

## STIPULATIONS FOR COPYRIGHT TRUST CONTRACT

	December 28, 1939	Permitted
	August 5, 1952	Amendment permitted
	December 27, 1960	Amendment permitted
	June 23, 1969	Amendment permitted
	March 21, 1980	Amendment permitted
	March 6, 1998	Amendment permitted
	October 2, 2001	Notification
Partial amendment	June 24, 2005	Notification
Partial amendment	June 20, 2006	Notification
Partial amendment	July 10, 2007	Notification
Partial amendment	June 19, 2009	Notification
Partial amendment	April 1, 2010	Notification
Partial amendment	July 11, 2013	Notification
Partial amendment	July 3, 2015	Notification



Japanese Society for Rights of Authors, Composers and Publishers

## **Article 1 (Purpose)**

The purpose of these Stipulations (hereinafter called “Stipulations”) is to define Terms and conditions of the “trust contract” provided for in Article 2 (1)(i) of the Law on Management Business of Copyright and Neighboring Rights (Law No. 131, 2000) (hereinafter called “Copyright Trust Contract”) concluded between the Japanese Society for Rights of Authors, Composers and Publishers (hereinafter called “Trustee”) and an author, composer, a music publisher or any other copyright owner (hereinafter called “Trustor”) who entrusts the administration of copyrights (hereinafter called “Copyrights”) of musical works (including lyrics accompanying music; hereinafter called “Works”) for the purpose of protecting such Copyrights and of facilitating their utilization.

## **Article 2 (Procedures for Conclusion of Copyright Trust Contract)**

**Section 1.** Any person/company who wishes to execute a copyright trust contract containing these Stipulations shall submit an application for Copyright Trust Contract accompanied by necessary documentation.

**Section 2.** With respect to an application made under the preceding Section, in case Trustee finds it appropriate to accept the entrustment of Copyrights, Trustee shall accept this against the payment of a Trust Contract application fee provided for separately under the Rules for Trust Contract Application Fee.

**Section 3.** Upon conclusion of Copyright Trust Contract, Trustee shall deliver to Trustor without delay a certificate of trust for the trust established by said Copyright Trust Contract (hereinafter called the “Trust”).

## **Article 3 (Copyright Trust)**

**Section 1.** Trustor shall transfer to Trustee as trust property for Term of Trust (hereinafter called “Term of Trust”) any and all Copyrights owned and to be acquired in the future, and Trustee shall administer such Copyrights on behalf of Trustor and distribute to the beneficiary any royalties, etc. which have been obtained through the administration thereof. In this case, Copyrights transferred to Trustee by Trustor shall include the rights provided for in Article 28 of the Copyright Law (Act No. 48 of 1970).

**Section 2.** The beneficiary in this Trust shall be Trustor. However, in case Trustor appoints a third person/party as the beneficiary with approval from Trustee upon conclusion of Copyright Trust Contract, the third person/party shall be the beneficiary.

**Section 3.** Trustor shall own the right to change the beneficiary with approval from Trustee.

**Section 4.** “All Copyrights to be acquired in the future” in Section 1 shall include all copyrights that are vested in Trustor under Article 25.

#### **Article 4 (Choice in the Extent of Trust of Rights)**

In accordance with the categories of rights or utilization forms provided in the Appendix, Trustor may exclude a part of Copyrights from the scope of administration entrusted to Trustee. In this case, notwithstanding the provisions of Article 3 Section 1, Copyrights pertaining to the excluded categories shall not be transferred to Trustee.

#### **Article 5 (Choice in the Extent of Trust of Rights in Foreign Territories)**

With respect to the category/categories of rights not excluded from the scope of administration, Trustor may exclude only Copyrights in foreign territory/territories (each country or territory subject to the reciprocal representation agreement concluded between Trustee and a foreign copyright management organization shall be considered as a unit) from the scope of administration entrusted to Trustee in accordance with the categories listed below. In this case, notwithstanding the provisions of Article 3 Section 1, Copyrights in foreign territories pertaining to the excluded categories shall not be transferred to Trustee:

- 1) Performing rights, representation rights, exhibition rights, public transmission rights, communication rights, and recitation rights.
- 2) Mechanical rights, distribution rights, lending rights, publication rights, and assignment rights.

#### **Article 6 (Conclusion of Multiple Copyright Trust Contracts with Music Publisher)**

With prior consent from Trustee, Trustor who is a music publisher (limited to a corporation) may conclude more than one Copyright Trust Contract with Trustee on a per-division basis.

#### **Article 7 (Warranty of Copyrights)**

**Section 1.** Trustor warrants the ownership of Copyrights for all works which are entrusted to Trustee and also warrants that no Copyrights of others have been infringed.

**Section 2.** Trustee may, with regard to the warranty set forth in the preceding Section, demand that Trustor submit relevant documentation if considered necessary. In this case, Trustor shall submit such documentation without delay.

#### **Article 8 (Term of Copyright Trust)**

**Section 1.** Term of Trust shall commence from the first day of the month following the month to which the date of payment of Trust Contract application fee belongs and expire on the first March 31 that comes after the lapse of two years from such a date.

**Section 2.** Notwithstanding the provisions of the preceding Section, in cases where a music publisher who is Trustor executes a new Copyright Trust Contract under Article 6, Term of Trust shall commence on the day on which 10 days have passed (excluding holidays) from the

business day following the date of submission of an application for Copyright Trust Contract accompanied by necessary documentation.

