

At its meeting held on 1 July 2016, the Managing Board of the AIPA (Collecting Society of Authors, Performers and Producers of Audiovisual Works of Slovenia), based on the resolutions of the assemblies of co-authors, performers and film producers of the AIPA and on the 2<sup>nd</sup> paragraph of Article 14 adopted the following consolidated text of the Statutes of the AIPA, which reads:

## **STATUTES**

### **of the AIPA**

#### **(consolidated text)**

### **I. Name, registered office and legal status of the AIPA**

#### Article 1

The AIPA operates under the name Collecting Society of Authors, Performers and Producers of Audiovisual Works of Slovenia (hereinafter: the AIPA).

Its registered office is in Ljubljana, Šmartinska 152. The short name is the AIPA.

#### Article 2

The AIPA is a legal entity of unlimited liability, responsible for its obligations with all assets it disposes with.

#### Article 3

The AIPA is a legal entity with the rights and obligations in legal transactions as specified by the law and these Statutes.

### **II. The AIPA Stamp**

#### Article 4

The AIPA uses its stamp in legal transactions to stamp all acts, documents and letters it sends or issues.

#### Article 5

The number of stamps, their use, method of protection and destruction is set by the Managing Board of the AIPA.

### III. Representation and Signing

#### Article 6

The AIPA shall be represented by the Director who is responsible for the legality of the AIPA's operations. The Director is authorised to conclude agreements on behalf and for the account of the AIPA, and to perform other tasks. During any absence, the Director shall be replaced by the authorised employee of the AIPA designated and authorised by the Director. If the authorisation cannot be performed by the Director, the person replacing the Director during absence is authorised by the Managing Board of the AIPA. During the time of replacement, the authorised employee shall have the same powers as the Director.

The Director or the authorised employee may in individual matters delegate the power of representation of the AIPA to other persons.

#### Article 7

The signatories of the AIPA are the Director and the employees authorised for representation – within their powers and in the scope of the tasks they perform. Based on the Director's authorisation for signing individual documents, the Chairperson of the AIPA Managing Board may reasonably sign all the documents needed for regulating the relations between the AIPA and the Director.

By a written decision the Director designates the persons authorised to sign on behalf of the AIPA. The decision authorising persons to sign on behalf of the AIPA shall contain a description or specification of deals and relations for which the authorised person may sign on behalf of the AIPA.

### IV. AIPA Activity

#### Article 8

The main goal and activity of the AIPA is the collective management and protection of the rights of:

- 1) co-authors of audiovisual works (author of adaptation, screenplay writer, author of dialogues, director of photography, main director, composer of film music created especially for use in the audiovisual work, animator, if animation is an essential element of the audiovisual work);
- 2) authors of contributions to audiovisual works (animator who is not considered a co-author of an audiovisual work, set designer, costume designer, make-up artist and editor, **excluding** the music composer who is not considered a co-author of an audiovisual work (hereinafter: authors of contributions to audiovisual works);
- 3) performers in audiovisual works (actors, singers, musicians, dancers, directors of theatre performances, orchestra conductors, singing choir masters, sound designers and variety performers and circus artists and other persons who act,

- sing, deliver, declaim, play in, interpret or in any other way perform copyright works or expressions of folklore in the audiovisual work); and
- 4) film producers of audiovisual works recorded on videograms;

as defined by the Copyright and Related Rights Act (ZASP) in the case of cable retransmission of audiovisual works (including the contributions to audiovisual works) and the right to equitable remuneration for making a sound or visual fixation of audiovisual works (including the contributions to audiovisual works) within the scope of private or other internal use.

The AIPA shall enforce:

- 1) the rights of co-authors of audiovisual works:
  - ı) the right to equitable remuneration for making a sound or visual fixation of audiovisual works within the scope of private or other internal use;
  - ıı) the right to the rebroadcasting of audiovisual works in the case of cable retransmission of audiovisual works (hereinafter: the right to cable retransmission), except for broadcasters' own transmissions regardless of whether the rights are their own or have been transferred to them by other right holders;
- 2) the rights of authors of contributions to audiovisual works:
  - ı) the right to equitable remuneration for making a sound or visual fixation of audiovisual works within the scope of private or other internal use;
  - ıı) the right of cable retransmission of contributions to audiovisual works, except for broadcasters' own transmissions regardless of whether the rights are their own or have been transferred to them by other right holders;
- 3) the rights of performers in audiovisual works:
  - ı) the right to equitable remuneration for making a sound or visual fixation of audiovisual works within the scope of private or other internal use;
- 4) the rights of film producers:
  - ı) the right to equitable remuneration for making a sound or visual fixation of audiovisual works within the scope of private or other internal use.

The AIPA performs its activity on the basis of the law, contracts and authorisations of co-authors of audiovisual works, authors of contributions to audiovisual works, performers in audiovisual works and film producers of audiovisual works, and primarily:

- allows the use of works from the repertoire of protected works under the similar rules for similar uses;
- informs users of the amounts of proposed remunerations and concludes with them agreements concerning the conditions of the use of protected works;
- publishes tariffs for the payment of remuneration;
- concludes agreements with foreign collecting societies;
- monitors the use of works from the repertoire;
- collects remunerations and royalties;
- distributes collected funds to right holders in accordance with pre-determined distribution rules;

- concludes contracts on the management of copyright and related rights with co-authors of audiovisual works, the performers whose performances have been used in audiovisual works and with film producers;
- enforces the protection of copyright and related rights to audiovisual works before courts and other state bodies, provided it renders account to the rights holder for the rights so enforced.

#### Article 8a

The AIPA's activity in the scope of collective management also includes voluntary collective management and protection of the rights of:

- 5) co-authors of audiovisual works (author of adaptation, screenplay writer, author of dialogues, director of photography, main director, composer of film music created especially for use in the audiovisual work, animator, if animation is an essential element of the audiovisual work);
- 6) authors of contributions to audiovisual works (animator who is not considered a co-author of an audiovisual work, set designer, costume designer, make-up artist and editor, excluding the music composer who is not considered a co-author of an audiovisual work);
- 7) performers in audiovisual works (actors, singers, musicians, dancers, directors of theatre performances, orchestra conductors, singing choir masters, sound designers and variety performers and circus artists and other persons who act, sing, deliver, declaim, play in, interpret or in any other way perform copyright works or expressions of folklore in the audiovisual work); and
- 8) film producers of audiovisual works recorded on videograms;

as defined by the Copyright and Related Rights Act (ZASP) for all other cases of collective management for which the Act does not prescribe mandatory collective management and especially secondary broadcasting of audiovisual works (including the contributions to audiovisual works) and making audiovisual works available to the public (including the contributions to audiovisual works) as well as videograms of audiovisual works and performances in audiovisual works.

The AIPA shall thus manage also the following rights:

- 1) the rights of co-authors of audiovisual works:
  - ✕① related to the communication to the public, including the following rights of use of the audiovisual work in non-material form:
    - secondary broadcasting;
    - making available to the public;
- 2) the rights of authors of contributions to audiovisual works:
  - ✕① related to the communication to the public, including the following rights of use in non-material form of the contributions to audiovisual works:
    - secondary broadcasting;

- making available to the public;
- 3) the rights of performers in audiovisual works:
  - ✕① related to the communication to the public, including the following rights of use in non-material form of the videogram with performance in the audiovisual work:
    - making available to the public a videogram containing their performance;
- 4) the rights of film producers:
  - ✕① related to the communication to the public, including the following rights of use in non-material form of videograms with an audiovisual work:
    - making available to the public of their videograms.

#### Article 9

The AIPA shall collectively manage and protect the rights of domestic co-authors of audiovisual works, the authors of contributions to audiovisual works, performers in audiovisual works and film producers in Slovenia and abroad as well as manage and protect the rights of foreign holders of copyright and related rights to audiovisual works and in relation to audiovisual works (contributions, videograms) in Slovenia; within the meaning of international reciprocity, the rights of foreign holders in Slovenia shall be managed and protected under the same rules and conditions as that of domestic rights holders.

The AIPA may delegate administrative-technical assignments related to collective management of rights to another collecting society or company based on a contract.

#### Article 10

The AIPA may conclude agreements and perform other legal transactions in the scope of its activity registered in the Companies Register.

### **V. Bodies of the AIPA**

#### Article 11

The bodies of the AIPA are the following:

- Managing Board of the AIPA,
- Director,
- Assembly of Co-Authors of Audiovisual Works (in short: Assembly of Co-Authors),
- Assembly of Authors of Contributions to Audiovisual Works (hereinafter: Assembly of Authors of Contributions);
- Assembly of Performers whose Performances are Used in Audiovisual Works (in short: Assembly of Performers),
- Assembly of Film Producers (in short: Assembly of Producers),
- Supervisory Board.

The AIPA may have other bodies whose sphere of activity, composition and method of voting or appointment shall be stipulated by rules.

