

<p style="text-align: center;">Društvo KOPRIVA, k.o. Kolodvorska ulica 7 1000 Ljubljana</p> <p>ki ga zastopa vršilec dolžnosti posloводства Nikola Sekulović (v nadaljevanju besedila: KOPRIVA)</p> <p style="text-align: center;">in</p> <p style="text-align: center;">Trgovinska zbornica Slovenije Dimičeva ulica 13 1000 Ljubljana</p> <p>ki jo zastopa mag. Marija Lah, predsednica TZS (v nadaljevanju besedila: TZS)</p> <p>dogovorijo in na podlagi 44. člena Zakona o kolektivnem upravljanju avtorske in sorodnih pravic (ZKUASP) sklenejo</p> <p style="text-align: center;">SKUPNI SPORAZUM za določitev višine nadomestil za tonsko in/ali vizualno snemanje, ki se izvrši pod pogoji privatne ali druge lastne uporabe (v nadaljevanju: sporazum)</p> <p style="text-align: center;">1. člen</p> <p>Podpisnika tega sporazuma uvodoma kot nesporno ugotavljata:</p> <ul style="list-style-type: none"> - da je KOPRIVA kolektivna organizacija, ki na podlagi dovoljenja Urada RS za intelektualno lastnino (v nadaljevanju besedila: Urad) št. 31227-9/2017-68/102 z dne 26.7.2019 (v nadaljevanju besedila: dovoljenje Urada) na območju Republike Slovenije kolektivno upravlja pravice do pravičnega nadomestila za tonsko ali vizualno snemanje, ki se vrši pod pogoji privatne in druge lastne uporabe (v nadaljevanju: nadomestilo), ki pripada avtorjem, izvajalcem, proizvajalcem fonogramov in filmskim producentom; - da Trgovinska zbornica Slovenije predstavlja reprezentativno združenje uporabnikov v smislu 44. člena ZKUASP; - da stranki na podlagi 46. člena ZKUASP sklepata skupni sporazum zaradi določitve višine nadomestil za privatno in drugo lastno reproduciranje v delu, ki se nanaša na tonsko in/ali vizualno snemanje in ki pripadajo skupno vsem imetnikom pravic, ki so upravičeni do tega nadomestila po zakonu, ki ureja avtorsko in sorodne pravice ter zaradi ureditve načinov poročanja zavezancev; - da sta stranki sporazuma pri določanju tarife upoštevali določila Zakona o avtorski in sorodnih pravicah (v nadaljevanju: ZASP) in Zakona o kolektivnem upravljanju avtorske in sorodnih pravic (v nadaljevanju: ZKUASP), zlasti določila 44., 45. in 46. člena ZKUASP. <p>Definicije pojmov</p> <p style="text-align: center;">2. člen</p> <p>Za namen tega sporazuma stranki sporazuma definirata naslednje pojme: <i>Obračunsko obdobje</i>: obdobje za katerega KOPRIVA zavezancu obračuna nadomestilo.</p>	<p style="text-align: center;">Društvo KOPRIVA, k.o. Ulica Andreja Smolnikarja 8 1241 Kamnik</p> <p>represented by the acting general manager Nikola Sekulović (hereinafter: KOPRIVA)</p> <p style="text-align: center;">and</p> <p style="text-align: center;">Chamber of Commerce of Republic of Slovenia Dimičeva ulica 13 1000 Ljubljana</p> <p>represented by the president mag. Marija Lah (hereinafter: TZS)</p> <p>have agreed and, on the basis of Article 44 of the Collective Management of Copyright and Related Rights Act, hereinafter: CMCRR) concluded a</p> <p style="text-align: center;">JOINT AGREEMENT¹ for determining the remunerations for making sound and/or visual fixations, done under the scope of private or other internal use (hereinafter: agreement)</p> <p style="text-align: center;">Article 1</p> <p>The signatories of this agreement hereby confirm that:</p> <ul style="list-style-type: none"> - KOPRIVA is a collective management organisation (hereinafter: CMO), which collectively manages the right to an equitable remuneration for making of sound or visual fixations, done under the scope of private or other internal use (hereinafter: remuneration) on the basis of the authorisation No. 31227-9/2017-68/102 from 26 July 2019 given by the Urad RS za intelektualno lastnino (Slovenian Intellectual Property Office, hereinafter: SIPO), which belongs to authors, performers, phonogram producers, and film producers; - TZS constitutes a representative association of users in the sense of Article 44 of the CMCRR); - the parties are concluding an agreement to determine the remunerations for private and other internal use in the part where it applies to making sound and/or visual fixations, whereby these remunerations belong collectively to all right holders of this right under the law, which provides for copyright and related rights, and to determine the manner of reporting by the person liable for payment; - the parties have taken into account the provisions of the Zakon o avtorski in sorodnih pravicah (the Copyright and Related Rights Act, hereinafter: CRR) and the CMCRR, particularly the provisions of Articles 44, 45, and 46 of the CMCRR). <p>Definitions</p> <p style="text-align: center;">Article 2</p> <p>For the purposes of this agreement the parties define the following terms as follows: <i>Accounting period</i>: the time period for which KOPRIVA invoices the persons liable to pay the remuneration.</p>
--	--

¹ The Slovenian version of this Joint Agreement is the only official version. The English version of this Joint Agreement is unofficial. In case of any disputes or different interpretations, the Slovenian version applies.

