PROCEDURE FOR THE HANDLING OF DOUBLE CLAIMS AND DISPUTES IN MUSICAL WORKS

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1. INTRODUCTION

1.1 Scope

This document sets out the rules and procedures that Sabam will follow when a double claim arises,namely when the control over shares or copyrights/monies/royalties of a national or an international musical work involving at least one Sabam member is claimed by two or more parties.

These rules and procedures determine how Sabam handles such double claims and the rights associated with the relevant works.

These rules and procedures apply as from 01/01/2025 and are applicable only to double claims that occur from this date onwards.

1.2 Impartiality of Sabam

Sabam is required to maintain a neutral position regarding the respective claims of the rightsholders and will not intervene in the resolution of conflicts between the various parties. However, the rules and procedures are intended to encourage the resolution of conflicts.

If the parties involved fail to reach an agreement amongst themselves, they must take legal action to resolve their dispute.

2. TYPES OF DOUBLE CLAIMS

2.1 Claim regarding authorship

An author claims to have (co-)written a work, but this claim does not correspond with the information Sabam already has about this work. Thus, there is no consensus about who wrote the work.

2.2 Claim regarding an author's share in a work

All authors agree on who wrote the work, but there is no consensus on the individual shares for each author.

2.3 Claim regarding the ownership of published works – author/publisher

The parties involved agree on the work's authorship and the shares allocated to each author, but there is no consensus as to who controls the shares. The disagreement exists between author(s) and publisher(s).

2.4 Claim regarding the ownership of published works – publishers

The parties involved agree on the work's authorship and the shares allocated to each author, but there is no consensus as to who controls the shares. The disagreement exists between the original publisher(s) and/or sub-publisher(s).

2.5 Claim relating to a catalogue

A declaration of a new publishing agreement regarding a catalogue conflicts with an existing publishing agreement.

2.6 Termination of a (sub-)publishing agreement

A rightsholder wishes to unilaterally terminate the (sub-)publishing agreement due to non-compliance with legal and/or contractual obligations.

2.7 Sample

There is a disagreement between authors concerning their respective shares in a work in which a sample is used.

2.8 Counterfeiting, plagiarism and unlawful appropriation

One or more authors are of the opinion that their copyright in a musical work has been infringed by another party.

3. PROCEDURE FOR COUNTERCLAIMS

3.1 Procedure applicable to the types referred to in 2.1, 2.2, 2.3 and 2.4

When a new claim conflicts with the existing documentation, the new claimant will be requested—with the existing claimant in copy—to substantiate their claim on the basis of the documents described in section 4. The new claimant has 60 calendar days to do so.

The rights of the parties involved in the double claim will be (continued to be) paid to the existing claimant as long as the new claimant has not substantiated their claim.

a) If the new claimant fails to substantiate their claim within 60 calendar days, their claim shall be removed from the work and the documentation shall remain unchanged.

b) If the new claimant substantiates their claim within the 60 calendar days:

- The rights of the rightsholders involved in the double claim shall be blocked. If Sabam does not have sufficient information to identify the rightsholders involved in the double claim, it shall be required to place the rights of all parties on hold.
- The existing claimant shall be requested to substantiate their claim. They shall have 60 calendar days to do so.

c) If the existing claimant fails to substantiate their claim within the 60 calendar days as described in section 4, their claim shall be removed and the claim of the new claimant shall be applied. The blocked rights shall then be paid out in accordance with the information available to Sabam, provided this allows for the unblocking, and in accordance with the provisions of the general regulations.

d) If the existing claimant substantiates their claim within the specified time limit and both parties maintain their claims, meaning it is not possible to resolve the double claim on the basis of the documents received by Sabam,a dispute shall be deemed to exist and the rights shall remain blocked.

e) If the documents received by Sabam do allow the double claim to be resolved, the documentation shall be amended accordingly. The rights will be paid out in accordance with the information available to Sabam and with the provisions of the general regulations.

