

## **Distribution rules Vereniging Buma**

as referred to in Article 30 (2) of the articles of association of the Buma Association, as last amended at the Members' Meeting of 15 May 2024, which amendment was approved by the Copyright Supervisory Board on 1 August 2024.

Non-binding translation. For information purposes only.

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## Distribution rules Vereniging Buma

### Definitions

#### Article 1

For the purposes of these Regulations and the Annexes thereto, the following definitions shall apply:

- a. **Buma**: the Buma Association, established in Amstelveen;
- b. **music copyright**: the rights and/or claims under law, treaty or statutory regulation, anywhere in the world, to which the author or his successors in title are entitled with regard to any disclosure - with the exception of the reproduction or distribution of reproductions - of copyright-protected musical works with or without words, equating the performance of dramatic-musical works, if they are presented without being shown;
- c. **musical work**: musical work in the narrower sense as well as a dramatic-musical work, a choreographic work and a pantomime if this dramatic-musical work, this choreographic work or this pantomime is presented without being shown. This should also be understood to include an adaptation as well as a lyric insofar as it is put to music, including lyrics from declamatoria. Unless otherwise stated, musical works are understood to mean musical works that belong to Buma's repertoire;
- d. **repertoire**: the sum of the musical works in respect of which a natural or legal person has, at the time of conclusion of the exploitation contract, either the music copyright or a right to payment under the music copyright, and all musical works which he will make during the term of the contract or in respect of which he will acquire, during the term of the contract, either the music copyright or a right to payment under the music copyright;
- e. **permission**: any authorisation or permit granted by or on behalf of the rightsholder(s) to make changes to or additions to a musical work as well as the permission granted by an authorised publisher to sub-publish a musical work published by him;
- f. **author**: composer, lyricist and any other natural person who is the author of a work of literature, science or art;
- g. **programme statement**: the statement relating to musical works performed or broadcast during a performance or broadcast, including by means of samples or other programme data;
- h. **participant**: the relevant person in the case of musical copyright, who has concluded an exploitation contract with Buma either in the capacity of author, or his successor in title, or in the capacity of publisher or publishing company;
- i. In accordance with Article 2 sub v of the Articles of Association, 'assignee' means:
  - a. a natural person who has obtained musical copyright under inheritance law (i.e. as heir or legatee) from an author,
  - b. successive heirs and/or legatees,
  - c. a Dutch private or public limited company, or a foreign capital company, of which an author or his named legal successor holds at least ninety percent (90%) of the issued registered shares. The articles of association of the above-mentioned company must describe that the company is the assignee to the entire repertoire of the author, or
  - d. other legal entities that meet the conditions in regulations to be adopted by the Board.

### General

#### Article 2

These regulations regulate the distribution and payment of the funds received by Buma in the title of music copyright, established annually on the basis of the annual accounts and with due observance of the provisions of Article 30 of the articles of association of Buma. They are called the Distribution regulations.

#### Article 3

1. The music copyright fees invoiced by Buma to users during any financial year, after deduction of any provisions for irrecoverable amounts, taking into account the nature of the performance and/or broadcast of the works and the origin of the funds, accounted for as copyright fees to be paid, shall be subdivided into a number of categories. The nature and number of these categories shall be determined in the context of the budget process, taking into account the provisions of Article 6 of these rules.
2. Buma shall withhold administration fees from the justified collection amounts as described in the previous paragraph. These administration fees, together with other income of the Association

- such as annual contributions, the normative return on investments and other financial income, serve to cover the management costs and financial expenses of the Association.
3. The administrative fees to be withheld referred to in paragraph 2 shall be fixed annually per category for music use in the relevant financial year as part of the budget process. The normative return on investments referred to in paragraph 2 shall also be determined annually as part of the budget process with the aim of distributing the return on investments to rightsholders in a balanced manner. As a result of differences between budgeted and actual results, surpluses or deficits in cost coverage arise from year to year and are added to or withdrawn from a provision. In principle, this concerns temporary differences, since the Association has no profit motive. The provision serves as a buffer to compensate for these differences. Since an addition to the provision is recorded at the expense of the operating result – and a withdrawal in favour of the operating result – the annual operating result is null.
    - a. If the total of the actual income (the withheld administration fees, investment result and the other income) provides surplus to fully cover the management costs – resulting in a surplus on cost coverage – this surplus is added to the provision at the expense of the operating result. If the range of this provision determined by the Board is exceeded as a result, the Board will include the amount of the excess in the next budget process with the aim of restoring the provision to within the determined range within three to five years. In occasional cases, in the event of a more structural exceedance of the established range, the Board will make a proposal to the members' meeting at the same time as offering the financial statements.
    - b. If the total of the actual income (the withheld administration fees, investment result and the other income) falls short of fully covering the management costs – resulting in a shortfall on cost coverage – this shortfall is withdrawn from the provision in favour of the operating result. If this results in the provision falling below the range determined by the Board, the Board will include the amount of the shortfall in the next budget process with the aim of returning the provision within the established range within three to five years. In incidental cases, in the event of a more structural shortfall of the established range, the Board will make a proposal to the members' meeting at the same time as offering the financial statements.
  4. The Board shall determine each year, within the framework of the budget, the percentage or amount withheld for social, cultural and educational purposes per heading as referred to in Articles 30 (4) and 25a.1.e of the articles of association. This percentage/amount can also be null.

## Principles

### Article 4

1. The distribution is based on the principle that the music copyright fees invoiced by Buma must also have been received. Insofar as these received music copyright fees concern (conditional) advances, the Board may lay down further rules with regard to reservations of the part to be distributed.
2. The funds available for distribution shall consist of the music copyright fees referred to in paragraph 1, less:
  - a. withheld administration fees, as set out in Article 3
  - b. any deductions for social, cultural and educational purposes, as laid down in Article 3 (5).
  - c. any reservations on (conditional) advances, as laid down in paragraph 1.
  - d. any reservations to be determined by the Board for each category for yet unidentified music use.
3. The funds available for distribution referred to in paragraph 2 shall be allocated separately for each category and paid to those listed in Annex I as participants in the proceeds from the musical works performed or broadcast.

### Article 5

1. Participants shall be obliged to register their musical works in the manner described in Annex II.
2. In the case of musical works not registered in the manner described in Annex II, the relevant participants shall not be entitled to payment. Buma is nevertheless authorised to pay the relevant shareholders on the basis of programme statements and/or notifications from other participants and/or other unambiguous information. The obligation of the participant set out in paragraph 1 of this article shall nevertheless remain.
3. The basis for the distribution shall be the programme statements available to Buma. With regard

- to the acquisition and processing of programme statements, the Board shall take such measures as are desirable both from the point of view of fair distribution and from the point of view of efficient business operations.
4. With regard to programme statements leading to payments under the special headings referred to in Article 6 (2) of these Regulations, the Board may, in order to obtain timely and complete information on the programme, lay down further conditions concerning the cooperation of participants whose musical works are concerned, in the absence of which there is no entitlement to payment under that special heading.
  5. Programme information whose accuracy is doubtful in the opinion of the Board may be excluded from the distribution and payment. In that case, the Board shall take measures to obtain the correct information, unless it has reasonable grounds to believe that:
    - a. the costs attributable to the necessary measures will be disproportionate to the possible revenues for the relevant participants;
    - b. there is any form of involvement of one or more of the relevant participants in the creation of the incorrect data.

## Distribution

### Article 6

The share of any musical work in the amount available for distribution per category, as laid down in Article 3, shall be calculated, taking into account Articles 9 and 10, as follows:

1. **General categories**

The number of points awarded for any musical work pursuant to Annex III shall be multiplied by the recorded number of performances of that musical work within a category. The number of points thus obtained for all performances of that musical work shall be the number divided by the total number of points for all recorded musical works within the relevant category. The proportion of the funds available for distribution under this heading is thus determined.

