



## **Rules governing Disputes and Duplicate Claims 2008**

### **1. Introduction**

- 1.1 This document sets out the rules and procedures that the Societies will follow where the control of a copyright Musical Work or entitlement to Royalties and fees from the Societies in respect of such Work is the subject of two or more conflicting Claims (“the Rules”).
- 1.2 Each Society’s rights are separate and it is possible therefore that different action may be taken in respect of the mechanical and performing rights in a Musical Work. If this should occur, an explanation will be given to both parties before such action is taken. However, where possible, the same action will be taken in relation to both rights.
- 1.3 It is important to emphasise that the Rules describe matters of procedure only. The Societies’ policy of neutrality in relation to the substantive merits of the parties’ respective Claims means that it will not involve itself in the process of resolving any underlying Conflict between the parties. However, the Rules have been formulated with a view to facilitating the resolution by the parties of their substantive differences.
- 1.4 The Rules will be applied only in those cases where the control of a Musical Work (or the entitlement to Royalties, fees or other monies arising in relation thereto) is claimed by two or more parties. The Rules will NOT be applied if and to the extent that the claim concerns an allegation of unauthorised reproduction or adaptation of the whole or substantial part of a Musical Work. Such cases will be covered by the MCPS and PRS Procedure for Licensing Samples and the MCPS and PRS Infringement Policy.
- 1.5 For ease of reference, the Rules are arranged as follows: Rule 2 contains provisions regarding the interpretation of the document; Rule 3 sets out the procedure to be followed in the event of a Duplicate Claim; Rule 4 defines the Interim Disputed Share which is placed in Interim Suspense; Rule 5 sets out the manner in which Royalties are suspended during the Duplicate Claims Procedure; Rule 6 sets out the Societies’ requirements for Supporting Documentation; Rule 7 deals with Conflicts between Members and the members of Affiliated Societies; Rule 8 describes those circumstances under which the Societies will invoke its Disputes Procedure without exhaustion of the Duplicate Claims Procedure; Rule 9 sets out the Societies’ procedure where court proceedings in respect of a Conflict have been issued; Rules 10-11 describe the Societies’ respective licensing policies in relation to Works which are the subject of a Duplicate Claim and/or Dispute; Rule 12 sets out the Dispute Procedure (the rules which apply to the holding of Royalties in suspense once a Musical Work or Share is the subject of a Dispute); Rule 13 sets out the formula for part payment applicable when a Musical Work or Share thereof is in Dispute; and Rules

14-15 describe the procedure which will be followed by the Societies on the resolution of a Dispute.

- 1.6 These Rules replace the previous version of the MCPS and PRS Rules dated 1<sup>st</sup> July 2006. They take effect from 1 January 2008 and apply to all Duplicate Claims and Disputes existing at that date or arising thereafter. However, there will be no retrospective amendments made to decisions already made under the previous Rules which would have been valid had these Rules not come into effect.
- 1.7 The rules and procedures set out in this document:-
  - 1.7.1 apply to every Duplicate Claim in which all the Claimants are Members of either MCPS or PRS as appropriate or an Affiliated Society; and
  - 1.7.2 are in all respects subject to the order of any court or arbitrator having jurisdiction over the matters in question.
- 1.8 Any Duplicate Claim received from a claimant who is not a Member of either MCPS or PRS as appropriate or an Affiliated Society will not be dealt with under this policy. A non-Member claimant is required to issue private legal proceedings before Royalties will be placed in suspense.