3.2 Procedure applicable to the type referred to in 2.5

If the double claim concerns a catalogue of musical works, the existing claimant will be asked—with the new claimant in copy—whether they wish to maintain their claim. The existing claimant has 21 calendar days to do so.

a) If the existing claimant does not confirm their claim within the specified time limit, Sabam will accept the new claim and the documentation will be amended accordingly.

b) If the existing claimant does confirm their claim within the specified time limit, a dispute shall be deemed to exist. Both claimants will be informed thereof and will be given 21 calendar days to provide the documentation referred to in section 4 to substantiate their claim.

c) If the documents received by Sabam allow the double claim to be resolved, the documentation will be amended accordingly. The rights shall be paid in accordance with the information available to Sabamand with the general regulations. It is specified that if only one of the two claimants submits the necessary documentation within the agreed time limit, substantiating their claim, the documentation shall be amended accordingly.

d) If the documents submitted by both claimants do not resolve the dispute, Sabam will inform them thereof and request that they seek a solution.

A double claim at agreement level does NOT automatically lead to the blocking of rights. Only if both claims have also been declared in a work registration shall the rights be blocked in accordance with the same provisions as set out above. Only the rights of the parties involved in the double claim shall be blocked.

3.3 Procedure applicable to the type referred to in 2.6

The rightsholder who is affiliated with Sabam and who wishes to terminate their (sub-)publishing agreement must notify Sabam thereof and provide the necessary documentation as described in section 4. They have 60 calendar days to do so.

The termination must be carried out in accordance with applicable legal and/or contractual provisions.

The double claim is automatically confirmed if the relevant (sub-)publishing agreement is validly documented in Sabam's database. In such case, a dispute shall be deemed to exist and the rights of the (sub-)publisher concerned shall be blocked.

3.4 Procedure applicable to the type referred to in 2.7

When a new claim for a work in which a sample is used conflicts with the existing documentation, the new claimant will be requested—with the existing claimant in copy—to substantiate their claim on the basis of the documents described in section 4. The new claimant has 60 calendar days to do so.

The rights of the parties involved in the double claim shall be paid to the existing claimant as long as the new claimant has not substantiated their claim.

a) If the new claimant fails to substantiate their claim within 60 calendar days, their claim shall be removed from the work and the documentation shall remain unchanged.

b) If the new claimant substantiates their claim within 60 calendar days:
- The entire work shall be blocked.
- The existing claimant shall be requested to substantiate their claim. They shall have 60 calendar days to do so.

c) If the existing claimant fails to substantiate their claim within the 60 calendar days as described in section 4, their claim shall be removed and the claim of the new

claimant shall be applied. The blocked rights shall then be paid out in accordance with the information available to Sabam, provided this allows for the unblocking, and in accordance with the provisions of the general regulations.

d) If the existing claimant substantiates their claim within the specified time limt and both parties maintain their claims, meaning it is not possible to resolve the double claim on the basis of the documents received by Sabam ,a dispute shall be deemed to exist and the rights shall remain blocked.

e) If the documents received by Sabam do allow the double claim to be resolved, the documentation shall be amended accordingly. The rights shall be paid out in accordance with the information available to Sabam and with the provisions of the general regulations.

3.5 Procedure applicable to the type referred to in 2.8

In the event of disputes relating to counterfeiting, plagiarism, and unlawful appropriation, the new claimant will be requested—with the existing claimant in copy—to substantiate their claim as described in section 4. The new claimant has 60 calendar days to do so.

The rights of the parties involved in the double claim shall be paid out to the existing claimant for as long as the new claimant has not substantiated their claim.

Once the new claimant substantiates their claim, the entire work shall be blocked. Sabam will inform all parties thereof and request that they seek a resolution.

4. DOCUMENTS TO BE PROVIDED

Sabam acts as a third party in any dispute between its members or between its members and those of its sister societies, and must always maintain a neutral position. Sabam does not have the authority to resolve such disputes; this falls within the competence of the courts and tribunals.

