

CONTACT US

01 47 15 47 15
@ societaires@sacem.fr

APPLICATION FOR ADMISSION Publisher

NOTICE AND INFORMATION

CONDITIONS FOR MEMBERSHIP

- To publish 4 works which must belong to Sacem repertoire or to the repertoire of an authors' society which is outside of France and has entrusted Sacem with the representation of such repertoire
- To provide evidence of the commencement of exploitation of each work.

BEFORE SENDING YOUR FILE TO SACEM MAKE SURE THAT ALL THE NECESSARY DOCUMENTS HAVE BEEN ATTACHED

DOCUMENTS REQUESTED FOR YOUR ADMISSION:

- The application form and the membership agreement from, dated and signed
- A photocopy of an **identity document** (front page of a national identity card, or passport) from the individual publisher or the legal representative(s) of the company
- A recent (**less than 3 months**) and **original certificate of incorporation with the Business and Companies Register** (the Kbis document – certificate of incorporation)
- The self billing mandate agreement

If you are a registered company, please also provide:

- A copy of your Articles of Association. Musical publishing must be mentioned as one of the purposes in the Articles of Association of the company

DOCUMENTS REQUESTED FOR YOUR WORKS REGISTRATION:

- The **completed declaration forms**, dated, signed and any appendices
- The **complete score** for instrumental works and the **piano/vocal score**, including the lyrics written under the melody, for songs
- Any **text or lyrics**
- The **publishing agreement** for each work and the contract of audiovisual adaptation rights of each work (*if concerned*)
- Proof of the exploitation** (*see attached*)

PAYMENT OF ENTRY FEES:

An entry fee of €300 (including €10 for share capital) is required for membership of Sacem. You may pay this by bank transfer to account:

Bank: BNP Paribas

IBAN: FR76 3000 4019 2500 0100 5012 429

BIC: BNPAFRPPXXX

indicating in the motive for or in the text section of the transfer the under name of your publishing activity

YOUR COMPLETE ADMISSION FILE SHOULD BE SENT BY POST TO THE FOLLOWING ADDRESS:

Sacem
Service des admissions éditeurs
225 avenue Charles de Gaulle
92528 NEUILLY SUR SEINE CEDEX
FRANCE

INFORMATIONS

Before submitting your application for membership of SACEM, we invite you to read the following documents on sacem.fr, space creators-publishers; under section Documents / Membership and statutes:

- Articles of Association and General Regulations of SACEM
- General information about levies
- General information on the entrustment of your rights to SACEM
- Information about taxation

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MEMBERSHIP APPLICATION

Publisher

(for all rights and territories)

1 - PUBLISHER TITLE

Company name* *(for the legal persons)*

Or *(for individuals):*

Mr Mrs

Last name*

Maiden nam(e)

First name(s)*

Nationality*

Date of birth*

Place of birth

Country of birth*

Commercial sign

Or

Series titles

Commercial register*

City

Siret number

Intercommunity VAT number *(mandatory if located in France or the European Union)*

Legal form*

SARL SAS SA EURL Individual

Other:

2 - ADDRESS*

Street number and name

Post/Zip Code

City/Town

Country of residence

3 - CONTACT INFORMATION

Email*

Tel

Home phone number *Mobile (cell) phone number*

4 - REPRESENTATIVE(S) OF THE PUBLISHER*

Legal representative #1 *(for legal persons)*

Title President CEO Manager Director Other

Mr Mrs

Last name*

Maiden name

First name(s)*

Nationality*

Date of birth*

Place of birth*

Country of birth*

Legal representative #2 *(if concerned - for legal persons)*

Title President CEO Manager Director Other

Mr Mrs

Last name*

Maiden name

First name(s)*

Nationality*

Date of birth*

Place of birth*

Country of birth*

Authorized agent *(for legal persons and individuals)*

Mr Mrs

Last name*

Maiden name

First name(s)*

Nationality*

Date of birth*

Place of birth*

Country of birth*

Authority: To register works To sign publishing agreements

5 - FURTHER INFORMATION (check only the boxes that apply to you)