2. **Special categories**

Within the special categories, the funds received per programme shall be disbursed, taking into account Article 3 (2) and (3). The number of points awarded for any musical work pursuant to Annex III shall be multiplied by the recorded number of performances of that musical work within a category. The number of points thus obtained for all performances of that musical work shall be the number divided by the total number of points for all recorded musical works within the relevant programme. The proportion of the funds available for distribution for that musical work in the relevant programme is thus determined.

The following shall be eligible for special distribution:

- A Music use during performances
  - a. the Buma proceeds of which exceed an amount to be determined by the Board per performance, and
  - b. whose programme statements show that - in the event of application of a special distribution - one or more participants would receive a significant share in the proceeds to be determined by the Board, and
  - c. of which Buma has received the programme statements in accordance with the further conditions to be set by the Board as referred to in Article 5 (4).
- B Use of music during performances other than those referred to under A:
  - a. for which Buma has granted permission through a licence (fee) that also includes other types of music use, and
  - b. for which Buma has received programme statements.

The calculation of the share of a musical work is based on the calculation of an average revenue per performance.

The provisions under 2 above concerning Special Categories do not apply to an arrangement for special distribution made in an international context, which distribution takes place with due observance of rules to be determined by the Board.



**3. General film categories**

Within the general film categories, the funds per film are calculated as follows: the proceeds of any film are multiplied by the number of seconds of music belonging to Buma's repertoire in that film. The number thus obtained divided by the sum of the numbers for all films gives the proportion of a film in the category. The proportion of any musical work in a film is determined by dividing the number of seconds of all performances of that musical work in the film by the total duration in seconds of all musical works in the film.

**4. Radio and TV categories**

The actual broadcast number of seconds of each musical work is totalled per musical work per category. The number thus obtained divided by the total of the numbers for all musical works broadcast in the Buma repertoire gives the proportion of a musical work in that category.

**5. Online categories**

- a. In the case of a general licence, the proportion of a work consists of the average amount per stream and/or download times the number of times that the work has been streamed or downloaded, irrespective of the actual/declared duration of the work. The average amount per stream and/or download is determined by dividing the total amount available for distribution under the collection associated with those licence(s) by the total number of streams and/or downloads under those licence(s), unless the provisions of point c apply.
- b. In the case of a licence specified per work, the amount available for distribution per work licensed or per group of works shall be allocated among and paid to the participants in that work or group of works, irrespective of the actual/declared duration of the work.
- c. if, in the opinion of the Board, a general licence as referred to under a involves:
  1. relatively small licence proceeds and the distribution thereof, as described above under a, is not considered justified in the opinion of the Board due to cost/benefit considerations, then the entire licence proceeds will be allocated to the share-rightsholders on the basis of the reference repertoire determined in consultation with the Board, or in a manner to be determined by the Board.
  2. if so much work is required – in terms of processing program data, completing copyright data of works and the like – to be able to distribute the entire licence amount that, in the opinion of the Board, for cost/benefit considerations, it is not considered justified to distribute the entire licence amount, then
    - i) both the work already completed and the work still to be completed, for which the proportion of the work to be completed exceeds a certain amount, shall be allocated in accordance with the provisions of subparagraph a above; and
    - (ii) the remaining unallocated amount shall be allocated among the share-rightsholders on the basis of the reference repertoire determined in consultation with the Board or in a manner to be determined by the Board.

**Article 7**

1. When determining the totals referred to in Article 6 within any category, the shares allocated to non-participants pursuant to Annex V shall be disregarded.
2. For the purposes of this article, non-participants shall mean authors of protected musical works who are neither members of Buma nor have concluded an exploitation contract with an organisation as referred to in Article 4 (3) of the articles of association.

**Article 8**

1. The proceeds per musical work calculated in accordance with Article 6 shall be allocated among the participants referred to in Annex I in accordance with the allocation keys laid down in Annex V, irrespective of any different arrangements made between the parties concerned, unless these Regulations themselves provide for the possibility of a derogation.
2. In the event of conflicting claims to a share in the musical work, the Board is entitled to suspend payment of that share until the parties have reached an agreement or until a binding decision has been submitted to it by one of the parties.

## Supplementary payments

### Article 9

For the payment of a share for undetected performances of repertoire that is not included in programme tasks due to the type of performance location, the Board may make a further arrangement at the expense of the relevant category, as to be determined in the context of the budget process referred to in Article 3 (1). Each of the following conditions must also be met:

- a. it is clear to Buma that a relatively large number of performances per musical work are not detected with regard to the type of performance location;
- b. Buma has granted permission for the performances at the type of execution location for a fee;
- c. Non-detection is not already settled in any other way or involved in any distribution or allocation method.

### Article 10

For the payment of a share for broadcasts of a certain type of repertoire that does not/does not appear sufficiently recognisable in programme statements, the Board may make a further arrangement at the expense of the relevant category, as to be determined within the framework of the budget process as referred to in Article 3 (1). Each of the following conditions must also be met:

- a. it is clear for Buma that, with regard to the type of repertoire, a relatively large number of broadcasts per work are not or not sufficiently recognisable in the programme statements;
- b. Buma has granted permission for the broadcast of the type of repertoire for a fee;
- c. The non- or insufficiently recognisable appearance in programme statements is not already settled in any other way by Buma or involved in any distribution or allocation method.

## Basic payout

### Article 11

1. If the total Buma and Stemra settlement to a participant in any year is less than an amount to be determined periodically jointly by the boards of Buma and Stemra, each participant shall receive annually, as compensation for the performances, broadcasts and/or mechanical recordings not included in the distribution in that year, a supplement to said amount. The condition is that the annual contribution has been paid.
2. If the annual contribution in any year is zero, the shareholder shall not receive the basic payout referred to in paragraph 1.
3. The Board may make similar arrangements for sister organisations.

## Payments

### Article 12

All payments by Buma are made in Dutch currency. Buma shall have the right to charge participants the bank charges for payments made to those participants.

## Minimum payments

### Article 13

1. Payment to a participant shall only take place if the proceeds in his favour exceed a minimum amount to be determined periodically by the Board per settlement. This minimum amount may also be 0 (null) euros.
2. Unpaid amounts shall be credited to the operating account.

### Article 14

The funds earmarked for social, cultural and educational purposes shall be spent in the three calendar years following the calendar year in which the reservation was made. If and insofar as these funds have not been spent on the chosen use within the aforementioned period of three years, this will be reported to the members' or members' meeting. In that case, a proposal for the allocation of (the remainder of) the money not spent on time will be submitted to the members for approval.

**Article 15**

1. Funds received by virtue of musical copyright from sister organisations as referred to in Article 4 (3) of the articles of association shall not be subject to the provisions of these Rules and their Annexes, subject to the allocated keys provided in Annex V, taking into account shares already withheld by those organisations, and subject to the provisions of Article 15 (2) and (3).
2. With regard to the funds referred to in paragraph 1, Buma shall distribute the relevant amounts available for distribution as referred to in Article 4 to the Participants and Non-participants as referred to in Article 16 (1) no later than six (6) months after receipt of these funds, unless objective reasons prevent Buma or, where applicable, its participants from complying with this deadline.
3. Payment with regard to the funds referred to in paragraphs 1 and 2 shall be made with due observance of rules to be determined by the Board.

