

Fields in which the author creates (tick one or more boxes and underline the main activity)

plastic art

- poster
- architecture
- calligraphy
- ceramics
- collage
- décor / scenography / 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

drawings

- comic strip
- art drawing
- press cartoon
- general illustration drawing
- drawing & 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

- manga scenario and dialogues

- comic strip scenario and 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
- history, genealogy, history of art text
- school text
- encyclopaedia and dictionary
- theatre
- poetry, haiku
- novel, short story, essay

Rights managed

► **By adhering to the Statutes and General Rules of ADAGP, I undertake to comply with them and, consequently, effect transfer as a contribution to and mandate ADAGP, in accordance with Article 2 of the Statutes, to enforce and manage the rights concerned for the works referred to in Article 4 of the Statutes and in Article 14 of the General Rules, for all countries and for the duration of the Society, including any extensions thereof, barring withdrawal effected as provided in the Statutes.**

► **For the Resale Right (when applicable), the management mandate is also applicable for sales prior to membership.**

► I confirm that I have been informed that ADAGP may arrange to be replaced in full or in part, or in certain territories, by other French or foreign Societies or organisations, in so far as is necessary for good management of my rights.

► ADAGP offers authors and beneficiaries the option to participate in its Image Bank for the purposes of promoting their works. If you are interested, contact banque.images@adagp.fr.

► The transfers of rights and the management mandate do not make up the registered capital which is formed by the payment of a cash contribution of €15.24 representing one share of the Society's registered capital.

► As ADAGP posts the list of its members on its website, I agree to my name appearing on it and am informed that I may ask for it to be removed at any time.

► The information requested in this act of adherence is governed by Law 78-17 of 6 January 1978 on the protection of data. The right of access and correction can be exercised by contacting ADAGP, 11 rue Berryer 75008 Paris – tel. 33 (0)1 43 59 09 79 – e-mail: adagp@adagp.fr.

Executed at, on.....

Signature (Preceded by the words
"read and approved, good for adherence")

Signature appearing on the works

Extracts of Statutes

Article 2

Any person admitted to adhere to these Statutes shall own all or part of the economic rights in the work of an author.

By the very fact of such adherence, that person shall transfer as a contribution to the Society, for all countries and for the duration of the Society, subject to the provisions of articles 6 and 48 below:

- a) the right to authorize or prohibit the representation or direct communication of works to the public, notably through exhibition,
 - b) the right to authorize or prohibit the reproduction of works,
 - c) the right to authorize or prohibit the reproduction of works where such reproduction is necessary for the representation or communication of such works to the public by any process such as, but not limited to, cinematographic films, videograms, cable distribution, satellite broadcasting, exploitation in any multimedia format (offline) and network delivery (online), etc.,
 - d) management of the resale right (droit de suite), including for sales prior to adherence,
 - e) management of the right to remuneration for private copying,
 - f) management of the right to receive any remuneration payable for reprography,
 - g) management of the right to receive any royalty fee payable for lending or rental of works,
 - h) management of any right in mandatory collective management and of any remuneration due pursuant to a legal license,
 - i) management of the exploitation right in commissioned works used for advertising,
- none of which transfers shall make up the Society's capital, which is formed by the payment of a cash contribution of EUR 15.24.

Article 4

The various rights forming the subject of the transfers under article 2 concern the works created at the date of the member's adherence.

However, the transfers do not concern any mode of exploitation of works for which there has been an exclusive assignment of the economic rights, for the duration of such assignment.

The aforementioned rights also cover the author's future works as and when they are created by the author during his/her membership of the Society.

The Society may entrust the exercise and administration of the rights transferred to it to other royalty collection and distribution societies or any other persons capable of representing it, both in France and abroad.

Article 5

- 1) In accordance with the law, the author shall retain control over the exercise of his/her moral right, which is inalienable and imprescriptible.
- 2) The member will be consulted and required to give his/her prior agreement in all the cases listed in article 15 of the Society's General Rules. If the author fails to reply within thirty days, his/her prior agreement will be deemed to have been granted.
- 3) Apart from the transfers referred to in article 2, the member may grant the Society the right to authorize or prohibit use of the artist's name as provided in the General Rules.
- 4) As a result of the transfer made under the provisions of article 2 above, the members of the Society shall refrain from granting any license whatsoever for the use of the works covered by that article.

Article 6

The transfer of rights made to the Society as a result of the member's adherence to the Statutes may be withdrawn by the member's full or partial resignation, in compliance with the provisions of article 3, subject to three months' notice being given to the Society prior to the end of each calendar year by registered mail with acknowledgement of receipt. Such resignation shall take effect on 31 December of the same calendar year.

Any management expenses that may be generated by the transfer's withdrawal will give rise, where appropriate, to an additional deduction for the relevant costs, by decision of the manager after receiving the advice of the Board.

Article 9

The Society's objects are :

- 1) to exercise and administer, throughout the world, all the rights relating to the use of works, including inter alia the economic rights granted to authors by the Intellectual Property Code, and to collect and distribute the royalties or any other payment arising from the exercise of such rights and, more generally, all monies of any kind payable by third parties as a result of the lawful or unlawful exploitation of those works,
- 2) to engage in the activities referred to in Article L. 321-9 of the Intellectual Property Code, as well as welfare, solidarity and mutual aid activities for the benefit of its members,
- 3) to engage in cultural action by implementing such means as will enhance the value of the Society's repertoire and promote it to the public nationally and internationally,
- 4) to defend its members' rights against any third party,
- 5) to exercise and administer the rights whose management has been entrusted to it by other royalty collection and distribution societies and to collect and distribute the monies payable to those societies,
- 6) and generally to defend the material and moral interests of its members and authors in general both nationally and internationally.

It has standing to take legal action to defend the individual rights of its members and the interests and rights of its membership generally.

The Society also has standing to expedite proceedings of general interest concerning notably the protection and defense of authors and their successors in title.

Extracts of General Rules

Article 7

Through the act of adherence, the candidate undertakes notably :

- a) To abide by the Statutes and General Rules. Compliance with the Statutes and General Rules includes in particular the obligation on his/her part not to conclude any agreement in anyone's favour that is in contradiction with these texts.
- b) To make known when he/she is admitted, all the earlier contracts effecting assignment to third parties of rights that he/she is transferring to the society in accordance with articles 2 et seq. of the Statutes.

On the expiry of such contracts, photocopies of which are required to be sent to the Society, the rights in question will be managed by the Society in accordance with the member's commitment under the Statutes.

- c) Generally not to do or to undertake anything that may be detrimental to the material and moral interests of the Society and its members.

Article 14

A work is admitted to the Society's repertoire by the sole fact of its author, or the author's

successors in title or heirs, legatees or assignees, joining the Society.

Membership of the Society entails the transfer of the rights attached both to the works defined in article 1 of these General Rules and to any other works of the author in question, whatever their nature, subject only, in the case of foreign territories, to the provisions of the statutes of the collecting societies representing the Society abroad.

Article 15

Pursuant to article 5(1) and (2) 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 a monographic character
 - catalogues raisonnés
 - covers and dust jackets.
- 2) Separate reproductions:
 - decorative and other posters (except exhibition 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 originals of which are three-dimensional
- three-dimensional reproductions of works the originals of which are two-dimensional.

- 5) Reproduction for advertising purpose:

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

- 6) Use of the 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.

[...]

