Translation from Russian

**REGULATIONS ON REGISTRATION PROCEDURE FOR RIGHTOWNERS & WORKS**

APPROVED

by the Order of

General Director of RAO

# 26 of 26 December, 2012

(As amended in accordance with General Director’s Order # 3 of 3 March, 2014,

General Director’s Order # 5 of 17 March, 2014, and General Director’s Order # 21 of 13 December, 2016)

REGULATIONS

on registration procedure for rightowners and works

**1. General Provisions**

1.1. The present Regulations (hereinafter referred to as Regulations) has been worked in accordance with the Civil Code of the Russian Federation, RAO Statute and normative legal documents of the International Confederation of Societies of Authors and Composers (CISAC) and establishes the procedure for registration procedure for rightowners and royalty recipients, registration of works and the rights thereon for the purposes of collection, distribution and payment of royalties.

1.2. The terms as used herein shall have the following meaning:

“**Author**” – a citizen by whose creative activity the work was created;

“**RAO data base**” – an integrated system of data on rightowners, works and the rights thereon registered in RAO, and other information enabling RAO to exercise collection, distribution and payment of royalties to rightowners and royalty recipients;

“**Publisher**” – a legal entity registered in the territory of the Russian Federation who is a rightowner;

“**Sole proprietor**” – a duly registered and unincorporated natural person engaged in entrepreneurial activity;

“**Heir**” – a natural person, who is the owner of a right on a work or a share therein by virtue of the certificate of inheritance of the copyright, the agreement for distribution of inherited property or the judgment at law;

“**Royalty recipient**” – a natural person or a legal entity, who is not a rightowner and who is entitled to receive royalty by virtue of a relevant agreement with a rightowner, and a rightowner, who didn’t sign RAO agreement on delegation of authority for rights administration, but the royalty in his favor has been collected by RAO under the state accreditation.

“**Right**” – the exclusive right on a work or the right to use a work pursuant to the terms of the exclusive license, or the right to receive royalties for public performance, broadcast into the air or via cable of a musical work (with or without text) used in an audiovisual work;

“**Rightowner**” – a natural person or a legal entity who has the exclusive right on a work by operation of law, by virtue of contract of alienation of the right and on other legal grounds, or because he signed with the owner of the exclusive right on a work a licensing agreement entitling him to use the work without reserving for the licensor the right to issue licenses to third parties on terms of the exclusive license, or because he has the right to receive royalties for public performance, broadcast into the air or via cable of musical work (with or without text) used in an audiovisual work;

“**Successor**” – a natural person who is a rightowner by virtue of the corresponding agreement or court decision or other legal basis (heirs can’t be successors);

“**Works**” – published musical works (with or without text), dramatico-musical, literary, choreographic, derivative and other works that haven’t come into public domain;

“**RAO register**” – information on the rightowners, the rights transferred to RAO management and the works posted on RAO site – www.rao.ru with the exception of information of the rights and/or the works duly excluded from RAO management;

“**Sub-publisher**” – legal entity registered in the territory of the Russian Federation who is a rightowner by virtue of an agreement signed with a foreign publisher, i.e. legal entity created in the territory of a foreign state (hereinafter “foreign publisher”);

“**Extremist work**” **–** a musical work, held by any court in accordance with current legislation to be extremist and enrolled by the Ministry of Justice of the Russian Federation on the list of extremist materials and posted on the web-site of the aforementioned Ministry.

1.3. The present Regulations shall cover legal relationship between RAO and the rightowners arising from RAO management of their economic rights on a collective basis in the following areas of collective management of rights:

* management of exclusive rights on published musical works (with or without text) and excerpts from dramatico-musical works in regard of their public performance, broadcast into the air or via cable, including by way of retransmission;
* exercise of rights of composers – authors of musical works (with or without text) used in an audiovisual work – to receive remuneration for public performance or broadcast into the air or via cable of such audiovisual work;
* management of exclusive rights on published works during their reproduction in any material form including in the form of audio or video-recording, production in three dimensions of copies of a two-dimensional work and production in two dimensions of copies of a three- dimensional work, as well as by means of recording of work on electronic media, including into computer memory, and distribution of thus and so reproduced works, their public performance, broadcast into the air and/or via cable (including by means of retransmission), making them available, open demonstration, including use in the digital networks (the Internet, mobile networks, etc.);
* during other types of use of work and in other situations under the existing laws.