**Article 16**

1. For the purposes of this Article 16, the following definitions apply:
  - a. **CBO**: a collective management organisation established in the Netherlands which is authorised by law or by means of transfer, licensing or another agreement by more than one rightsholder with the main purpose of managing copyrights for one or more of them, in the common interest of these rightsholders and which is controlled by its members or is set up for non-profit purposes;
  - b. **Sister organisation**: means the foreign organisation referred to in Article 4 (3) of the articles of association;
  - c. **Share-rightsholder**: the party referred to in Article 1 (1) of Annex 1 as entitled to a share of the proceeds from a work that is a Participant of Buma or that is represented by a CBO or by a Sister organisation;
  - d. **Non-participant**: the party referred to in Article 1 (1) of Annex 1 as entitled to a share of the proceeds from a work that is not a Participant of Buma and is not represented by a CBO and not represented by a Sister organisation;
  - e. **Supervision Act**: Supervision and Dispute Resolution Act for Collective Management Organisations for Copyright and Related Rights applicable from 26 November 2016;
  - f. **Unallocated Amounts**: Amounts due to Participants and Non-Participants shall be considered as Non-allocable or Non-Payable Funds (unallocated amounts) if these amounts cannot yet be allocated three years after the end of the financial year in which Buma collected these funds and if Buma has taken all necessary measures to identify and locate participants and Non-participants as referred to in paragraphs 4 and 5 and which cannot be added to the reservation for social and/or cultural and/or educational purposes as referred to in Article 30 (4) of the articles of association or, due to the maximum percentage being reached, cannot be added to the reservation for social and/or cultural and/or educational purposes as referred to in Article 30 (4) of the articles of association, unless these amounts are reserved for claims of Non-participants as referred to in paragraphs 7a and 7b.
2. Buma shall distribute the amounts available for distribution as referred to in Article 3 as soon as possible and in any case no later than nine (9) months after the end of the financial year in which the funds have been collected by Buma to the Participants and Non-participants, unless objective reasons, or Buma's participants, prevent Buma from doing so.
3. Amounts due which cannot be allocated among rightsholders within the period specified in the second paragraph (9 months), because the relevant rightsholders cannot be identified or located, shall be recorded separately in Buma's accounts, unless the exception applies to the period specified in paragraph 2.
4. No later than three months after the expiry of the period referred to in the second paragraph (9 months), Buma shall publish information on funds relating to protected material for which one or more Participants and Non-participants have not been identified or located to Participants and to CBOs or Sister organisations with which a representation agreement has been concluded. Where available, the information referred to above shall include the following:
  - the title of the work;
  - the author's name;
  - the name of the relevant publisher;
  - any other relevant information available that could assist in identifying the rightsholder.



5. Buma shall check the register referred to in Section 2b (6) of the Supervision Act and other readily available registers. If such check and the provision of the information referred to in the third paragraph does not produce any results, Buma shall publish the information referred to in the third paragraph on Buma's website no later than one year after the expiry of the three-month period.

***A claim expires following more than 2 years after settlement for Participants and (rightsholders of) CBOs and Sister organisations***

- 6.a. Complaints about settlements made in any year will be processed until 31 December of the second (2<sup>nd</sup>) year following the calendar year in which the relevant settlement was made. Subsequently, the right of the Participant and the CBO or Sister organisation to complain about the relevant settlement expires.
- 6.b. If any error has been made in determining the amount due to a Participant, this error can be addressed until 31 December of the second (2<sup>nd</sup>) year following the calendar year in which the relevant settlement was made.
- 6c. Overpaid amounts will not be recovered if, in the opinion of the Board, there are weighty reasons to consider recovery as unreasonable.

**Reservations (4<sup>th</sup> and 5<sup>th</sup> years) for Non-Participants (beneficiaries who are not participants of: Buma, CBO or Sister Organisation)**

- 7.a. Any Non-allocable or Non-payable funds as referred to in paragraph 1 (f) for the benefit of Non-participants who, despite reasonable attempts by Buma to do so, cannot be traced and distributed, will then remain reserved in the name of the rightsholder for two (2) calendar years for claims of Non-participants arising in that period.
- 7.b. Other Non-allocable or Non-payable amounts as referred to in paragraph 1 (f) for the benefit of Non-participants, which cannot be paid out, because the data of the Non-participant, despite attempts by Buma to do so, cannot be retrieved, also remain reserved for two (2) calendar years for claims of Non-participants arising in that period.

**A claim expires (after the 5<sup>th</sup> year) for Non-participants (rightsholders who are not participants of: Buma, CBO or Sister organisation)**

8. If a Non-participant has not made a claim for payment for use in that year of use within five years – to be calculated from the time that Buma has settled the relevant year of use – that claim to the payment for use in that year of use shall lapse.

**Unallocated Amounts for Buma**

9. The Unallocated Amounts (after 3 years) and the amounts not paid out after expiry of the reservation period (5 years) will, in accordance with a resolution of Buma's members meeting, be added in the next calendar year on a pro rata basis to the funds available for allocation to Participants and Non-participants, which will be allocated on the basis of a reference repertoire determined by the Board that relates to one or more (representative) sections from the original year of use.

**Percentage of post-claims**

10. The Buma Board periodically determines what percentage of the collected funds per category is reserved for post-claims as referred to in the previous paragraphs for both Buma Participants and Participants who are represented by a CBO or Sister organisation, and Non-participants.
11. The provisions of this article shall apply mutatis mutandis to the Annexes to these Distribution rules.

**Article 17**

In matters not provided for in these regulations, the Board may, if it sees reason to do so, take a decision, whereby decisions are taken as far as possible in the spirit of these regulations and a balanced consideration of all the interests involved is made.

**Effective date****Article 18**

1. These Regulations shall enter into force on 1 January 1986. It does not concern the distribution and payment of monies received by Buma under musical copyright fees before that date.
2. These regulations were thus adopted by the Board of the Buma Association on 30 October 1985 and approved by the meeting of members of the Buma Association on 9 December 1985.
3. These regulations were last amended by a decision of the Board of the Buma Association dated 22 April 2024 and approved by the members' meeting of the Buma Association dated 15 May 2024 and the Copyright Supervisory Board dated 1 August 2024 respectively.
4. The amended Articles 2, 3, 4, 9, 10, 15 and 16 (1) enter into force on 1 January 2021 with regard to collection and distribution from the 2021 financial year after approval by both the meeting of members of the Buma Association and the Copyright Supervisory Board.
5. The amended Articles 3(2) and 11(2) will enter into force on 1 January 2025.
6. The amended Article 16 (9) enters into force after the approval of both the meeting of members of the Buma Association on 10 November 2021 and the Copyright Supervisory Board on 14 January 2022 and relates to the Unallocated Funds or 'unpaid amounts' already released as of 1 January 2021 and released after 1 January 2021 (after 3 or 5 years), insofar as these funds and amounts have not already been allocated or paid at the effective date referred to in this paragraph 5.
7. The other amendments to the regulations referred to in paragraph 3 shall take effect from the date of approval by both the Buma Association's members meeting and the Copyright Supervisory Board.

**Annexes to the Distribution Regulations of the Buma Association****ANNEX I****Participants****Article 1**

1. Only participants, as well as members or affiliates or other third parties, represented by organisations as referred to in Article 4 (3) of the articles of association, may be participants in the proceeds of a musical work.
2. Participants in the proceeds of the (co-)produced or (sub-)published musical works are:
  - a. Composers
  - b. Arrangers
  - c. Lyricists
  - d. Lyrics arrangers
  - e. Publishers
  - f. Sub-arrangers
  - g. Sub-lyricists
  - h. Sub-publishers
  - h. Catalogue representatives or their heirs or other other assignees.