Membership of other authors' societies outside France

If any, specify which ones:

The Publisher is a member of: SCPP SPPF

The Publisher is in one of the situations described in Article 2, §4 of the General Regulations of Sacem: that is, specifically, he is an associate or sponsor or he occupies a position (in any capacity whatsoever - administrative or artistic) within an establishment that is using the Sacem repertoire* yes no

6 - DESCRIPTION OF THE WORKS SUBMITTED IN SUPPORT OF THE MEMBERSHIP APPLICATION (attach the registration forms)

Title*

Genre*

Author
Composer
Publisher

*One of the title
must be filled*

The work has already been registered by another member of Sacem

Title*

Genre*

Author
Composer
Publisher

The work has already been registered by another member of Sacem

Title*

Genre*

Author
Composer
Publisher

The work has already been registered by another member of Sacem

Title*

Genre*

Author
Composer
Publisher

The work has already been registered by another member of Sacem

7 - CONTRIBUTIONS

Having read Articles 1, 2 and 34 of the Articles of Association of Sacem, the Publisher has chosen to contribute to Sacem the public performance and the mechanical reproduction rights of all the works of his catalog for the whole world.*

8 - PAYMENT OF ENTRY FEES

You have to pay your entry fee by bank transfer, on the Sacem account:

Bank: BNP Paribas - IBAN: FR76 3000 4019 2500 0100 5012 429 - BIC: BNPAFRPPXXX

Date of payment:

Name and surname of the payment issuer:

Name of issuing bank:

Please indicate the NAME OF THE PUBLISHING COMPANY applying for entry on the money transfer.

I hereby certify that, to the best of my knowledge, the information I have provided in support of my application for membership of Sacem is accurate, including details of my tax residence at the address given in Point 2 and I undertake to send, immediately upon request, all the documentation regarding my tax situation and to inform Sacem of any change in my tax domicile.

Signed at On

Signature(s) (the individual publisher or the legal representative(s) of the company):

Your personal information will be processed by Sacem (the data controller) in order to manage your membership, to carry out its collective management duties, to ensure the collection and distribution of rights in accordance with the provisions of the French Intellectual Property Code, and in its legitimate interest of sending you information regarding your membership. This data is intended for the use of Sacem, social security, tax, and financial organisations, Sacem's partners, and other collective management organisations in or outside of the European Union. It will be stored as long as you continue to collect authors' rights. You have the right of access, rectification, objection, erasure and data portability which you can exercise online by completing the form in the «Privacy Policy» section of www.sacem.fr.

* Required fields.

SACEM MEMBERSHIP AGREEMENT FORM PUBLISHER (for all rights and territories)

Subject to the acceptance of my membership request pursuant to Article 3 of the General Regulations of SACEM,
I, the undersigned (last name + first name)

(if so) acting as the legal representative of the publishing company

Declare:

Having read and understood the provisions in the Articles of Association of SACEM and General Regulations of the Société des Auteurs, Compositeurs et Editeurs de musique (SACEM) (Society of Authors, composers and Publishers of music), whose registered office is at 225 avenue Charles-de-Gaulle, 92 200 NEUILLY-SUR-SEINE, France, and notably Article 34 of the Articles of Association of SACEM as well as the information contained in the application notice,

To adhere as a publisher unconditionally and without limitation to the Articles of Association of SACEM and General Regulations of SACEM, and therefore to contribute to SACEM, pursuant to the provisions of Articles 1, 2 and 34 of the said the Articles of Association of SACEM, on an exclusive basis, the right which is recognized to me by the French and foreign legislative provisions as well as the international agreements relating to literary and artistic property, to authorize or prohibit the public performance and mechanical reproduction of all current and future works of which I am or will be the publisher, for the world,

State:

That SACEM shall benefit from any prorogations, whatever the type or origin, to which the above rights might be subjected,

That, except in case of a total or partial withdrawal of membership, if any, under the conditions provided for in the Articles of Association of SACEM, this assignment of rights shall remain vested in SACEM throughout the existence of this Society (possible prorogations included) even if, in contradiction to the stipulations in the General Regulations, I fail to declare future works to the repertoire of the Society,

Undertake:

Generally, to comply with the provisions in the Articles of Association of SACEM and General Regulations of SACEM.