<p><i>Polletje</i>: čas od vključno dne 1.1. do vključno dne 30.6. v koledarskem letu (1. polletje) in čas od vključno dne 1.7. do vključno dne 31.12. v koledarskem letu (2. polletje).</p> <p><i>Računalnik</i>: vsak proizvod, ki po deklaraciji proizvajalca predstavlja namizni, prenosni ali drug računalnik, razen tablice.</p> <p><i>Mobilni telefon</i>: vsak proizvod, ki po deklaraciji proizvajalca predstavlja mobilni telefon in omogoča konzumiranje (uporabo, predvajanje, prikazovanje ipd.) tonskih in/ali vizualnih vsebin ter ima integrirano spominsko enoto.</p> <p><i>Druga nosljiva naprava</i>: vsak proizvod, ki omogoča konzumiranje (uporabo, predvajanje, prikazovanje ipd.) tonskih in/ali vizualnih vsebin, je nosljiv in ima integrirano spominsko enoto (primer: smartwatch (pametna ura), slušalke z integriranim spominom, ipd.).</p> <p><i>Tablica in druga naprava z integriranim spominom</i>:</p> <ul style="list-style-type: none"> - vsak proizvod, ki po deklaraciji proizvajalca predstavlja tablico (tablični računalnik) in - vsak proizvod, ki omogoča konzumiranje (uporabo, predvajanje, prikazovanje ipd.) tonskih in/ali vizualnih vsebin in ima integrirano spominsko enoto (primer: smartbox, media player, igralne konzole, mp3 predvajalnik, prevozna sredstva ipd.). <p><i>Trdi disk (HDD) in SSD disk</i>: vsak proizvod, ki po deklaraciji proizvajalca predstavlja trdi disk (HDD) ali Solid State Disk (SSD) in ki ni del računalnika, za katerega je posebej obračunano nadomestilo proizvajalcu računalnika;</p> <p><i>USB pomnilniška enota (USB ključ) in pomnilniška kartica</i>: tip zunanega pomnilnika, zlasti vrst USB ključ, CompactFlash (CF), Secure Digital (SD), SDHC, SDXC, MicroSD, MicroSDHC in MicroSDXC ipd.</p> <p><i>Digitalni optični mediji CD/DVD/BluRay, ipd.</i>: digitalni optični mediji, ki po deklaraciji proizvajalca omogočajo digitalni zapis tonskih in/ali vizualnih vsebin (CD, DVD, BluRay, ipd.) in so pretežno namenjeni enkratnemu zapisu vsebin.</p> <p><i>Analogni snemalniki</i>: posamezna naprava, ki po deklaraciji proizvajalca omogoča analogno snemanje tonskih vsebin (kasetofon, magnetofon in druge podobne naprave) in/ali vizualnih vsebin (videorekorder in druge podobne naprave).</p> <p><i>Digitalni snemalniki</i>:</p> <ul style="list-style-type: none"> - <i>AV zapisovalnik</i>: posamezna naprava, ki je po deklaraciji proizvajalca namenjena digitalnemu reproduciranju zlasti tonskih in/ali vizualnih vsebin (zapisovalnik CD, zapisovalnik DVD, zapisovalnik BluRay, zapisovalnik minidisk, digitalna kamera ipd.); - <i>Računalniški zapisovalnik</i>: posamezna naprava, ki po deklaraciji proizvajalca omogoča digitalno reproduciranje tonskih in/ali vizualnih vsebin (računalniška enota za zapisovanje CD, DVD, BluRay ipd.). <p><i>Analogni mediji</i>: posamezni nosilci, ki po deklaraciji proizvajalca omogočajo analogni zapis tonskih in/ali vizualnih vsebin (avdiokaseta, videokaseta, magnetofonski trak in drug podoben nosilec).</p> <p><i>Veleprodajna cena</i>: cena, po kateri proizvajalec ali uvoznik opravi prvo prodajo proizvoda.</p>	<p><i>Half year</i>: the time period from 1 January to 30 June of a calendar year (1st half year) and the time period from 1 July to 31 December of the calendar year (2nd half year).</p> <p><i>Computer</i>: any product declared by the manufacturer as a tabletop, laptop or other type of computer, except a tablet.</p> <p><i>Mobile phone</i>: any product declared by the manufacturer as a mobile phone, which allows the consumption (use, playing, presenting, etc.) of sound and/or visual content and has an integrated memory unit.</p> <p><i>Other mobile device</i>: any product, which allows the consumption (use, playing, presenting, etc.) of sound and/or visual content, is mobile and has an integrated memory unit (e.g. a smartwatch, headphones with integrated memory etc).</p> <p><i>Tablet and other device with integrated memory</i>:</p> <ul style="list-style-type: none"> - any product declared by the manufacturer as a tablet (tablet computer) and - any product, which allows the consumption (use, playing, presenting, etc.) of sound and/or visual content and has an integrated memory unit (smartbox, media player, game console, mp3 player, transport vehicle, etc.) <p><i>Hard disk (HDD) and SSD</i>: any product declared by the manufacturer as a hard disk (HDD) or a solid-state disk (SSD) that is not a part of a computer, for which the remuneration has been invoiced to the manufacturer directly.</p> <p><i>USB memory unit (USB key) and memory card</i>: any type of external memory unit, particularly USB keys, CompactFlash (CF), Secure Digital (SD), SDHC, SDXC, MicroSD, MicroSDHC and MicroSDXC, etc.</p> <p><i>Digital optic media (CD, DVD, BluRay, etc.)</i>: digital optic media, which according to the manufacturer declaration allow for making a digital record of sound and/or visual content (CD, DVD, BluRay, etc.) and are primarily used for single recording use.</p> <p><i>Analogue recorders</i>: an individual device, which according to the manufacturer declaration allows for making an analogue record of sound content (cassette player, tape recorder and other similar devices) and/or visual content (video recorder and other similar devices).</p> <p><i>Digital recorders</i>:</p> <ul style="list-style-type: none"> - <i>AV recorder</i>: an individual device, which is intended according to the manufacturer declaration for digital reproduction, particularly of sound and/or visual content (CD writer, DVD writer, BluRay writer, minidisc writer, digital camera, etc.) - <i>Computer recorder</i>: an individual device, which according to the manufacturer declaration allows digital reproduction of sound and/or visual content (computer writer for CDs, DVDs, BluRays, etc.) <p><i>Analogue media</i>: individual mediums, which according to the manufacturer declaration allow analogue recording of sound and/or visual content onto them (audiocassette, videocassette, magnetic tape and other similar media).</p> <p><i>Wholesale price</i>: the price under which the manufacturer or the importer make the first sale of the product.</p>
---	--