## **VI. Managing Board of the AIPA**

### Article 12

The AIPA shall be managed by the Managing Board, which comprises:

- Chair and Vice-Chair of the Assembly of Co-Authors;
- Chair and Vice-Chair of the Assembly of Performers;
- Chair and Vice-Chair of the Assembly of Film Producers;
- An additional elected representative who is a member of the Assembly of Co-Authors;
- Chair and Vice-Chair of the Assembly of Authors of Contributions.

The additional elected representative who is a member of the Assembly of Co-Authors shall perform his or her function in the Managing Board until the election assembly three years after having been elected.

### Article 13

The Managing Board of the AIPA shall hold regular meetings at least every two months. Regular meetings shall be proposed and convened by the Director of the AIPA according to and as specified in the internal rules, but no less than 8 days before the scheduled date. On the proposal of any member of the Managing Board or other bodies of the AIPA, the Managing Board may hold an extraordinary meeting convened by the president or vice-president of the Managing Board according to the internal rules, but no less than 3 days before the scheduled date.

### Article 14

The main tasks of the Managing Board shall be:

- the management of the AIPA by deciding on all issues related to the operations of the AIPA, except the management issues or areas of the AIPA in respect to which the Managing Board transfers decision-making and management to the Director;
- formulating the proposed amendments and harmonisation of the Statutes and other general acts of the AIPA, including those adopted by the Assemblies, and adopting consolidated texts of acts, other than rules of procedure of the Assemblies;
- providing explanations and mandatory clarifications of the provisions hereof and other general acts of the AIPA, unless these Statutes stipulate that such explanations and mandatory clarifications of the provisions of general acts be provided by another body of the AIPA;

- discussing the business plan, the annual plan of revenue distribution, the end of year financial report, the financial plan and the report on its implementation compiled by the Director and approved by the Assemblies;
- adopting the minimum amount in respect of which the payment of royalties and remunerations to beneficiaries is on the proposal of the Director still cost-efficient in view of the payment costs (hereinafter: the Census);
- adopting the classification of jobs;
- supervising the operations of the administrative/technical division and its dealings in behalf and at the expense of the AIPA for third parties;
- appointing and discharging the Director of the AIPA;
- giving opinions and proposals on issues to the Director and the Assemblies;
- deciding on objections against the Director's decisions;
- deciding on objections against the decisions of the Director or the Administrative Department Manager as regards membership in the Assemblies of the AIPA;
- formulating and adopting tariffs;
- preparing the draft Rules on the Distribution of Remunerations and Royalties (hereinafter also: Rules on the Distribution), which are submitted for adoption to Assemblies;
- deciding on complaints of rights holders against royalty accounts and pre-testing requests for supervision;
- managing the funds from special funds and approving the conditions and the procedure for the distribution of funds from these funds;
- other tasks in accordance with the legislation and the acts of the AIPA.

#### Article 15

The work of the Managing Board of the AIPA shall be managed by the President elected by members of the Managing Board by absolute majority from among the representatives of the Assemblies. The function of the President shall be alternately performed by the representatives of the Assemblies. The members of the Managing Board shall also elect the Vice-President who shall manage the Managing Board during the absence of the President. The Vice-President of the Managing Board shall not be a member of the same assembly as the President of the Managing Board.

The Managing Board of the AIPA shall decide by majority vote and shall constitute a quorum if at least four (4) members are present at the meeting, at which must be guaranteed the presence of at least one (1) elected representative of each individual Assembly.

#### Article 16

Each of the Assemblies shall have exclusive competence to decide on its own matters.

The rights of holders that comprise an assembly shall be decided on only by the rights holders and their representatives in the Managing Board. The Managing Board



shall fully decide only on common matters and the matters related to the management and administration of the AIPA.

## **VII. Director of the AIPA**

### Article 17

The Director organises and manages the work of the AIPA, represents the AIPA and is responsible for the AIPA's legal compliance. The Director shall act to the benefit of the AIPA with due care and diligence. The Director is morally, criminally and pecuniarily liable for his or her work. The Director performs the following tasks and assignments:

- preparing the business and development plan of the AIPA;
- implementing tasks assigned by the Managing Board of the AIPA;
- coordinating the functioning of bodies;
- preparing, in cooperation with the Administrative Department, a proposal for royalty and remuneration Census for the Managing Board of the AIPA;
- preparing proposals for the end of year financial statements, the annual business and financial plans and the annual plan of revenue distribution, and is responsible for their implementation;
- preparing the report for the Managing Board of the AIPA on the implementation of the annual action and financial plans;
- proposing job classification;
- organising work at the AIPA;
- deciding on employment relationships and disciplinary liability of employees;
- performing other tasks according to the law, regulations, acts and needs of the AIPA.

### Article 18

A citizen of the Republic of Slovenia with at least level VII of education (university), capable of organising and managing the AIPA and meeting any other conditions that prove necessary for managing the AIPA, may be appointed to the position of the Director. The Director is appointed by the Managing Board of the AIPA and may also be discharged by it at any time.

## **VIII. Assembly of Co-Authors**

### Article 19

The Assembly of Co-Authors is comprised of the interested co-authors of audiovisual works and their interested legal successors who become members of the Assembly of Co-Authors on the basis of a signed membership application and fulfilment of conditions for Assembly membership specified herein.

The eligibility criteria for membership in the Assembly:

- filled out and signed membership application;





- at least one registered actually existing audiovisual work for which the interested party wishes to enforce the rights and in relation to which the holder of rights is registered in the AIPA's registry;
- a list of actually existing audiovisual works for which the interested party wishes to exercise the rights and in relation to which it holds rights (if the interested party has not yet registered audiovisual works in the AIPA's registry);
- submitted evidence of legal succession of a non-original holder of rights.

When exercising their membership rights they each have one vote only and the interests of an original holder of rights can be exercised by only one person at a time.

The term "**original holder of rights**" shall within these Statutes mean a holder of either a copyright or related right whose rights arose with the creation of the protected work (the person who co-created an audiovisual work; the person who created a contribution to an audiovisual work; the person who created the performance in an audiovisual work; the person who organised and managed the creation of an audiovisual work); unlike the term "**non-original holder of rights**", which shall within these Statutes mean a holder who obtained the rights by transfer (either under the law either by legal transaction or by court decision).

The membership does not prejudice or restrict the right to payment of funds which the AIPA collects for the purposes for which the rights are exercised collectively, under the conditions stipulated in the applicable legislation, the acts of the AIPA and the resolutions of the Assembly.

All rights stipulated for co-authors of audiovisual works are under equal terms applied to their legal successors, unless defined differently herein.

#### Article 20

All the necessary data and changes thereof about the co-authors referred to in the previous Article herein are submitted to the AIPA in the form defined in the internal act by the co-authors or their legal successors and holders of rights to whom co-authors have transferred their rights.

If a non-original holder of rights wishes to claim remuneration and royalties, they shall state upon notification all the original holders of rights from which they directly or indirectly obtained the rights that they will exercise with the AIPA.

#### Article 21

The eligibility conditions for membership in the Assembly of Co-Authors shall be verified by the Director or Head of the Administrative Department of the AIPA, who in 15 days from receiving the documentation and evidence of fulfilment of conditions for membership in the Assembly of Co-Authors and after signing the membership application informs the new member of admission to the Assembly of Co-Authors. A

non-original holder of rights shall upon signing the membership application submit also adequate proof of legal succession.

The Director or Head of the Administrative Department shall in the same period inform the applicant who does not meet the eligibility conditions for membership in the Assembly of Co-Authors, stating the reasons for rejection.

The applicant who has been denied admission may file an appeal against the decision referred to in the previous paragraph. The appeal shall be filed in 8 days in written form, in two copies, at the registered office of the AIPA or sent by registered mail, and shall be deemed submitted on time, even if it is sent to the AIPA on the last day of such period. The appeal shall contain the grounds and state all the reasons and all the evidence must be attached, since the Managing Board shall not consider subsequent applications or evidence.

The applicant whose membership application for the Assembly of Co-Authors has been denied cannot re-apply for the same Assembly merely based on the evidence that was submitted with the previous application that was rejected.

Any disputes related to admission to the Assembly of Co-Authors shall be resolved by the Managing Board of the AIPA, whose decision about admission to the Assembly of Co-Authors shall be final.

#### Article 21a

New members may begin exercising their membership rights as of the first meeting of the Assembly in the calendar year following their acceptance to the Assembly.

#### Article 22

The members of the Assembly of Co-Authors shall have the following rights:

- to vote and be elected to the bodies of the AIPA;
- to participate in and co-decide about the work of the Assembly;
- to be acquainted with the work of the AIPA and its financial operations.

The members of the Assembly of Co-Authors shall have the following duties:

- to respect the resolutions of the Assembly and the bodies of the AIPA;
- to adhere to the Statutes and other acts of the AIPA;
- to protect the reputation of the AIPA and strive for exercising and protection of rights of co-authors of audiovisual works.

