

ProLitteris

Schweizerische Genossenschaft für Urheberrechte an Literatur und Kunst

Coopérative suisse pour les droits d'auteur de littérature et d'art

Cooperativa svizzera per i diritti d'autore di letteratura e arte

Tariff for licensing rights on images

Valid from 1 January 2016.

This is a machine translation.

The German version is the only version having binding force.

ProLitteris
Team Art
Universitätstrasse 100
P.O. Box 205
8024 Zurich
Tél. 043 /300 66 40
Fax 043 /300 66 68
art@prolitteris.ch
www.prolitteris.ch

Contents

I	FOREWORD	2
II	GENERAL PART	3
III	SPECIAL PART	7
1	Printed and digital image carriers	7
2	Reproductions for commercial use	8
3	Uses with advertising purposes	9
3.1	Flyer, leaflet, brochure, invitation card, advertising card, Advertisement, calendar, packaging, merchandising object, etc.	9
3.2	Billboard, advertising pillar, scaffolding tarpaulin, façade advertising, etc.	10
4	Broadcasting/projection of a digital image carrier	11
5	Use in films and in/of audiovisual works TV	12
6	Online uses	13
6.1	Basic use	13
6.2	Pay per view	14
6.3	Downloading	14
6.4	Advertising	14

I Foreword

Based on the Swiss Copyright Act (CopA) of 9 October 1992, as amended on 1 July 2008, and the Copyright Act of the Principality of Liechtenstein of 19 May 1999 (FL-CopA), as amended on 25 October 2006, every author has the exclusive right to determine the manner in which third parties may use their works (Art. 10 and 11 CopA; Art. 10 and 12 FL-CopA).

ProLitteris is the organisation responsible for managing the copyrights of visual artists and photographers in Switzerland and the Principality of Liechtenstein. All uses of protected works of visual art and photography from the ProLitteris repertoire require prior authorisation and agreement with ProLitteris, unless otherwise stipulated by law or in the following tariff.

In addition to authors from Switzerland and the Principality of Liechtenstein, ProLitteris also represents the rights holders of the following foreign sister societies on the basis of reciprocal agreements:

Argentina	SAVA
Australia	VISCOPY
Austria	BILDRECHT
Belgium	SABAM and SOFAM
Brazil	AUTVIS
Canada	SODRAC
Chile	CREAIMAGEN
Congo	SONECA
Czech Republic	OOA-S
Denmark	BILLEDER
Germany	VG BILD-KUNST
Estonia	EAÜ
Finland	KUVASTO
France	ADAGP
Hungary	HUNGART
Ireland	IVARO
Italy	SIAE
Japan	JASPAR
Korea	SACK
Latvia	LAA
Lithuania	LATGA-A
Mexico	SOMAAP
Netherlands	PICTORIGHT
Norway	BONO
Peru	APSAV
Portugal	SPA
Russia	RAO
Slovakia	LITA
South Africa	DALRO
Spain	VEGAP
Sweden	BILDUPPHOVS RÄTT
United Kingdom	DACS
USA	ARS and VAGA

II General part

1 This tariff sets out the conditions under which ProLitteris grants the authorisation to reproduce, copy and distribute the works it manages. The provisions of this tariff apply to all authors represented by ProLitteris. In individual exceptional cases, the conditions shall be determined on a case-by-case basis.

The names of the authors whose rights are managed by ProLitteris are available at www.prolitteris.ch.

2 The following rates cover only the remuneration for reproduction and other rights of use. Commission fees, agency services, compensation for the procurement of print or reproduction templates, etc. are to be paid separately to the rightsholders.

3 The ProLitteris licence entitles the user to reproduce, duplicate and distribute the work in question unchanged and in its entirety. It only includes the one-time use described in the licence.

4 The licence granted by ProLitteris must be used within one year. A new licence must be obtained from ProLitteris for the reproduction, duplication and distribution of a work managed by ProLitteris after the expiry of one year since the licence was granted.

