

Membership agreement Artist – Author

Exclusive rights

Please return this form to us duly completed and signed, accompanied by :

- A copy of an identity card/document
- A cheque for 15.24 euros, representing one share of the Society's registered capital.
This sum, which will be returned if you cancel your membership, is only payable once, when you join: you will not be asked to pay an annual fee thereafter.
- A financial identification form (FIF),
- A documentation on the authors's creations (list of main exhibitions, images of main works, website, etc);
- Where applicable, certification concerning the use of a pseudonym, (declaration form available from the ADAGP and downloadable from www.adagp.fr/telecharger).
- Where applicable, a list of the works created by the author in collaboration with other authors (declaration form available from the ADAGP and downloadable from www.adagp.fr/telecharger).

About you

Ms M Surname _____ Married name _____

First name _____

Pseudonym _____

(underline the name to be used)

Date of birth _____ Place of birth _____

Nationality _____

Country of residence for tax purpose _____

Social security body (if applicable) Maison des artistes Agessa other

Social security no.: (if applicable) | | | | | | | | | | | | | | | | key | | | |

Membership of another French or foreign author's society

yes no

Name of the society _____

Type of works managed by the other society :



pour le droit des artistes

11, rue Duguay-Trouin
75006 Paris
T +33 (0)1 43 59 09 79
adagp.fr

RCS Paris D 339 330 722
November 2019

Contact information

Personal address

Professional address

Home phone no.

Professional phone no.

Mobile phone no.

E-mail

Website

Contact E-mail for Extranet *

Your e-mail address is required to manage your rights: authorisation requests, declarations, royalties statements and newsletters from ADAGP.

This address will not be sent to third parties.

You can stop receiving e-mails at any time by writing to dpd@adagp.fr.

* This Email address will be used to send you your personal and confidential password to access to the Members' Private Area

How did you heard about ADAGP?

Fields in which you creates

Tick one or more boxes and underline the main activity

Plastic Art

- movie poster
- poster (other)
- architecture
- calligraphy
- ceramics
- collage
- décor / scénography /lighting design
- interior decoration
- furniture design
- design of objects
- jewelry design
- textile design
- fresco / graffiti
- copperware / ironwork
- engraving
- graphics / computer graphics
- installation /performance
- mosaic
- painting
- (book) binding
- sculpture
- tapestry
- glasswork
- video creation
- stained glass

Drawing

- comic strip
- art drawing
- press cartoon
- general illustration drawing
- drawing and illustration for the young
- manga drawing
- CD record cover
- DVD cover or booklet

Photographs

- art photography
- fashion and advertising photography
- set photography
- press and news photography
- general illustration photography
- CD record cover
- DVD cover or booklet

Texts (editorial only)

- manga scénario et dialogues
- comic strip scénario et dialogues
- text of practical guides
- text of books for the young
- religion, spiritualism, esotericism text
- human science, social science, economy, law text
- science, technology, medicine text
- history, genealogy, history of art text
- school text
- encyclopaedia and dictionary
- theatre
- poetry, haiku
- novel, short story, essay

Rights managed

In compliance with the ADAGP Articles of Association and General Rules (accessible at www.adagp.fr/telecharger), including any changes that may be made subsequently by the General Meeting, I exclusively entrust to ADAGP management of the following rights:

A Right of reproduction and representation, notably

- the right to authorize or prohibit the representation or direct communication of works to the public, notably through exhibition.
- the right to authorize or prohibit the reproduction of works,
- the right to authorize or prohibit the reproduction of works where such representation is necessary for the representation or communication of such works by any process.

B Resale right, including for sales prior to adherence.

C Collective rights

- the right to authorize or prohibit cable and satellite retransmission,
- remuneration for private copying,
- remuneration payable for reprography,
- royalty fee payable for lending or rental of works,
- right in mandatory collective management and of any remuneration due pursuant to a legal license

Unless otherwise instructed, management of the rights referred to above is entrusted to ADAGP worldwide. ADAGP may, where necessary, defend these rights in the courts. ADAGP may be replaced, in full or in part, in all territories, by other collective management bodies, both French and from other countries, insofar as is necessary to ensure correct royalties management.

Specify here, where applicable, the restrictions on the scope of management (territory, categories of works, etc.) or cross out and initial the above blocks **A**, **B** or **C** in order to exclude them from your royalties management:

I wish to receive my statement of copyright:

in paper format in digital format

in french in english

By adhering to the Statutes and General Rules of ADAGP, I undertake to comply with them.

Executed at _____, on _____

Signature

Signature appearing on the works

• **Information concerning membership conditions**

In accordance with the provisions of Article 1 of the General Regulations, artists (or the beneficiaries of these artists), authors of all or part of the fixed or animated visual artworks, in two or three dimensions, that may be included in the audiovisual productions, are admitted to membership of ADAGP. The member must prove significant exploitation of these works in the form of exhibition(s) of at least five works in museums or cultural institutions or publication(s) of at least five works in books or magazines.