#### Article 23

Membership in the Assembly of Co-Authors shall terminate:

- upon dissolution of the Assembly of Co-Authors or the AIPA;
- upon resignation submitted to the Chair or Vice-Chair of the Assembly and to the Managing Board or Director of the AIPA in the form of a statement of resignation or in person, which is put on record.

- if the holder loses the economic rights of which they shall be informed by the Administrative Department of the AIPA; the person whose rights or membership is terminated may file an objection, and the objection proceedings shall be subject to the provisions of the Statutes on legal remedy against the decision rejecting membership in the Assembly.

#### Article 24

The tasks of the Assembly of Co-Authors shall be foremost the following:

- to adopt the annual business plan of the AIPA;
- to adopt the annual financial plan of the AIPA;
- to adopt amendments to the Statutes;
- to adopt the Rules on the Distribution in the part referring to the respective Assembly;
- to adopt and amend the Rules on the Use of Funds from Special Funds referred to in Article 71 herein, into which flow the funds of the holders of rights from the Assembly of Co-Authors;
- to provide explanations and mandatory clarifications of the provisions of the rules of procedure of the respective Assembly and other general acts, in the part referring to the respective Assembly and which are adopted by the respective Assembly;
- to decide on the use of funds from the Fund of Co-Authors as well as to discuss the annual report on the use of funds from the respective fund;
- to discuss the annual report prepared by the management and supervision bodies;
- to discuss the external audit report and to take measures so as to eliminate any irregularities;
- to elect representatives of the Assembly to the bodies of the AIPA;
- other tasks that are specified in the annual business plan and adopted by the Assembly or defined in the acts of the AIPA, the resolutions of the Assembly, the applicable legislation and the resolutions of the AIPA's bodies.

#### Article 25

The members of the Assembly of Co-Authors shall elect the Chair and Vice-Chair of the Assembly, the additional representative of the Assembly in the Managing Board of the AIPA and three representatives of the Assembly in the Supervisory Board as well as one substitute member for each member of the Managing Board of the AIPA should the term of office of any co-authors' representative in the said bodies of the AIPA be terminated early. The substitute member who is elected to the Managing Board and replaces a member whose term of office terminated early, shall perform the function of the co-authors' representative in the Managing Board until the election and no longer than until the expiry of the term of office of the representative whom they replaced.

The Chair of the Assembly shall manage the work of the Assembly of Co-Authors.

The Vice-Chair of the Assembly shall replace the Chair of the Assembly if the latter is absent or detained.

The term of office of the Chair and Vice-Chair of the Assembly shall be three years with the possibility of re-election.

#### Article 26

The tasks of the Chair of the Assembly of Co-Authors shall be foremost the following:

- to convene and chair the meetings of the Assembly;
- to convene and chair the meetings of the AIPA Managing Board during the presidency of the AIPA Managing Board;
- to coordinate and harmonise the work of the Assembly's representatives in the bodies of the AIPA;
- to convene the elective assembly meeting of the Assembly if the representatives of the Assembly resign from the bodies of the AIPA;
- to inform the members of the Assembly sitting on the Supervisory Board about the issues related to the AIPA;
- to provide to the Managing Board of the AIPA the recommendations and guidelines on the management of funds referred to in Article 71 herein, into which flow the funds of the holders of rights from the Assembly of Co-Authors;
- to prepare the annual report on the use of funds from the Fund of Co-Authors;
- to perform other tasks in accordance with the acts of the AIPA and the resolutions of the Assembly.

#### Article 27

The Assembly of Co-Authors shall perform work at meetings which may be:

- regular,
- extraordinary, or
- elective.

A regular meeting of the Assembly of Co-Authors is convened by the Chair of the Assembly or, upon their authorisation, by the Vice-Chair of the Assembly; the meeting shall be held no later than 30 June.

If the Chair of the Assembly does not convene the regular meeting of the Assembly by the stated deadline, the regular annual meeting shall be convened by the Supervisory Board, which shall by a written order require that the Chair of the Assembly produce and submit to the Supervisory Board a business plan for the following term in a set period that may not be shorter than 5 days.

If the Chair does not submit to the Supervisory Board the business plan of the Assembly referred to in the previous paragraph within the set period, the Supervisory Board shall discharge them from the position of the Chair of the Assembly and

announce and organise the election for the Chair of the Assembly (elective assembly meeting). The convening of the elective assembly meeting (also in the event of resignation, discharge or death of a co-authors' representative in the Managing Board or the Supervisory Board of the AIPA) shall be subject to the provisions applying to the convening of the regular assembly meeting, unless stipulated otherwise herein.

If the election fails due to irregularity, unlawfulness or other circumstances, the Supervisory Board shall organise re-election in 10 working days. If the Supervisory Board does not constitute a quorum, the Assembly meeting shall be convened by the Director of the AIPA.

#### Article 28

The method of convening, the deadlines and any other rules regarding the convening of meetings shall be defined in the internal rules of the Assembly and in compliance with the law, with a minimum 21-day deadline for convening a regular annual meeting and a 14-day deadline for the publication of the material about the proposed agenda items. The deadline for convening an extraordinary or elective assembly meeting shall be 14 days minimum and for the publication of the material about the proposed agenda items 7 days minimum.

#### Article 29

The Assembly shall decide by the majority of votes present at the meeting and a quorum shall be constituted if at least half the members are present. If a quorum is not constituted at the commencement of the meeting, a quorum shall be deemed constituted if at least 12 members are present 20 minutes after the commencement.

### **VIIIa. Assembly of Authors of Contributions**

#### Article 29a

The Assembly of Authors of Contributions is comprised of the interested authors of contributions to audiovisual works (hereinafter: authors of contributions) and their interested legal successors who become members of the Assembly of Authors of Contributions on the basis of the signed membership application and fulfilment of conditions for Assembly membership specified herein.

The eligibility criteria for membership in the Assembly:

- filled out and signed membership application;
- at least one registered actually existing contribution to audiovisual work for which the interested party wishes to enforce the rights and in relation to which the holder of rights is registered in the AIPA's registry;
- a list of actually existing contribution to audiovisual works for which the interested party wishes to enforce the rights and in relation to which it holds

rights (if the interested party has not yet registered audiovisual works in the AIPA's registry);

- submitted evidence of legal succession of a non-original holder of rights.

When exercising their membership rights they each have one vote only and the interests of an original holder of rights can be exercised by only one person at a time.

The membership does not prejudice or restrict the right to payment of funds which the AIPA collects for the purposes for which the rights are exercised collectively, under the conditions stipulated in the applicable legislation, the acts of the AIPA and the resolutions of the Assembly.

All rights stipulated for authors of contributions are under equal terms applied to the holders of copyright to contributions to audiovisual works who are not original holders, unless defined differently herein.

#### Article 29b

All the necessary data and changes thereof about the authors of contributions referred to in the previous Article herein are submitted to the AIPA in the form defined in the internal act by the authors of contributions or their legal successors and holders of rights to whom the authors of contributions have transferred their rights.

If a non-original holder of rights wishes to claim remuneration and royalties, they shall state upon notification all the original holders of rights from which they directly or indirectly obtained the rights that they will exercise with the AIPA.

#### Article 29c

The eligibility conditions for membership in the Assembly of Authors of Contributions shall be verified by the Director or Head of the Administrative Department of the AIPA, who in 15 days from receiving the documentation and evidence of fulfilment of conditions for membership in the Assembly of Authors of Contributions and after signing the membership application informs the new member of admission to the Assembly of Authors of Contributions. A non-original holder of rights shall upon signing the membership application submit also adequate proof of legal succession.

The Director or Head of the Administrative Department shall in the same period inform the applicant who does not meet the eligibility conditions for membership in the Assembly of Authors of Contributions, stating the reasons for rejection.

The applicant who has been denied admission may file an appeal against the decision referred to in the previous paragraph. The appeal shall be filed in 8 days in written form, in two copies, at the registered office of the AIPA or sent by registered mail, and shall be deemed submitted on time, even if it is sent to the AIPA on the last day of such period. The appeal shall contain the grounds and state all the

reasons and all the evidence must be attached, since the Managing Board shall not consider subsequent applications or evidence.

The applicant whose membership application for the Assembly of Authors of Contributions has been denied cannot re-apply for the same Assembly merely based on the evidence that was submitted with the previous application that was rejected.

Any disputes related to admission to the Assembly of Authors of Contributions shall be resolved by the Managing Board of the AIPA, whose decision about admission to the Assembly of Authors of Contributions shall be final.

#### Article 29č

The members of the Assembly of Authors of Contributions shall have the following rights:

- to vote and be elected to the bodies of the AIPA;
- to participate in and co-decide about the work of the Assembly;
- to be acquainted with the work of the AIPA and its financial operations.