If no use is made of the licence within one year, a contribution of CHF 200 must be paid.

5 The licence granted by ProLitteris does not entitle the user to pass on or transfer the permission of use to a third party, either for a fee or free of charge.

6 For certain works by authors who have attached special conditions to the licence, a surcharge may be requested or a separate agreement concluded.

7 In the following cases, reproductions of published works may be made in accordance with the provisions of the CopA:

- a) pursuant to Art. 26 CopA in a museum, exhibition or auction catalogue, provided that the work is in a publicly accessible collection or in the exhibition or auction and the catalogue is issued and sold or distributed by the administration of the collection or the organiser of the exhibition or auction.
- b) pursuant to Art. 27 CopA if the work is permanently situated on or on generally accessible place and the depiction is not three-dimensional and does not serve the same purpose as the original.
- c) pursuant to Art. 28 CopA, provided it is necessary for reporting on current events and the total area of the reproduced works does not exceed the area of the accompanying text.

8 The customer must obtain authorisation for use (licence) from ProLitteris in writing, stating the author, the work title and the type of use and number of copies. An online form is available for the request at www.prolitteris.ch.

In special cases and upon special request, the customer must submit a layout, a colour print, a product sample or similar for approval in good time.

If the request is made late or not at all, ProLitteris may, depending on the case, grant subsequent authorisation. In this case, a surcharge of 100% of the respective tariff rates shall be due. The same surcharge of 100% shall be due if use has been made without the definitive authorisation of ProLitteris.

9 The customer is obliged to reproduce the work unchanged and in full. Enlargements and reductions of entire works as well as monochrome reproductions of multicoloured images are not deemed to be alterations for the purposes of this tariff.

Express authorisation must always be obtained from ProLitteris for image cut-outs, image montages, image collages, overprinting and similar changes.

In the event of unauthorised image processing, a surcharge of 100% of the respective tariff rates must be paid. This also applies to the use of works that are free of charge according to this Tariff. The licensing in individual cases remains reserved.

10 In principle, the tariff rates that are based on a percentage of a sales price are calculated on the retail sales price of the image carrier in question. The retail selling price is the final selling price that the buyer has to pay in the retail trade without deduction of any discounts and taxes. If the retail selling price is not known, the selling price to the retailer shall be used as a basis; a surcharge of 100% shall be levied on the licensing fee.

11 The term "humanitarian use" refers to uses made by organisations working exclusively in this field. The prerequisite for the granting of an associated discount is that the humanitarian organisation does not make any profit for itself from the use of the works.

The term "ecclesiastical use" refers to uses made by one of the two national churches and by recognised religious associations as part of their religious activities and which are not for commercial purposes.

The term "scientific use" refers to uses that are made exclusively in the context of research work at universities or universities of applied sciences on or about a specific topic; publications are considered scientific above all if they have a sufficiently well-founded scientific citation apparatus.

12 The term "cultural use" refers to uses that are made by the organisers and exclusively in connection with events in which the performance, exhibition or other use of works of literature, visual art, of musical or audiovisual works are in the foreground and where, in principle, no commercial objectives are pursued.

13 The term "school use" refers to use by public schools at all levels and recognised public schools exclusively for the purpose of teaching.

14 The term "advertising purpose" refers to uses that are made without a necessary and direct reference to the work used with regard to the presentation or services of a company or firm or a product in the sense of self-promotion. This also includes all uses on products in which the name, logo or image of the company or firm is printed.

15 "Internal company magazines" are magazines that are distributed exclusively within the company to employees and not to third parties.

16 "Publicity reports" are uses in media products that give the appearance of an editorial contribution but are part of the company's or firm's advertising and communication tools.

17 "Merchandising" refers to uses on textiles, leather, clothing, watches, jewellery, etc.

18 "Monographs" are dedicated exclusively to one author. For illustrations of works that do not originate from the author dedicated in the monograph, the rates according to Tariff 1 (III.) apply.