## **2. Definitions**

In these 'Rules':-

- 2.1 'Affiliated Society' means any performing right and/or mechanical right society in another country, having objects similar to those of the Societies, with which the Societies are for the time being affiliated.
- 2.2 'Agreement Conflict' means a Conflict in respect of a catalogue of Musical Works or entitlement to any share therefrom.
- 2.3 'Articles of Association' means the Articles of Association of the Performing Right Society Limited from time to time.
- 2.4 'Author' means, in relation to any Musical Work, the composer, writer and/or arranger, as the case may be, of that Work and includes a joint Author and "Authorship" and "joint Authorship" shall be construed accordingly.
- 2.5 'Author Share Claim' means in relation to a Musical Work a Claim in which there is agreement between the Claimants about the Authorship of the Musical Work but disagreement about the Share attributable to each Author.
- 2.6 'Author Share Dispute' means a Dispute based on an Author Share Claim.
- 2.7 'Authorship Claim' means, in relation to a Musical Work, a Claim based on a disagreement as to the Authorship of that Work.
- 2.8 'Authorship Dispute' means a Dispute based on an Authorship Claim
- 2.9 'Claim' means, in relation to a Musical Work, any claim in writing in which a person (the 'Claimant') claims to be the Author of or to control a Musical Work or catalogue of Musical Works or to be entitled to any Share relating thereto ; and any reference to 'Claimant' shall be construed as a reference to any person making such a Claim.

- 2.10 'Conflict' means, in relation to a Musical Work, any conflict between two or more parties over the Authorship of that Work or respective entitlement to control a Musical Work or catalogue of Musical Works or to receive a Share in respect thereof.
- 2.11 'CPR Rules' means the Civil Procedure Rules which are in force in England and Wales from time to time.
- 2.12 'Direction Letter' means written confirmation of an assignment or grant of exclusive licence in respect of a Musical Work or catalogue of Musical Works signed by the assignor or licensor and addressed to the Societies and for the purpose of these Rules, whether described as a Direction Letter, Letter of Direction or by any other name.
- 2.13 'Dispute' means any dispute over a Musical Work or Share relating thereto in relation to which:
- 2.13.1 the Duplicate Claims Procedure has been exhausted under Rule 3;
- or
- 2.13.2 the Society either at its own discretion or at the written request of all Claimants, has elected, pursuant to Rule 8, to treat as subject to its Disputes Procedures.
- 2.14 'Disputes Procedure' means the procedure described in Rule 12.
- 2.15 'Duplicate Claim' means, in respect of a Musical Work, any Claim in which the Authorship or control of such Work or entitlement to a Share relating thereto is claimed by two or more persons, whether or not each Claimant is aware of the existence of the other's Claim, but for the avoidance of doubt shall not include a Claim by a publisher that he has published a previously unpublished work unless the Author disputes the fact of such publication.
- 2.16 'Duplicate Claims Procedure' means the Societies' procedure for dealing with Duplicate Claims set out in Rule 3 hereof.
- 2.17 'in writing' means written and/or printed and includes any mode of representing or reproducing words in readable form.
- 2.18 'Interim Disputed Share' means the Share, calculated in accordance with Rule 4, which is held in Interim Suspense under Rule 3.2 or 3.5.
- 2.19 'Interim Suspense' means the suspense status described in Rule 5.
- 2.20 'Legal Claim' means a legal claim issued in a court of competent jurisdiction in the United Kingdom in accordance with Part 7 of the CPR Rules.
- 2.21 'Member' means:
- 2.21.1 in relation to MCPS, any person, firm or corporation being for the time being a party subject to the Membership Agreement either directly or through an associated firm or company;
- 2.21.2 in relation to PRS any person, firm or corporation who has been admitted as and is for the time being a member of the Society pursuant to the Articles of Association.