The members of the Assembly of Authors of Contributions shall have the following duties:

- to respect the resolutions of the Assembly and the bodies of the AIPA;
- to adhere to the Statutes and other acts of the AIPA;
- to protect the reputation of the AIPA and strive for exercising and protection of rights of Authors of Contributions to audiovisual works.

#### Article 29d

Membership in the Assembly of Authors of Contributions shall terminate:

- upon dissolution of the Assembly of Authors of Contributions to audiovisual works or the AIPA;
- upon resignation submitted to the Chair or Vice-Chair of the Assembly and to the Managing Board or Director of the AIPA in the form of a statement of resignation or in person, which is put on record;
- if the holder loses the economic rights of which they shall be informed by the Administrative Department of the AIPA; the person whose rights or membership is terminated may file an objection, and the objection proceedings shall be subject to the provisions of the Statutes on legal remedy against the decision rejecting membership in the Assembly.

#### Article 29e

The tasks of the Assembly of Authors of Contributions shall be foremost the following:

- to adopt the annual business plan of the AIPA;
- to adopt the annual financial plan of the AIPA;
- to adopt amendments to the Statutes;

- to adopt the Rules on the Distribution in the part referring to the respective Assembly;
- to adopt and amend the Rules on the Use of Funds from Special Funds referred to in Article 71 herein, into which flow the funds of the holders of rights from the Assembly of Authors of Contributions;
- to provide explanations and mandatory clarifications of the provisions of the rules of procedure of the respective Assembly and other general acts, in the part referring to the respective Assembly and which are adopted by the respective Assembly;
- to discuss the annual report prepared by the management and supervision bodies;
- to discuss the external audit report and to take measures so as to eliminate any irregularities;
- to elect representatives of the Assembly to the bodies of the AIPA;
- other tasks that are specified in the annual business plan and adopted by the Assembly or defined in the acts of the AIPA, the resolutions of the Assembly, the applicable legislation and the resolutions of the AIPA's bodies.

#### Article 29f

The members of the Assembly of Authors of Contributions shall elect the Chair and Vice-Chair of the Assembly, two representatives of the Assembly in the Supervisory Board as well as one substitute member for each member of the Managing Board of the AIPA should the term of office of any representative of the Authors of Contributions in the said bodies of the AIPA be terminated early. The substitute member who is elected to the Managing Board and replaces a member whose term of office has been terminated early, shall perform the function of the representative of Authors of Contributions in the Managing Board until the election and no longer than until the expiry of the term of office of the representative whom they replaced.

The Chair of the Assembly shall manage the work of the Assembly of Authors of Contributions.

The Vice-Chair of the Assembly shall replace the Chair of the Assembly if the latter is absent or detained.

The term of office of the Chair and Vice-Chair of the Assembly shall be three years with the possibility of re-election.

#### Article 29g

The tasks of the Chair of the Assembly of Authors of Contributions shall be foremost the following:

- to convene and chair the meetings of the Assembly;
- to convene and chair the meetings of the AIPA Managing Board during presidency of the AIPA Managing Board;
- to coordinate and harmonise the work of the Assembly's representatives in the bodies of the AIPA;



- to convene the elective assembly meeting of the Assembly if the representatives of the Assembly resign from the bodies of the AIPA;
- to inform the members of the Assembly sitting on the Supervisory Board about the issues related to the AIPA;
- to provide to the Managing Board of the AIPA the recommendations and guidelines on the management of funds referred to in Article 71 herein, into which flow the funds of the holders of rights from the Assembly of Authors of Contributions;
- to prepare the annual report on the use of funds referred to in Article 71 herein;
- to perform other tasks in accordance with the acts of the AIPA and the resolutions of the Assembly.

#### Article 29h

The Assembly of Authors of Contributions shall perform work at meetings which may be:

- regular,
- extraordinary, or
- elective.

A regular meeting of the Assembly of Authors of Contributions is convened by the Chair of the Assembly or, upon their authorisation, by the Vice-Chair of the Assembly; the meeting shall be held no later than on 30 June.

If the Chair of the Assembly does not convene the regular meeting of the Assembly by the stated deadline, the regular annual meeting shall be convened by the Supervisory Board, which shall by a written order require from the Chair of the Assembly to produce and submit to the Supervisory Board an action plan for the following term in a set period that may not be shorter than 5 days.

If the Chair does not submit to the Supervisory Board the action plan of the Assembly referred to in the previous paragraph within the set period, the Supervisory Board shall discharge them from the position of the Chair of the Assembly and announce and organise the election for the Chair of the Assembly (elective assembly meeting). The convening of the elective assembly meeting (also in the event of resignation, discharge or death of representative of the Authors of Contributions in the Managing Board or the Supervisory Board of the AIPA) shall be subject to the provisions applying to the convening of the regular assembly meeting, unless stipulated otherwise herein.

If the election fails due to irregularity, unlawfulness or other circumstances, the Supervisory Board shall organise re-election in 10 working days. If the Supervisory Board does not constitute a quorum, the Assembly meeting shall be convened by the Director of the AIPA.



## Article 29i

The method of convening, the deadlines and any other rules regarding the convening of meetings shall be defined in the internal rules of the Assembly and in compliance with the law, with a minimum 21-day deadline for convening a regular annual meeting and a 14-day deadline for the publication of the material about the proposed agenda items. The deadline for convening an extraordinary or elective assembly meeting shall be 14 days minimum and for the publication of the material about the proposed agenda items 7 days minimum.

## Article 29j

The Assembly shall decide by the majority of votes present at the meeting and a quorum shall be constituted if at least half the members are present. If a quorum is not constituted at the commencement of the meeting, a quorum shall be deemed constituted if at least 6 members are present 20 minutes after the commencement.

## **IX. Assembly of Performers**

### Article 30

The Assembly of Performers is comprised of the interested performers whose performances are used in audiovisual works and their interested legal successors who become members of the Assembly of Performers on the basis of the signed membership application and fulfilment of conditions for Assembly membership specified herein.

The eligibility criteria for membership in the Assembly:

- filled out and signed membership application;
- at least one registered actually existing audiovisual work for which the interested party wishes to enforce the rights and in relation to which the holder of rights is registered in the AIPA's registry;
- a list of actually existing audiovisual works for which the interested party wishes to enforce the rights and in relation to which it holds rights (if the interested party has not yet registered audiovisual works in the AIPA's registry);
- submitted evidence of legal succession of a non-original holder of rights.

When exercising their membership rights they each have one vote only and the interests of an original holder of rights can be exercised by only one person at a time.

The membership does not prejudice or restrict the right to payment of funds which the AIPA collects for the purposes for which the rights are exercised collectively, under the conditions stipulated in the applicable legislation, the acts of the AIPA and the resolutions of the Assembly.

All rights stipulated for performers are under equal terms applied to their legal successors, unless defined differently herein.

#### Article 31

All the necessary data and changes thereof referred to in the previous Article herein are submitted to the AIPA in the form defined in the internal act by the performers or their legal successors.

If a non-original holder of rights wishes to claim remuneration and royalties, they shall state upon notification all the original holders of rights from which they directly or indirectly obtained the rights that they will exercise with the AIPA.

#### Article 32

The eligibility conditions for membership in the Assembly of Performers shall be verified by the Director or Head of the Administrative Department of the AIPA, who in 15 days from receiving the documentation and evidence of fulfilment of conditions for membership in the Assembly of Performers and after signing the membership application informs the new member of admission to the Assembly of Performers. A non-original holder of rights shall upon signing the membership application submit also adequate proof of legal succession.

The Director or Head of the Administrative Department shall in the same period inform the applicant who does not meet the eligibility conditions for membership in the Assembly of Performers, stating the reasons for rejection.

The applicant who has been denied admission may file an appeal against the decision referred to in the previous paragraph. The appeal shall be filed in 8 days in written form, in two copies, at the registered office of the AIPA or sent by registered mail, and shall be deemed submitted on time, even if it is sent to the AIPA on the last day of such period. The appeal shall contain the grounds and state all the reasons and all the evidence must be attached, since the Managing Board shall not consider subsequent applications or evidence.

The applicant whose membership application for the Assembly of Performers has been denied cannot re-apply for the same Assembly merely based on the evidence that was submitted with the previous application that was rejected.

Any disputes related to admission to the Assembly of Performers shall be resolved by the Managing Board of the AIPA, whose decision about admission to the Assembly of Performers shall be final.

#### Article 32a

New members may begin exercising their membership rights as of the first meeting of the Assembly in the calendar year following their acceptance to the Assembly.

#### Article 33

The members of the Assembly of Performers shall have the following rights:

- to vote and be elected to the bodies of the AIPA;
- to participate in and co-decide about the work of the Assembly of the Performers;
- to be acquainted with the work of the AIPA and its financial operations.

The members of the Assembly of Performers shall have the following duties:

- to respect the resolutions of the Assembly and the bodies of the AIPA;
- to adhere to the Statutes and other acts of the AIPA;
- to protect the reputation of the AIPA and strive for exercising and protection of rights of performers whose performances have been used in audiovisual works.