1.4. The present Regulations shall regulate the procedure for the record keeping of rightowners and registration of works and the rights thereon, and shall apply to the rightowners who purport to sign with RAO agreements on the delegation of authority for collective management of rights or already have such agreements.

1.5. The present Regulations shall also govern the relations between RAO and royalty recipients.

1.6. The General Director of RAO shall approve the standard forms of registration filings and other documents to be filled out by the rightowners for the submission to RAO (registration application form, application for registration of works and other documents required for the record keeping of rightowners and royalty recipients and registration of works and the rights thereon).

1.7. The documents specified in Article 1.6 above and the rights management agreements filled out and signed by the rightowners shall be accepted by RAO provided they are signed and executed by the rightowners and royalty recipients in a proper way. The latter shall be fully responsible for the authenticity of the information therein.

1.8. The documents prescribed by the present Regulations (including rights management agreements signed by rightowners) shall be submitted to RAO by:

1.8.1. rightowners-physical persons:

* personally;
* via an authorized representative, who has:
  + a notarized power of attorney from the rightowner, or a notarized copy of the power за attorney, and/or
  + a letter of authority.

Copies of these powers of attorney, certified by a RAO representative, shall be attached to the documents submitted by a rightowner representative to RAO;

* by mail;

1.8.2. rightowners-legal entities:

* by submitting them to RAO. The individual submitting the documents shall have the power of attorney from the head of the organization; a copy of that power of attorney, certified by a RAO representative, shall be attached to the submitted documents;
* by mail.

1.9. Subject to the present Regulations, the record keeping of rightowners and royalty recipients and the registration of works and the rights thereon shall be carried out both in the head office and branch offices and representations of RAO.

**2. The record keeping of rightowners**

2.1. The procedure for the record keeping (registration) of rightowners shall be as follows:

2.1.1. In order to sign an agreement, **an author who is not a sole proprietor** shall submit (send) to RAO the following documents and materials:

2.1.1.1. Registration application form duly filled out and signed by the rightowner.

2.1.1.2. Passport of the Russian Federation citizen (pages 2 and 3, and the page with the residence registration stamp) or a substituting document and an authenticated by him copy thereof (if sent by mail – only an authenticated by him copy of the document). For under-age RF citizens younger than 14 years of age residing in the territory of the Russian Federation – birth certificate and its copy authenticated by the minor’s representative (if sent by mail – only the document’s copy authenticated by the minor’s representative).

2.1.1.3. If available – a copy of certificate of the state pension insurance authenticated by the rightowner or only a number of the pension insurance certificate.

2.1.1.4. If available – a copy of certificate of tax registration certificate of a physical person issued at the place of residence in the territory of the Russian Federation or only information on a taxpayer identification number (TIN). In case of failure to provide information on TIN to RAO, the rightowner shall submit to RAO the following data (within information on other points of the current Regulations or additionally):

* D.O.B.;
* Citizenship;
* Information from ID document;
* Residence address on the territory of the Russian Federation with index.

2.1.1.5. Duly executed rightowner’s permission for disclosure of his personal data signed by the rightowner (at the rightowner’s option).

2.1.1.6. The agreement filled out and signed by the rightowner.

2.1.1.7. The documents and information specified in Section 3 of the present Regulations.

2.1.2. In order to sign the agreement, **a heir who is not a sole proprietor or a successor who is not a sole proprietor** shall submit (send) to RAO the documents shown in Article 2.1.1.

2.1.3. In order to sign the agreement, **an author who is a sole proprietor, a heir who is a sole proprietor or a successor who is a sole proprietor** shall submit (send) to RAO in addition to the documents shown in Article 2.1.1. an extract from the Uniform State Register of Legal Entities received not earlier than 30 days prior to the date of its submittal to RAO.

2.1.4. In order to sign the agreement, **a rightowner – physical person who is not a citizen of the Russian Federation**, shall submit (send) to RAO the following documents and materials:

2.1.4.1. Registration application form duly filled out in the Russian language and signed by the rightowner.

2.1.4.2. Passport of a foreign citizen or alien’s residence permit for a stateless person and a notarized translation of the said document.