**The composer****Article 2**

1. The composer of a musical work is the natural person who made the music of that musical work.
2. If two or more persons have jointly made the music, they shall be regarded as co-composers. The share of the composer in the proceeds of a musical work shall be allocated equally among the fellow composers, subject to the provisions of Annex V.
3. A person who uses the protected music of other composers when making music shall be regarded as a co-composer or as an arranger, depending on the degree of his own contribution. The use must be authorised in writing. In the case of published or sub-published musical works, this permission must be given by the publisher or the sub-publisher, unless the composer has not given the publisher power of attorney to grant this permission in the concluded publication agreement. In the latter case and in the case of non-published musical works, the permission must be granted by the composer.
4. Where a composer makes use of an already existing musical work in the making of a musical work, either by modifying a fragment of that musical work by digital or non-digital electronic means in such a way as to create a new musical work, or by making interpolations of his own invention within that work, the composer of the original musical work and the composer of the new musical work shall be regarded as co-composers.
5. Where the composer of the new musical work referred to in the preceding paragraph has made use of existing recordings of the original musical work when making that musical work, he shall only receive a share of the proceeds of the new musical work if, in addition to the copyright authorisation referred to in paragraph 3 of this Article, he has received written consent from the rightsholders to the use of that recording on any related right that exists on those recordings.
6. If the composer uses one or more copyrighted lyrics in the making of a musical work, he shall only receive a share of the proceeds of that musical work if he has received written permission to use the lyrics. This permission must have been granted by the publisher, the sub-publisher or catalogue representative for published or sub-published lyrics, unless the lyricist has not given the publisher power of attorney to grant this permission in the concluded publication agreement. In the latter case and in the case of non-published musical works, the permission must be granted by the lyricist.
7. Where lyrics used by the composer involves sub-publishers as referred to in Article 6 (3) of this Annex and one or more of those sub-publishers have obtained this authorisation referred to in paragraph 3 of this Article, the composer shall receive a share of the proceeds of the musical work only if he has obtained the written consent of one of those sub-publishers.

## The arranger

### Article 3

1. The arranger is any composer who changes or supplements a musical work by another composer in such a way that it will bear a personal stamp through his own creative contribution.
2. Where two or more persons have done the arranging jointly, they shall be considered as co-arrangers. The share of the arranger in the proceeds of a musical work is distributed equally among the co-arrangers.
3. If the arranger of a musical work is also the composer of that musical work or if all co-arrangers are also the only co-composers, no arranger's share will be allocated.
4. The following are not arrangements of musical works:
  - a. Arrangements for practical use, limited to:
    - additions of dynamic or agogic indications,
    - additions of phrasing symbols,
    - additions of registers for organ or other key instruments,
    - description of finger placements,
    - illustrations, decorations,
    - transfer of an old method of notation into the present custom,
    - correcting clerical errors in the original draft and similar actions;
  - b. Conversions into another key or voice register (transpositions);
  - c. Omitting or simplifying voices (reductions);
  - d. Exchanging or doubling voices;
  - e. Adding only one parallel voice to a melody voice;
  - f. Other changes to musical works that do not comply with the provisions of paragraph 1 of this article.
5. The processor of a copyright-protected musical work shall receive a share of the proceeds of that musical work only if he has obtained written consent to the adaptation. This permission must be granted by the publisher for published musical works, unless the composer or the lyricist has not given the publisher a power of attorney to grant this permission in the concluded publication agreement. In the latter case, the permission must have been granted by the composer or the lyricist and, in the event that one of the two has given the publisher the power of attorney referred to in the previous sentence, the publisher. In the case of unissued musical works, the permission must be granted by the composer and the lyricist.
6. The arranger will only receive a share if his arrangement is actually used.
7. The arranger may also claim a share of the proceeds of the musical work if the musical work in question is used without the actual use of his work. In that case, however, the consent must have been granted without it being stipulated that it is only valid for a specified use. In the case of published works, each of the following conditions must also be met:
  - a. The permission must have been granted by a publisher who still acts as such with regard to the musical work in connection with which the permission has been granted.
  - b. Sheet music from the arranger's version must have been published.
  - c. A sound carrier manufactured for commercial purposes must be released with the arranger's version.
  - d. The version of the arranger must be of national significance, measured according to criteria to be specified by the Board.
8. Where a musical work protected by copyright and adapted by an arranger involves sub-publishers as referred to in Article 6 (3) of this Annex and one or more of these sub-publishers have obtained the authorisation referred to in paragraph 5 of this article, the arranger shall only receive a share in the proceeds of that musical work of music if he has obtained the written consent of one of these sub-publishers.

## The lyricist

### Article 4

1. The lyricist of a musical work is the natural person who made the lyrics for that musical work.
2. If two or more persons have jointly created the lyrics, they shall be regarded as co-lyricists. The share of the lyricist in the proceeds of a musical work shall be allocated equally among the co-lyricists, subject to the provisions of Annex V.
3. If the lyricist uses protected music in the making of a musical work, he shall receive a share of the

proceeds of that musical work only if he has received written permission to use the music. This permission must have been granted by the publisher, the sub-publisher or catalogue representative for published music or sub-published music, unless the composer has not given the publisher power of attorney to grant this permission in a concluded publication agreement. In the latter case and in the case of non-published music, the permission must be granted by the composer.

4. If the protected musical work used by the lyricist has sub-publishers involved as referred to in Article 6 (3) of this Annex and one or more of these sub-publishers have received the authorisation referred to in the previous paragraph, the lyricist will only receive a share in the proceeds from that musical work if he has obtained the written consent of one of these sub-publishers.
5. The lyricist also receives a share in the proceeds from a musical work if the music, to which the lyrics belong, is performed without lyrics. This does not apply to lyrics of music no longer protected by copyright.
6. The provisions of the previous paragraph shall not apply to works referred to in paragraph 3 of this article, unless the permission referred to in paragraph 3 of this article provides otherwise.
7. In the case of films, the arrangements referred to in paragraph 5 shall apply only to those lyricists who appear on the cue sheet.

## **The lyrics arranger**

### **Article 5**

1. The lyrics arranger of a musical work is the natural person who changes or supplements the lyrics of a musical work in such a way that it will bear a personal stamp through his creative contribution.
2. If two or more persons have jointly done the lyrics arranging, they shall be regarded as co-lyrics arrangers. The share of the lyrics arranger in the proceeds of a musical work shall be allocated equally among the fellow lyrics arrangers, subject to the provisions of Annex V.
3. The lyrics arranger of a musical work protected by copyright shall receive a share of the proceeds of that musical work only if he has received written permission for the lyrics arranging. In the case of published musical works, this must have been granted by the publisher, unless the original creators or their successors in title have not given the publisher any power of attorney to grant this permission in the concluded publication agreement. In the latter case and in the case of unpublished musical works, the consent must have been granted by the original creators or their successors in title.
4. If the protected lyrics used by the lyrics arranger has sub-publishers involved as referred to in Article 6 (3) of this Annex and one or more of these sub-publishers have received the authorisation referred to in the previous paragraph, the lyrics arranger will only receive a share in the proceeds from the relevant musical work if he has obtained the written consent of one of these sub-publishers.
5. The lyrics arranger only receives a share if his lyrics arrangement is actually used.

## **The publisher**

### **Article 6**

1. The publisher is any natural or legal person who has acquired publishing rights and who handles and distributes the usual printed or otherwise duplicated publications of the entire work.
2. Where two or more publishers publish a musical work together, they shall be considered to be co-publishers. The publisher's share of the proceeds of a musical work will then be allocated equally among the co-publishers, unless they have mutually agreed a different distribution and have stated this at the time of registration.
3. Publishers who, under a contract with one or more participants in a musical work, have only partially acquired the right of publication in respect of that musical work shall be deemed to be sub-publishers. The share of the sub-publisher is related to the total publisher's share in the proceeds of the musical work and the share of the participants with whom he has concluded a contract in the entire author's share.
4. A publisher who, under a contract with the original publisher, has acquired the publishing rights in a specified region in the capacity of substitute publisher (éditeur substitué) shall be regarded as the original publisher in that region.