Zavezanci	Persons liable for payment																																																																
<p style="text-align: center;">3. člen</p> <p>Stranki sporazuma sta soglasni, da so v skladu z veljavno zakonodajo zavezanci za plačilo nadomestila proizvajalci naprav za tonsko in/ali vizualno snemanje in proizvajalci praznih nosilcev zvoka in/ali slike. Poleg proizvajalcev so solidarno zavezani tudi uvozniki naprav in nosilcev, razen če je uvoz namenjen za privatno in nekomercialno uporabo kot del njihove osebne prtljage.</p> <p>Zavezanci iz prejšnjega odstavka, ki predložijo ustrezna dokazila, niso zavezanci za plačilo nadomestila:</p> <p>a) za tiste naprave oziroma nosilce, ki se izvažajo;</p> <p>b) za tiste naprave oziroma nosilce, ki jih prvič prodajo ali uvozijo za:</p> <ul style="list-style-type: none"> - komercialno reproduciranje avtorskih del, pri katerem je treba pridobiti dovoljenje imetnikov pravic, ali - reproduciranje avtorskih del v korist invalidnih oseb, če je neposredno povezano z njihovo invalidnostjo. <p>Skladno z 2. odstavkom 37. člena ZASP se nadomestilo plačuje pri prvi prodaji ali uvozu novih naprav za tonsko in vizualno snemanje, in pri prvi prodaji ali uvozu novih praznih nosilcev zvoka ali slike.</p>	<p style="text-align: center;">Article 3</p> <p>The parties agree that in accordance with the legislation the persons liable to pay the remuneration are the manufacturers of devices for sound and/or visual reproduction, and the manufacturers of blank audio and/or video fixation media. Jointly liable with manufacturers are importers of such devices and media, unless such imports are intended for private and non-commercial use, as part of their personal luggage.</p> <p>The persons liable from the previous Paragraph, which submit appropriate proof, are not liable to pay the remuneration:</p> <p>a) for those devices or media, which are being exported;</p> <p>b) for those devices and media, which are sold or imported for the first time for the purposes:</p> <ul style="list-style-type: none"> - of commercial reproduction of copyright works, where an authorization is required from the right holder, or - of reproduction of copyright works for the benefit of persons with disabilities, when it is directly connected to their disability. <p>According to Paragraph 2 of Article 37 of the CRRA the remuneration shall be paid upon the first sale or first import of new devices for sound and/or visual fixation, and upon the first sale or first import of new blank audio and/or video fixation media.</p>																																																																
<p style="text-align: center;">4. člen</p> <p>Tarifa se določa za posameznega zavezanca za vsak posamezen proizvod (napravo ali nosilec), določen v nadaljevanju.</p> <p>Tarifa se pri določenih proizvodih določa upošteva veleprodajno ceno, oziroma pri določenih proizvodih upošteva velikost spomina ali snemalni čas, oziroma pri določenih proizvodih kot pavšalni znesek glede na posamezno enoto, kot je to določeno v nadaljevanju sporazuma.</p>	<p style="text-align: center;">Article 4</p> <p>The tariff is set for each individual person liable and for each individual product (device or medium) as follows below.</p> <p>The tariff for certain products is based on the wholesale price, for certain others on the basis of memory capacity, and for certain others as a flat fee, as follows below.</p>																																																																
<p>Tarifa - nadomestilo</p>	<p>The tariff - remuneration</p>																																																																
<p style="text-align: center;">5. člen</p>	<p style="text-align: center;">Article 5</p>																																																																
<p>Računalnik</p> <table border="1" data-bbox="220 1332 762 1780"> <thead> <tr> <th></th> <th>Obračunska osnova</th> <th>Nadomestilo (v EUR)</th> <th>Nadomestilo (v EUR)</th> </tr> </thead> <tbody> <tr> <td>Šifra</td> <td>Veleprodajna cena</td> <td>od 1.7.2019 do 30.6.2020</td> <td>od 1.7.2020 in naprej</td> </tr> <tr> <td>A1</td> <td>do 300 €</td> <td>3,20</td> <td>4,00</td> </tr> <tr> <td>A2</td> <td>nad 300 € do 600 €</td> <td>4,70</td> <td>5,25</td> </tr> <tr> <td>A3</td> <td>nad 600 € do 900 €</td> <td>6,20</td> <td>6,20</td> </tr> <tr> <td>A4</td> <td>nad 900 € do 1.200 €</td> <td>8,20</td> <td>8,20</td> </tr> <tr> <td>A5</td> <td>nad 1.200 € do 1.500 €</td> <td>10,20</td> <td>10,20</td> </tr> <tr> <td>A6</td> <td>nad 1.500 €</td> <td>12,20</td> <td>12,20</td> </tr> </tbody> </table>		Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)	Šifra	Veleprodajna cena	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej	A1	do 300 €	3,20	4,00	A2	nad 300 € do 600 €	4,70	5,25	A3	nad 600 € do 900 €	6,20	6,20	A4	nad 900 € do 1.200 €	8,20	8,20	A5	nad 1.200 € do 1.500 €	10,20	10,20	A6	nad 1.500 €	12,20	12,20	<p>Computer</p> <table border="1" data-bbox="817 1332 1385 1780"> <thead> <tr> <th></th> <th>Basis</th> <th>Remuneration (in EUR)</th> <th>Remuneration (in EUR)</th> </tr> </thead> <tbody> <tr> <td>Code</td> <td>Wholesale price</td> <td>from 1 July 2019 to 30 June 2020</td> <td>from 1 July 2020 onwards</td> </tr> <tr> <td>A1</td> <td>up to 300 €</td> <td>3,20</td> <td>4,00</td> </tr> <tr> <td>A2</td> <td>above 300 € to 600 €</td> <td>4,70</td> <td>5,25</td> </tr> <tr> <td>A3</td> <td>above 600 € to 900 €</td> <td>6,20</td> <td>6,20</td> </tr> <tr> <td>A4</td> <td>above 900 € to 1.200 €</td> <td>8,20</td> <td>8,20</td> </tr> <tr> <td>A5</td> <td>above 1.200 € to 1.500 €</td> <td>10,20</td> <td>10,20</td> </tr> <tr> <td>A6</td> <td>above 1.500 €</td> <td>12,20</td> <td>12,20</td> </tr> </tbody> </table>		Basis	Remuneration (in EUR)	Remuneration (in EUR)	Code	Wholesale price	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards	A1	up to 300 €	3,20	4,00	A2	above 300 € to 600 €	4,70	5,25	A3	above 600 € to 900 €	6,20	6,20	A4	above 900 € to 1.200 €	8,20	8,20	A5	above 1.200 € to 1.500 €	10,20	10,20	A6	above 1.500 €	12,20	12,20
	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)																																																														
Šifra	Veleprodajna cena	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej																																																														
A1	do 300 €	3,20	4,00																																																														
A2	nad 300 € do 600 €	4,70	5,25																																																														
A3	nad 600 € do 900 €	6,20	6,20																																																														
A4	nad 900 € do 1.200 €	8,20	8,20																																																														
A5	nad 1.200 € do 1.500 €	10,20	10,20																																																														
A6	nad 1.500 €	12,20	12,20																																																														
	Basis	Remuneration (in EUR)	Remuneration (in EUR)																																																														
Code	Wholesale price	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards																																																														
A1	up to 300 €	3,20	4,00																																																														
A2	above 300 € to 600 €	4,70	5,25																																																														
A3	above 600 € to 900 €	6,20	6,20																																																														
A4	above 900 € to 1.200 €	8,20	8,20																																																														
A5	above 1.200 € to 1.500 €	10,20	10,20																																																														
A6	above 1.500 €	12,20	12,20																																																														
<p>Mobilni telefon</p> <table border="1" data-bbox="220 1892 762 2020"> <thead> <tr> <th></th> <th>Obračunska osnova</th> <th>Nadomestilo (v EUR)</th> <th>Nadomestilo (v EUR)</th> </tr> </thead> <tbody> <tr> <td>Šifra</td> <td>Veleprodajna cena</td> <td>od 1.7.2019 do 30.6.2020</td> <td>od 1.7.2020 in naprej</td> </tr> </tbody> </table>		Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)	Šifra	Veleprodajna cena	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej	<p>Mobile phone</p> <table border="1" data-bbox="817 1892 1385 2020"> <thead> <tr> <th></th> <th>Basis</th> <th>Remuneration (in EUR)</th> <th>Remuneration (in EUR)</th> </tr> </thead> <tbody> <tr> <td>Code</td> <td>Wholesale price</td> <td>from 1 July 2019 to 30 June 2020</td> <td>from 1 July 2020 onwards</td> </tr> </tbody> </table>		Basis	Remuneration (in EUR)	Remuneration (in EUR)	Code	Wholesale price	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards																																																
	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)																																																														
Šifra	Veleprodajna cena	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej																																																														
	Basis	Remuneration (in EUR)	Remuneration (in EUR)																																																														
Code	Wholesale price	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards																																																														