2.1.4.3. Confirmation from the foreign collective rights management organization of the country of which the rightowner is a citizen that he is not a member of the said organization. If he is a member of the organization – the document that confirms that the organization does not take exception against his signing of an agreement with RAO on the delegation of authority for the management of rights in the territory of the Russian Federation.

2.1.4.4. Duly executed rightowner’s permission in the Russian language for disclosure of his personal data signed by the rightowner (at the rightowner’s option).

2.1.4.5. The agreement filled out and signed by the rightowner.

2.1.4.6. The documents and materials specified in Section 3 of the present Regulations.

2.1.5. In order to sign the agreement a **Publisher** shall:

2.1.5.1. Give a notice to RAO of its intent to sign an agreement by sending an official letter (with an e-mail back-up copy) containing the following information:

* the name of the publisher;
* the website address of the publisher;
* the standard form or a copy of an agreement between the publisher and the rightowner on the basis of which the publisher positions himself as a rightowner.

2.1.5.2. Upon receipt of the reply from RAO to the said letter, the publisher shall submit (send) to RAO the following documents:

2.1.5.2.1. Duly filled out registration application form signed by the head or other authorized representative of such legal entity acting by the appropriate power of attorney and authenticated with the seal. The registration application form shall contain inter alia information on the organization’s de jure and de facto addresses, contact information, the rightowner’s wiring instructions (bank details) and the web-site of the organization.

2.1.5.2.2. Copies of the organization’s title documents authenticated by the rightowner: the Statute, Tax Registration Certificate.

2.1.5.2.3. Duly authenticated extract from the Uniform State Register of Legal Entities received not earlier than 30 days prior to its submittal to RAO.

2.1.5.2.4. The agreement filled out and signed by the publisher with the organization’s seal affixed.

2.1.5.2.5. The documents specified in Section 3 of the present Regulations.

2.1.6. In order to sign the agreement, a **Sub-publisher** shall send a letter written as provided by Article 2.1.5.1 and upon receipt of the reply from RAO shall submit to RAO the documents listed in sub-item 2.1.5.2.

2.1.7. Agreement on the delegation of authority for management of rights between RAO and the rightowner shall be signed after:

* the rightowner submission to RAO of the full set of documents listed above;
* RAO legal review, as necessary, of the title documents submitted by the rightowner.

2.1.8. Agreements shall be signed according to the standard forms approved by the RAO Authors’ Council (posted on RAO web-site).

2.1.9. An agreement shall be signed in a common written form in two copies: one copy shall be kept in RAO (in the rightowner’s personal file) and the second copy shall be handed over to the rightowner.

2.1.10. The rightowners information shall be entered into RAO data base and RAO register.

2.1.11. The rightowner shall be deemed registered with RAO from the date of the agreement.

2.1.12. RAO data base and RAO rightowners register shall be updated, in particular, in the case of:

2.1.12.1. Death of physical person (on the basis of death certificate copy).

2.1.12.2. Liquidation of legal entity (on the basis of an extract from the Uniform State Register of Legal Entities).

2.1.12.3. Signing by the rightowner, who has a rights management agreement with RAO agreements on assignment of the exclusive right and/or licensing agreements on the use of works on terms of the exclusive license in regard to all RAO registered works (on the basis of the agreements submitted by a former or a new rightowner).

2.1.13. In case of assignment regarding the works of the rightowner indicated in the Article 2.1.12. above, the new rightowner shall have the right to register with RAO as the rightowner and also get registered the works and the rights thereon in accordance with the procedure prescribed by the present Regulations.

2.1.14. If a rightowner ceases to act as a sole proprietor, he should notify RAO accordingly within five working days from the date when the corresponding entry was made in the Uniform State Register of Sole Proprietors and shall submit the documents confirming the date of the said entry.

**3. Registration of works and the rights thereon**

3.1. Works shall be registered in RAO by virtue of the rights management agreement between RAO and a rightowner and the agreement between RAO and a royalty recipient, for which RAO collected royalty under the state accreditation.