5. Printing rights alone do not entitle to shares in the proceeds of a musical work.
6. With regard to the settlement, the date of entry into force of a contract with a publisher is always the first day of the settlement period in which the contract date or the effective date of the contract falls, although all undistributed funds relating to previous settlement periods will be paid to the publisher, unless otherwise agreed with regard to another effective date insofar as these agreements are laid down in the publishing contract.

## **The sub-arranger**

### **Article 7**

1. The sub-arranger of a musical work is the natural person who, with the written consent of a publisher, sub-publisher or catalogue representative, creates a new arrangement of a musical work sub-published in the Netherlands.
2. The sub-arranger will only receive a share if his sub-arrangement is actually used.
3. The sub-arranger may also claim a share of the proceeds of a musical work if the musical work in question is used without the actual use of his sub-arrangement. However, each of the following conditions must then be met:
  - a. The permission shall be given without specifying that it is only valid for a specified use.
  - b. The permission must have been granted by a publisher, sub-publisher or catalogue representative who still acts as such with regard to the musical work in connection with which the permission was granted.
  - c. Sheet music of the sub-arranger's version must have been published.
  - d. A sound carrier manufactured for commercial purposes must be released with the sub-arranger's version.
  - e. The version of the sub-arranger must be of national significance, measured according to criteria to be specified by the Board.
4. If, in addition to the sub-arranger to whom the provisions of paragraph 3 apply, there is a sub-arranger who has obtained prior permission, paragraph 3 shall not apply if his sub-arrangement is actually used.
5. If, in addition to the sub-arranger to whom the provisions of paragraph 3 apply, there is a sub-arranger who has obtained a subsequent permission, the portion for the sub-arranger shall be allocated equally between the two sub-arrangers when his sub-arrangement is actually used.
6. Where sub-arrangers as referred to in Article 6 (3) or Article 9 (3) of this Annex are involved in a musical work arranged by a sub-arranger, the sub-arranger shall only receive a share in the proceeds of that musical work if he has obtained the written consent of one of the sub-arrangers, sub-sub-arrangers or catalogue representatives.
7. A foreign sub-arranger who, with the written consent of a foreign sub-publisher or catalogue representative, creates new arrangement for a work that is sub-published abroad, shall receive a share when his sub-arrangement is actually used.
8. If, in addition to the foreign sub-arranger as referred to in paragraph 7 of this article, there is a sub-arranger to whom the provisions of paragraph 3 of this article apply, the share for the sub-arranger shall be divided equally between the two sub-arrangers in the event of actual use of the foreign sub-arrangement.

## **The sub-lyricist**

### **Article 8**

1. The sub-lyricist of a musical work is the natural person who, with the written consent of a publisher, sub-publisher or catalogue representative, creates new lyrics for a musical work sub-published in the Netherlands or who translates the original lyrics.
2. The sub-lyricist receives a share only when his sub-lyrics are actually used.
3. The sub-lyricist may also claim a share of the proceeds of a musical work if the musical work in question is used without actual use of his sub-lyrics. However, each of the following conditions must then be met:
  - a. The consent shall be given without specifying that it is only valid for a specific use.
  - b. The permission must have been granted by a publisher, sub-publisher or catalogue representative who still acts as such with regard to the musical work in connection with which the permission was granted.
  - c. Sheet music of the version in which the lyrics of the sub-lyricist were used must have been published.

- d. A sound carrier manufactured for commercial purposes of the version in which the lyrics of the sub-lyricist are used must be released.
- e. The version in which the lyrics of the sub-lyricist are used must be of national significance, measured according to criteria to be specified by the Board.
4. If, in addition to the sub-lyricist to whom the provisions of paragraph 3 apply, there is a sub-lyricist who has obtained prior consent, paragraph 3 shall not apply if his sub-lyrics are actually used.
5. If, in addition to the sub-lyricist to whom the provisions of paragraph 3 apply, there is a sub-lyricist who has obtained a subsequent consent, the portion for the sub-lyricist shall be allocated equally between the two sub-lyricists when his sub-lyrics are actually used.
6. Where sub-publishers referred to in Article 6 (3) or Article 9 (3) of this Annex are involved in a musical work for which a sub-lyricist has created sub-lyrics, the sub-lyricist shall only receive a share in the proceeds of that musical work if he has obtained the written permission of one of the sub-publishers, sub-sub-publishers or catalogue representatives.
7. A foreign sub-lyricist who, with the written consent of a foreign sub-publisher or catalogue representative, creates new sub-lyrics for a musical work that is sub-published abroad, shall receive a share when his sub-lyrics are actually used.
8. If, in addition to the foreign sub-lyricist referred to in paragraph 7, there is a sub-lyricist to whom the provisions of paragraph 3 apply, the share for the sub-lyricist shall be allocated equally between the two sub-lyricists when the foreign sub-lyrics are actually used.

## **The sub-publisher and the catalogue representative**

### **Article 9**

1. A sub-publisher is defined as a publisher who, with the written permission of the original publisher, not established in the country of the sub-publisher, reissues a musical work. A sub-publisher shall not be considered to be a sub-publisher if he acquires sub-publishing rights in respect of the country in which the original publication took place.
2. Where two or more sub-publishers sub-publish a musical work together, they shall be considered to be co-sub-publishers. The share of the sub-publisher in the proceeds of a musical work is then allocated equally among the co-sub-publishers, unless they have agreed a different distribution between themselves.
3. A sub-publisher who, under a contract with a foreign sub-publisher as referred to in Article 6 (3) of this Annex, has only partially obtained the sub-publishing right in respect of a musical work shall be considered to be a sub-sub-publisher. The share of a sub-sub-publisher is directly proportional to the share that the sub-publisher has in the original distribution. If for whatever reason it is not known which shareholder authors in a musical work are represented by the sub-publisher and the sub-sub-publisher, the share of the sub-sub-publisher can never be greater than the share of the sub-publisher in the original distribution.
4. A publisher who has concluded a catalogue representation contract with a foreign publisher or sub-publisher shall be regarded as a catalogue representative. The catalogue representative is not obliged to republish a musical work belonging to the catalogue in question. With regard to the allocation of shares to a catalogue representative of a foreign share issuer, paragraph 3 shall apply mutatis mutandis.
5. The share in the proceeds of a musical work for the benefit of the sub-publisher, the sub-sub-publisher or the catalogue representative shall only be awarded if his contract with the original publisher or sub-publisher has at least a term equal to the minimum fixed for that purpose by the international copyright organisation CISAC. If such a minimum should no longer be regulated within CISAC, the minimum contract duration would be determined by the Board.
6. With regard to settlement, the effective date of a contract with a sub-publisher or catalogue representative shall always be the first day of the settlement period in which the contract date or the effective date of the contract falls, unless otherwise agreed with regard to another effective date, insofar as these agreements are laid down in the contract.
7. Buma shall receive written notice of the contractual termination of a sub-publication contract or of representation by a catalogue representative in good time before the termination of the contract. Failing this, the contract shall be deemed to have been renewed, subject to the provisions of paragraph 7a.
- 7a. If two or more parties make a substantiated claim in writing to the representation of a catalogue or to a sub-publication contract, the Board is entitled to suspend the payment of the relevant shares in the works concerned until the parties have reached an agreement or until a binding decision has been submitted to it by one of the parties.