**Section 3.** Term of Trust renewed under Section 1 of the following Article shall be three years.

#### **Article 9 (Renewal of Term of Trust)**

**Section 1.** Term of Trust shall be renewed upon expiry thereof unless Trustor notifies Trustee in writing three months prior to the expiration thereof that it will not be renewed. However, the foregoing shall not apply if Trustor performs an act of copyright infringement or there is any other cause which makes the continuance of the Trust difficult.

**Section 2.** In accordance with the provisions of Articles 4 and 5, Trustor may change the extent of trust upon the renewal of Term of Trust. In this case, Trustor shall notify Trustee of this intention three months prior to the expiration of Term of Trust.

#### **Article 10 (Assignment of Copyrights)**

Notwithstanding the provisions of Article 3 Section 1, Trustor may, with prior consent from Trustee, assign Copyrights in whole or in part in either of the following cases:

- 1) In case Trustor assigns Copyrights of Works created upon special request, such as company songs, school songs, etc., to the relevant person/company who made the request.
- 2) In case Trustor assigns Copyrights to a music publisher (limited to those who have entrusted all or part of Copyrights to Trustee) for the purpose of allowing the music publisher to administer Works to promote their usage.

#### **Article 11 (Reservations or Limitations in Scope of Administration)**

**Section 1.** Trustor (excluding music publishers) may, with prior consent from Trustee, make reservations or impose limitations in the scope of administration of entrusted Copyrights provided for in Article 3 Section 1, Article 4, Article 5, and Article 10 as follows:

- 1) Trustor may, with consent from all interested parties of Works (same as interested parties mentioned in Article 2 Section 1 of Distribution Rules for Musical Works; same hereinafter), use Works (including those assigned to music publishers in accordance with Article 10 Section 2) *per se* in Japan for the purpose of promoting their usage. However, the foregoing shall not apply in case Trustor gains compensation for the presentation thereof.
- 2) Trustor may conclude with users of Works an exclusive agreement which enables exclusive use of Works, and authorize such users to use particular Works which have been created in accordance with said agreement by means of recording (excluding synchronization)

only during Term of said agreement. However, with respect to recordings on commercial phonograms governed by the provisions of Article 69 of the Copyright Law, such authorization shall be valid only for a period of three years from the date when such phonograms are first sold in Japan.

- 3) Trustor may, with regard to company songs, school songs, and other Works created by special request, allow the party who commissioned such Works to use them within a certain scope set as the purpose of such commission.
- 4) Trustor may designate those who undertake the publication of its Works.

**Section 2.** Trustor who is a music publisher may, with prior consent from Trustee, make reservations or impose limitations in the scope of administration of entrusted Copyrights provided for in Article 3 Section 1, Article 4, Article 5, and Article 10 as follows:

- 1) Trustor may itself publish Works.
- 2) Trustor may, with consent from all interested parties of Works, use Works by means of interactive transmissions *per se* in Japan for the purpose of promoting their usage upon taking technical protection measures to prevent illegal reproduction and other such acts. However, the foregoing shall not apply in case Trustor gains compensation for the presentation thereof.
- 3) Trustor may designate translated lyrics or new lyrics of Works which are recorded with such translated or new lyrics.

## **Article 12 (Administration in Foreign Territories)**

Trustee may entrust the administration of entrusted Copyrights in foreign territories to foreign copyright management organizations, etc. In this case, the method of usage licensing, determination of the amount of compensation, and other methods of business operations shall be in accordance with the laws of such foreign territories and the rules of such foreign copyright management organizations, etc.

## **Article 13 (Administration Method of Entrusted Copyrights, Copyright Royalties, etc.)**

**Section 1.** Trustee shall respect the Articles of Association and the present Stipulations, and shall, in accordance with the decisions of the General Meeting of Employees, administer entrusted Copyrights and associated royalties, etc.

**Section 2.** Trustee shall administer entrusted Copyrights apart from other property by a method which records and stores information on interested parties of Works related to entrusted Copyrights.

**Section 3.** Trustee may omit registration concerning entrusted Copyrights (this refers to the registration of trust and the registration of transfer by trust provided for in Article 35 Section 1 of the Copyright Law Enforcement Order (Cabinet Order #335 of 1970); called simply “registration” in the next Section and in Article 17).

**Section 4.** Notwithstanding the provisions of the preceding Section, Trustee must conduct registration in case any of the following is applicable:

- 1) In case registration is demanded by Trustor or beneficiary.
- 2) In case it has become clear that there is a possibility of appropriate execution of copyright management operations by Trustee being interrupted by a third party claiming rights on entrusted Copyrights.
- 3) In case a concrete need arises to assert to a third party that entrusted Copyrights appertain to trust property.

**Section 5.** Trustor or beneficiary may demand from Trustee access to information provided for in preceding Section 2.

#### **Article 14 (Right of Action)**

Trustee may file a lawsuit or launch legal action regarding the administration of entrusted Copyrights and associated copyright royalties, etc.

#### **Article 15 (Collection and Distribution of Royalties, etc.)**

**Section 1.** Trustee may, when Works related to entrusted Copyrights are used, collect or receive the following copyright fees, etc.:

- 1) Copyright royalties based on the Tariffs for Use of Musical Works.
- 2) Compensation for school textbooks, etc.
- 3) Compensation for private recordings distributed from designated associations under Article 104 *bis* (1) of the Copyright Law.
- 4) Copyright royalties received from foreign copyright management organizations, etc.
- 5) In addition to the abovementioned fees, etc., remuneration associated with the use of Works.