Works registration shall be implemented in accordance with Genres List, applied for works registration in RAO register and approved by the Authors’ Council for the purpose of further royalty distribution.

3.2. The author shall not be required to provide any documentary proof in order to register his works and the rights thereon, save for the registration of musical works created without the existence of indicia of co-authorship and derivative works.

3.3. Registration by other rightowners of works and the rights thereon shall be subject to their submission of the title documents: the certificate of copyright inheritance, the agreement on assignment of exclusive rights, the licensing agreement on right to use works on terms of the exclusive license, the court decision and/or other documents.

3.4. In order to register works and the rights thereon, the rightowner must submit (send) to RAO:

3.4.1. **Application for works registration and the rights thereon**, duly filled out and signed by the rightowner. If the application is submitted by a legal entity, it should be signed by the authorized organization representative and certified with its seal.

If the works are created in the language of the peoples living in the territory of the Russian Federation, in the application for registration of works and the rights thereon, alongside with the original titles there must be given their translations into the official language of the Russian Federation (the Russian language).

A sub-publisher, in addition to the aforementioned application, shall provide RAO with the catalogue of its works in the agreed format, indicating its share and the share of the foreign publisher for each work in the catalogue.

3.4.2. **Materials**, i.e. **works, rendered in some objective form** (musical notation on paper medium, sound recordings, video-recordings, texts of works on paper medium, dance scores, sketches, drawings, photographs, etc.), the copies of which should bear the rightowners’ signatures with the clarification of their last name, first name and patronymic. Publishers and sub-publishers shall be exempt from the mandatory submission of the said works.

3.4.3. **Title documents**: notarized copies of certificates of the copyright inheritance, the rightowner authenticated copies of agreements on exclusive right alienation, licensing agreements on the right to use the works on terms of the exclusive license, which shall contain (in the agreement or in appendixes) information on works (type/genre of a work, title and Author name/Co-authors), court authenticated copies of court decisions and (or) other title documents.

If the publisher (other rightowner) signs the agreement on exclusive right alienation or licensing agreement on the right to use the works on terms of the exclusive license, where neither an Author nor an heir is a party to that agreement, but other natural person or legal entity vested in rights of the aforementioned persons on that agreement is, that publisher shall submit to RAO a copy (authenticated by him) of the agreement on exclusive right alienation or licensing agreement on the right to use the works on terms of the exclusive license, signed between an Author (an heir) and such rightowner.

If rightowners (including publishers) submit to RAO documents executed in a foreign language, they should also provide copies authenticated by them and executed in the Russian language.

Sub-publisher shall submit (send) to RAO a copy of the agreement between the foreign publisher and the sub-publisher on the transfer to the latter of the corresponding right.

If a foreign publisher obtained the corresponding rights from other publishers, the sub-publisher should provide RAO with a complete list of such publishers, indicating their IPI data base numbers. The said list should be signed by the authorized sub-publisher representative and certified with its seal.

Other than those title documents specified in the foregoing the rightowners (including publishers) shall timely submit to RAO authenticated by them termination of the agreement on exclusive right alienation or licensing agreements on the right to use the works on terms of the exclusive license.

3.4.4. In those cases when registration is effected by a party having the exclusive right to the work – **written statement of existing encumbrances** on his exclusive right (if any) – his licensing agreements on terms of the exclusive license or pledge agreements for the exclusive right on the work with the copies of the said agreements attached;

3.4.5. **Other documents shown in Article 3.5 below** – as necessary.

3.4.6. Extremist works shall not be registered by RAO. If such works were registered before their admission as extremist RAO annuls registration of extremist works and returns copies to rightowners.

**3.5. Distinctions of registration in RAO of particular categories of works.**

3.5.1. Works created in **co-authorship** can be registered upon application of one of the rightowners who shall submit the authenticated copy of the agreement on co-authorship; the registration can also be effected without the copy of the said document.

3.5.2. In the case of registration of **musical works with text created without indicia of co-authorship**, so long as the music and the texts of such works are covered by the copyright, the rightowners shall submit to RAO authenticated copies of the agreements between them. If the said agreement is not available, the applicant party shall submit an authenticated copy of the permission for the joint use of the music and the text received from the other rightowner.