- 2.22 'Membership Agreement' means the agreement between MCPS and its Members.
- 2.23 'Musical Work' means any copyright musical work (including any lyrics or associated words) which is for the time being in the repertoire of the Societies. Where the Duplicate Claim and/or Dispute relates to a Musical Work embodied in a Library Sound Recording, MCPS will also treat such recording as if it were subject to the Duplicate Claims and/or Disputes and shall apply these Rules accordingly.
- 2.24 'Ownership Claim' means a Claim in which the Claimants agree on the Authorship of a Musical Work and the Share attributable to each Author but disagree about who currently owns or controls any Share in the Work.
- 2.25 'Ownership Dispute' means a Dispute based on an Ownership Claim.
- 2.26 'PRS Rules' means the PRS Rules governing the allocation and distribution of Royalties from time to time.
- 2.27 'Royalties' means and includes any royalty or other fee payable by the Society to a Member in respect of any Musical Work in which that Member claims to be interested.
- 2.28 'Share' means such proportion of the Royalties as may be allocated from time to time by the Societies to a person interested in a Musical Work.
- 2.29 'Society' means either PRS or MCPS, as the context so requires, and reference to "Societies" is a reference to both PRS and MCPS.
- 2.30 'Statutory Declaration' means a declaration made in accordance with and pursuant to the provisions of the Statutory Declarations Act 1835 or its local equivalent for Claimants based overseas. In the event that the Societies are satisfied that a reasonable local equivalent does not exist, a signed statement in the form set out in the Statutory Declarations Act 1835 will be accepted instead.
- 2.31 'Supporting Documentation' means any documentation required to be supplied by a Claimant to the Society under Rule 6.
- 2.32 Words importing:
- 2.32.1 the singular number includes the plural number and vice versa;
- 2.32.2 the masculine gender includes the feminine and neuter.

All other words and expressions shall where the context so admits have the same meaning as under the MCPS 'Membership Agreement' or the PRS 'Articles of Association'.

### **3. Duplicate Claims**

- 3.1 As soon as the Societies receive a Claim which gives rise to a Duplicate Claim (the 'New Claim'), they will notify the Claimant (hereinafter the 'New Claimant') in writing that the New Claim will not be processed unless Supporting Documentation is supplied within 90 days of such notification. Any party confirming to the Societies that it maintains its Claim must notify the Societies immediately if it thereafter alters its position.
- 3.2 If the New Claimant supplies Supporting Documentation, the Societies will notify the existing Claimant(s) (hereinafter 'the Original Claimant') in

writing and will request him to supply the Societies with Supporting Documentation within 90 days of the date of such notification (the 'prescribed period'). On receipt of the New Claimant's Supporting Documentation, the New Claimant's name will be added to the list of owners of the Musical Work on the Alliance database and all Royalties arising in connection with the Interim Disputed Share of the Musical Work will be held in Interim Suspense.

- 3.3 If the Original Claimant fails to supply Supporting Documentation within the prescribed period, the Societies will as soon as reasonably practicable after the expiry of such period amend their registration in favour of the New Claimant. The Royalties held in Interim Suspense under Rule 3.2 and in respect of which the New Claimant has provided Supporting Documentation will be distributed to it. The Societies will make adjustments to distributions of Royalties made prior to such amendment where expressly requested to do so by the New Claimant but only if and to the extent that the implementation of such request is consistent with its rules and procedures from time to time, and only for the period claimed and to which the Supporting Documentation relates.
- 3.4 If the Original Claimant supplies Supporting Documentation within the prescribed period the Duplicate Claim will be treated by the Societies as a Dispute and subject to the Disputes Procedure. It is emphasised that the Societies cannot and do not undertake to make any judgement as to whether a particular Claim or Supporting Documentation discloses that one Claimant has a more legitimate Claim than the other.
- 3.5 When Duplicate Claims to the same previously unregistered Share are received within 30 days of one another, the Interim Disputed Share will immediately be held in Interim Suspense. Both Claimants will be treated as Original Claimants and required to provide Supporting Documentation within 90 days of receipt of the second Claim. If only one Claimant provides Supporting Documentation within the prescribed period the Share in issue will be registered in favour of that party and any Royalties for the time being in Interim Suspense and attributable to such Share released to that Claimant. If both Claimants provide Supporting Documentation within the prescribed period, the Share in issue will be treated by the Societies as a Dispute and subject to the Disputes Procedure. If neither Claimant provides Supporting Documentation within the prescribed period, the Interim Disputed Share will remain in Interim Suspense.
- 3.6 An Author Share Claim will be treated as an Author Share Dispute immediately upon receipt of the Claim and supporting documents giving rise to the Author Share Claim. For the avoidance of doubt Rules 3.1, 3.2, 3.3, 3.4 and 3.5 shall not apply where an Author Share Claim is so treated.
- 3.7 A Duplicate Claim may be converted into a Dispute at any time at the written request of all Claimants who are party to the Conflict.
- 3.8 As soon as a Duplicate Claim becomes a Dispute, the Societies will notify all the relevant Claimants. When a work is placed in Dispute, the Claimants should exchange Supporting Documentation in the spirit of the CPR Rules. However, the Societies shall have no obligations to monitor or enforce compliance by the parties with the CPR Rules.
- 3.9 Where a Conflict relates to a catalogue of Musical Works, the Societies reserve the right to treat such Conflict as an Agreement Conflict. In such a case, the Societies will notify the Original Claimant of the new Claim and will request from him written confirmation of his intention to maintain the