#### Article 34

Membership in the Assembly of Performers shall terminate:

- upon dissolution of the Assembly of Performers or the AIPA;
- upon resignation submitted to the Chair or Vice-Chair of the Assembly and to the Managing Board or Director of the AIPA in the form of a statement of resignation or in person, which is put on record;
- if the holder loses the economic rights of which they shall be informed by the Administrative Department of the AIPA; the person whose rights or membership is terminated may file an objection, and the objection proceedings shall be subject to the provisions of the Statutes on legal remedy against the decision rejecting membership in the Assembly.

#### Article 35

The tasks of the Assembly of Performers shall be foremost the following:

- to adopt the annual business plan of the AIPA;
- to adopt the annual financial plan of the AIPA;
- to adopt amendments to the Statutes;
- to adopt the Rules on the Distribution in the part referring to the respective Assembly;
- to adopt and amend the Rules on the Use of Funds from Special Funds referred to in Article 71 herein, into which flow the funds of the holders of rights from the Assembly of Performers;
- to provide explanations and mandatory clarifications of the provisions of the rules of procedure of the respective Assembly and other general acts, in the part referring to the respective Assembly and which are adopted by the respective Assembly;
- to discuss the annual report prepared by the management and supervision bodies;
- to discuss the external audit report and to take measures so as to eliminate any irregularities;
- to elect representatives of the Assembly to the bodies of the AIPA;



- other tasks that are specified in the annual business plan and adopted by the Assembly or defined in the acts of the AIPA, the resolutions of the Assembly, the applicable legislation and the resolutions of the AIPA's bodies.

#### Article 36

The members of the Assembly of Performers shall elect the Chair and Vice-Chair of the Assembly, two representatives of the Assembly in the Supervisory Board as well as one substitute member for each member of the Managing Board of the AIPA should the term of office of any co-authors' representative in the said bodies of the AIPA be terminated early. The substitute member who is elected to the Managing Board and replaces a member whose term of office terminated early, shall perform the function of the performers' representative in the Managing Board until the election and no longer than until the expiry of the term of office of the representative whom they replaced.

The Chair of the Assembly shall manage the work of the Assembly of Performers.

The Vice-Chair of the Assembly shall replace the Chair of the Assembly if the latter is absent or detained.

The term of office of the Chair and Vice-Chair of the Assembly shall be three years with the possibility of re-election.

#### Article 37

The tasks of the Chair of the Assembly of Performers shall be foremost the following:

- to convene and chair the meetings of the Assembly;
- to convene and chair the meetings of the AIPA Managing Board during presidency of the AIPA Managing Board;
- to coordinate and harmonise the work of the Assembly's representatives in the bodies of the AIPA;
- to convene the elective assembly meeting of the Assembly if the representatives of the performers resign from the bodies of the AIPA;
- to inform about the issues related to the AIPA the members of the Assembly sitting on the Supervisory Board;
- to perform other tasks in accordance with the acts of the AIPA and the resolutions of the Assembly.

#### Article 38

The Assembly of Performers shall perform work at meetings which may be:

- regular,
- extraordinary, or
- elective.

A regular meeting of the Assembly of Performers is convened by the Chair of the Assembly or, upon their authorisation, by the Vice-Chair of the Assembly; the meeting shall be held no later than on 30 June.

If the Chair of the Assembly does not convene the regular meeting of the Assembly by the stated deadline, the regular annual meeting shall be convened by the Supervisory Board, which shall by a written order require from the Chair of the Assembly to produce and submit to the Supervisory Board a business plan for the following term in a set period that may not be shorter than 5 days.

If the Chair does not submit to the Supervisory Board the business plan of the Assembly referred to in the previous paragraph within the set period, the Supervisory Board shall discharge them from the position of the Chair of the Assembly and announce and organise the election for the Chair of the Assembly (elective assembly meeting). The convening of the elective assembly meeting (also in the event of resignation or death of a performers' representative in the Managing Board or the Supervisory Board of the AIPA) shall be subject to the provisions applying to the convening of the regular assembly meeting, unless stipulated otherwise herein.

If the election fails due to irregularity, unlawfulness or other circumstances, the Supervisory Board shall organise re-election in 10 working days. If the Supervisory Board does not constitute a quorum, the Assembly meeting shall be convened by the Director of the AIPA.

#### Article 39

The method of convening, the deadlines and any other rules regarding the convening of meetings shall be defined in the internal rules of the Assembly and in compliance with the law, with a minimum 21-day deadline for convening a regular annual meeting and a 14-day deadline for the publication of the material about the proposed agenda items. The deadline for convening an extraordinary or elective assembly meeting shall be 14 days minimum and for the publication of the material about the proposed agenda items 7 days minimum.

#### Article 40

The Assembly shall decide by the majority of votes present at the meeting and a quorum shall be constituted if at least half the members are present. If a quorum is not constituted at the commencement of the meeting, a quorum shall be deemed constituted if at least 12 members are present 20 minutes after the commencement.

### **X. Assembly of Film Producers**

#### Article 41

The Assembly of Film Producers is comprised of the interested film producers of audiovisual works who can supply evidence of producing audiovisual works and their

legal successors who become members of the Assembly of Film Producers on the basis of the signed membership application and fulfilment of conditions for Assembly membership specified herein.

The eligibility criteria for membership in the Assembly:

- filled out and signed membership application;
- at least one registered actually existing audiovisual work for which the interested party wishes to enforce the rights and in relation to which the holder of rights is registered in the AIPA's registry;
- a list of actually existing audiovisual works for which the interested party wishes to enforce the rights and in relation to which it holds rights (if the interested party has not yet registered audiovisual works in the AIPA's registry);
- submitted evidence of legal succession of a non-original holder of rights.

When exercising their membership rights they each have one vote only and the interests of an original holder of rights can be exercised by only one person at a time.

The membership does not prejudice or restrict the right to payment of funds which the AIPA collects for the purposes for which the rights are exercised collectively, under the conditions stipulated in the applicable legislation, the acts of the AIPA and the resolutions of the Assembly.

Film producers – legal persons in the Assembly of Film Producers and in the bodies of the AIPA shall be represented by their legal representatives or proxies. Film Producers – legal persons shall have the same rights and duties as film producers – natural persons.

All rights stipulated for film producers are under equal terms applied to their legal successors, unless defined differently herein.

If a non-original holder of rights wishes to claim remuneration and royalties, they shall state upon notification all the original holders of rights from which they directly or indirectly obtained the rights that they will exercise with the AIPA.

#### Article 42

The members of the Assembly of Film Producers shall have the following rights:

- to vote and be elected to the positions in the Assembly and the bodies of the AIPA;
- to participate in and co-decide about the work of the Assembly;
- to be acquainted with the work of the AIPA and its financial operations.

The members of the Assembly of shall have the following duties:

- to respect the resolutions of the Assembly and the bodies of the AIPA;
- to adhere to the Statutes and other acts of the AIPA;

- to protect the reputation of the AIPA and actively strive for management and protection of copyright and related rights.

#### Article 43

Membership in the Assembly of Film Producers shall terminate:

- upon dissolution of the Assembly of Film Producers or the AIPA;
- upon resignation submitted to the Chair or Vice-Chair of the Assembly and to the Managing Board or Director of the AIPA in the form of a statement of resignation or in person, which is put on record;
- if the holder loses the economic rights of which they shall be informed by the Administrative Department of the AIPA; the person whose rights or membership is terminated may file an objection, and the objection proceedings shall be subject to the provisions of the Statutes on legal remedy against the decision rejecting membership in the Assembly.

#### Article 44

The eligibility conditions for membership in the Assembly of Film Producers shall be verified by the Director or Head of the Administrative Department of the AIPA, who in 15 days from receiving the documentation and evidence of fulfilment of conditions for membership in the Assembly of Film Producers and after signing the membership application informs the new member of admission to the Assembly of Film Producers. A non-original holder of rights shall upon signing the membership application submit also adequate proof of legal succession.

The Administrative Department shall in the same period inform the applicant who does not meet the eligibility conditions for membership in the Assembly of Film Producers, stating the reasons for rejection.

The applicant who has been denied admission may file an appeal against the decision referred to in the previous paragraph. The appeal shall be filed in 8 days in written form, in two copies, at the registered office of the AIPA or sent by registered mail, and shall be deemed submitted on time, even if it is sent to the AIPA on the last day of such period. The appeal shall contain the grounds and state all the reasons and all the evidence must be attached, since the Managing Board shall not consider subsequent applications or evidence.

The applicant whose membership application for the Assembly of Film Producers has been denied cannot re-apply for the same Assembly merely based on the evidence that was submitted with the previous application that was rejected.

Any disputes related to admission to the Assembly of Film Producers shall be resolved by the Managing Board of the AIPA, whose decision about admission to the Assembly of Film Producers shall be final.