Made in Date

Signature(s) (the individual publisher or the legal representative(s) of the company):

Performing right : what is it ?

The performing right is understood to be the right to any communication of the work to the public, by any means known or to be discovered, and notably by the execution of an instrumental or vocal performance, by the playing of mechanical reproductions such as phonographic records, wires, tapes, magnetic tapes and any other supports, by the screening of films or by other audiovisual media such as videodisks, videocassettes, etc., by the broadcasting, by any telecommunication process, by wire or wireless, by satellite or without satellite, of radiophonic or television broadcasts or programs of any type, or by the reception of these broadcasts or programs, or that of any audio or visual transmission, or by any means of dissemination of words, sounds, images, documents, data or messages of any type.

Mechanical right : what is it ?

The mechanical right is understood to be the right to any physical fixation of the work, by any means known or to be discovered apart from graphic reproduction, notably reproduction on phonograms, wires, tapes, audio magnetic tapes and any other supports, cinematographic reproduction, radiophonic, television and on line reproduction, whether it involves or not works specially created in view of their incorporation into TV films, or upon an order from any broadcasting person or body, reproduction on audiovisual media, whatever the type, etc., and any use whatsoever of these recordings, notably : public listening and exhibition in any of their possible forms, sale or hire to the public for private use, private copying in the context of the relevant laws and rules, etc..

PROOF OF COMMERCIAL USE

Depending on how your work is being used, attach the corresponding proof (one item of proof per work):

- Distribution platforms, streaming, downloads (Deezer, Spotify, Apple Music, Soundcloud, etc.):
⇒ *Attach a screenshot of the page of the site on which your work appears, regardless of the number of plays*

Or

- Distribution and user-generated content platforms (YouTube, Facebook, etc.):
⇒ *Attach a screenshot of your work with a minimum of 1000 views*

Or

- Phonographic or video medium:
⇒ *Attach a copy of the commercial medium's cover indicating the title of the work*

Or

- Concerts, shows, television, radio, telephone hold music and other public performances:
⇒ *Attach the certificate of performance or public representation according to the following model:
(To be completed by the company or association who distributed your work)*

I, the undersigned (*Surname + First name*):

.....

in my capacity as (*legal representative, channel director, programme director, artistic director, etc.*):

.....

of the company/institution (*company name or commercial brand name*):

.....

located at (*address*):

.....

Attest to having performed or represented publically

the work (*specify title*):

whose rights holders are:

Author(s):

Composer(s):

Publisher(s):

The (*specify date DD/MM/YY of execution or public performance*):

On the occasion of (*briefly specify the context of the execution or public performance*):

.....

.....

Signed in: On:

.....

Signature:

Your personal information will be processed by Sacem (the data controller) in order to manage your membership, to carry out its collective management duties, to ensure the collection and distribution of rights as per the provisions of the French Intellectual Property Code, and in its legitimate interest of sending you information regarding your membership. It is intended for usage by Sacem, social, tax and financial organisations, its partners and other collective management bodies in or outside the European Union. It will be retained as long as you continue to receive royalty payments. You have the right of access, rectification, limitation, deletion and portability of your data which you can exercise online by filling in the form in the "Privacy Policy" section at www.sacem.fr.