Original Claim. Should the Original Claimant fail to provide such confirmation before the expiry of 21 days from the date of such request, the Societies will amend the Original Claimant's interest in favour of the New Claimant. Should the Original Claimant provide confirmation of his intention to maintain the original Claim, the Conflict will be dealt with by applying the principles of the Duplicate Claims procedure outlined above but at agreement level, except that the Musical Works will only be placed in Interim Suspense where practical.

- 3.10 Authorship Claims will not be accepted if the New Claim is received more than 6 years after the Musical Work to which the claim relates was first registered with the Societies unless a Legal Claim has been issued.
- 3.11 Where a publisher submits a Claim for a Musical Work which was previously unpublished, the Societies will accept that Claim unless the Author disputes the fact.
- 3.12 The percentage share claimed by any one Claimant cannot be increased without Supporting Documentation to support that increase once the Musical Work is subject to a Duplicate Claim or Dispute.

#### **4. Interim Disputed Share**

- 4.1 The Interim Disputed Share is the Share which is to be placed into Interim Suspense under Rule 3.2 or 3.5 pending completion of the Duplicate Claims procedure.
  - 4. 1.1 For Ownership Claims, the Interim Disputed Share is the Share claimed by both parties.
  - 4. 1.2 For Authorship Claims, the Interim Disputed Share will be the Royalties payable in respect of the entire Musical Work unless an alternative is agreed in writing by all Parties.

#### **5. Interim Suspense**

- 5.1 This rule sets out the manner in which Royalties are suspended during the Duplicate Claims Procedure.
- 5.2 Payment of the Interim Disputed Share will be suspended in the circumstances set out at Rules 3.2 or 3.5.
- 5.3 All Parties will be entitled to Royalty accounting details in accordance with Rule 12.6.
- 5.4 Licensing of Musical Works whose Royalties are held in Interim Suspense will be carried out in accordance with Rules 10 and 11.
- 5.5 Copyright ownership information will be provided to copyright users in accordance with Rule 14.4.

#### **6. Supporting Documentation**

- 6.1 Any Claimant wishing to pursue a Claim which is the subject of a Duplicate Claim must in support of his Claim provide the Societies in writing:-

- 6.1.1 full details of the Musical Work(s);
  - 6.1.2 where known, names and addresses of the other parties involved;
  - 6.1.3 the Share claimed;
  - 6.1.4 the documents stipulated in Rule 6.2.
  - 6.1.5. if and when requested by the Society to do so, a copy or copies of any schedule of Musical Works referred to in the Supporting Documentation provided
- 6.2 In addition to the information set out at 6.1, a Claimant must provide either:
- 6.2.1 in an Ownership Claim, one or more of the following documents relevant to the issue in dispute:
    - 6.2.1.1 signed contract between an Author and a publisher or Direction Letter referring to such contract;
    - 6.2.1.2 signed contract between a publisher and a publisher or Direction Letter referring to such contract;
    - 6.2.1.3 in the circumstances described in 6.3 and 6.4 below a signed Statutory Declaration from an Author or publisher.
  - 6.2.2 In an Authorship Claim, either:
    - 6.2.2.1 from the New Claimant, whether published or unpublished, a Statutory Declaration as to Authorship signed by the Author;
    - 6.2.2.2 from the Original Claimant, either:
      - 6.2.2.2.1 from an unpublished Author, a Statutory Declaration as to Authorship signed by the Author;
      - 6.2.2.2.2 from a publisher, either a copy of an agreement between the publisher and their Author accompanied by a letter from the publisher stating that the agreement covers the disputed Musical Work and their assertion that their Author is the Author or joint Author of the Musical Work; or a Statutory Declaration as to Authorship and ownership of the Musical Work signed by the Author.
  - 6.2.3 in an Author Share Claim, either:
    - 6.2.3.1. where the Claimant is a published Author – no supporting documents additional to those set out in Rule 6.1. will be required in which case the provisions of Rule 3.6. will apply.