**Section 2.** Notwithstanding (1) of the preceding Section, for the following usage forms (limited to the cases where foreign works are used with regard to (6) through (8)), when Trustor designates, Trustor may determine the amount of royalties (limited to Basic fees (royalties concerning the fixation of Works) with regard to (7)):

- 1) Recording for transmission of commercials.
- 2) Publication for use in advertisement (hereinafter called the “Advertising Purpose”).
- 3) Copying for the Advertising Purpose (excluding the cases falling under the preceding two items).
- 4) Recording in game software.
- 5) Recording in devices, etc. used for games for business use (excluding the cases falling under the preceding item).
- 6) Recording in films.
- 7) Recording in videograms, etc. (excluding videograms for Karaoke use.)

8) Publication other than the forms falling under (2) above.

**Section 3.** Trustee shall distribute collected or received copyright royalties, etc. to the beneficiary based on the present Stipulations, Distribution Rules for Musical Works, Distribution Rules for Remuneration for Private Audio Recording, and Distribution Rules for Remuneration for Private Audio-visual Recording which are separately provided for.

#### **Article 16 (Expenses Required for Business Operations)**

**Section 1.** Upon distribution of copyright royalties, etc., Trustee shall deduct from copyright royalties, etc. obtained from the administration of entrusted Copyrights administrative expenses which are provided for in the Rules for Administrative Expenses, Rules for Administrative Expenses of Remuneration for Audio Private Recording, and Rules for Administrative Expenses of Remuneration for Audio-visual Private Recording which are separately provided for.

**Section 2.** Notwithstanding the provisions of the preceding Section, Trustee may receive from trust property consisting of copyright royalties, etc. advance payment of an amount to be allotted for expenses required for business operations within the amount equivalent to administrative expenses.

**Section 3.** Trustee shall allot administrative expenses, application fees for Trust Contract, proceeds accrued from property (excluding remuneration for audio and audio-visual recording distributed from designated associations under Article 104 *bis* (1) of the Copyright Law), donations without limitation on their usage, and other income to expenses required for business operations.

**Section 4.** In case the total amount of income from administrative expenses, etc. exceeds the amount of expenses required for the business operations of the relevant fiscal year, the amount equal to the excess amount (referred to as “Surplus” in the next Section and Section 6) shall be returned to trust property.

**Section 5.** Surplus returned to trust property based on the provisions of the preceding Section shall be distributed to the beneficiary based on the Distribution Rules for Surplus which are separately provided for.

**Section 6.** In the event the total amount of income from administrative expenses, etc. Trustee receives in one business year does not reach the amount of expenses required for the business operations of the relevant fiscal year, compensation shall be made from Surplus of the following business year(s).

#### **Article 17 (Payment of Registration Fees, etc.)**

Expenses required for registration provided for in Article 13 Section 4 and its deletion shall be borne by Trustor. In such case, Trustee may deduct such costs from copyright royalties, etc. obtained from the administration of entrusted Copyrights.

## **Article 18 (Accounting and Distribution of Royalties, etc.)**

**Section 1.** Trustee shall distribute to the beneficiary copyright royalties, etc. obtained from the administration of entrusted Copyrights in June, September, and December each year and in March the following year. However, in case different distribution timings are set down in the Distribution Rules for Musical Works, Distribution Rules for Remuneration for Private Audio Recording, and Distribution Rules for Remuneration for Private Audio-visual Recording provided for separately, such provisions shall apply.

**Section 2.** Notwithstanding the provisions of the preceding Section, in case the distributable amount of copyright royalties, etc. in each distribution does not reach the amount set down in the Distribution Rules for Musical Works provided for separately, such distributable amount may be accumulated and distributed to the beneficiary in the December distribution.

**Section 3.** Trustee shall produce a statement of copyright royalties, etc. and shall issue it to the beneficiary upon each distribution.

**Section 4.** When Trustor becomes a Member provided for in the Articles of Association of Trustee, the membership fee to be paid by Trustor to Trustee shall be deducted from copyright royalties, etc. upon their distribution. However, this shall not necessarily apply in case Trustor requests payment by another method.

**Section 5.** In case Trustee holds a pecuniary claim against the beneficiary, Trustee may deduct the amount of such a claim from copyright royalties, etc. upon their distribution.

**Section 6.** In case Trustor (excluding music publishers) makes inquiries, Trustee may disclose to said Trustor matters pertaining to the distribution of royalties for Copyrights which Trustor has assigned to a music publisher in accordance with the provisions of Article 10 Section 2.

**Section 7.** Extinctive prescription on the right to receive distribution of copyright royalties, etc. from Trustee upon each distribution (hereinafter called “right to demand distribution”) shall be in accordance with the provisions of the Trust Law (Law #108 of 2006) and other laws.

## **Article 19 (Suspension of Royalty Distribution, Licensing, and Exception from Trust)**

**Section 1.** Notwithstanding the provisions of the preceding Article, in case Trustee considers Works, the administration of which have been entrusted by Trustor, to fall under any of the following, Trustee may suspend the distribution of royalties, etc. pertaining to such Works (for Works in which lyrics and melody are jointed, the entire Work; same hereinafter) to the extent and for the period required:

- 1) In case information required for conducting distribution to beneficiaries, such as the interested parties, the share splits to be applied, etc., cannot be determined.
- 2) In case doubts arise concerning the existence or the attribution of Copyrights.