B1	do 200 €	3,20	4,00
B2	nad 200 € do 400 €	4,70	5,25
B3	nad 400 € do 600 €	6,20	6,20
B4	nad 600 € do 800 €	8,20	8,20
B5	nad 800 € do 1.000 €	10,20	10,20
B6	nad 1.000 €	12,20	12,20

Druga nosljiva naprava

	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)
Šifra	Veleprodajna cena	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej
C1	do 200 €	3,20	4,00
C2	nad 200 € do 400 €	4,70	5,25
C3	nad 400 € do 600 €	6,20	6,20
C4	nad 600 € do 800 €	8,20	8,20
C5	nad 800 € do 1.000 €	10,20	10,20
C6	nad 1.000 €	12,20	12,20

**Tablica in druga naprava z integriranim
spominom**

	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)
Šifra	Veleprodajna cena	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej
D1	do 200 €	3,20	4,00
D2	nad 200 € do 400 €	4,70	5,25
D3	nad 400 € do 600 €	6,20	6,20
D4	nad 600 € do 800 €	8,20	8,20
D5	nad 800 € do 1.000 €	10,20	10,20
D6	nad 1.000 €	12,20	12,20

Trdi disk (HDD) in SSD disk

	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)
Šifra	Spominska zmogljivost	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej
E1	do 256 GB	0,50	0,70
E2	do 1 TB	0,75	1,13
E3	do 3 TB	1,00	1,60
E4	do 5 TB	2,00	2,35
E5	do 10 TB	4,00	5,00
E6	nad 10 TB	7,00	8,00

B1	up to 200 €	3,20	4,00
B2	above 200 € to 400 €	4,70	5,25
B3	above 400 € to 600 €	6,20	6,20
B4	above 600 € to 800 €	8,20	8,20
B5	above 800 € to 1.000 €	10,20	10,20
B6	above 1.000 €	12,20	12,20

Other mobile device

	Basis	Remuneration (in EUR)	Remuneration (in EUR)
Code	Wholesale price	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards
C1	up to 200 €	3,20	4,00
C2	above 200 € to 400 €	4,70	5,25
C3	above 400 € to 600 €	6,20	6,20
C4	above 600 € to 800 €	8,20	8,20
C5	above 800 € to 1.000 €	10,20	10,20
C6	above 1.000 €	12,20	12,20

**Tablet and other device with integrated
memory**

	Basis	Remuneration (in EUR)	Remuneration (in EUR)
Code	Wholesale price	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards
D1	up to 200 €	3,20	4,00
D2	above 200 € to 400 €	4,70	5,25
D3	above 400 € to 600 €	6,20	6,20
D4	above 600 € to 800 €	8,20	8,20
D5	above 800 € to 1.000 €	10,20	10,20
D6	above 1.000 €	12,20	12,20

Hard disk (HDD) and SSD

	Basis	Remuneration (in EUR)	Remuneration (in EUR)
Code	Memory capacity	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards
E1	do 256 GB	0,50	0,70
E2	do 1 TB	0,75	1,13
E3	do 3 TB	1,00	1,60
E4	do 5 TB	2,00	2,35
E5	do 10 TB	4,00	5,00
E6	nad 10 TB	7,00	8,00

