



Licensing terms – Synchronization license

§ 1 • Scope of license

These licensing terms shall apply to the synchronization of copyright protected music works for which the administration and management has been entrusted to NCB. "Synchronization" shall mean the combination of sound and visual content.

The producer (i.e. an individual/a company responsible for the payment of the license fee invoiced by NCB) shall *obtain a license* from NCB in connection with the Synchronization of the sound and visual content. NCB's application form for the license shall be used (available on www.ncb.dk).

Upon paying the license fee invoiced by NCB, the producer is granted a non-exclusive license to the usage of the musical works listed on NCB's invoice in accordance with these licensing terms within the scope of the application.

NCB's license covers all claims which can be put forward by any copyright owner who is a member of or represented by NCB in connection with the use of music pursuant to these licensing terms.

This license grants the synchronization rights for Nordic NCB-repertoire in audio-visual productions for worldwide use. For use solely within the Nordic countries, the license covers the use of all NCB repertoire (both Nordic and non-Nordic). If non-Nordic repertoire is used, content published online must be territorially limited and only made available for viewers within the Nordic countries.

§ 2 • Calculation and invoicing of royalties

The license fee shall be calculated and invoiced by NCB according to NCB's effective terms and tariff rates. NCB's invoice and receipt for effected payment shall constitute satisfactory evidence that the license has been granted in accordance with these licensing terms.

§ 3 • Separate permission required

Irrespective of whether the musical works are Nordic or non-Nordic the producer shall always obtain a separate permission from the copyright owners in the below instances:

- changes are made to the music and/or lyrics
- the use of music in a political, religious or pornographic context
- the use of music for advertising purposes.

§ 4 • Compulsory information

The producer undertakes to indicate the following information in the credits of the audio-visual product:



- *titles, names of composers, lyricists and publishers* of the musical works recorded
- NCB's logo.

§ 5 • Moral rights

The producer shall not infringe the author's *moral rights* (droit moral). The name of the author shall appear from each copy of the work, and no modifications shall be made to the work nor shall it be put into public circulation in any way or any context which may be prejudicial to the honor or the literacy and artistic reputation of the author cf. Section 3 of The Danish Copyright Act, "Ophavsretsloven".

§ 6 • Other reservations

NCB's license covers only the use of the musical works as set out in clause 1 above. Unless separate permission has been obtained from NCB, the producer shall not be entitled to transfer this license to any third party. For the avoidance of doubt, this does not mean that the producer cannot distribute copies of the production which includes the Synchronization to third parties, such as the customers/distributors of the producer.

NCB's license excludes the below instances:

- The permission to make re-recordings/copies of existing audio products or existing audio-visual products. It rests with the producer to obtain the required permission from the relevant record producer/ film producer/video producer and the performing artists in case of re- recording/copying of existing audio products/audio-visual products.
- The permission for public performance/exhibition.
A site of performance/exhibition shall make an agreement with the Danish performing rights society KODA (for Denmark) for a fee for public performance.
- The permission for visual or graphical reproduction of the lyrics of the musical work.
It rests with the producer to obtain the required permission from the author and/or publisher.

§ 7 • Audit and inspection

The producer shall allow NCB access to inspect and audit all books and stock of audio-visual products relating to the subject matter of these licensing terms.

§ 8 • Sanctions

The producer shall be responsible for the correctness of the information given when applying for a license.

In the case of incorrect information, NCB shall be entitled to revoke the license granted on basis of the incorrect information and to demand damages.