- 3) In case complaints are filed or actions are brought concerning the infringement of copyrights of other Works, or in case Trustee receives notifications from those who claim their Copyright to be infringed.

**Section 2.** Trustee may suspend usage licensing and collection of royalties for Works to the extent and for the period required in case they fall under preceding Section 1 (2) and its provisions are applied, and Trustee considers it difficult to resolve the doubts.

**Section 3.** Trustee may exclude Copyrights of Works which fall under any of the following from trust property to the extent required:

- 1) In case the provisions of foregoing Section 2 are applied but doubts are not resolved for a considerable period of time, and Trustee comes to consider it difficult to accomplish the aim of trust provided for in Article 3 Section 1.
- 2) In case they fall under preceding Section 1 (3) and its provisions are applied, and decisions and other judicial judgments acknowledging the fact of infringement are finalized, or in case it is acknowledged that the fact of infringement is clear.

**Section 4.** When Trustee applies any of the provisions of the preceding Sections and takes measures to either suspend distribution, halt licensing and collection, or exclude Copyrights from trust property, Trustee shall write to Trustors who have entrusted the Copyrights of such Works and beneficiaries to notify them of such a fact. However, this shall not necessarily apply in case the measure taken falls under Section 1 (1).

#### **Article 20 (Return of Rights for Filing Lawsuits)**

**Section 1.** Trustor may, when filing a lawsuit *per se* due to the infringement of Copyrights, the administration of which has been entrusted to Trustee, have the entrusted Copyrights returned to the extent and for the period necessary for such a lawsuit. However, this is limited to cases where there is considerable reason to file a lawsuit *per se* and where the appropriate execution of Trustee's copyright management operations is not implemented.

**Section 2.** Trustor shall, upon requesting the return of Copyrights as provided in the preceding Section, notify Trustee of such a fact in a written document stating the reason for the return and obtain approval from Trustee.

#### **Article 21 (Cancellation of Contract by Trustor)**

Trustor may cancel Copyright Trust Contract even during Term of copyright trust by notifying Trustee in writing. In this case, Trust terminates on the first March 31 coming after three months following the day the notification of cancellation reaches Trustee.

#### **Article 22 (Cancellation of Contract by Trustee)**

**Section 1.** Trustee may cancel Copyright Trust Contract without notification in cases where Trustor has lost all the entrusted Copyrights.

**Section 2.** Trustee may cancel Copyright Trust Contract upon prior notification in writing with a grace period of at least two weeks in case any of the following is applicable. However, this does not prevent Trustor from claiming damages:

- 1) In case Trustor makes duplicate assignments of entrusted Copyrights, or violates obligations regarding the warranty of Copyrights.
- 2) In addition to the case set forth in the preceding Item, in case Trustor does not fulfill its obligations provided for in Contract.
- 3) In case Trustor performs an act which seriously interferes with the business operations of Trustee.

#### **Article 23 (Termination of Trust)**

In case any of the following is applicable, Trust shall terminate:

- 1) In case Term of Trust has expired without being renewed under Article 9 Section 1.
- 2) In case Copyright Trust Contract has been cancelled under the preceding two Articles or Article 38 Section 2.
- 3) In case Trustor (limited to music publishers; the same applies to the following Item) has dissolved itself due to the determination of commencement of bankruptcy proceedings or any other reason.
- 4) In case Trustor has changed or left its address without giving notification set forth in Article 33 Section 1 (3) and reasonable investigation by Trustee cannot find the whereabouts of Trustor (referred to as “in case the whereabouts are unknown” in Article 25 Section 2 and Article 26 Section 1).
- 5) In addition to the cases set forth above, in case any reason for termination of Trust arises as provided by the Trust Law.

#### **Article 24 (Settlement of Trust)**

**Section 1.** Upon termination of Trust, settlement shall be conducted in accordance with the Trust Law and these Stipulations.

**Section 2.** Even after termination of Trust, Trustee shall distribute royalties, etc. to the beneficiary or the right owner until the completion of settlement in accordance with Article 18 Section 1 through 3.

**Section 3.** Remaining property upon termination of Trust shall revert to Trustor. However, in case Trustor (excluding music publishers) designates a third party as the right owner with consent from Trustee, remaining property shall revert to said third party.

#### **Article 25 (Exceptions on Ownership of Copyrights after Termination of Trust)**

**Section 1.** Among Copyrights entrusted for Trust that is terminated under Article 23 (3), any right acquired under a copyright contract executed between a music publisher who is a

Trustor and any person listed below (meaning a contract for assignment of copyrights that is executed for the purpose set forth in Article 10 (2); the same applies to the following Section and Section 1 of the following Article) shall be vested in the person set forth below, notwithstanding the provisions of Section 3 of the preceding Article:

- 1) Author in the position of Trustor who has executed Copyright Trust Contract with Trustee.
- 2) Any person who has succeeded to or acquired Copyrights by inheritance or other means and is in the position of Trustor after executing the Copyright Trust Contract with Trustee.
- 3) Any person who has succeeded to the position of Trustor under the provisions of Article 27 Section 1 and is in the position of Trustor.