SELF-BILLING MANDATE AGREEMENT

The Publisher (corporate name)

Legal form (for legal persons)

Registered with the Chamber of Commerce of (name of the city)

under number

VAT number

whose head office is located at (address)

represented by (name of the legal representative)

acting as (role)

Hereafter referred to as the Principal

wishes, in order to simplify its invoicing procedures, to allow the Société des Auteurs, Compositeurs et Editeurs de Musique, (the Society for Songwriters, Composers and Music Publishers) a company with variable share capital, whose registered office is located at Neuilly sur Seine (92200), 225 avenue Charles de Gaulle, Siret no. 775 675 739 03131, VAT no.FR 42 775 675 739.

hereinafter referred to as the Agent,

within the scope of this self-billing mandate and in compliance with all applicable legislation, to prepare invoices for the Principal that would be issued to the Agent, provided that they have been accepted by the latter.

The procedures for implementing this mandate are as follows:

ARTICLE I: PURPOSE OF THE AGREEMENT, INVOICING MANDATE

The Principal hereby expressly authorises the Agent, who undertakes to issue, in his or her name and on his or her behalf, all invoices relating to author's rights and the relevant payments and advances, for which the Agent is responsible on behalf of the Principal. This Mandate includes the amendment of invoices and related credits.

ARTICLE II: OBLIGATIONS OF THE AGENT

The Agent undertakes to issue invoices in accordance with the information as indicated by the Principal, as of the date of signature of this mandate, including:

1. The full name, address, Siret number and tax identification number of the Mandator attached to the mandate and of those of the Agent as mentioned above
2. The date of issue,
3. A unique, sequential number,
4. The term « author's rights »,
5. The price excluding tax,
6. The VAT rate is currently 10%,
7. The amount of VAT,
8. The amount including tax,
9. The indication « Automatic invoicing », the invoice being issued by the Agent acting in its capacity as debtor to the Principal. The original invoice shall be retained by the Agent. The Agent shall send a copy to the Principal.

The Principal shall have a period of five days to contest in writing any invoice issued in his or her name and on his or her behalf and on his or her request.

any changes he or she considers necessary. The absence of a challenge by the Principal within this period shall constitute his or her acceptance of the invoice.

ARTICLE III: OBLIGATIONS OF THE PRINCIPAL

The Principal undertakes not to issue invoices to the Agent in respect of author's rights for which the Agent is responsible under the automatic-invoicing agreement, pursuant to this mandate.

The Principal shall retain full responsibility for his or her legal and tax obligations with regard to invoices and tax declarations in respect of invoices issued in his or her name and on his or her behalf by the Agent pursuant to this agreement, in particular with regard to his or her VAT obligations.

In this context, he or she undertakes in particular to request immediately a copy of the invoice if the latter has not been made available to him or her by the Agent and indicate any change in the information relating to the identification of his or her company or of the mandatory information relating to any change in his or her VAT liability status as it should appear on the invoice.

ARTICLE IV : DURATION OF THE AGREEMENT

This Invoicing Agreement is effective from the date this Agreement is signed. It is agreed for an indefinite period. It may be revoked at any time by the Principal or the Agent, without giving any particular reason, by registered letter with acknowledgement of receipt.

The revocation shall take effect on the first day of the 3rd month following the month of receipt of the registered letter with acknowledgement of receipt, the date indicated on the acknowledgement of receipt being taken as proof. For example, a revocation made on 15 January will take effect on 1st April.

ARTICLE V: DISPUTES

For any dispute concerning the present, the parties give jurisdiction to the competent civil court.

Agreed in Neuilly sur Seine, on

In two original copies, one for the Principal and one for the Agent.

FOR THE PRINCIPAL:

I authorize SACEM to draw up in my name and on my behalf and under my responsibility all invoices and credits relating to author's rights, advances and related payments.

Read and approved

Signature of the legal representative:

CREATOR N°5

Surname*

First name*

Stage name/
Pseudonym

For this work I am the * Composer Author Arranger Adapter

5 My split of the MRR is * , %

I am a member of the group specified in Paragraph C YES NO

International code number 4

SACEM account number (COAD)

Signature

F PUBLISHERS OF THE WORK**PUBLISHER N°1**

Title*

5 My split of the MRR is * , %

*

International code number 4

SACEM account number (COAD)

Signature

PUBLISHER N°2

Title*

5 My split of the MRR is * , %

*

International code number 4

SACEM account number (COAD)

Signature

PUBLISHER N°3

Title*

5 My split of the MRR is * , %

*

International code number 4

SACEM account number (COAD)

Signature

G INFORMATION RELATING TO THE PUBLISHING CONTRACTS

To be completed only if copies of any publishing contracts are not provided to SACEM.