The purpose of the documents to be provided is therefore solely to substantiate a claim with Sabam.The documents must contain sufficient information on the basis of which Sabam can block, release, or continue to pay out rights, in accordance with the claim received.

Sabam cannot, however, make any substantive assessment of the documents submitted to substantiate the claim.

In accordance with the foregoing, Sabam will, without assuming any responsibility in this respect, verify only objective parameters that do not constitute any value judgement, namely:

- The validity dates
- The territory for which the claim is valid
- Works for which the claim is valid
- Signature and date by all rightsholders concerned

Sabam nevertheless reserves the right to decide, in a sovereign and non-discriminatory manner, whether the documents submitted are sufficient to substantiate the claim.

If the parties concerned do not submit the documents within the time limits referred to above, this does not mean that Sabam will no longer take the the documents into consideration for the purpose of substantiating the rightsholder’s claim. If the documents are received after the above-mentioned time limits, Sabam will still take them into

account in order to further process the double claim. However, Sabam shall bear no responsibility if the documentation has meanwhile been amended and rights have been paid out - as a result thereof.

4.1 Claim regarding authorship

The claimant (the author) must explain their claim to the work in writing, in a clear and precise manner, and must, under their own responsibility, confirm their claim to authorship. The claimant must provide the manuscript or documents proving their rights in the work concerned.

If the claimant has concluded a publishing agreement and/or another agreement with other rightsholders in the work, they must provide a copy of the signed agreement.

Any prior correspondence between the claimants must also be submitted to Sabam.

If one of the claimants has initiated legal proceedings, a copy of the writ of summons served on the defendant must be provided to Sabam.

4.2 Claim regarding an author's share in a work

The claimant (the author) must explain their claim to the work in writing, in a clear and precise manner, and must, under their own responsibility, confirm their claim to authorship. The claimant must provide the manuscript or documents proving their rights in the work concerned.

If the claimant has concluded a publishing agreement and/or another agreement with other rightsholders in the work, they must provide a copy of the signed agreement.

Any prior correspondence between the claimants must also be submitted to Sabam.

If one of the claimants has initiated legal proceedings, a copy of the writ of summons served on the defendant must be provided to Sabam.

4.3 Claim regarding the ownership of published works – author/publisher

The claimant must provide Sabam with a copy of their signed publishing/co-publishing agreement.

If necessary, an explicit confirmation must be submitted to Sabam, under their own responsibility, by the rightsholder who claims not to have signed the aforementioned agreement.

Any prior correspondence between the claimants must also be submitted to Sabam.

If one of the claimants has initiated legal proceedings, a copy of the writ of summons served on the defendant must be provided to Sabam.

4.4 Claim regarding the ownership of published works – publishers

The claimant must provide Sabam with a copy of their signed (sub-)publishing/co-publishing agreement.

If necessary, an explicit confirmation must be submitted to Sabam, under their own responsibility, by the rightsholder who claims not to have signed the aforementioned agreementAny prior correspondence between the claimants must also be submitted to Sabam.

If one of the claimants has initiated legal proceedings, a copy of the writ of summons served on the defendant must be provided to Sabam.

4.5 Claim relating to a catalogue

The claimant must provide Sabam with a copy of their signed (sub-)publishing/co-publishing agreement.

If necessary, an explicit confirmation must be submitted to Sabam, under their own responsibility, bythe rightsholder who claims not to have signed the aforementioned agreement.

Any prior correspondence between the claimants must also be submitted to Sabam.

If one of the claimants has initiated legal proceedings, a copy of the writ of summons served on the defendant must be provided to Sabam.

4.6 Termination of a (sub-)publishing agreement

The rightsholder requesting termination of their (sub-)publishing agreement must provide Sabam with a copy of the formal notice of default sent by registered letter, along with the corresponding proof of receipt, addressed to the (sub-)publisher.