**Section 2.** When conducting the settlement of Trust (limited to a Trust in which Trustor is a music publisher; the same applies to Section 1 of the following Article), if the whereabouts of the music publisher who is a Trustor are unknown, any entrusted Copyrights that have been acquired by such a music publisher under a copyright contract shall be vested in the other party of the copyright contract, notwithstanding the provisions of Section 3 of the preceding Article and the preceding Section.

#### **Article 26 (Exceptions on Distribution of Royalties, etc. after Termination of Trust)**

**Section 1.** When conducting the settlement of Trust, if the whereabouts of the music publisher who is a Trustor are unknown, all royalties, etc. belonging to trust assets that are to be distributed to Works for which Copyrights have been acquired by the music publisher under a copyright contract (Works for which royalties, etc. are to be distributed as set forth in Article 2 (6) of the Distribution Rules for Musical Works) shall be distributed to the other party of the copyright contract, notwithstanding the provisions of Article 24 Section 2 or 3.

**Section 2.** Distribution under the preceding Section shall be made in accordance with any applicable category set forth in 1 through 6 of the distribution rate table provided in Chapter 2 Section 1 or Chapter 3 Section 1 of the Distribution Rules for Musical Works.

#### **Article 27 (Succession of Status of Trustor)**

**Section 1.** An inheritor or legatee (limited to universal legatee or specific legatee who is a donee of assets under Trust) (hereinafter called "Inheritors, etc." in this Article and Section 2 of the following Article) upon the death of Trustor, or a corporate entity which succeeds rights and obligations from a corporate entity which is a Trustor upon its merger or demerger, shall succeed to the status of Trustor under Trust. In this case, excluding cases where Trustor has expressed intentions otherwise, the rights in Article 3 Section 3 shall also be succeeded.

**Section 2.** Upon succession of Trustor's status, Inheritors, etc. or corporate entities who are comprehensive successors shall notify Trustee of such a matter without delay.

**Section 3.** In case the number of Inheritors, etc. in the preceding Section is more than one, Inheritors, etc. shall mutually elect one person who represents and executes the rights of Trustor based on Trust (or the rights and the beneficiary rights if they have also succeeded to the beneficiary rights) and notify Trustee of such a matter.

**Section 4.** The provisions of the preceding two Sections shall be applied *mutatis mutandis* to cases where there are successions, testamentary gift, mergers or demergers to beneficiaries (excluding beneficiaries who are also Trustors).

#### **Article 28 (Exceptions on Position of Trustors and Exercise of Rights)**

**Section 1.** In case a person who is not a Trustor is the only beneficiary upon the death of Trustor or becomes the only beneficiary upon the death of Trustor, notwithstanding the provisions of preceding Article 27 Section 1, the position of Trustor transfers to such a person upon the death of Trustor. However, in case Trustor had designated the person to whom the position of Trustor shall be transferred with consent from Trustee, the position shall be transferred to such designated person.

**Section 2.** In case Inheritors, etc. of Trustor succeed to the status of Trustor based on the provisions of preceding Article 27 Section 1 and where a beneficiary exists besides such Inheritors, etc., the following rights of Trustor may not be exercised unless consent is obtained from such a beneficiary. However, this shall not necessarily apply in case it is clear that the interests of such a beneficiary are not prejudiced:

- 1) Rights in Article 3 Section 3.
- 2) Rights provided for in Article 4 or Article 5.
- 3) Right to terminate Trust by notifying that it shall not be renewed, as in Article 9 Section 1.
- 4) Rights provided for in Article 21.
- 5) Rights provided for in Article 38 Section 2.

**Section 3.** In case the beneficiary, who is a Trustor, assigns or pledges beneficiary rights or the right to demand distribution, each right of Trustor mentioned in preceding Section 2 cannot be exercised unless consent is obtained from such assignee or pledgee. However, this shall not necessarily apply in case it is clear that the interests of such assignee or pledgee are not prejudiced.

**Section 4.** In cases where Trustor shall determine the amount of royalties based on the provisions of Article 15 Section 2 and Trustor does not own the right to demand distribution concerning such royalties, notwithstanding the provisions of such Section, the person who receives distribution in place of Trustor shall determine the amount of such royalties. However, this shall not necessarily apply in case the interested parties mutually agree upon otherwise.

**Article 29 (Prohibition of Unaccepted Assignment or Pledge of Beneficiary Rights)**

The beneficiary may assign or pledge beneficiary rights only when authorization is obtained from Trustee. However, in case the beneficiary has become a beneficiary based on the provision of Article 3 Section 2 or by the exercise of rights in Article 3 Section 3, authorization from Trustor shall also be required.

**Article 30 (Prohibition of Unaccepted Assignment or Pledge of Right to Demand Distribution)**

The right to demand distribution may be assigned or pledged only when authorization is obtained from Trustee. However, in case the assignor has become a beneficiary based on the provision of Article 3 Section 2 or by the exercise of rights in Article 3 Section 3, authorization from Trustor shall also be required.

**Article 31 (Notifications, etc. by Trustee)**

**Section 1.** Remittances, notifications or other notices from Trustee under these Stipulations (called “Notifications, etc.” in the following Section and Article 33 Section 3) shall be directed to the address or beneficiary bank provided by Trustor. However, in case a substitute recipient mentioned in Article 33 Section 3 is appointed, the aforementioned notices shall be directed to such a person.