19 "Non-commercial" uses include uses on the internet with free access, so that the consumer does not have to pay any compensation for access to the works (uses without commercial purposes or without profit-making purposes).

20 "Online uses" refers to uses on the Internet and similar information networks (so-called online rights or on-demand rights).

The resolution of works from the ProLitteris repertoire for use on the internet or in similar information networks may not exceed 72 DPI (dots per inches) and 1,600 pixels (cumulative length and width) (as of 2015); in social networks 600 pixels. A separate request and separate authorisation is required for higher resolution formats.

The authorisation of use and the compensation in accordance with the rates under III. 6 only concern the copyrights to the protected works from the ProLitteris repertoire. For any existing rights to the computer programmes, the user is obliged to obtain these directly from the copyright holders or to make arrangements with them.

The compensation is for a period of one month and includes 100,000 hits on the corresponding website with protected works. For more than 100,000 hits, a surcharge of 10% is due for each additional 100,000 hits.

A separate agreement must be concluded for use for more than twelve months and for more than 200 works.

- 21 Uses by "individuals" refers to all uses of works by private individuals who do not generate any income, either directly or indirectly, through their website and who do not pursue any commercial purposes or profit motives and where the consumer does not have to pay a fee for access to the works.
- 22 The term "pay per view" refers to uses where the consumer has to pay a fee for each access to a protected work. This can also take the form of a subscription or comparable payments.
- 23 "Downloading" refers to use on websites or in databases within which the protected works are made available for downloading (digital image templates, PDF files, etc.).

For digitised, downloaded publications with protected works from the ProLitteris repertoire (text and works of visual art or photographs as PDF files) with paid and free access by the consumer, the corresponding compensation rates for print usage in this tariff shall apply.

For uses on websites or in databases within which the protected works are made available for downloading (digital image templates, PDF files, etc.), the compensation amounts to 12% of the income associated with the use of the protected works.

When calculating the compensation, the ratio of the total works used to the protected works from the ProLitteris repertoire must be taken into account. The rates according to III. 6.1 remain applicable in any case as minimum compensation.

- 24 The name of the author and the title of the work must be stated each time the work is used. In exceptional cases, ProLitteris may make individual arrangements regarding this requirement.

If the author's name and/or the work title are omitted, a surcharge of 100% is payable on the respective tariff rates. This also applies to uses of works that are free of charge in accordance with this tariff.

- 25 The following designation must be attached to each use of the work:

© 20_, ProLitteris, Zurich

In special cases, an additional note must be added. This will be communicated by ProLitteris in advance.

If this/these designation(s) is/are omitted, a surcharge of 100% of the respective tariff rates must be paid. This also applies to the use of works that are free of charge according to this tariff.

- 26 The customer is obliged to provide ProLitteris with the requested specimen copies of the use authorised by ProLitteris within 14 days of publication at the latest. In justified exceptional cases, a different agreement may be reached.

ProLitteris and any author or originator affected by a use may obtain the corresponding copies of the work from the publisher or user at the lowest price for which they sell the copy of the work. Resale is not permitted.

- 27 The customer must pay the invoice issued by ProLitteris within 30 days without any deductions.
- 28 Users who use works administered by ProLitteris several times a year can conclude contracts with ProLitteris to facilitate the authorisation procedure. In addition, a reduction of up to 30% on the normal tariff rates can be granted.
- 29 Accumulation is not possible for the discounts provided for individual uses in this tariff.
- 30 The rates defined in the Special Section do not include value-added tax. If VAT is to be charged due to a mandatory objective tax liability or the exercise of an option, this is passed on to the recipient of the service. This is done openly at the applicable tax rate (2012: standard rate 8 % / cultural services 2.5%).
- 31 The present tariff is valid from 1 January 2016 until further notice. The rates in the ProLitteris tariff are periodically redefined by the ProLitteris Board.
- 32 In the event of disputes arising from this tariff, the German text shall prevail in cases of doubt.
- 33 The courts at the registered office of ProLitteris shall have jurisdiction for actions arising from this tariff.