8. If Buma receives notices relating to the entry into force or termination of a sub-publication contract or a representation by a catalogue representative at a time when the distribution of the proceeds of musical works to which this contract or representation relates among shareholders has taken place or is administratively at an advanced stage, Buma shall be discharged for distributions that are not in accordance with the relevant notices.

## Article 10

1. This Annex shall enter into force on 1 January 1986. It does not concern the distribution and payment of monies received by Buma under musical copyright fees before that date.
2. This Annex was thus adopted by the Board of the Buma Association on 30 October 1985 and approved by the meeting of members of the Buma Association on 9 December 1985.
3. This Annex was last amended by decision of the Board of the Buma Association on 14 February 2018 and approved by the members' meeting of the Buma Association on 22 May 2018 and the Copyright Supervisory Board on 18 May 2018, respectively.
4. The amendment referred to in the previous paragraph shall enter into force with effect from the date of approval by both the Buma Association Members' Meeting and the Copyright Supervisory Board.

## **ANNEX II      Registration of works**

### **Article 1**

Upon request, the Board shall make available to each participant forms in which the participant shall register the musical works in which he is a rightsholder.

### **Article 2**

Authors who have made a musical work in collaboration must register this jointly on a form provided to them by the Board at their request.

### **Article 3**

No payment will be made for musical works that are registered by means of forms that are not fully completed or on forms other than those made available under these regulations, unless in the opinion of the Board there are compelling reasons to accept the registration nonetheless.

### **Article 4**

The provisions of Article 2 of this Annex with regard to the obligation to register jointly do not apply to musical works that have already been registered in the correct manner, in which any changes are made with the written consent of an authorised publisher.

### **Article 5**

Registered musical works in which changes are made in any way, other than those referred to in Article 4 of this Annex, including title changes, must be registered again.

### **Article 6**

The Board may lay down further rules with regard to whether or not to submit sheet music. The participant is at all times obliged to send Buma a copy of the manuscript or sheet music of a musical work or, in the case of electro-acoustic music, a copy of the master tape.

### **Article 7**

In consultation with the Board, catalogue representatives may register the musical works in which they are a rightsholder in a different manner in a manner to be determined.

### **Article 8**

1. This Annex shall enter into force on 1 January 1986. It does not concern the distribution and payment of monies received by Buma under musical copyright fees before that date.
2. This Annex was thus adopted by the Board of the Buma Association on 30 October 1985 and approved by the meeting of members of the Buma Association on 9 December 1985.
3. This Annex was last amended by decision of the Board of the Buma Association on 14 February 2018 and approved by the members' meeting of the Buma Association on 22 May 2018 and the Copyright Supervisory Board on 18 May 2018, respectively.
4. The amendment referred to in the previous paragraph shall enter into force with effect from the date of approval by both the Buma Association Members' Meeting and the Copyright Supervisory Board.

**ANNEX III      Valuation of musical works****Article 1**

1. Each musical work shall be awarded a number of points, broken down by duration as referred to in Article 2 of this Annex.
2. The Board may adjust a once established classification on the basis of data evidenced by the performance practice.

**Article 2**

The breakdown by duration shall be made either on the basis of the relevant registration and statements from the organisations referred to in Article 4 (3) of the articles of association, or by the actual determination of the duration on the basis of the score or sheet music, or in the event of a significant deviation from this duration to the actual duration recorded in one or more performances or broadcasts.

**Article 3**

If there is a deviation from the application in terms of duration, the Board will inform the relevant participants accordingly.

**Article 4**

The points referred to in Article 1 (1) of this Annex shall be allocated in accordance with the following table:

Musical works with a duration of:

00	min. 1 sec. to	59	sec.	12
01	min. 1 sec. to	05	min.	36
05	min. 1 sec. to	10	min.	84
10	min. 1 sec. to	15	min.	144
15	min. 1 sec. to	20	min.	204
20	min. 1 sec. to	25	min.	264
25	min. 1 sec. to	30	min.	324
30	min. 1 sec. to	35	min.	384
35	min. 1 sec. to	40	min.	444
40	min. 1 sec. to	45	min.	504
45	min. 1 sec. to	50	min.	564
50	min. 1 sec. to	55	min.	624
55	min. 1 sec. to	60	min.	684

For musical works with a duration of 60 minus 1 sec. or more, the number of points per 5 minutes or part thereof shall be increased by 60 points.

**Article 5**

1. With regard to the award of points, potpourris, including medleys, compilations, etc. shall be regarded as a musical work.
2. The total proceeds of potpourri shall be distributed among the musical works contained therein or the transitions therein, in proportion to their share in the duration of the whole.
3. The proceeds per musical work or transition included in a potpourri shall be distributed in accordance with Annex V.

**Article 6**

- 1 This Annex shall enter into force on 1 January 1986. It does not concern the distribution and payment of monies received by Buma under musical copyright fees before that date.
2. This Annex was thus adopted by the Board of the Buma Association on 30 October 1985 and approved by the meeting of members of the Buma Association on 9 December 1985.
3. This Annex was last amended by decision of the Board of the Buma Association on 14 February



2018 and approved by the members' meeting of the Buma Association on 22 May 2018 and the Copyright Supervisory Board on 18 May 2018, respectively.

4. The amendment referred to in the previous paragraph shall enter into force with effect from the date of approval by both the Buma Association Members' Meeting and the Copyright Supervisory Board.

## **ANNEX IV      Electro-acoustic music**

Annex IV shall lapse with effect from 1 January 2001 with regard to the allocation and payment of funds received by Buma under music copyright from the financial year 2000. Thus the decision of the Board of the Buma Association on 6 September 2000, approved by the Buma Association's general meeting of members on 23 October 2000.

The text of Annex IV reads as follows:

### **Article 1**

In this Annex, electro-acoustic music is understood to mean all music recorded directly by the composer on a sound carrier, on the understanding that performance of the music can only take place by playing that sound carrier.

### **Article 2**

1. A number of points shall be allocated to each musical work of an electro-acoustic nature, for which the musical works shall be classified according to:
  - a. type;
  - b. duration;
2. Electro-acoustic musical works of a serious nature shall also be classified according to occupation.
3. The Board may adjust a once established classification on the basis of data evidenced by the performance practice.

### **Article 3**

Articles 2, 3, 4 and 6 of Annex III shall apply mutatis mutandis to the classification by type, duration and instrumentation, on the understanding that where reference is made to score and sheet music in Article 4 of Annex III, those words shall be read as 'the relevant sound carrier'.

### **Article 4**

1. Article 5 of Annex III shall apply mutatis mutandis to the classification by occupation, with the proviso that the number of tracks recorded on the sound carrier referred to in Article 1 shall be determined first, excluding support tracks and counting interdependent tracks together for a single track, and Article 5 of this Annex shall then apply.
2. Where, in Article 5 of Annex III, reference is made to scores and sheet music, those words shall, for the purposes of application to electro-acoustic musical works, be read as 'the relevant sound carrier'.

### **Article 5**

If there is a deviation from the classification in terms of type, duration or occupation, the Board will inform the relevant participants accordingly.

### **Article 6**

The points shall be awarded in accordance with the following table:

- a. Electro-acoustic musical works of a serious nature;  
The tables in Annex III, Article 7 (a) shall apply. For musical works composed for one track, the table applies to musical works composed for 1 or 2 independent voices. For musical works composed for two tracks, the table for musical works composed for 3 to 9 independent voices applies. For musical works composed for three or four tracks, the table for musical works composed for 10 to 19 independent voices applies. For musical works composed for five or more tracks, the table for musical works composed for more than 19 independent voices applies.
- b. Electro-acoustic musical works of an entertainment nature;  
The table in Annex III, Article 7 (b) shall apply.

