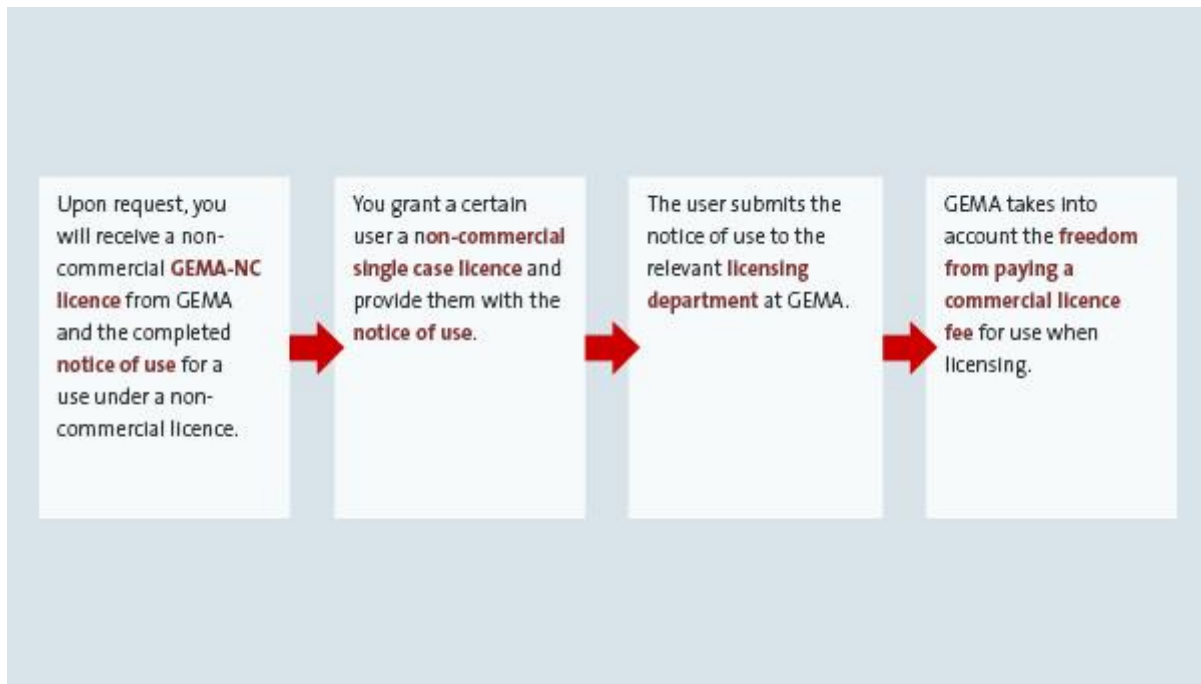
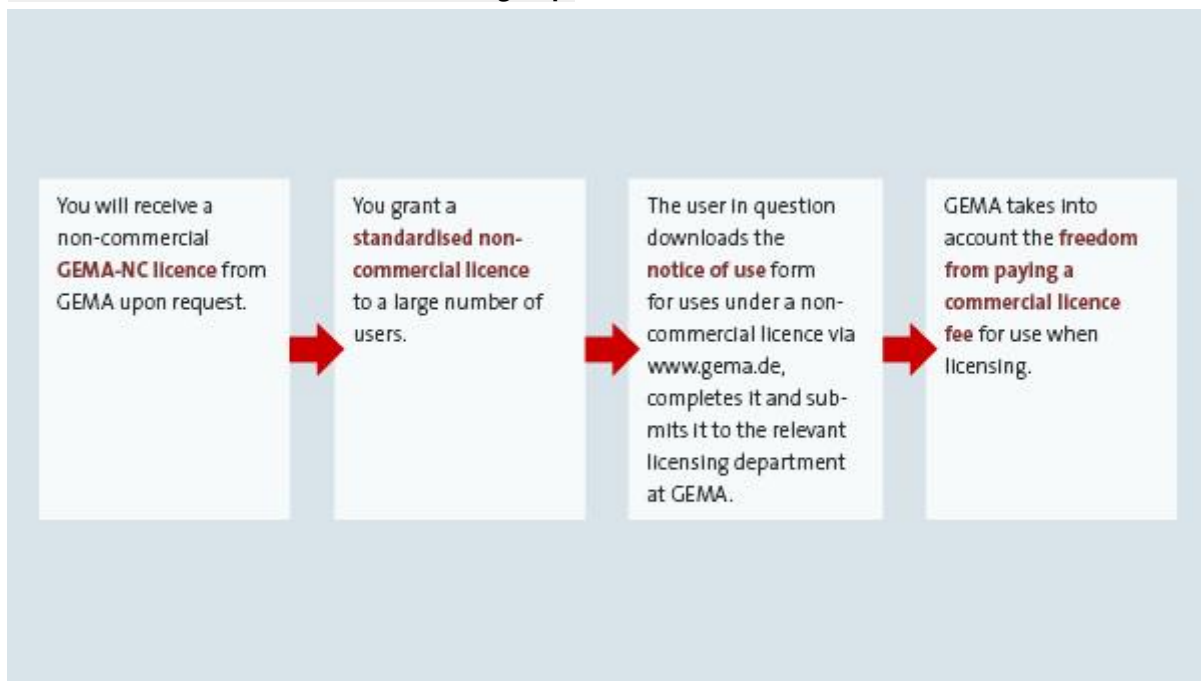