USB pomnilniška enota (USB ključ) in pomnilniška kartica

	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)
Šifra	Spominska zmogljivost	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej
F1	do 16 GB	0,10	0,13
F2	do 32 GB	0,15	0,25
F3	do 64 GB	0,25	0,45
F4	do 128 GB	0,50	0,75
F5	nad 128 GB	1,00	1,50

Digitalni optični mediji

	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)
Šifra	Format	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej
G1	CD	0,01	0,01
G2	DVD	0,02	0,02
G3	Bluray	0,10	0,10
G4	Drug podoben format	0,10	0,10

Analogni mediji

	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)
Šifra	Format	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej
H1	Nosilec tonskih in/ali vizualnih vsebin	0,19	0,19

Digitalni snemalniki

	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)
Šifra	Format	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej
J1	AV zapisovalnik	6,26	6,26
J2	Računalniški zapisovalnik	0,83	0,83

Analogni snemalniki

	Obračunska osnova	Nadomestilo (v EUR)	Nadomestilo (v EUR)
Šifra	Format	od 1.7.2019 do 30.6.2020	od 1.7.2020 in naprej
K1	Naprava za tonsko snemanje	0,50	0,50
K2	Naprava za vizualno snemanje	3,76	3,76

USB memory unit (USB key) and memory card

	Basis	Remuneration (in EUR)	Remuneration (in EUR)
Code	Memory capacity	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards
F1	up to 16 GB	0,10	0,13
F2	up to 32 GB	0,15	0,25
F3	up to 64 GB	0,25	0,45
F4	up to 128 GB	0,50	0,75
F5	above 128 GB	1,00	1,50

Digital optic media

	Basis	Remuneration (in EUR)	Remuneration (in EUR)
Code	Format	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards
G1	CD	0,01	0,01
G2	DVD	0,02	0,02
G3	Bluray	0,10	0,10
G4	Other similar format	0,10	0,10

Analogue media

	Format	Remuneration (in EUR)	Remuneration (in EUR)
Code	Wholesale price	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards
H1	Sound and/or visual medium	0,19	0,19

Digital recorders

	Basis	Remuneration (in EUR)	Remuneration (in EUR)
Code	Format	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards
J1	AV writer	6,26	6,26
J2	Computer writer	0,83	0,83

Analogue recorders

	Basis	Remuneration (in EUR)	Remuneration (in EUR)
Code	Format	from 1 July 2019 to 30 June 2020	from 1 July 2020 onwards
K1	Sound recording device	0,50	0,50
K2	Visual recording device	3,76	3,76