**Article 7**

In the case of musical works in which both a sound carrier as referred to in Article 1 of this annex and musical instruments are used for the performance, the number of independent voices of the instrumental part of the musical work in question, determined in accordance with Annex III, shall be increased by the number of independent voices of the electro-acoustic part, determined in accordance with Article 6 of this annex. The number of points shall then be allocated in accordance with the provisions of Article 7 of Annex III.

**Article 8**

Articles 8, 9, 11 and 12 of Annex III shall apply mutatis mutandis.

**Article 9**

1. This Annex shall enter into force on 1 January 1986. It does not concern the distribution and payment of monies received by Buma under musical copyright fees before that date.
2. This Annex was thus adopted by the Board of the Buma Association on 30 October 1985 and approved by the meeting of members of the Buma Association on 9 December 1985.
3. This annex was last amended by decision of the Board of the Buma Association on 16 April 1997 and approved by the meeting of members of the Buma Association on 26 May 1997.
4. The amendments referred to in the previous paragraph of this article entered into force on 1 January 1997.

## ANNEX V

## Allocation keys

### Article 1

The allocation of the funds available per musical work among the shareholders in that musical work shall be done using the allocation scales set out below.

- a. For musical works in manuscript form, of which at least one rightsholder is a participant:

composer	100%
composer	50%
lyricist	50%
composer	41.67%
lyricist	41.67%
lyrics arranger	16.66%
composer	83.34%
arranger	16.66%
composer	41.67%
arranger	16.66%
lyricist	1.67%
composer	41.67%
arranger	8.33%
lyricist	41.67%
lyrics arranger	8.33%

- b. For published musical works of which at least one rightsholder is a participant – subject to the provisions of subparagraph bbis1:

composer	66.66%
publisher	33.34%
composer	33.33%
lyricist	33.33%
publisher	33.34%
composer	25%
lyricist	25%
lyrics arranger	16.66%
publisher	33.34%
composer	50%
arranger	16.66%
publisher	33.34%
composer	25%
arranger	16.66%
lyricist	25%
publisher	33.34%
composer	25%
arranger	8.33%
lyricist	25%
lyrics arranger	8.33%
publisher	33.34%

bbis 1.

For published musical works of which only the publisher is a participant and of which all authors are members of an Anglo/American (PRS, ASCAP, BMI or SESAC) copyright organisation as referred to in Article 4 (3) of the articles of association, the allocation shall take place in accordance with the allocation scales of the organisations as referred to in Article 4 (3) of the articles of association, provided that:

- a. the authors of 'Anglo/American origin' as referred to in paragraph bbis2 and the participant publisher can demonstrate by submitting the publication contract or submitting his correspondence with the authors that an Anglo/American allocation scale has been agreed, and
- b. the allocation scales of the societies of the author(s) on this part are identical.

bbis2.

'Authors of Anglo/American origin' means authors affiliated with PRS (England), ASCAP (America), BMI (America), SESAC (America), IMRO (Ireland), SOCAN (Canada), APRA (Australia) and SAMRO (South Africa).

- c. For musical works of which none of the rightsholders is a participant, the allocation shall take place in accordance with the documentation on the allocation of such musical works sent to Buma by the organisations referred to in Article 4 (3) of the articles of association. In the absence thereof, the allocation will take place according to the allocation scales mentioned under a and b.

## Article 2

1. Where the contribution of one of the co-composers referred to in Article 2 (2) of Annex I to these Regulations belongs to the public domain, the other co-composers shall be deemed to be the composer of that musical work jointly for the purposes of Article 1 of this Annex.
2. Where the music of a musical work belongs to the public domain but the lyrics do not, the author of the lyrics shall also be deemed to be the composer for the purposes of Article 1 of this Annex.
3. Where the contribution of one of the co-arrangers referred to in Article 3 (2) of Annex I to these Regulations belongs to the public domain, the other co-arrangers shall be deemed to be collectively the arranger of that musical work for the purposes of Article 1 of this Annex.
4. Where the contribution of one of the co-lyricists referred to in Article 4 (2) of Annex I to these Regulations belongs to the public domain, the other co-lyricists shall be deemed to be collectively the lyricist of that musical work.
5. Where the lyrics of a musical work belongs to the public domain but the music does not, the composer shall also be deemed to be the lyricist for the purposes of Article 1 of this Annex.
6. Where a musical work includes both music and lyrics in the public domain, the arranger shall also be deemed to be the composer and the lyricist for the purposes of Article 1 of this Annex.
7. For the purposes of Article 1 of this Annex, where a musical work includes both music and lyrics in the public domain, the lyrics arranger shall also be considered to be the lyricist and the composer.
8. Where both music and lyrics of a musical work belong to the public domain, the sub-lyricist shall also be deemed to be the composer and the lyricist for the purposes of Article 1 of this Annex.
9. Where a musical work includes both music and lyrics in the public domain, the sub-arranger shall also be deemed to be the composer and the lyricist for the purposes of Article 1 of this Annex.

## Article 3

The provisions of Article 2 of this Annex do not apply to musical works that belong to the public domain for a reason other than the expiry of a certain statutory period after the death of the composer and/or lyricist, unless the Board decides otherwise.

## Article 4

The following allocation keys shall apply to musical works sub-published by a participant:

composer	50%						
publisher	16.66	or	25	or	33.34	or	0%
sub-publisher	33.34	or	25	or	16.66	or	50%



composer	33.34%							
sub-arranger	16.66%							
publisher	16.66	or	25	or	33.34	or	0%	
sub-publisher	33.34	or	25	or	16.66	or	50%	
composer	25%							
lyricist	25%							
publisher	16.66	or	25	or	33.34	or	0%	
sub-publisher	33.34	or	25	or	16.66	or	50%	
composer	16.67%							
sub-arranger	16.66%							
lyricist	16.67%							
publisher	16.66	or	25	or	33.34	or	0%	
sub-publisher	33.34	or	25	or	16.66	or	50%	
composer	16.67%							
lyricist	16.67%							
sub-lyricist	16.66%							
publisher	16.66	or	25	or	33.34	or	0%	
sub-publisher	33.34	or	25	or	16.66	or	50%	
composer	16.67%							
sub-arranger	8.33%							
lyricist	16.67%							
sub-lyricist	8.33%							
publisher	16.66	or	25	or	33.34	or	0%	
sub-publisher	33.34	or	25	or	16.66	or	50%	

### Article 5

In the case of musical works in which little use is made either of music or of lyrics, the Board may reconcile the authors' shares in the proceeds with the ratio of music and lyrics.

### Article 6

The allocation between co-composers as referred to in Annex I, Article 2 (3) and (4) shall take place as indicated in the written consent granted. If the written consent does not contain a communication about the agreed allocation, the allocation takes place in equal parts or, if it is clear which part of the work has been made by each of the fellow composers, according to the extent of the duration of each contribution.

### Article 7

1. By way of derogation from the provisions of Article 4 of this Annex, the shares of the publisher and the sub-publisher may jointly, depending on the relevant provisions in the original issue contract, be less than 50%.
2. The allocation of the share of the publisher and sub-publisher jointly referred to in the first paragraph shall take place in accordance with the relevant provisions of the sub-publishing contract.
3. The allocation of the remaining share shall take place in accordance with the provisions of Article 10 of this Annex.

### Article 8

For the purposes of Articles 4, 7 and 9 of this Annex, catalogue representatives shall be considered as sub-publishers.

**Article 9**

The allocation key between the foreign original publisher and the sub-publisher affiliated with Buma as agreed in the contract concluded between them will be maintained throughout the term of the contract.