#### Article 44a

New members may begin exercising their membership rights as of the first meeting of the Assembly in the calendar year following their acceptance to the Assembly.

#### Article 45

The members of the Assembly of Film Producers shall elect the Chair and Vice-Chair of the Assembly, two representatives of the Assembly in the Supervisory Board as well as one substitute member for each member of the Managing Board of the AIPA should the term of office of any film producers' representative in the said bodies of the AIPA be terminated early. The substitute member who is elected to the Managing Board and replaces a member whose term of office terminated early, shall perform the function of the film producers' representative in the Managing Board until the election and no longer than until the expiry of the term of office of the representative whom they replaced.

The Chair of the Assembly shall manage the work of the Assembly of Film Producers.

The Vice-Chair of the Assembly shall replace the Chair of the Assembly if the latter is absent or detained.

The term of office of the Chair and Vice-Chair of the Assembly shall be three years with the possibility of re-election.

#### Article 46

The tasks of the Chair of the Assembly of Film Producers shall be foremost the following:

- to convene and chair the meetings of the Assembly of Film Producers;
- to convene and chair the meetings of the AIPA Managing Board during presidency of the AIPA Managing Board;
- to coordinate and harmonise the work of the Assembly's representatives in the bodies of the AIPA;
- to convene the elective assembly meeting if any representative of the film producers resigns from the bodies of the AIPA;
- to inform the members of the Assembly sitting on the Supervisory Board about the issues related to the AIPA;
- to perform other tasks in accordance with the acts of the AIPA and the resolutions of the Assembly.

#### Article 47

The tasks of the Assembly of Film Producers shall be foremost the following:

- to adopt the annual business plan of the AIPA;
- to adopt the annual financial plan of the AIPA;
- to adopt amendments to the Statutes;

- to adopt the Rules on the Distribution in the part referring to the respective Assembly;
- to adopt and amend the Rules on the Use of Funds from Special Funds referred to in Article 71 herein, into which flow the funds of the holders of rights from the Assembly of Film Producers;
- to provide explanations and mandatory clarifications of the provisions of the rules of procedure of the respective Assembly and other general acts, in the part referring to the respective Assembly and which are adopted by the respective Assembly;
- to discuss the annual report prepared by the management and supervision bodies;
- to discuss the external audit report and to take measures so as to eliminate any irregularities;
- to elect representatives of the Assembly to the bodies of the AIPA;
- other tasks that are specified in the annual business plan and adopted by the Assembly or defined in the acts of the AIPA, the resolutions of the Assembly, the applicable legislation and the resolutions of the AIPA's bodies.

#### Article 48

The Assembly of Film Producers shall perform work at meetings which may be:

- regular,
- extraordinary, or
- elective.

A regular meeting of the Assembly of Film Producers is convened by the Chair of the Assembly or, upon their authorisation, by the Vice-Chair of the Assembly; the meeting shall be held no later than on 30 June.

If the Chair of the Assembly does not convene the regular meeting of the Assembly by the stated deadline, the regular annual meeting shall be convened by the Supervisory Board, which shall by a written order require from the Chair of the Assembly to produce and submit to the Supervisory Board a business plan for the following term in a set period that may not be shorter than 5 days.

If the Chair does not submit to the Supervisory Board the business plan of the Assembly referred to in the previous paragraph within the set period, the Supervisory Board shall discharge them from the position of the Chair of the Assembly and announce and organise the election for the Chair of the Assembly (elective assembly meeting). The convening of the elective assembly meeting in the event of resignation or death of a film producers' representative in the Managing Board or the Supervisory Board of the AIPA shall be subject to the provisions applying to the convening of the regular assembly meeting, unless stipulated otherwise herein.

If the election fails due to irregularity, unlawfulness or other circumstances, the Supervisory Board shall organise re-election in 10 working days. If the Supervisory



Board does not constitute a quorum, the Assembly meeting shall be convened by the Director of the AIPA.

#### Article 49

The method of convening, the deadlines and any other rules regarding the convening of meetings shall be defined in the internal rules of the Assembly of Film Producers and in compliance with the law, with a minimum 21-day deadline for convening a regular annual meeting and a 14-day deadline for the publication of the material about the proposed agenda items; the deadline for convening an extraordinary or elective assembly meeting shall be 14 days minimum and for the publication of the material about the proposed agenda items 7 days minimum.

#### Article 50

The Assembly shall decide by the majority of votes present at the meeting and a quorum shall be constituted if at least half the members are present. If a quorum is not constituted at the commencement of the meeting, a quorum shall be deemed constituted if at least 5 members are present 20 minutes after the commencement.

### **General Rules for Convening Assembly Meetings**

#### Article 51

The material for the Assembly meetings shall be published on the AIPA's website so that it is accessible to all members of the Assembly, while all documentation shall be available at the registered office of the AIPA during the working hours of the Administrative Department.

If any of the members does not have Internet access or cannot examine the material at the registered office of the AIPA due to justified and excusable reasons, they may submit to the convener and/or Director a request to be sent the material by post. The Administrative Department shall submit the material at the latest on the working day after receiving the request, however, if the member has been sent material by post, they cannot claim to have received it too late or not at all, if it is established that the material was sent according to these Statutes.

#### Article 52

The proposal for amendment to the agenda can be made only for regular assembly meetings, at the latest 14 days before the scheduled date of the regular assembly meeting to whose agenda the proposal for amendment refers.

The proposal for amendment to the agenda shall be submitted in written form to the convener of the Assembly meeting to whose agenda the proposal for amendment refers and to the AIPA, in both cases along with the material necessary for discussing



the proposed amendments to the agenda and formulated draft resolutions to be voted on by the Assembly.

No other (in terms of process, substance and time) amendments to the agenda may be proposed.

The proposals for amendment to the agenda shall be, together with the material referred to in the previous paragraph, published by the convener of the Assembly, stating the proposer, no later than 10 days before the scheduled date of the regular assembly meeting to whose agenda the proposal for amendment refers, in the manner specified for the publication of material for the Assembly.

If a proposal is made for an amendment to the agenda, the Assembly shall first vote on the entire amendment to the agenda or separately on each proposed item of amendment to the agenda.

The Assembly shall not discuss the proposals for amendment to the agenda that are submitted too late or are incomplete.

#### Article 53

The proxy shall file the proxy statement of a member for representation at the Assembly meeting to the Administrative Department no sooner than 7 calendar days and no later than 3 working days prior to the Assembly meeting to which the proxy statement refers. The proxy statements received by the Administrative Department after office hours on the day the deadline referred to in this paragraph expires shall be invalid and the proxy shall not be able to represent at the Assembly meeting the members whose proxy statements have been filed too late.

The method of proxy authorisation referred to in the previous paragraph shall be determined by the AIPA Managing Board.

The content of the proxy statement shall clearly define how a proxy should vote on an item on the agenda, while the proxy issuer may leave the proxy to decide on how to vote on any or all items on the agenda.

#### Article 54

At extraordinary assembly meetings, the members may discuss and decide only on the topic for which the meeting was convened, while at the elective meetings the members may only perform the election, if not stipulated differently by the Statutes.

At the extraordinary assembly meetings a counterproposal may be put forward, provided it presents a decision on the issue because of which the extraordinary assembly meeting was convened.



## Article 55

The rules on previous publication of material and formulation of resolutions shall not apply to the elective assembly meeting, however, candidates may be proposed directly at the Assembly meeting; those candidates that are not present at the meeting shall at the latest by nomination send a written acceptance of candidature to the convener of the Assembly meeting.

The elective assembly meeting can be held separately or in the scope of a regular or extraordinary assembly meeting, should this lead to a simpler and more effective procedure.

## Article 56

In addition to the persons designated herein as authorised for convening the regular assembly meeting, the extraordinary assembly meeting can be convened also by a majority of members of the Assembly; such assembly meeting shall be chaired by the convener or the person authorised by the convener at their expense for managing the Assembly meeting.

If an extraordinary assembly meeting is convened by the members of the Assembly meeting in line with the previous paragraph, the publication of material shall be provided by the Administrative Department of the AIPA in coordination with the convener.

## Article 57

The conveners as specified herein may agree to convene a joint meeting of several Assemblies, subject to the provisions on the convening, the course and the chairing of Assemblies provided herein, except in the part referring to the formal convening of the Assembly (invitation), which, in the case of a joint meeting of Assemblies, shall be made by the conveners of all Assemblies that shall hold the joint meeting.

Voting at the joint meeting shall be conducted in such manner that it is possible to determine the structure of voters in terms of their membership in Assemblies.

The joint assembly meeting shall be chaired by that convener who is elected the acting chair by a majority of all members of the AIPA present at the meeting who hold voting rights, or by the person authorised by this elected representative.

If two persons receive the same number of votes at the election of the acting chair, they alone are voted on in the second round. If they receive the same number of votes also in the second round, the meeting shall be chaired by the Director of the AIPA or the person authorised by the Director.