Under Article 6 of the General Regulations, membership may be refused on the basis of objective, non-discriminatory criteria, in particular if the author's works do not belong to the visual arts sector, lack of significant exploitation of the works or physical impossibility, in view of the nature of the works in question, to effectively manage the rights referred to at Article 2 of the Articles of Association.

• **Information concerning conditions on change in contributions and cancellation of membership**

You may cancel your membership at any time, in full or in part, under the conditions set out at Articles 3 and 6 of the Articles of Association.

If sums are payable to a rightholder for acts of exploitation performed before their total or partial cancellation request has taken effect, or as part of authorisation for exploitation granted prior to this effective date, they shall retain the rights and warranties over management of their works that they are entitled to as a member of ADAGP, in accordance with Article L. 322-7 of the French Intellectual Property Code.

• **Information concerning authorisations for non-commercial use**

In accordance with Article 20bis of the General Regulations, members of ADAGP may grant exploitation authorisations to third parties for non-commercial use of their works under the following conditions:

- the member who grants authorisation must be the sole rightholder of the relevant work, or have obtained prior written agreement from all the co-authors or other rightholders concerned;
- authorisation must be issued in accordance with the provisions of the French Intellectual Property Code;
- ADAGP must have received notification of the said authorisation prior to any exploitation and prior to the company commencing its royalties management for this exploitation.

Direct authorisation of exploitation implies waiver of any subsequent right of intervention by ADAGP for the exploitation concerned.

• **Information concerning administration fees**

The administration fees are intended to cover ADAGP's operating expenses. They are funded by a direct debit as a percentage of the royalties received. The direct debit rates are set by the manager, in accordance with the general policy on income deductions adopted by the General Meeting. These rates are set out in the royalties statements sent to members.

• **Prior consultation of authors for royalties management**

Pursuant to articles 5-2 and 15 of the Statutes all members shall be consulted and give their prior agreement in the following cases of reproduction of their works :

1) Publication - books:

- books of monographics character
- catalogues raisonnés
- covers and dust jackets

2) Separate reproductions:

- decorative and other posters (except exhibitions posters), prints
- covers of any media such as discs, cassettes

This list being non-limitative in nature.

3) Media implying a transformation of the work:

- tapestry, rugs
- textiles in general
- ceramics, porcelain, glass, crystal, metal, plastics, etc
- reproduction on canvas in general (with or without relief or depth)

This list being non-limitative in nature.

4) Three-dimensional reproduction

- Three-dimensional reproductions of works the original of which are three-dimensional.
- Three-dimensional reproductions of works the original of which are two-dimensional.

5) Reproductions for advertising purpose:

- advertising for marks, brands or services whatever the medium.

6) Use of artist's name or signature as a mark or use of the name or signature without any direct link to the reproduction of a work.

• **ADAGP Images**

To boost the visibility of the works and promote their reputation, ADAGP offers authors and beneficiaries the opportunity to publish their works on ADAGP Images free of charge.

For more information, contact:
adagp.images@adagp.fr.

• **Protection of personal data**

The personal data collected under the membership agreement will be processed by ADAGP solely for the purposes of fulfilling its legal and statutory requirements.

This data is intended for use by ADAGP staff, collective management organisations within and outside the European Union, with which ADAGP has signed a representation agreement (sister companies), and individuals in possession of access rights under the legal provisions in force. For the purposes of managing the said rights, ADAGP will publish a list of the authors in its directory from its website, i.e. the full names of the authors (or if applicable their pseudonym), their dates of birth and death and the type of rights managed by ADAGP.

Subject to the legal obligations, particularly in relation to tax, which state that certain information must be retained for a longer period, the data collected by ADAGP will be retained for the duration of membership, and any subsequent effects (in accordance with Article 6 and 48 of the Articles of Association).

In accordance with the legislation in force, in particular French Law No. 78-17 of 6 January 1978 on data protection, members of ADAGP may exercise their rights of access, rectification, objection, restriction of processing, erasure and portability of personal data by contacting the Data Protection Officer by post (ADAGP - Data Protection Officer, 11 rue Duguay-Trouin 75006 Paris), e-mail (dpd@adagp.fr) or telephone (+33 (0)1 43 59 09 79).

All complaints relating to the processing of personal data by ADAGP may be sent to the French Data Protection Authority (Commission nationale de l'informatique et des libertés (CNIL)).

to find out more

For all information concerning membership requirements, please see the "Sign up to ADAGP" page on our website adagp.fr or write to adhesion@adagp.fr

ADAGP offices are opened from Monday to Friday 9:15 am to 12:45 pm and 2:15 pm to 6 pm.