III Special part

1 Printed and digital image carriers

Book, catalogue, agenda, newspaper, magazine, CD, DVD etc. as well as their cover+booklet, slide, projection foil, PowerPoint etc.

Compensation per reproduction

Print run until	Format of reproduction to		
	1/4-sided	1/2-page	1/1-page
500	60.--	90.--	125.--
1 000	80.--	110.--	155.--
2 000	90.--	125.--	175.--
5 000	110.--	150.--	200.--
10 000	130.--	170.--	240.--
20 000	150.--	200.--	270.--
50 000	200.--	260.--	350.--
100 000	275.--	350.--	450.--
200 000	350.--	425.--	550.--
500 000	650.--	775.--	1'100.--
+	950.--	1'400.--	2'000.--

Surcharges

Title page/cover	+180%
Front page/cover + inside page and front page of newspaper/magazine	+100%
Double page	+80%
Bi-media use	+50%
Use for advertising purposes	+30%

Discounts

Humanitarian, ecclesiastical + scientific use	-50%
Small-format reproduction (<=25 cm2) in the catalogue raisonné	-60%
Small format reproduction (<=25 cm2)	-40%
Cultural utilisation	-30%
School use	-25%
Art magazine	-25%
Internal company magazine	-20%
Quantity discount	-15% from 50 reproductions
	-20% from 100 reproductions

2 Reproductions for commercial use

Postcards and art cards, art prints, posters, calendars, stationery, packaging, merchandising objects, monographs, etc.

The compensation amounts to 12% of the retail sales price

Surcharges

Title page/cover	+180%
Title page/cover +inside page	+100%
Retail price not known: Intermediate trade price	+100%
Double card as well as postcard and art card format larger than A5	+50%
Merchandising	+25%

Discounts

Monograph	-50%
Humanitarian, ecclesiastical + scientific use	-50%
Cultural utilisation	-30%

Special agreements reserved

3 Use for advertising purposes

Compensation per reproduction

3.1 Flyer, leaflet, brochure, invitation card, advertising card, advertisement, calendar, packaging, merchandising object, etc.

	Print run until	Format of reproduction to		
		1/4-sided	up to 1/2-page	up to 1/1-page
	10	80.--	180.--	290.--
	100	120.--	260.--	350.--
	200	180.--	320.--	440.--
	500	280.--	430.--	590.--
	1 000	320.--	480.--	650.--
	2 000	370.--	520.--	700.--
	5 000	450.--	700.--	900.--
	10 000	650.--	800.--	1100.--
	20 000	900.--	1'100.--	1'400.--
	50 000	1200.--	2'000.--	2900.--
	100 000	1'600.--	2'800.--	4'000.--
	200 000	1'900.--	3'200.--	4'700.--
	500 000	2'300.--	4'000.--	5'500.--
	+	3'500.--	6'000.--	8'000.--
Surcharges				
Title page/cover		+180%		
Title page/cover +inside page		+100%		
Double page		+80%		
Bi-media use		+50%		
Discounts				
Humanitarian, ecclesiastical + scientific use		-50%		
Small format reproduction ($\leq 25 \text{ cm}^2$)		-40%		
Cultural utilisation		-30%		
Museum		-30%		
School use		-25%		
Publicity report		-25%		
Internal/narrowly defined distribution		-20%		
Repetition of display		-15%	with 3 and more repetitions	
		-25%	with 5 and more repetitions	
		-35%	with 10 and more repetitions	