K3	Naprava za tonsko in vizualno snemanje	6,26	6,26	K3	Sound and visual recording device	6,26	6,26																																																												
Revalorizacija in prevrednotenje spominskih vrednosti				Revaluation of the remuneration and of the memory capacity																																																															
6. člen				Article 6																																																															
Denarne vrednosti zneskov obračunskih osnov in zneskov nadomestil iz 5. člena tega sporazuma se letno usklajujejo s povprečnim indeksom rasti cen življenjskih potrebščin, ki ga objavlja Statistični urad RS za preteklo leto. Revalorizacija se opravi na način, da se zneski za posamezno leto iz tabel v 5. členu revalorizirajo na dan 1. 1. leta, na katerega se znesek nanaša, glede na dan 1. 1. predhodnega leta.				The monetary values of the invoicing bases and of the remunerations from Article 5 of this agreement shall be annually revalued to reflect the average index of the growth of prices of consumer goods, which is reported annually by the Statistični urad RS (the Slovenian Statistical Office) for the past year. The revaluation shall be done in January of each current year by revaluating the monetary values from individual tables in Article 5, which were valid on 1 January the previous year. The new monetary values shall be valid from 1 January of the current year.																																																															
Vrednosti tipičnih razredov spominskih zmogljivosti posameznih kategorij proizvodov kot obračunskih osnov šifre E in šifre F iz 5. člena tega sporazuma (npr. 16GB, 32GB, 128GB, 256GB, 1TB, ipd., v nadaljevanju: tipične zmogljivosti) se letno usklajujejo z evropskim trendom rasti na način, da se na podlagi relevantne letne analize za vsako posamično kategorijo proizvodov:				The numerical values of memory capacity classes of individual product categories, which represent the basis for the calculation of the remuneration, under the codes E and F from Article 5 of this agreement (e.g. 16 GB, 32 GB, 128 GB, 256 GB, 1 TB, etc.; hereinafter: typical capacities) shall be annually revalued to reflect the European trend of growth. On the basis of a relevant annual analysis the following criteria shall be determined for each individual product category:																																																															
<ul style="list-style-type: none"> - ugotovijo tržni deleži tipičnih zmogljivosti - sestavi lestvica tipičnih zmogljivosti od najnižje do najvišje vrednosti s pripadajočimi kumulativnimi seštevki tržnih deležev - določi prag v višini 60% kumulativnega seštevka tržnih deležev kot meja za opredelitev primarnega razreda spominske zmogljivosti 				<ul style="list-style-type: none"> - the market shares of typical capacities, - a scale of typical capacities from smallest to largest along with the respective cumulative sum of market shares, - a threshold of 60% of the cumulative sum of market shares as a benchmark of the primary class of typical capacity. 																																																															
Prag iz prejšnjega odstavka v času podpisa tega sporazuma presegata tipične zmogljivosti 1 TB za proizvode šifre E ter 32 GB za proizvode šifre F (primarna razreda spominske zmogljivosti). Ko bosta prag iz prejšnjega odstavka presegli tipični zmogljivosti 3 TB za proizvode šifre E ter 64 GB za proizvode šifre F, se bodo tipični razredi preoblikovali na naslednji način:				The threshold from the previous Paragraph at the time of signing of this agreement is exceeded by the typical capacity of 1 TB for products under code E, and 32 GB for products under code F (primary classes of memory capacity). When the threshold from the previous Paragraph is exceeded by the typical capacity of 3 TB for products under code E, and 64 GB for products under code F, the typical classes shall be revalued as follows:																																																															
<table border="1"> <thead> <tr> <th></th> <th>Obr. osnova</th> </tr> <tr> <th>Šifra</th> <th>Spom. zmogljivost</th> </tr> </thead> <tbody> <tr> <td>E1</td> <td>do 1 TB</td> </tr> <tr> <td>E2</td> <td>do 3 TB</td> </tr> <tr> <td>E3</td> <td>do 5 TB</td> </tr> <tr> <td>E4</td> <td>do 10 TB</td> </tr> <tr> <td>E5</td> <td>do 15 TB</td> </tr> <tr> <td>E6</td> <td>nad 15 TB</td> </tr> </tbody> </table>			Obr. osnova	Šifra	Spom. zmogljivost	E1	do 1 TB	E2	do 3 TB	E3	do 5 TB	E4	do 10 TB	E5	do 15 TB	E6	nad 15 TB	<table border="1"> <thead> <tr> <th></th> <th>Obr. osnova</th> </tr> <tr> <th>Šifra</th> <th>Spom. zmogljivost</th> </tr> </thead> <tbody> <tr> <td>F1</td> <td>do 32 GB</td> </tr> <tr> <td>F2</td> <td>do 64 GB</td> </tr> <tr> <td>F3</td> <td>do 128 GB</td> </tr> <tr> <td>F4</td> <td>do 256 GB</td> </tr> <tr> <td>F5</td> <td>nad 256 GB</td> </tr> </tbody> </table>			Obr. osnova	Šifra	Spom. zmogljivost	F1	do 32 GB	F2	do 64 GB	F3	do 128 GB	F4	do 256 GB	F5	nad 256 GB	<table