**Article 10**

The allocation between the foreign original composer and lyricist will take place in accordance with the documentation regarding the distribution of the musical works sent to Buma by the organisations referred to in Article 4 (3) of the articles of association. Failing this, the allocation shall be made in accordance with the allocation keys referred to in Article 4 of this Annex.

**Article 11**

Where a participating publisher sub-contributes a work originally published by it to a publisher, whether or not affiliated with an organisation as referred to in Article 4 (3) of the articles of association, the total publisher's share may be set at a maximum of 50%.

**Article 12**

1. Where a musical work falling within the public domain is again protected by legislative measures, the funds available for that musical work shall be distributed among those who, at the time when the musical work fell within the public domain, were participants in that musical work.
2. The composer of a musical work who has made use of lyrics belonging to the public domain when making a musical work shall no longer be regarded as a lyricist within the meaning of Article 2 (5) of this Annex from the moment the lyrics are protected again. The composer shall be deemed to have obtained permission to use the lyrics within the meaning of Article 2 (6) of Annex I.
3. The co-composers as referred to in Article 2 of Annex I who have made use of music belonging to the public domain when making a musical work shall no longer be deemed to be the sole composer of that musical work within the meaning of Article 2 (1) of this Annex from the time the music is protected again. The co-composers shall be deemed to have obtained permission to use the music within the meaning of Article 2 (3) of Annex I.
4. The arranger of a musical work who has made use of music and lyrics belonging to the public domain when making an arrangement shall no longer be regarded as a composer and lyricist within the meaning of Article 2 (6) of this Annex from the moment that music and lyrics are protected again. The arranger shall be deemed to have obtained permission to use the music and lyrics within the meaning of Article 3 (5) of Annex I.
5. If the contribution of one of the co-arrangers referred to in Article 3 (2) of Annex I belongs to the public domain of a musical work, the other co-arrangers shall no longer be deemed to be the sole arrangers of that musical work within the meaning of Article 2 (3) of this Annex from the time that contribution is protected again.
6. The sub-arranger who has made use of music and lyrics belonging to the public domain in the sub-arranging shall no longer be regarded as a composer and lyricist within the meaning of Article 2 (9) of this Annex from the moment that the music and the texts are protected again. The sub-arranger shall be deemed to have obtained permission to use the music and lyrics within the meaning of Article 7 (1) of Annex I.
7. The lyricist of a musical work who has made use of music belonging to the public domain when making a musical work shall no longer be regarded as a composer within the meaning of Article 2 (2) of this Annex from the moment the music is protected again. The lyricist shall be deemed to have obtained permission to use the music within the meaning of Article 4 (3) of Annex I.
8. If the contribution of one of the co-lyricists as referred to in Article 4 (2) of Annex I belonged to the public domain of a musical work, the other co-lyricist(s) shall no longer be deemed to be the sole lyricists of that musical work within the meaning of Article 2 (4) of this Annex from the time that contribution is protected again.
9. The lyrics arranger of a musical work who has made use of lyrics and music belonging to the public domain when making a lyrical arrangement shall no longer be protected as a lyricist and composer within the meaning of Article 2 (7) of this Annex from the moment the lyrics and music are protected again. The lyrics arranger shall be deemed to have obtained permission to use the music and lyrics within the meaning of Article 5 (3) of Annex I.
10. The sub-lyricist who has made use of music and lyrics belonging to the public domain in the

creation of sub-lyrics shall no longer be regarded as a composer and lyricist within the meaning of Article 2 (8) of this Annex from the moment that the music and the texts are protected again. The sub-lyricist shall be deemed to have obtained permission to use the music and lyrics within the meaning of Article 8 (1).

11. If, during the period in which the musical work was in the public domain of an arrangement of that musical work, an edition has been registered by a publisher who was not considered the publisher when the musical work entered the public domain, the publisher's share in the proceeds of that arrangement shall be divided equally between the publishers of the original musical work and those of the arrangement.
12. The provisions of the preceding paragraphs of this article shall apply mutatis mutandis with regard to works that are protected by the accession of any country to an international convention in the Netherlands after they have been in the public domain in the Netherlands.

### Article 13

1. For the purposes of this article, the following definitions are used:
  - a. **Dutch work:** a new work of which all authors are participants of Buma.
  - b. **Mixed work:** a new or existing work of which one or more authors are members of Buma and one or more authors are members of a foreign sister organisation.
2. The authors referred to in Article 1 (f) of these Regulations for Dutch and/or Mixed works may – with due observance of the provisions of this Article 13 - agree on an allocation key deviating from Article 1 of Annex V regarding the copyright shares in their work, for the duration of the copyright, in accordance with rules to be laid down by the Board, without prejudice to:
  - a. the share of the arranger and lyrics arranger
  - b. the distribution starting point for Dutch work (composer: lyricist: publisher = 1/3:1/3:1/3), whereby a deviation by the composer/lyricist passes through to the publishers, whereby the share of the (sub-)publishers can collectively amount to a maximum of 50%.
3. In the case of a Dutch work, the different allocation key applies to the entire territory for which the author is affiliated with Buma and Stemra or, in the case of a Mixed work, the different allocation key applies to all monies collected by Buma and Stemra for the work in question.
4. In the case of a Dutch work, derogation is only possible under the following conditions:
  - a. all authors must have agreed to the agreed deviating allocation; the registration, which has been approved by all parties, shows that this is the case.
  - b. with the registration approved by all parties
    1. the relevant parties declare that Buma is not liable for any consequences of the allocations agreed by the authors, which deviate from the allocation keys as referred to in Article 1 of Annex V.
    2. the authors indemnify Buma against any claims by third parties, for example but not limited to claims by existing and any future rightsholders, arising directly or indirectly from the application of the allocation keys deviating from Buma's allocation regulations as requested.
    3. The authors undertake to inform their existing and future publisher(s) about the different allocation.
5. In the case of a Mixed work, deviation is only possible by maintaining the allocation used by Buma between Buma's author participant or publisher participant and within the share of Buma's author participant.

### Article 14

1. This Annex was last amended by the Board of the Buma Association on 29 April 2019 and approved by the members' meeting of the Buma Association on 12 June 2019 and by the Copyright Supervisory Board on 13 August 2019.
2. The amendment to Article 13 (4) referred to in the previous paragraph of this article shall enter into force on 1 January 2019.

## Transitional regulations under the Buma Association's Distribution Regulations

### Article 1

1. Musical works classified as works of the middle genre before 1 January 1997 shall from that date be regarded as works of an entertainment nature.
2. The Board may, if necessary, decide at the request of the rightsholders that a work as referred to in the previous paragraph shall be regarded as a serious musical work from 1 January 1997.

### Article 2

The second points allocated in accordance with Article 9 of Annex III to musical works, which according to paragraph 1 of Article 1 of these transitional regulations are considered to be musical works of an entertainment nature, shall be multiplied by the following multiplying factors:

for the 1997 distribution year:	1.75
for the 1998 distribution year:	1.5
for the 1999 distribution year:	1.25

Article 9 in 1997 at the time of these transitional regulations read as follows:

### Article 9

1. Musical works used under one of the categories referred to in Article 6 (5) of these Distribution Regulations shall receive for each broadcast the same number of second points as the duration of that broadcast.
2. The second points obtained in accordance with the preceding paragraph shall be multiplied by the following multiplication factors:
  - for musical works of an entertainment nature: 1
  - for serious musical works with 1 or 2 independent voices: 2
  - for serious musical works with 3 to 9 independent voices: 3
  - for serious musical works with 10 to 19 independent voices: 4
  - for serious musical works with more than 19 independent voices: 5

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