## **Representation at Assembly Meetings**

### **Article 58**

Participation at the Assembly meeting is possible through a proxy who should be authorised, while the proxy relationship shall be notified according to the rules laid down by these Statutes (hereinafter: Valid Proxy Statement).

If the proxy is a member of the Assembly in whose meeting it will file the proxy statement, such proxy shall in addition to their vote have as many votes as it holds Valid Proxy Statements.

If several legal successors have the rights of the same legal predecessor, they shall – taking into account the restrictions on exercising voting rights at the Assembly meetings – appoint a common representative or proxy for exercising the voting rights of the common legal predecessor. A common representative shall be appointed according to the provisions of these Statutes on proxy authorisation for the Assembly meeting.

## **General about Terms of Office**

### **Article 59**

Every elected person with a term of office according to these Statutes may be discharged from their position if they fail to fulfil their obligations assumed under the term of office.

Failure to fulfil the obligations assumed under the term of office shall inter alia include:

- unjustified non-attendance of the meetings of the body in which the person holds a position;
- failure to implement the assumed tasks and/or assignments;
- inactive performance of the AIPA's activities in which the person should participate given their position.

More detailed conditions allowing for discharge from a position shall be defined in the internal rules of the Assemblies.

The person referred to in the first paragraph shall be discharged by the body in which the person holds a position.

If a Chair or Vice-Chair of an Assembly is discharged from the AIPA Managing Board, their term of office in the Assembly does not terminate. If a Chair or Vice-Chair is discharged from their position in the Assembly, their function in the AIPA Managing Board shall automatically terminate.



The substitute member shall replace the person whose term of office was terminated only in the AIPA Managing Board; they cannot replace such person on the position within the respective Assembly.

#### Article 60

The duration of any term of office specified herein shall be deemed to start at the meeting at which a person is elected as the holder of position and shall end upon the completion of the meeting at which another person is elected to replace the holder of position or at which the holder of position is re-elected.

If the term of office expires, it shall be deemed to expire upon the completion of the regular meeting of the Assembly in the year of expiry of the term of office.

### **XI. Supervisory Board of the AIPA**

#### Article 61

The Supervisory Board is a consulting body that supervises the lawfulness and operation of the AIPA's bodies and provides expert advice to help solve the problems encountered by the bodies of the AIPA or the members of any of the Assemblies when performing their work; it also supervises decision-making about the complaints of rights holders regarding royalty accounts.

The Supervisory Board of the AIPA provides explanations and mandatory clarifications of the general acts in the part referring to professional issues.

In addition to the tasks specified herein, the internal acts of the AIPA and its bodies, the Supervisory Board also decides on disputes that might arise between the AIPA's bodies, the AIPA's bodies and the members of any of the Assemblies or between the members of the Assemblies. The rules on the resolution of disputes are regulated by internal rules which are produced by the Supervisory Board.

When producing the rules referred to in the previous paragraph, the Supervisory Board shall consider the opinions and proposals of the Assemblies.

#### Article 62

The Supervisory Board is comprised of:

- three representatives of the Assembly of Co-Authors;
- two representatives of the Assembly of Performers;
- two representatives of the Assembly of Film Producers;
- two representatives of the Assembly of Authors of Contributions.



### Article 63

The term of office of the Supervisory Board members shall be 3 years with the possibility of re-election.

### Article 64

The work of the Supervisory Board shall be managed by the President elected by members of the Supervisory Board by absolute majority from among the representatives of the Assemblies. The function of the President shall be in the same time intervals performed by alternating representatives of the Assemblies, taking into account the restrictions specified in the following paragraph. If the alternation is not possible due to the said restriction, the members of the Supervisory Board shall alternate in accordance with the restrictions or may decide not to alternate, provided they do not thus breach the restriction referred to in the following paragraph.

The President of the Supervisory Board shall not be member of the same Assembly as the President of the Managing Board. The Supervisory Board shall also elect the Vice-President who shall manage the Supervisory Board in the event of the President's absence. The Vice-President of the Supervisory Board shall not be member of the same Assembly as the President of the Supervisory Board.

### Article 65

The Supervisory Board shall hold meetings at least four times a year. Regular meetings are convened by the President of the Supervisory Board at least 8 days prior to the scheduled date and extraordinary meeting are convened by the President of the Supervisory Board at their discretion on the proposal of a member of the Supervisory Board or any other body of the AIPA or a member of any of the Assemblies, but no less than 3 days before the scheduled date.

### Article 66

The Supervisory Board as the body of the AIPA shall fully decide only on common matters related to the activity of the AIPA, while expert guidelines and decisions regarding the areas covered by individual Assemblies may be adopted only based on the consent of the representatives of the respective Assembly in the Supervisory Board.

The Supervisory Board of the AIPA shall decide by majority and shall constitute a quorum if at least four (4) members are present at the meeting, at which must be guaranteed the presence of at least one (1) elected representative of each individual Assembly.

The Supervisory Board may establish permanent or ad hoc committees (or boards) for professional assignments, which act as its expert or consulting bodies and, if necessary, it may establish other working bodies or groups (hereinafter: Body).





When establishing any Body referred to in the previous paragraph, the Supervisory Board shall also specify its scope of activities and competencies that may not extend beyond the competencies of the Supervisory Board. Such Bodies may include non-members – external experts or persons qualified for a specific task or institutions specialised in a specific field covered by the competencies and tasks of the Body.

## **XII. Incompatibility of Office**

### Article 67

The members of the AIPA Managing Board may not also be members of the Supervisory Board. The function of Supervisory Board member and AIPA Director is incompatible with all other functions in the bodies of the AIPA specified herein, except Assemblies.

## **XIII. AIPA Employees**

### Article 68

Employment relationships, exercising of trade union rights and employees' participation in management shall be regulated by the AIPA according to the law and the collective agreement. Vacancies shall be advertised according to the adopted job classification and in line with the current needs of the AIPA; the employment and recruitment dynamics shall be decided by the Director of the AIPA in agreement with the Managing Board of the AIPA.

## **XIV. Sources and method of obtaining funds for the AIPA's activity, and basic distribution principles**

### Article 69

The AIPA obtains the funds for performing activity by collective management and management of copyright and related rights of domestic and foreign co-authors of audiovisual works, the authors of contributions to audiovisual works, the performers whose performances are used in audiovisual works and film producers as well as by administrative-technical tasks it conducts for other collecting societies. For covering its expenses, the AIPA may use the amount specified in the annual financial plan adopted by resolutions of the Assemblies, but no more than 30% of all collected remunerations.

The Director of the AIPA may propose that loans be raised for the operations of the AIPA. Such proposal shall be decided on by the Assemblies, which may, if the loan is approved, determine the priority of repayment; the funds obtained by the loan do not constitute the distribution mass of remunerations paid to right holders.



## Article 70

The costs arising from the activities of medium- or long-term importance for the exercising of rights to AV works shall be, for the purpose of equitable distribution among the holders of rights and unless the Managing Board of the AIPA decides differently, deferred over several years equally, in equal shares, as follows:

- the costs of regulating relationships with representative groups of users and other systemic and infrastructural costs necessary for efficient exercising of rights shall be distributed over the period for which the relationships with the said groups of users have been regulated with the incurrence of these costs, but over no more than 10 years;
- the costs of litigation and proceedings for the protection or exercising of rights, excluding proceedings involving special remedies or proceedings before the Constitutional or international courts, shall be distributed over 5 years;
- the costs of proceedings involving special remedies or proceedings before the Constitutional or international courts shall be distributed over 10 years;
- the costs of systemic proceedings related to the activity of the AIPA, regardless of the nature of these proceedings, shall be distributed over 5 years;

the first year when the proportionate part of the costs per deferral category is accounted for is the current year in which the costs arose.

## Article 71

Beneficiaries may with the appropriate written statements waive a part of the royalties or remunerations collected on their behalf and authorise the AIPA to allocate them to special funds (hereinafter: Funds).

The resources from these Funds may be used for:

- the development of the exercising of rights arising from audiovisual creation (the stated does not apply to the costs associated with the collective management of said rights);
- the development and promotion of audiovisual creation and the audiovisual industry and audiovisual activity as a whole.

The royalties and remunerations which can no longer be paid to the beneficiaries due to the expiry of the general five year statutory limits shall also be allocated to these Funds.

The resources of the Funds referred to in this article shall be managed by the Managing Board according to special rules which set forth that the manner of management and use of the resources of the Funds to which only the holders included in a specific Assembly are entitled, shall be decided on by the respective Assembly. The resources of a Fund may be used either on the basis of a public tender or as determined by the respective Assembly. A special report shall be issued on the implementation and results of the portion of Fund resources employed on the basis of a public tender; for the resources of Funds employed upon the resolution of the Assembly a report is issued only to the extent determined by the Assembly at the time the resolution is passed. The Assembly shall be informed of such a report. In

determining the intent of the use of Fund resources, the Managing Board must, whenever possible, take into consideration the recommendations and guidelines of the Assembly whose rights holders are entitled to the resources from a specific Fund.