border="1"> <thead> <tr> <th></th> <th>Basis</th> </tr> <tr> <th>Code</th> <th>Memory capacity</th> </tr> </thead> <tbody> <tr> <td>E1</td> <td>up to 1 TB</td> </tr> <tr> <td>E2</td> <td>up to 3 TB</td> </tr> <tr> <td>E3</td> <td>up to 5 TB</td> </tr> <tr> <td>E4</td> <td>up to 10 TB</td> </tr> <tr> <td>E5</td> <td>up to 15 TB</td> </tr> <tr> <td>E6</td> <td>above 15 TB</td> </tr> </tbody> </table>			Basis	Code	Memory capacity	E1	up to 1 TB	E2	up to 3 TB	E3	up to 5 TB	E4	up to 10 TB	E5	up to 15 TB	E6	above 15 TB	<table border="1"> <thead> <tr> <th></th> <th>Basis</th> </tr> <tr> <th>Code</th> <th>Memory capacity</th> </tr> </thead> <tbody> <tr> <td>F1</td> <td>up to 32 GB</td> </tr> <tr> <td>F2</td> <td>up to 64 GB</td> </tr> <tr> <td>F3</td> <td>up to 128 GB</td> </tr> <tr> <td>F4</td> <td>up to 256 GB</td> </tr> <tr> <td>F5</td> <td>above 256 GB</td> </tr> </tbody> </table>			Basis	Code	Memory capacity	F1	up to 32 GB	F2	up to 64 GB	F3	up to 128 GB	F4	up to 256 GB	F5	above 256 GB
	Obr. osnova																																																																		
Šifra	Spom. zmogljivost																																																																		
E1	do 1 TB																																																																		
E2	do 3 TB																																																																		
E3	do 5 TB																																																																		
E4	do 10 TB																																																																		
E5	do 15 TB																																																																		
E6	nad 15 TB																																																																		
	Obr. osnova																																																																		
Šifra	Spom. zmogljivost																																																																		
F1	do 32 GB																																																																		
F2	do 64 GB																																																																		
F3	do 128 GB																																																																		
F4	do 256 GB																																																																		
F5	nad 256 GB																																																																		
	Basis																																																																		
Code	Memory capacity																																																																		
E1	up to 1 TB																																																																		
E2	up to 3 TB																																																																		
E3	up to 5 TB																																																																		
E4	up to 10 TB																																																																		
E5	up to 15 TB																																																																		
E6	above 15 TB																																																																		
	Basis																																																																		
Code	Memory capacity																																																																		
F1	up to 32 GB																																																																		
F2	up to 64 GB																																																																		
F3	up to 128 GB																																																																		
F4	up to 256 GB																																																																		
F5	above 256 GB																																																																		
Enaka metodologija se smiselno uporabi za nadaljnja presejanja praga iz 2. odstavka tega člena.				The same methodology principle shall be employed for future occurrences of exceeding the threshold from Paragraph 2 of this Article.																																																															
Za ugotavljanje tržnih deležev ter za določitev primarnih razredov spominske zmogljivosti v letih 2019 in 2020 stranki določita letno analizo raziskovalne organizacije FutureSource z datumom 12/2018.				For the purposes of establishing the market shares and define the primary classes of memory capacity in the years 2019 and 2020 the parties have decided to use the annual analysis of the research organisation FutureSource, dated on December 2018.																																																															
Prevrednotenje razredov spominskih zmogljivosti po 2. odstavku tega člena ugotavljata predstavnika za spremljanje izvajanja tega sporazuma, po potrebi v sodelovanju s pristojno delovno skupino, na podlagi zadnje razpoložljive analize FutureSource ali druge primerljive analize. Strošek nakupa analize v višini do 1.200,00 EUR (+DDV) krije KOPRIVA.				The revaluation of the memory capacity classes according to Paragraph 2 of this Article shall be done by the representatives for executing of this agreement in co-operation with a relevant working group, if needed, on the basis of the last available analysis of FutureSource or other comparable analysis. The cost of the analysis in the sum of up to 1,200.00 EUR (plus VAT) shall be covered by KOPRIVA.																																																															