At a glance

I. Granting a single case non-commercial licence for non-commercial use.



II. Granting an unrestricted or restricted standardised non-commercial licence for non-commercial use. The restriction can be made in terms of time, territory and content with regard to a certain type of use or a certain context of use / a certain user group.



Frequently Asked Questions

1. Who can apply for a GEMA-NC licence?

Only GEMA members (authors and music publishers) may apply for a GEMA-NC licence.

2. For which works can I apply for a GEMA-NC licence?

For all works in which you are involved yourself.

3. Why do I need a GEMA-NC licence if I want to grant a non-commercial licence to third parties for my works?

By concluding the Deed of Assignment, you have granted GEMA exclusive copyright exploitation rights on your works for the purpose of administering them. Therefore only GEMA can issue licences for the use of your works. In order for you to grant a non-commercial licence to third parties for the non-commercial use of your works, GEMA must first transfer these rights back to you. This is done by GEMA issuing a GEMA-NC licence to you.

It should be noted that the GEMA-NC licence only reassigns those rights that are administered by GEMA. Rights of third parties, e.g. neighbouring or related rights in a recording of the work, remain unaffected by the licensing through GEMA. You or the third parties using your works must clarify them independently prior to using them. Furthermore, the moral rights of the author must not be violated. Changes to a work must in particular meet the possible requirements of sections 14 and 39 UrhG.

4. Do I have to pay anything to GEMA for the GEMA-NC licence?

No. The GEMA-NC licence is free of charge.

5. If there are other entitled persons involved in the selected works, I need their consent. Why?

Granting a non-commercial licence for non-commercial uses and the associated waiver of licence fees for these uses can only be decided jointly by all the rightsholders involved in the works. Therefore, all participating rightsholders must jointly submit the application for a GEMA-NC licence by signing it.

6. What does the GEMA-NC licence entitle me to do?

On the one hand, the GEMA-NC licence entitles you to use the works you have selected yourself non-commercially, without having to pay anything to GEMA. On the other hand, the GEMA-NC licence entitles you to grant the selected works to third parties under a non-commercial licence for non-commercial use and thereby also to allow them to use them free of charge. You have the choice between

- granting a single-case non-commercial licence for a specific case of use to a specific user
- or granting a standardised non-commercial licence (e.g. a so-called "Jedermann/Everyone licence") for a large number of uses to an unlimited circle of users.

However, you can also restrict the standardised licence in terms of time, territory or content. In terms of content, the standardised licence can be limited

- to a specific type of use (e.g. only online uses of the works selected by the member)
- or to a specific context of use / a specific group of users

Example of the restriction to a specific context of use / group of users: A broadcasting company (or a group of broadcasting companies) regularly produces audio(visual) content in which certain works of a GEMA member are used repeatedly and which is to be published in the media library as well as on third-party platforms.

In this case, the GEMA member can apply for a standardised GEMA-NC licence, which allows visitors to the media library or the third-party platform to publish his or her music as part of the relevant content of this broadcasting company (or group of broadcasting companies) in a non-commercial blog, etc. Non-commercial uses of the musical works outside the defined context of use / content and by other users remain subject to remuneration.

In this context, it is important that the use by you or the third party

- is non-commercial (see question 7),
- does not constitute "mixed-use" (see question 8),
- is not covered by a statutory remuneration entitlement/claim (see question 9)

- and stays within the scope of the non-commercial licence you have chosen to grant to third parties (see question 10).

If the use does not meet one or more of these conditions, it is still subject to payment of licence fees to GEMA.

7. When is a use commercial and when is a use non-commercial?

Commercial usages are defined as all acts of use that are directly or indirectly aimed at a business advantage or a monetary remuneration. This includes all uses for which a pecuniary benefit is directly or indirectly obtained or sought, regardless of the type of use and the person of the beneficiary.

Non-commercial usage acts are defined as acts of use that do not fall under this definition. A non-commercial use exists, for example, in cases where:

- you make your works available on your own website for third parties to download and/or stream for free. The website may, in this context, only be aimed at promoting the awareness of the own works. It may not contain offers of other products or services or advertising for other products, services or companies that are subject to a charge.
- third parties make your work publicly available free of charge on a non-commercial website. The website may not contain any paid offers of products or services or advertising for products, services or companies.
- you have audio or audiovisual recordings made with your works, which are to be distributed free of charge and solely for the purpose of promoting your works.
- the works are used in a sound recording for charitable purposes, at a benefit concert or at a benefit event and the proceeds from the sale of the sound recording resp. tickets are used exclusively for a charitable purpose.