## Article 72

The basic principle of distribution of royalties is the actual use of audiovisual works, where it can be established, and compliance with the film production contracts or the contracts on the transfer of economic rights and agreements concluded between the holders of economic rights to audiovisual works.

If the actual use of audiovisual works cannot be established or if such establishment and the related distribution of royalties would be uneconomical, the royalties shall be distributed in line with the principle of rationality according to these Statutes and the Rules on the Distribution, on the basis of the Assemblies' resolutions.

Establishment of the actual use of audiovisual works and the related distribution of royalties shall be deemed uneconomical, if the costs of establishing and verifying the use and processing of data about the use exceed the share of the royalty or remuneration that the AIPA may according to the annual plan use for covering its operating costs, unless the Assemblies specify a different criterion according to the Statutes, which, however, may apply to royalty or remunerations collected only after the adoption of such criterion.

One or more Assemblies can on the basis of the proposal of the AIPA Managing Board conclude that in the next accounting period the distribution shall be made based on the samples of use of audiovisual works in cable retransmission that reflect the average rating of the broadcast programme whose list included the used audiovisual works, the number of times that an audiovisual work was communicated to the public according to the user's list, the adequate representation of all genres of audiovisual works and the adequate regional representation of the monitored broadcast programmes and cable operator transmissions. The use of works established on such sample is deemed the actual established use of audiovisual works.

The AIPA shall distribute the collected royalties among the right holders according to the Copyright and Related Rights Act, the Statutes and the Rules on the Distribution, which shall exclude any arbitrariness.

The remuneration for a sound or visual fixation within the scope of private or other internal use shall be distributed according to the Copyright and Related Rights Act and the Rules on the Distribution.

The AIPA shall at least once a year pay the co-authors of audiovisual works, the authors of contributions to audiovisual works, the performers whose performances are used in audiovisual works and film producers royalties for the use of audiovisual works in the case of cable retransmission and the remunerations for sound and visual reproduction of audiovisual works conducted in line with the conditions of private or

other internal use. Additional distribution of royalties and remunerations for the same year shall be decided on by the Managing Board of the AIPA.

The AIPA shall pay the remunerations of foreign rights holders to their representatives in the Republic of Slovenia after they submit adequate authorisation or directly to foreign rights holders who provide their data necessary for the account and payment or – according to bilateral agreements concluded with other collecting societies – foreign collecting societies that prove to be entitled to represent a rights holder.

The AIPA shall pay the beneficiaries royalties and remunerations the total of which exceeds the Census specified by the AIPA Managing Board. The Census is the lowest amount set and published by the Managing Board of the AIPA, determining the limit which, if exceeded, means that the costs of processing and transfer of a Royalty and/or Remuneration (determined based on accounting standards and general bank tariffs for fund transfers) are higher than the gross amount of the respective Royalty and/or Remuneration which is therefore not paid to the holder of the right. The amounts that have not been paid to a beneficiary in the past accounting periods because they were lower than the Census shall be added to the amount to which a beneficiary is entitled in the current accounting period and shall be paid to the beneficiary in full upon the first distribution, after the end of the accounting period in which the total royalties and remunerations to which the beneficiary is entitled to exceed the Census.

If the royalties and remunerations to which the beneficiary is entitled are lower than the Census, the AIPA shall at the express request of such beneficiary pay the amount of such royalties and remunerations, if the beneficiary pays the actual costs of the transaction specified by the AIPA Managing Board.

The provisions of this Article and the fundamental principles and rules of distributing collected Royalties and Remunerations shall be in force and applied mutatis mutandis to the distribution of collected Royalties and/or Remunerations for secondary broadcasting of audiovisual works (including the contributions to audiovisual works) and making audiovisual works available to the public (including the contributions to audiovisual works).

#### Article 73

The AIPA shall pay remunerations also to those eligible rights holders whose membership in the AIPA's Assemblies has terminated.

In the event of death, the AIPA shall remit the remuneration to the heirs who supply a final decree of inheritance distribution. If the legal person is dissolved, the AIPA shall remit its legal successor.



## **XV. The Founders' Liability for Obligations of the AIPA and Management of AIPA's Assets**

### Article 74

The founders shall not be liable for the obligations of the AIPA and the granting of the authorisation for collective management of rights to audiovisual works shall terminate all connections between the AIPA and its founders as well as the related claims of the founders arising from their role in the establishment and acquisition of authorisation for the collective management of rights from the competent body.

### Article 75

The movable property shall be managed by the Director of the AIPA based on the authorisations and consent of the AIPA Managing Board, while the management of the immovable property owned by the AIPA shall be decided on by the AIPA Managing Board.

## **XVI. Supervision**

### Article 76

The operation and management of the AIPA shall be supervised by the Managing Board of the AIPA, the Supervisory Board and the Intellectual Property Office of the Republic of Slovenia according to the law and these Statutes. The lawfulness of the AIPA's work which is not directly related to the management of rights of co-authors of audiovisual works, the authors of contributions to audiovisual works, the performers whose performances are used in audiovisual works and film producers, but is necessary for the operation of the AIPA shall be supervised by the competent state bodies based on relevant legal authorisations.

Every right holder who has submitted the data necessary for the payment of royalties to the AIPA may request that they be provided for inspection the annual financial report, the report of the AIPA Managing Board, the Auditor's Report and the minutes of all meetings of the AIPA's bodies in 15 days from filing the request in writing.

### Article 77

The method of collecting and distributing remunerations to eligible right holders shall be supervised by the Supervisory Board.

## **XVII. Annual Report and Audit**

### Article 78

The Managing Board of the AIPA and the Supervisory Board shall prepare, adopt and obtain the reports and opinions stipulated by the ZASP for every business year.

In six months after the end of a business year, the Assemblies shall adopt or obtain the following:

- the Annual Report of the AIPA Managing Board and the Supervisory Board about the collected remunerations for the use of protected works from the repertoire of the AIPA, their distribution and the operations of the AIPA, the implementation of joint agreements with representative associations of users and the agreements with foreign collecting societies;
- the report of the external auditor on the performed audit of financial statements and operations of the AIPA for the business year, accompanied by the opinion of the certified auditor on the regularity and compliance of the AIPA's operations with the laws, internal acts of the AIPA and the agreements between the AIPA and third parties;
- the opinion of the AIPA Managing Board and the Supervisory Board on the report and opinion referred to in the previous indent;
- the measures, if the certified auditor has established irregularities in the operations of the AIPA;
- draft financial plan of the AIPA for the following year, including the cost plan for the operations of the AIPA.

### Article 78a

The authorized auditor responsible for the annual audit of financial statements and for compliance auditing of the AIPA's operations with the laws, internal acts of the AIPA and the agreements between the AIPA and third parties, is confirmed by the Assemblies upon the Managing Board's recommendation.

## **XVIII. General Acts of the AIPA**

### Article 79

The general acts that refer to the AIPA shall be adopted by the AIPA Managing Board in cooperation with the Director of the AIPA, while the rules and other acts referring to a specific body of the AIPA shall be adopted by the respective body, unless stipulated otherwise in the law or the Statutes.

### Article 80

The rules of procedure of the Assemblies shall contain detailed provisions on the convening of meetings, the announcement of election, the candidacy and the course

of election as well as on the powers of the Assembly officials. The rules of procedure may also contain other provisions.

## **XIX. Transitional and Final Provisions**

### **Article 81**

Until the conditions specified herein arise, rendering it possible to determine which members meet the conditions for being granted the voting right in an Assembly, the voting right shall be held by all members of the Assembly who submit a membership application to the AIPA prior to the first assembly meeting.

### **Article 82**

If the AIPA dissolves, the funds shall be distributed according to the rules of liquidation procedure as stipulated by the law.

### **Article 83**

The amendments and supplements to the Statutes of the AIPA and the Statute's consolidated text enter into force on the day of adoption.

The statutory changes that are contained in the Statutes and which refer to the provisions regarding the authors of contributions to audio-visual works and provisions regarding performers whose performances are used in audio-visual works, and film producers in connection with the right to make [such works] publicly available, were adopted provisionally at the assembly meetings held on 24 September 2013, such that their validity is conditional and dependent on the process of approval for a supplementary permit from the Slovenian Intellectual Property Office (case no. 31227-19/2011).

The AIPA shall publish the consolidated text of its new Statutes on its website.

This consolidated text replaces the consolidated text of the Statutes dated 30 June 2015.

In Ljubljana, 1 July 2016



Zavod za uveljavljanje pravic  
avtorjev, izvajalcev in producentov  
avdiovizualnih del Slovenije

Klemen Dvornik  
Chairman of the AIPA Managing Board

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned over the printed name and title of the Chairman of the AIPA Managing Board.