- 6.2.3.2 where the Claimant is an unpublished Author – a Statutory Declaration as to the Share claimed signed by the Author.
- 6.2.4 in cases of Duplicate Claims relying on breach of contract:
  - 6.2.4.1 a copy of the contract in respect of which the breach is alleged.
  - 6.2.4.2 the notice of termination of the contract; or where no notice has been served or is required to have been served under the contract, a Statutory Declaration that the termination took effect.
- 6.2.5 in a Claim of any description, any other document that the Societies may reasonably require.
- 6.3 Where a Claimant is unable to provide the required documentation because it has been lost or destroyed due to circumstances outside of its control, it must provide a Statutory Declaration as to loss or destruction, and where the Document is declared to be lost, an undertaking to produce it forthwith to the Societies should the document be found. If the Claim is made on the basis of an agreement in which the works are specifically identified, such as a single song agreement or purchase agreement, the Statutory Declaration must identify the date of such agreement, the term of the agreement, the parties to the agreement and the titles of any other works subject to the agreement. If the Claim is made on the basis of an agreement in which the work(s) would not have been identified, such as an exclusive songwriter agreement, the Statutory Declaration must identify the date of the agreement, the term of the agreement and the parties to the agreement. In all cases the Statutory Declaration must include any other compelling information the claimant believes to be supportive of its claim.
- 6.4 Where a Member denies that he entered into an agreement providing a share of Royalties to another Claimant he must provide a Statutory Declaration to that effect.
- 6.5 The Societies reserve the right to reject any Supporting Documentation that on its face does not support the Claim and/or to determine whether or not any documentation supplied pursuant to this section constitutes Supporting Documentation. However, the Societies will not undertake to make an assessment of the substantive merits of a Claimant's Claim on the basis of any Supporting Documentation supplied pursuant to these Rules.

## **7. Member Claims conflicting with Affiliated Society Claims**

- 7.1 Where the Claimants to a Duplicate Claim are Members of the Societies and an Affiliate Society, the Duplicate Claim will be dealt with via the Duplicate Claims and Disputes Procedure.

## **8. Placing a Musical Work directly into Dispute**

- 8.1 The Societies reserve the right at any time prior to or during the Duplicate Claims Procedure to invoke the Dispute Procedure either:

- 8.1.1 at their own discretion, provided that such action is authorised by a senior manager and an explanation is given to all affected parties before such action is taken; or
- 8.1.2 at the written request of all parties where the party alleges that one or more Musical Work or the entitlement to any Share therefrom is the subject of a Conflict.

where in the Societies' reasonable opinion no useful purpose would be served by operating the Duplicate Claims Procedure and, in the case of a request under 8.1.2, it would not be unreasonably prejudicial to the interests of the other party to invoke the Disputes Procedure.

## **9. Court proceedings**

- 9.1 This section deals with the situation where proceedings relating to the Authorship or control of a Musical Work or entitlement to Royalties in respect thereof have been issued before a UK court.
- 9.2 Upon receipt of a copy of a Legal Claim or its equivalent in any UK Court , the Societies will invoke the Disputes Procedure and will notify all relevant parties to that effect.
- 9.3 All parties subject to a Duplicate Claim and/or Dispute are encouraged to negotiate and disclose documents to one another at an early stage, in accordance with their obligations under the CPR Rules. However, the Societies shall have no obligation to monitor or enforce compliance by the parties with the CPR Rules.