**Section 2.** In case any of the following is applicable, Trustee may suspend Notifications, etc. mentioned in preceding Section 1. In this event, the place to execute the obligations of Trustee shall be its office:

- 1) In case notifications provided for in Article 27 Section 2 through Section 4 are not made.
- 2) In case notifications and other notices directed to the address provided by Trustor do not reach Trustor on three or more consecutive occasions.
- 3) In case the remittance directed to the beneficiary bank provided by Trustor does not reach Trustor.
- 4) In case execution of pledge, coercive collection or other seizure is conducted against the right to demand distribution.

**Article 32 (Obligation to Notify Seal Impression)**

**Section 1.** Trustor must notify Trustee of its seal impression.

**Section 2.** Trustee shall not be liable for any loss or damage incurred resulting from the fraudulent use of the seal mentioned in the preceding Section.

**Section 3.** The provisions of the preceding two Sections shall be applied *mutatis mutandis* to seal impressions of beneficiaries (excluding beneficiaries who are also Trustors)

### **Article 33 (Duty of notification by Trustor)**

**Section 1.** Trustor shall notify Trustee without delay in case any of the following occurs and shall follow prescribed procedures. The same shall also apply in case any of the following (1) to (5) occurs to beneficiaries (excluding beneficiaries who are also Trustors):

- 1) Loss of certificate of trust or notified seal.
- 2) Change of beneficiary bank, etc.
- 3) Change of name, seal impression, or notified address.
- 4) Merger, demerger, dissolution due to the determination of bankruptcy proceedings or other reasons of corporate entity and other organization, or change in its structure and of its name, etc.
- 5) Change of representative, substitute, or substitute recipient of royalties, etc.
- 6) Creation of new Works by Trustor, or assignment of Copyrights to Trustor.
- 7) Expiration of the reasons to reserve or limit the extent of trust of rights concerning the administration of entrusted Copyrights.

**Section 2.** With regard to the notification of preceding Section 1 (6), information on rights pertaining to categories of rights and usage forms which Trustor has not entrusted the administration to Trustee must also be provided.

**Section 3.** In case Trustor or beneficiary resides abroad, Trustor shall report to Trustee the address and name of the substitute recipient in Japan for Notifications, etc.

**Section 4.** Trustee shall not be liable for any loss or damage incurred due to Trustor's failure to take the procedures mentioned in the preceding three Sections.

### **Article 34 (Secure Management of Personal Data)**

**Section 1.** Trustee must take necessary and appropriate measures for the prevention of leakage and otherwise secure management with regard to personal data (including their personal numbers) of Trustor and the beneficiary-Trustee in its possession.

**Section 2.** When Trustor receives the personal data of a third party from Trustee based on Stipulations, Trustor must take necessary and appropriate measures for the prevention of its leakage and otherwise secure management.

### **Article 35 (Provision of Personal Data to Third Party)**

In case any of the following is applicable, Trustee may provide personal data of Trustor (excluding its personal number) to a third party. However, (2) to (8) are limited to provision to the extent necessary for the administration of entrusted Copyrights:

- 1) In case information such as the name or pseudonym, author/composer classification, and titles of major works with regard to those who have newly concluded or cancelled Copyright Trust Contract, those who have succeeded to the status of Trustor or those who have added pseudonyms are published on newsletter.

- 2) In case information regarding Works related to entrusted Copyrights are provided to users.
- 3) In case information regarding Works related to entrusted Copyrights are provided to businesses which administer Copyrights within or outside Japan.
- 4) When work notifications and other work documentation which list multiple interested parties are submitted and information listed on such work documentation is provided to interested parties other than the interested parties who have submitted the documentation.
- 5) In case Trustors who are presumed to be the writers of Works based on information obtained from users are requested to confirm facts with regard to Works for which work notifications and other work documentation have not been submitted.
- 6) In case interested parties are notified of information regarding the distribution of royalties.
- 7) In case measures to prevent or resolve the infringement of entrusted Copyrights are taken.
- 8) In case any provision besides the aforementioned is required for the administration of entrusted Copyrights.

#### **Article 36 (Scope of Use of Personal Number)**

Trustee shall use the personal number provided by Trustor or the beneficiary only for the purpose of preparing and submitting a report pursuant to the provisions of the Income Tax Act (Act No. 33, of 1965).

#### **Article 37 (Notification of Changes to Tariffs for the Use of Musical Works)**

Trustee shall notify Trustor and beneficiary when changes are made to the Tariffs for the Use of Musical Works.

#### **Article 38 (Changes to Stipulations, etc.)**

**Section 1.** Trustee shall announce without delay and notify Trustor and beneficiary when changes are made to Stipulations, Distribution Rules for Musical Works, Distribution Rules for Surplus, Distribution Rules for Remuneration of Audio Recording, Distribution Rules for Remuneration of Audio-visual Recording, Rules for Administrative Expenses, Rules for Application Fee for Trust Contract, Rules for Administrative Expenses of Audio Home Recording, Rules for Administrative Expenses of Audio-visual Recording, and Regulations on Term of Trust (called “Stipulations, etc.” in Section 4).

**Section 2.** Trustor objecting to changes related to announcements and notifications set forth in the preceding Section may cancel Copyright Trust Contract within three months from the day of the receipt of notification.