The contract was signed on jointly between the creators and the publishers as listed in this form.

If this is not the case, please complete the table below:

Publisher's N°	Creator's N°	Date of Contract

Signed on...../...../.....

EXPLANATORY NOTE

This registration form serves as the "ID card" for the work being registered.

DOCUMENTS TO BE ATTACHED

- for music : the **complete score or sound recording**
- for lyrics : a **hard copy of the lyrics**
- **the publishing contract**, for any published works (optional: if no contract is being provided, please complete Section **G**)
- **the co-publishing agreement**, for co-published works (required)

If an electronic signature has been used on the publishing contract or co-publishing agreement being provided to SACEM, you must also provide a signed hard copy marked "Compliant with the original". You will be responsible for providing evidence to prove that this signature is authentic should SACEM request you to do so.

INSTRUCTIONS FOR COMPLETING THE FORM

Important :

→ This document **must be signed by all the rights holders of the work.**

→ **If you have borrowed (including samples) from a pre-existing work, regardless of the nature or duration of the borrowing, you will be liable** to recompense the rights holders of the original work. It is therefore your responsibility to obtain their prior authorisation.

1 PURPOSE OF THE ARRANGEMENT: if the work includes an arrangement, it should be specified whether the arrangement is authorised for:

- all uses: the arranger is entitled to receive their share, regardless of how the work is used
- certain specific uses: types of use for which the arranger is entitled to receive payment. Please provide the recording reference, the concert reference, etc.

2 INTERNATIONAL STANDARD MUSICAL WORK CODE (ISWC) : please include your ISWC, if you have one, if the work has been registered with another collective management organisation.

3 SPLITS FOR PUBLIC PERFORMANCE RIGHTS (PPR) AND BROADCAST REPRODUCTION RIGHTS (BRR)

This section is to be completed only if there are multiple rights holders within one or more categories of which you are a member (author, adapter, composer, arranger).

For PPR : SACEM's General Regulations state that the distribution of Public Performance Rights is to be split equally: 1/3 for the author, 1/3 for the composer, 1/3 for the publisher.
Within each category the split is 50/50.

For BRR : The distribution of Broadcast Reproduction Rights (revenues collected by SACEM for the manufacture of the mechanical reproduction of works and the use of such recordings by television channels, radio stations and entertainment companies) is also defined in the General Regulations (see Article 76 et seq.).
Within each category the split is 50/50.

You have the option, without changing the split of PPR and BRR between the different categories, to opt for a distribution, within each category, which follows Mechanical Reproduction Rights. If you wish to do this, check the box in Section **D** of the registration form. This option will be available from 1st January 2019 and shall apply to works registered after that date and exclusively to them.

This also applies to the arranger and adapter categories, in respect of the split of Public Performance Rights and Broadcast Reproduction Rights, to bring them in compliance with SACEM General Regulations.

4 YOUR "INTERNATIONAL CODE NUMBER" (IPI NAME NUMBER) OR, IF NOT AVAILABLE, YOUR "COAD" (SACEM account number):

Your International Code Number is on your membership card; your COAD can be found on your authors' rights statements.

5 THE SPLIT OF MECHANICAL REPRODUCTION RIGHTS (MRR). This concerns the distribution split, among the various rights holders, of the revenue collected by SACEM for the mechanical reproduction of the work, in particular, for all audio and audiovisual recordings. **The shares total must equal 100%.**

For clarification, please contact SACEM by using the form on the website createurs-editeurs.sacem.fr/en or call 00.33.1.47.15.47.15