These examples are neither exhaustive nor legally binding. Whether a use is commercial or non-commercial must always be decided according to the circumstances of the specific case of use.

8. What is a mixed-use?

A "mixed-use" is present,

- If the works selected by you are used together with works which are administered by GEMA and for which no GEMA-NC licence has been granted,
Example: During a non-commercial live concert, works for which a GEMA-NC licence has been granted as well as works for which no GEMA-NC licence has been granted, are performed.
- and if the entire use is licensed by GEMA under a blanket licence.
Example: Blanket licensing by GEMA takes place in particular in the areas of live performance, mechanical reproduction and broadcasting.

In this case, the entire use and thus also the use of the works for which a GEMA-NC licence has been granted is subject to a licence fee payable to GEMA.

9. What are statutory remuneration entitlements?

According to the German Copyright Act (UrhG), works protected by copyright may be used in certain cases without the consent of the copyright holder. In return, the rightsholder is entitled to receive the appropriate remuneration.

Examples: Section 20b UrhG (Retransmission), section 52 UrhG (Communication to the public) and section 53 UrhG (Reproduction for private and other personal uses)

Statutory remuneration entitlements are handled by GEMA. This type of rights management remains unaffected by issuing the GEMA-NC licence and the non-commercial licence. This means that uses that fall under a statutory claim to remuneration are always subject to remuneration vis-à-vis GEMA. The reason for this is that, pursuant to Section 63a of the German Copyright Act, the rightsholder cannot waive the statutory claim to remuneration in advance. In addition, some of the statutory remuneration claims are subject to collecting society obligations, so that they can only be administered by one collecting society.

10. What does it mean that the use must remain within the scope of the non-commercial licence I selected?

In the application for a GEMA-NC licence you can choose

- whether you want to grant a single case licence for a specific non-commercial use by a specific user
- or whether you want to grant a restricted or unrestricted standardised licence for a large number of use cases to an unlimited group of users.

The use by you and the respective user must remain within the scope of the licence you have selected in order to be free of charge.

Examples: If you have applied for a single case licence for a specific website, you can only grant a non-commercial licence for that website. However, the use of the selected works on another website or in another field of use (e.g. reproduction on sound recordings) is still subject to licence fees to GEMA.

If you have applied for the granting of a single case licence for reproduction on sound recordings by a specific user and on a specific date of manufacture, you can only grant a non-commercial licence to this user for this specific date of manufacture. Reproduction by another user or on another date, on the other hand, continues to be subject to payment of licence fees to GEMA.

11. From which point in time can I use the works for non-commercial purposes and grant a non-commercial licence for non-commercial use to third parties?

As soon as you have received an e-mail from GEMA with the GEMA-NC licence.

12. From when on may third parties use my works without a fee?

Once they have received a non-commercial licence from you.

13. How long can I use the works for non-commercial purposes and grant a non-commercial licence for non-commercial use to third parties?

This depends on whether you have decided to grant a time-limited single-case licence or a time-limited standardised licence.

Example: If you have decided to grant a time-limited single case licence or standardised licence for the year 2023, a non-commercial use of your works by you and third parties is only possible in 2023 without paying any fees.

If you have decided to grant a standard licence for an unlimited period of time, the non-commercial free of charge use of your works by you and third parties is possible without any time limit and free of charge.

14. Why does the user of the works for which I have granted a non-commercial licence have to submit a corresponding notification of use to GEMA?

Only if the notification for use under a non-commercial licence is submitted, GEMA can ensure that the freedom of charge for the use is considered in the licencing resp. invoicing process.

15. How does the user receive this usage notification?

If you have decided to grant a single case licence in the application for a GEMA-NC licence, you will receive a usage notification form from GEMA which already contains all the necessary information. We kindly ask you to make this notification of use form available to the user to whom you grant the non-commercial licence for their submission to GEMA.

If, on the other hand, you have decided to grant a standardised licence (e.g. an "Everyone/Jedermann licence") and therefore do not know the specific user group of your works, the respective user must download the Notice of Use form ("Notice of Use for Use under a non-commercial License") himself/herself from the GEMA website www.gema.de/en, fill it in and submit it to GEMA. We would like to ask you to point this out when granting the standardised licence.

16. Do I receive a distribution from GEMA for the non-commercial use of the works covered by the GEMA-NC licence?

No. By applying for a GEMA-NC licence and granting a non-commercial licence, you waive your right to receive royalties from GEMA for the non-commercial use of the works you have selected to the extent specified by you therein. For this reason, GEMA cannot distribute royalties to you for these uses.