**Section 3.** The right to cancel mentioned in the preceding Section shall be exercised in writing.

**Section 4.** In case the right to cancel mentioned in preceding Section 2 is not exercised within a period of six months from the date of announcement, Copyright Trust Contract shall be changed according to the contents of the amended Stipulations, etc.

**Article 39 (Announcements)**

Announcements under Stipulations shall be made by posting them at the office of Trustee.

**Article 40 (Jurisdiction)**

Lawsuits with respect to Trust shall come under the jurisdiction of the Tokyo District Court.

**(Provisional Measures on Trust and Administration of Copyrights)**

1. Notwithstanding the provisions of Article 3 Section 1, Article 4 Article 5, and Article 10, Trustor may, for the time being, assign its copyrights with prior consent from Trustee in any of the following cases:
  - 1) When Trustor assigns the broadcasting rights (among public transmission rights, rights related to broadcasting; the same applies to the following Item) of commissioned Works created for Advertising Purposes to the advertiser who commissioned such Works.
  - 2) When Trustor assigns the broadcasting rights of Works which are commissioned theme music or background music for broadcast programs or the presentation rights of Works which are commissioned theme music or background music for theatrical films to the program producer or film producer who commissioned such Works.
2. Notwithstanding the provisions of Article 11 Section 1, Trustor (excluding music publishers) may, for the time being, make the following reservations or limitations on the scope of administration of entrusted Copyrights with prior consent from Trustee:
  - 1) Trustor may, with respect to commissioned Works created for Advertising Purposes, allow the advertiser who commissioned such Works to use them within a certain scope set as the purpose of such a commission.
  - 2) Trustor may, with respect to commissioned theme music and background music for broadcast programs or theme music and background music for theatrical films, allow the program producer or film producer who commissioned such Works to use them within a certain scope set as the purpose of such a commission.
  - 3) Trustor may, with respect to commissioned theme music and background music for theater or theatrical music works (theatrical music works set forth in 2 of Chapter 1 of the Tariffs for Use of Musical Works), allow the theater producer or sponsor who commissioned such Works to use them within a certain scope set as the purpose of such a commission.
  - 4) Trustor may, with respect to commissioned Works for games, allow the game producer who commissioned such Works to use them within a certain scope set as the purpose of such a commission.
3. Notwithstanding the provisions of Article 11, in case any of the following is applicable, Trustor may, for the time being, make reservations or impose limitations on the scope of administration of entrusted Copyrights as prescribed in the chart below, with prior consent from Trustee:

- 1) In case Works which will first be used in phonograms, videograms, and other recordings for commercial purposes (hereinafter called “commercial recordings”) and in commercial interactive transmissions (hereinafter called “commercial transmissions”) are offered by Trustor for use in advertisements of certain products or services for the purpose of promoting the sales of such commercial recordings or such commercial transmissions.
- 2) In case Works which will first be used in commercial recordings and commercial transmissions are offered by Trustor for use in theatrical films for the purpose of promoting the sales of such commercial recordings or such commercial transmissions.

Category	Requirements	Usage forms of Works for which administration may be reserved or limited	Termination date of reservation/ limitation period
1) Works offered for use in advertisements	a) All interested parties must agree. b) Information designated by Trustee must be listed on Work notification (prescribed documentation or electronic records submitted by Trustor to Trustee as the notification to Trustor provided for in Article 33 Section 1 (6)). c) For one Work, the total number of products and services for which the Work is offered for use in	a) Recording for broadcasts of commercials b) Broadcasts of commercials in relation to the recording in above a) c) Recording for commercials on videograms, etc. (limited to exhibitions at storefronts, on streets, in aircrafts and at event venues and theaters) d) Exhibition of videograms, etc. in relation to the recording in above (b) (limited to exhibition at storefronts and theaters)	Three months from the Release Date of the commercial recording or from the date commercial transmissions commenced, whichever comes first (hereinafter called “Release Date”) (in case all interested parties agree on the postponement of termination date, such a date agreed upon by the parties; limited to one year from release date)
2) Works offered for use in theatrical films	advertisements, and uses in theatrical films for which the Work is offered for use in theatrical films shall not exceed three.	a) Synchronization (limited to cases where Work is recorded as theme music) b) Exhibition of films in relation to the synchronization in a) above c) Recording relating to the production of trailers in relation to the synchronization in a) above	Three months from Release Date  Three months from Release Date (in case all interested parties agree on the postponement of termination date, such a date agreed upon by the parties; limited to one year from Release Date)

4. With regard to the reservation or limitation on the administration of mechanical rights, in case Trustor, at the time the Stipulations for Copyright Trust Contract (amended on March 21, 1980) took effect, had concluded agreements with users of Works which do not fall

under Article 8 Section 1 (1) and (2) of the said Stipulations, Trustor may continue such agreements for the time being with consent from Trustee.