## **10. The licensing of Musical Works in Dispute by MCPS**

- 10.1 Licences for the use of a Musical Work that is the subject matter of a Duplicate Claim or Dispute will continue to be granted under the terms of any applicable Standard Licensing Agreement, Blanket Licence Agreement or Licensing Scheme.
- 10.2 Where no such Agreement or Scheme applies, or where such an Agreement or Scheme applies but requires that the express consent of the MCPS Member be obtained for the relevant reproductions or use, the following provisions will apply:-
  - 10.2.1 Where all the parties are Members of MCPS no further licences for the reproduction of the relevant Work(s) will be granted by MCPS without the consent of each such Member.
  - 10.2.2 Where not all the parties are Members of MCPS but more than one Member is involved, the consent of each member is again required.
  - 10.2.3 Where only one Member is involved together with one or more non-Members, MCPS will unless otherwise instructed by the Member continue to license the reproduction of the Work(s) in accordance with the Membership Agreement.
- 10.3 Where a Member is party to a Conflict the Member should be aware that if that Conflict is not resolved in the Member's favour, the warranties and

indemnities under Clause 10 of the Membership Agreement may apply in respect of any liability incurred or loss suffered by MCPS in connection with any valid or successful claim made against MCPS in respect of a licence granted by MCPS in accordance with the rules set out above.

- 10.4 Where a Musical Work which is subject to the Disputes Procedure is licensed any Royalty collected in respect of such work will be held in a Dispute account pending resolution of the Conflict.

## **11. The licensing of Musical Works in Dispute by PRS**

- 11.1 PRS will continue to license Musical Works subject to the Disputes Procedure as part of its blanket licensing arrangements. However, to the extent that the Share of any distributable fees attributable to the Musical Work is subject to a Dispute, the payment of Royalties allocable to that Share will be placed by PRS in suspense pending resolution of the Conflict.
- 11.2 Where a Member is party to a Conflict the Member should be aware that if that Conflict is not resolved in the Member's favour, the warranties and indemnities under Clause 4 of the Deed of Assignment or sub-clauses 4(a) and 4(c)(i) of the new form membership agreement (as the case may be) may apply in respect of any liability incurred or loss suffered by PRS in connection with any valid or successful claim made against PRS in respect of a licence granted by PRS in accordance with the rules set out above.

## **12. Holding Royalties, fees and other monies in suspense ('the Disputes Procedure')**

- 12.1 This rule sets out the rules which apply to the holding of Royalties in suspense once a Musical Work or Share relating thereto therein is the subject of a Dispute.
- 12.2 Subject to Rule 12.3, all Royalties arising in connection with such Musical Work(s) or Share will be held in suspense until such time as the Dispute is resolved in accordance with Rule 15.
- 12.3 Notwithstanding the provisions of Rule 10.4, the Societies shall make Royalty payments to all parties in accordance with the following provisions:
- 12.3.1 In Ownership Disputes, the Societies will pay out all Shares not subject to the Dispute.
- 12.3.2 In Authorship Disputes and Author Share Disputes, all the Royalties attributable to the Musical Work will be suspended unless part payment is requested and one of the provisions of Rules 12.4 is satisfied.
- 12.4 Either:
- 12.4.1 For Author Share Disputes, if all parties agree in writing, the Societies will distribute Royalties arising in connection with the Musical Work in accordance with that agreement; or

- 12.4.2 For Authorship Disputes, if all Original Claimants agree in writing, the Societies will distribute Royalties not being claimed by the New Claimant(s) in accordance with that agreement; or
- 12.4.3 Where there is lack of agreement between the parties to enable payment out under 12.4.1 or 12.4.2, any one Claimant can request part payment in accordance with the formula set out at Rule 13.
- 12.5 The Societies shall not carry out any adjustments between the parties in the event that the Royalties paid under this section do not reflect the ultimate entitlement of the parties upon resolution of the Dispute.
- 12.6 With effect from the date when the Societies places Royalties in suspense, the Societies will send Royalty accounting details to each of the parties to the Conflict on request. Copies of royalty accountings sent to a party prior to the date on which the Royalties to which such accounting relate were first put into suspense will not be provided to the other party to the Dispute unless the party to whom such accountings were sent consents.