3.2 Poster, advertising pillar, scaffolding tarpaulin, façade advertising, etc.

Print run until	Format				Oversize format
	up to A3	up to A1	up to world format	up to world format	
10	500.--	650.--	850.--	1'200.--	
100	600.--	1'200.--	1'800.--	2'500.--	
200	900.--	1'600.--	2'400.--	3'300.--	
500	1500.--	2'500.--	3'600.--	5'000.--	
1 000	1'900.--	3'200.--	4'700.--	7'000.--	
2 000	2'700.--	4'100.--	5'200.--	9'000.--	
5 000	5'000.--	5'600.--	6'800.--	12'000.--	
10 000	8'500.--	8'500.--	11'000.--	18'000.--	

Discounts

Humanitarian, ecclesiastical + scientific use
 Museum
 Cultural utilisation
 School use

-50%
 -30%
 -30%
 -25%

Use for decorative purposes

Special agreements reserved

Logo, brand image

subject to special agreement

4 Broadcasting/projection of a digital image carrier

DVD, CD-Rom, slide, projection film, PowerPoint presentation, etc.

Compensation per broadcast/projection

Number of broadcasts/projections per year

Number of works broadcast/projected up to	up to 10	up to 20	up to 50	up to 100	over 100
5	40.--	70.--	100.--	130.--	250.--
10	25.--	45.--	70.--	85.--	150.--
20	20.--	35.--	50.--	65.--	120.--
over 20	15.--	25.--	40.--	50.--	90.--

Surcharges

Use for advertising purposes +30%

Discounts

Humanitarian, ecclesiastical + scientific use -50%

Cultural utilisation -30%

School use -25%

5 Use in films and in/of audiovisual works TV (Switzerland only)

Compensation per use	Distribution	TV production (incl. 1st broadcast)	Film	Advertising
	Switzerland	200.--	1'200.--	8'000.--
	Europe	-	2'400.--	20'000.--
	World	-	4'600.--	40'000.--
Special agreements reserved				
Separate agreements for monographic productions				
Surcharges				
for additional online services (fee-based services must be arranged separately)		+30%		
for TV feature film, if the work is part of the plot		+100%		
Discounts				
Humanitarian, ecclesiastical + scientific use		-50%		
School use		-25%		
Non-commercial use		-30%		
Use in the opening or closing credits		-60%		
Cultural use		-30%		
Documentary film		-30%		
Short film (length of the film up to 30 min.)		-50%		
Quantity discount		-10%	10 or more uses of works from the ProLitteris repertoire	
		-20%	from 20 uses of works from the ProLitteris repertoire	
		-30%	from 30 uses of works from the ProLitteris repertoire	
		-50%	50 or more uses of works from the ProLitteris repertoire	
Advertising: Total duration of the advert max. 10 sec.		-40%		
TV: Broadcast only, without production		-50%		
TV: every further repetition		-50%		

6 Online uses

6.1 Basic use

Compensation per use/per month		Number of uses	
		1	40.--
		2-3	55.--
		4-6	65.--
		7-10	70.--
		11-20	100.--
		21-30	140.--
		31-40	160.--
		41-50	200.--
		51-60	240.--
		61-70	280.--
		71-80	315.--
		81-90	360.--
		91-100	400.--
		101-200	600.--
		201-300	780.--
		301-400	950.--
		401-500	1'120.--
		501-1000	1'580.--
		1'001-2'000	1'950.--
		2'001-3'000	2'350.--
		3'001-4'000	2'700.--
		4'001-5'000	3'300.--
		5'001-10'000	4'100.--
		10'001-20'000	4'900.--
		20'001-30'000	5'700.--
Surcharges			
Homepage/entry page	+100%		
Art collection from profit-orientated company	+50%		
Social network	+12%		
Discounts			
Newspaper / non-commercial / cultural / educational for advertising purposes	-30%		
Cultural/school/humanitarian/church + scientific / newspaper archive	-50%		
Cultural archive	-80%		
Use by individuals (max. 50 works)	-90%		

6.2 Pay per view 10% of the sales price

6.3 Downloading 12% of the sales price

6.4 Advertising

Compensation per use/per month 1'000.--

Discount

from the 2nd month -25%

from the 4th month -50%