Failure to produce the aforementioned documents shall make the registration of works in RAO impossible.

3.5.3. **Derivative works** (adaptations, arrangements, dramatizations, translations and other similar works) shall be registered in RAO with the proviso that the author of the derivative work submits an authenticated copy of the agreement with the author of the original work or his successor (hereinafter author of the original work) that permits the arrangement of the original work.

The author of the derivative work can submit to RAO a written permission for the arrangement signed by the author of the original work (a copy authenticated with the arranger’s signature).

In those cases when a derivative work is registered in RAO by other rightowners who received the right to make an arrangement of a work under licensing agreements with the authors of the original works, the latter must submit to RAO authorized by them copies of the corresponding licensing agreements and copies of their agreements with the authors of derivative works.

The agreements with authors of the original works or the permissions are to be submitted to RAO provided the term of copyright on the original works has not expired.

The arrangements of the protected original foreign works shall be registered in RAO with the provision that the applicant submits the corresponding agreements with the notarized translation of their texts. If the said agreements are executed in the Russian language, the rightowner submits the copies of such documents authorized by him.

3.5.4. As necessary, RAO can require the rightowners to submit for its review the originals of the documents mentioned in sub-items 3.5.1 – 3.5.3.

3.5.5. The work, which has two or more rightowners, shall be deemed as **partly registered** if one the rightowners fulfilled conditions on work registration specified in the present Regulations.

3.6. In those cases when the rightowner who has a rights management agreement with

RAO signs agreements on exclusive right alienation and/or licensing agreements on use of works on terms of the exclusive license, the new rightowner, in order to register such works and the rights thereon, shall submit to RAO the documents specified in sub-items 3.4.1., 3.4.3. and 3.4.4. above (with the exception of materials).

3.7. Information on the works and the rights thereon shall be entered into RAO data base and RAO register.

3.8. Works shall be deemed registered in RAO from the moment of acceptance from the rightowner of the documents and materials (in the prescribed cases), specified in the present Regulations, fully and duly completed. Otherwise, works shall not be registered at RAO and documents submitted for registration shall be returned to an applicant.

3.9. In case of a **dispute about authorship and/or about the rights ownership** to the works registered in RAO, the works shall be in dispute:

3.9.1. from the moment RAO receives a correspondent claim by mail of from the applicant personally. The claim has to contain documentation, which bears evidence of a dispute, including judicial dispute (such as a copy of a copy of a court claim, correspondence between parties of the dispute etc.), and the dispute hasn’t been resoled;

3.9.2. from the moment RAO receives documentation which contains contradictory information on authorship and/or ownership of rights, and these contradictions make it impossible/difficult to conclude on authorship and/or right ownership of a work. The works shall be in dispute until RAO receives documentation, which certifies that dispute between interested parties is over.

The distribution and payment of royalties for the use of works in dispute shall be governed by the present Regulations on time and order of distribution and payment of royalties approved by the RAO Authors Council.

**4. Registration of royalty recipients**

4.1. Royalty recipients shall be registered in RAO on the grounds of agreements between rightowners and royalty recipients and on grounds of agreements between RAO and royalty recipients, for whom RAO collected royalties under the state accreditation.

4.2. RAO shall sign with royalty recipients agreements on payment to the latter of a share of royalties. Rightowners shall submit to RAO the said agreements, filled out and signed by the royalty recipients, and the documents specified in sub-items 2.1.1 – 2.1.6 above (depending on royalty recipient category) with the exception of application registration forms, materials and rights management agreements.

4.3. Upon signing of agreements on the payment of royalties share and agreements between RAO and royalties recipients, for who, RAO collected royalties under the state accreditation, RAO shall enter the corresponding information into its Database.

**5. Procedure for entry data on works of foreign rightowners-members of foreign collective management organizations into RAO Database and Register**

5.1. Data input in RAO Database and Register on works by foreign rightowners - members of foreign collective management organizations shall be implemented basing on data from CIS-Net, WID, IPI Databases and data received from publishers.

Information on works, which comprises a share of an Author, whose period of copyright protection has expiredsubject to national legislation, shall be added to RAO Database and Register under The List of Genres approved by RAO Authors’ Council and used for works registration in RAO Register for substantial royalties distribution.