### **13. Formula for Part Payment**

- 13.1 The Share payable to each Claimant under Rule 12.4.3 is to be calculated in accordance with the following formula:

The Share payable to the Claimant is  $A - C$ , where:

A = The Share of the Claimant requesting part payment and in respect of which they have provided Supporting Documentation, expressed as a percentage

B = The sum of all the other Shares claimed, expressed as percentages

$C = A + B - 100\%$

- 13.2 It is to be noted that the application of the above formula may mean that some or all Claimants will not be entitled to any payment whilst a work is in Dispute.

### **14. General**

- 14.1 The parties to a Conflict must use their best endeavours to resolve that conflict as quickly as is reasonably possible.
- 14.2 Without prejudice to their obligation to provide Supporting Documentation, the parties to a Conflict shall provide the Societies with such other information or documentation as the Societies may reasonably require in connection with the subject matter of the Conflict or the operation of these Rules.
- 14.3 Provided that the Societies have acted in accordance with the Rules, no claim will lie against the Societies for any loss or damage which a party claims to have suffered by reason of the Societies granting or refusing to grant any licence in relation to the relevant Musical Work or collecting or distributing or suspending the payment of any Royalties or making any claim in connection therewith.
- 14.4 Where a Musical Work is the subject of a Dispute, then, unless all parties to the Dispute agree otherwise, the Societies will provide copyright users

of the Musical Work with the ownership or control information which appears on the Alliance database.

- 14.5 In the spirit of the CPR Rules the Societies will send each party's Supporting Documentation to the other if requested by both parties to do so. The Societies will only provide copies of Supporting Documentation which has been received specifically in connection with the Conflict and will not search their archives for documents received for other purposes. The Societies, save to the extent that they may be required to do so under a court order, shall otherwise keep confidential and not disclose to any party any information or documents submitted to them by or on behalf of a party to the Conflict without the consent of that party except to the Societies' professional advisers.

## **15. Resolution of the Dispute**

- 15.1 A Dispute shall be considered resolved when:-
- 15.1.1 *either* the Societies are notified of the settlement of the Conflict by all parties thereto *or* the Societies receive a copy of the relevant order of the court or arbitrator ('Order'); *and*
- 15.1.2 all the requirements set out in Rule 15.4 and 15.5 below are satisfied.
- 15.2 Where an Order is the subject of an appeal, this will not delay the deemed resolution of the Dispute under these Rules, unless the Order has been stayed by a court or arbitrator pending the appeal.
- 15.3 On resolution of Conflict, the Royalties held in suspense will (subject to the following provisions) be applied or paid out in accordance with the Order or settlement agreement, and the provisions of the Membership Agreement and/or the Articles of Association and the PRS Rules as the case may be.
- 15.4 All the parties to the Dispute shall ensure that they provide the Societies in writing with clear practical instructions as to how the control of the Musical Work and entitlement to any Share in respect thereof is to be apportioned in respect of the Royalties held in suspense and future Royalties giving all relevant dates together with any re-registrations, where appropriate. The Societies shall be entitled to such other information, notification or clarification as they may reasonably require in order to implement the parties' instructions subject to Rule 15.2.
- 15.5 Where the Society receives an Order made in a Court outside of the UK together with the consent of all parties to its terms the Society may act in accordance with that Order. However if one of the parties contests the jurisdiction of the Order and enforceability within the UK then the Society will require the endorsement by a UK Court before it will act in accordance with that Order.
- 15.6 Where any Order or settlement would be impractical for the Societies to operate or is ambiguous or otherwise unclear or does not comply with the Societies' practices or procedures, or where any notification, clarification or information reasonably requested by the Societies under 15.4 and 15.5 is not supplied to them, the Societies will notify the parties of the problem. Upon the Societies giving notice under this provision, the parties to the Dispute must use their best endeavours to resolve the problem, and if necessary, to apply for an appropriate amendment to be made to the

relevant Order. The Societies shall be entitled to maintain in suspense any Royalties held until the problem has been resolved.

- 15.7 The Societies reserve a general discretion to take works out of Dispute, provided that such action is authorised by a senior manager and a written explanation is given to both parties before such action is taken.