## (Appendix)

1 Performing rights, etc.	2 Mechanical rights, etc.	3 Lending rights	4 Publication rights, etc.
	<div>5 Recording in films</div> <div>6 Recording in videograms, etc.</div> <div>7 Recording in game software</div> <div>8 Recording for transmission of commercials</div>		
	9 Broadcasting / cable broadcasting		
	10 Interactive transmissions		
	11 On-line Karaoke for business use		

## 1. Categories of rights

- 1 **Performing rights, dramatical performance rights, presentation rights, public transmission rights, communication rights, and recitation rights** (excluding rights in relation to usage forms provided for in 9 through 11)
- 2 **Mechanical rights, distribution rights, and assignment rights pertaining to recordings** (excluding rights in relation to usage forms provided for in 9 through 11)
- 3 **Lending rights** (excluding rights in relation to usage forms provided for in 9 through 11)
- 4 **Publication rights and assignment rights pertaining to publications** (excluding rights in relation to usage forms provided for in 9 through 11)

**2. Categories of usage forms (limited only to rights within Japan)**

- 5 **Recording in films** (fixation of Works along with a series of images to recording media such as theatrical films and the duplication or distribution of such fixed material, all for the purpose of public exhibition in theaters and other places)
  - 6 **Recording in videograms, etc.** (fixation of Works along with a series of images to recording media such as videotapes and videodiscs and the duplication or distribution of such fixed material; excluding those falling under categories 5 and 7)
  - 7 **Recording in game software** (fixation of Works to recording media used for game machines which accompany images, such as videogame machines, and the duplication or distribution of such fixed material, all for the purpose of being offered for games)
  - 8 **Recording for transmission of commercials** (fixation of Works for the purpose of usages in commercials on broadcasts, cable broadcasts, and interactive transmissions, and the duplication or distribution of such fixed material)
  - 9 **Broadcasting / cable broadcasting** (broadcasting or cable broadcasting (hereinafter called “Broadcasting, etc.”), communication, or reproduction for Broadcasting, etc. of Works, and other use of Works accompanying Broadcasting, etc.)
  - 10 **Interactive transmissions** (public communication of Works by methods other than broadcasting and cable broadcasting (hereinafter called simply “public transmission”), their communication, or reproduction accompanying public transmission, and other use of Works accompanying public transmission; excluding those falling under category 11)
  - 11 **On-line Karaoke for business use** (fixation of Works to Karaoke databases for the purpose of being sung at Karaoke facilities and places such as entertainment venues, their public transmission to terminals, etc. placed in such venues, and their fixation to such terminals, etc.)
3. In case Trustor excludes the rights in category 2 from the extent of trust of rights, usage forms 5 to 8 shall naturally be excluded from the extent of trust of rights, and in case Trustor excludes the rights in both categories 1 and 2 from the extent of trust of rights, usage forms 9 to 11 shall naturally be excluded from the extent of trust of rights.

## **Supplementary Provisions**

### **Article 1 (Date of Enforcement)**

**Section 1.** Stipulations shall come into force from January 6, 2016; provided, however, that the provisions of Article 15 Section 2 (3) and (5) shall not apply until the date determined by the Board even after the said date.

### **Article 2 (Provisional Measures on Term of Trust)**

**Section 1.** Notwithstanding the provisions of Article 37 Section 4 in the Stipulations for Copyright Trust Contract before its amendment, with respect to all Trusts existing at the time of enforcement of Stipulations whose Terms last until the expiry of Copyrights (referred to as “Trusts Lasting until the Expiry of Copyrights” in the following Section and Section 1 of the following Article), their Term of Trust shall not be changed.

**Section 2.** The provisions of Article 9, Section 1 shall not apply to Trusts Lasting until the Expiry of Copyrights.

### **Article 3 (Exceptions on the Timing of Changes in the Extent of Trust of Rights)**

**Section 1.** Trustor of Trusts Lasting until the Expiry of Copyrights may change the extent of trust of rights on April 1, 2016 based on the provisions of Articles 4 and 5. The same shall apply at the conclusion of each three-year period from that date.

**Section 2.** In case Trustor wishes to change the extent of trust of rights based on the provisions of the preceding Section, Trustor shall notify Trustee of such an intention in writing at least three months before the date of such a change.

### **Article 4 (Exceptions on the Extent of Trust of Rights in Foreign Territories)**

**Section 1.** In case Trustor excludes the rights in category 3 of the Appendix from the extent of trust of rights but does not exclude the rights in category 2 of the Appendix from the extent of trust of rights, the rights in categories 2 and 3 in foreign territories shall be included in the extent of trust of rights, and in case the rights in category 2 are excluded from the extent of trust of rights, the rights in categories 2 and 3 in foreign territories shall be excluded from the extent of trust of rights even if the rights in category 3 are not excluded from the extent of trust of rights.

**Section 2.** Notwithstanding the provisions of Article 3 Section 1, the following Copyrights (excluding any right equivalent to the rights categorized in 9 through 11 of Appendix [hereinafter called “Rights Falling under 9 through 11 in Exceptional Regions”]) shall be reserved to Trustor:

- 1) Copyrights in foreign territories where copyright management organizations, etc. which have concluded reciprocal representation agreements with Trustee do not exist.

- 2) Of Copyrights in foreign territories where copyright management organizations, etc. which have concluded reciprocal representation agreements with Trustee do exist, the rights not covered by the scope of administration of such organizations, etc.

**Section 3.** With regard to the selection of the scope of trust (meaning the selection of the scope of trust performed before the enforcement of Stipulations and including any selection effective at the time of enforcement of Stipulations), rights falling under 9 through 11 in Exceptional Regions shall be deemed to be included in the rights categorized in 9 through 11 of the Appendix, and the provisions of Article 4 and Section 3 of Appendix shall apply.

**Section 4.** Rights Falling under 9 through 11 in Exceptional Regions shall be managed only to the extent considered by Trustee to be reasonably feasible in comprehensive consideration of geographical, technical, socio-economic conditions and other matters.