

Approved by the Board of the Association

on November 17, 2023

Rules for the conclusion, performance, amendment, and termination of agreements with the Association for Collective Management of Economic Rights regarding the management of economic rights in works and/or objects of related rights for authors, holders of related rights, their heirs (successors), and/or other holders:

1. These rules determine the procedure for the conclusion, performance, amendment, and termination of agreements on the management of economic rights in works and/or objects of related rights (hereinafter: Agreement on the Management of Economic Rights), as well as the procedure for carrying out records of works and/or objects of related rights under the collective management of the Association.
2. The Association concludes the Agreement on the Management of Economic Rights in relation to those works and/or objects of related rights, as well as those forms and methods of using their economic rights, which are covered by the spheres of management of economic rights (categories of economic rights) where the Association operates:
 - Musical works with or without lyrics;
 - Performances (performances of musical works with or without lyrics recorded on phonograms);
 - Phonograms (recordings of musical works with or without lyrics);
 - Audiovisual works;
 - Videograms (recordings of sequential images in any objective form, with or without sound accompaniment);
 - Literary, dramatic, or musical-dramatic works, choreographic or pantomime works, and other stage works, works of theatrical-decorative art, and other works used as part of theatrical performances (plays).
3. The Association concludes an agreement on the management of economic rights with the holder of economic rights regarding the use of those works and/or related rights listed in paragraph 2.
4. The process of concluding an Agreement on the Management of Economic Rights may be carried out through direct (personal) interaction with the rightholder or through the exchange of relevant documents via postal/electronic mail.
5. The Agreement on the Management of Economic Rights is drawn up in accordance with the form established by the Association, which is used in relation to the relevant category of rightholders.
6. A natural person who wishes to conclude an agreement with the Association regarding the management of economic rights shall present:
 - An identity document containing personal data (surname, name, personal number, etc.);
 - Data on the works and/or related rights for which the authority for collective management of economic rights is to be transferred to the Association:
 - 6.1 A completed list (so-called catalog) of works or related rights holders, in accordance with the form established by the Association;
 - 6.2 A completed list (so-called catalog) in the form of electronic files that meet the requirements established by the Association;
 - In the event that the person wishing to conclude the agreement is not the author and/or performer of a work created by their own intellectual-creative labor (own work); or the producer of a phonogram on which their own performance of their own work is recorded — they are obliged to present copies of documents confirming the acquisition of economic rights

or the receipt of permission for the respective work, performance, or phonogram to be transferred into management (copies of necessary agreements, certificates of inheritance rights);

- Contact data (e-mail address, phone number) and a bank account (in accordance with the requirements established by the Association).
7. A legal entity wishing to conclude an agreement with the Association regarding the management of economic rights shall present:
 - Copies of the legal entity's registration documents;
 - Data on the works and/or objects of related rights for which collective management authority is transferred — in the form of a completed list of works and/or objects of related rights, in accordance with the form established by the Association;
 - Copies of the works and/or objects of related rights indicated in paragraph 7.2, in the form of electronic files that meet the requirements established by the Association;
 - Copies of agreements confirming the acquisition of economic rights to the works and/or objects of related rights indicated in paragraph 6.2;
 - Contact data (postal address, e-mail address, phone number) and a bank account (in accordance with the requirements established by the Association).
 8. On the copies of works and/or objects of related rights presented by the holder of copyright and/or related rights, the person presenting them must be indicated as the rightsholder of the respective objects.
 9. The Association conducts an analysis of the data and documents presented in accordance with paragraphs 6 and 7 to make a reasoned decision on concluding the management agreement; specifically, whether the documents confirm that the person holds exclusive rights, whether the legal protection of the declared objects is ongoing, and, if necessary, whether management authority has already been transferred to another collective management organization for the same forms and methods of use.
 10. An Agreement on the Management of Economic Rights is not concluded in the following cases:
 - Data and documents received from the interested person do not confirm ownership of economic rights to the declared works and/or objects of related rights;
 - Authorities related to the declared works/objects and their methods of use have been transferred to another collective management organization.
 11. If it is established that a work was created by changing (processing) an earlier work (derivative work), the Association has the right, before concluding the agreement, to request documentary confirmation from the author or rightsholder that the rights of the author(s) of the original work were protected.
 12. The Association cannot refuse an interested person the conclusion of an agreement if they meet the criteria and requirements of these rules, regardless of whether they are a member of the Association. Membership cannot be determined by personal characteristics (nationality, citizenship, religion, gender, place of residence, etc.). The Association ensures equal, impartial, and non-discriminatory treatment of all persons with whom agreements are concluded.
 13. Before concluding an agreement, the Association provides the rightsholder with information on the rules of licensing, collection of royalties, distribution, rules for amendments and termination, and the rules for withholding funds for management costs and targeted transfers as per the Association's Charter. Changes to these rules are announced on the official website.
 14. The Association keeps records of rightsholders through the formation and constant updating of its database and by maintaining registries in accordance with legislation.
 15. Under the agreement, the rightsholder transfers authority for all objects created/acquired by the time of signing and those to be created/acquired during its term. The rightsholder must inform the

Association of new works according to established procedures. The Association is not liable for management deficiencies regarding objects of which it was not notified in the prescribed manner.

16. The Association records data on works/objects under agreement through database formation, constant updating, and registry maintenance in accordance with legislation.
17. Data is entered into the Association's database. If necessary, the Association compares incoming information with data from other rightsholders, organizations, and international databases. In case of discrepancies, the Association may request reliable information from stakeholders. In resolving disputes, priority is given to information confirmed by documents.
18. Data on works/objects managed based on agreements with other collective management organizations are entered into the database according to the information received from those organizations.
19. For each work and/or object of related rights transferred for management, the database includes:
 - Name of the rightsholder(s);
 - Data on the start of legal protection (year of creation for works; year of first performance/recording/broadcast/publication for performances and phonograms);
 - Rightsholder's data;
 - Data on the forms and methods of use for which authority was transferred;
 - Data on the territory and duration of the Association's authority;
 - Data on the shares of specific rightsholders regarding royalties for its performance;
 - Other data as determined by the Association.
20. Registries containing information on rights transferred for management are created based on the database information in the manner prescribed by law. The rules for transferring this information to third parties are established by the Association.
21. In accordance with the database and registries, the Association publishes information on the rights transferred for management on its official website, following legal requirements.
22. When managing rights, the Association performs licensing, collection, and distribution on equal and non-discriminatory terms for all rightsholders of the same category, according to unified procedures.
23. Except for cases directly provided by Georgian legislation, a rightsholder may at any time declare their intention to amend the agreement by excluding specific objects or methods of use, or to terminate the agreement in full. The rightsholder must send a written notice to the Association. Changes or termination take effect after the end of the calendar year in which the notice was received, provided it was received at least six months before the end of the year. If received later, it takes effect after the end of the following calendar year, unless another period is agreed upon. The Association confirms the receipt and effective date in writing. The rightsholder may withdraw the notice no later than one month before it takes effect. From the date of change or termination, the Association excludes the requested rights or categories from its system.
24. The Association has the right to terminate the agreement if it receives information that the person is not the proper rightsholder. In this case, the agreement terminates from the moment the person receives a written notification from the Association detailing the circumstances.
25. Until the entry into force of amendments or termination as per paragraphs 23 and 24, the Association ensures that the changes—including objects removed from the repertoire—are reflected in the database, registries, and on the official website.

Chairman of the Board -/T. Gvarishvili/

Secretary of the Board Meeting - /G. Nikolaishvili/