This registered letter must be drawn up in accordance with the legal and/or contractual provisions, in particular with regard to the duration of the notice period granted to the (sub-)publisher. The claimant must also provide Sabam with a copy of their (sub-)publishing agreement.

The (sub-)publisher must immediately provide Sabam with a copy of their response to the notice of default received.

If one of the claimants has initiated legal proceedings, a copy of the writ of summons served on the defendant must be provided to Sabam.

4.7 Sample

The new claimant must set out their claim to the work in writing, in a clear and precise manner, and must, under their own responsibility, confirm their claim. The claimant must provide the manuscript or documents proving their rights in the work concerned.

The existing claimant must provide Sabam with the authorization for the use of the sample, together with the distribution key as agreed between the rightsholders concerned.

If one of the claimants has concluded a publishing agreement and/or any other agreement with other rightsholders in the work, they must provide a copy of the signed agreement.

Any prior correspondence between the claimants must also be submitted to Sabam.

If one of the claimants has initiated legal proceedings, a copy of the writ of summons served on the defendant must be provided to Sabam.

4.8 Counterfeiting, plagiarism and unlawful appropriation

The new claimant must set out their claim to the work in writing, in a clear and precise manner, and must, under their responsibility, confirm their claim.

In addition, the claimant must provide the following information:

- Title of the works concerned
- Names of the rightsholders concerned
- Nature of the infringement (lyrics, music, or both)
- Copy of an expert report (if available)

- Copy of the writ of summons served (if applicable)
- Copy of any contracts between the parties concerned (if available)
- Copy of the works concerned (preferably the commercial sound recording, or specification of the source of the recording)
- Copy of any prior correspondence between the claimants (if applicable)

5. DISPUTE

5.1 Definition

Disputes arise when the parties involved in a double claim have substantiated their respective claims and it is not possible, based on the documents submitted, to resolve the double claim and both parties maintain their claims.

If, after review, the dispute persists, Sabam will inform all parties concerned and notify them of the modalities relating to the blocking of the rights concerned.

The parties concerned must make every effort to reach a resolution as quickly as possible. They must keep Sabam regularly informed of the status of the dispute.

5.2 Blocking of rights

During the handling of double claims and disputes, rights shall be blocked under the conditions described in section 3.

The blocking of rights shall be maintained until the dispute between the parties has been resolved.

5.3 Resolution of a dispute

A dispute can be resolved when:

- One of the claimants withdraws or reduces their claim and notifies Sabam thereof. The claimant must provide Sabam with detailed information so that it is clear how the rights held in abeyance are to be paid out.
- The claimants reach an agreement amongst themselves and notify Sabam thereof. They must provide Sabam with detailed information so that it is clear how the rights held in abeyance are to be paid out.
- Sabam receives a copy of the final judicial decision, specifically regarding the distribution of the rights.
  If the judicial proceedings did not take place before a Belgian court, an express agreement of the parties concerned is required in order to execute the decision. A similar agreement shall also be required in order to enforce a decision of a Belgian court abroad.
- Sabam, in the event of termination of a (sub-)publishing agreement, has not received a copy of the response of the (sub-)publisher to the notice of default, which the (sub-)publisher was required to send directly to the party requesting the termination.

6. FINAL PROVISIONS

- Sabam may, on the basis of a decision by its governing body, deviate from the above-mentioned rules in specific cases.
- The general regulations of Sabam remain applicable and shall continue to be in force for cases that do not fall within the scope of this procedure.

- Any requests for rectification must comply with the conditions laid down in the complaints procedure set out in the general regulations. Sabam reserves the right to recover and/or reclaim amounts unduly paid to a rightsholder. If a request for rectification does not comply with these conditions, the rightsholders shall be responsible for carrying out the necessary corrections, both administratively and financially.
- No interest shall be accrued or charged on blocked rights, regardless of the final outcome of the dispute.