<p>KOPRIVA bo revalorizirane oziroma prevrednotene vrednosti po tem členu po vsakokratni revalorizaciji objavila v Uradnem listu RS in začno revalorizirane vrednosti veljati z naslednjim polletjem po objavi v Uradnem listu RS.</p> <p>Revalorizacija in prevrednotenja spominskih vrednosti po tem členu se prvič izvedejo na dan 1. 1. 2021 glede na preteklo leto.</p>	<p>After each revaluation according to this Article KOPRIVA shall publish the revalued monetary and numerical values in the Uradni list RS (the Official Gazette of the Republic of Slovenia, hereinafter: Official Gazette). The values shall come into force with the first half year after the publication in the Official Gazette.</p> <p>The revaluation of monetary values of the remunerations and of the numerical values of memory capacity shall be executed for the first time on 1 January 2021 according to the previous year.</p>
<p>Okoliščine uporabe zaradi katerih se plačilo nadomestila zniža</p> <p style="text-align: center;">7. člen</p> <p>Posameznemu zavezancu se priznavajo naslednja znižanja nadomestila, določenega v skladu s 5. členom tega sporazuma:</p> <ol style="list-style-type: none"> a) 5% znižanje nadomestila v primeru ureditve razmerja s KOPRIVO s sklenitvijo individualne pogodbe pod pogoji iz tega sporazuma, od podpisa individualne pogodbe dalje in za čas veljavnosti individualne pogodbe; b) 5% znižanje nadomestila, v kolikor zavezanec KOPRIVI poda soglasje v individualni pogodbi, za pridobitev njegovih podatkov za preverjanje poročil iz verodostojnih evidenc; c) 5% znižanje nadomestila v primeru pogodbeno dogovorjenega mesečnega poročanja in mesečnega plačila nadomestila; d) 5% znižanje nadomestila za izpolnitev obveznosti poročanja na način in v obrazcih, ki jih določi KOPRIVA. 	<p>Circumstances for the application of discounts to the remuneration</p> <p style="text-align: center;">Article 7</p> <p>If the conditions stated below are met, the following discount shall be given to individual person liable:</p> <ol style="list-style-type: none"> a) if the person liable concludes a contract with KOPRIVA under the conditions of this agreement, a 5% discount shall be given from the date of the signing of the contract until the contract remains valid; b) if the person liable gives consent as part of an individual contract for KOPRIVA to access its data from relevant databases for the purposes of inspecting the validity of its reports, a 5% discount shall be given; c) if the person liable agrees to a monthly reporting and monthly payment schedule, a 5% discount shall be given; d) if the person liable reports in the manner and on the forms defined by KOPRIVA, a 5% discount shall be given.
<p>Če bo proizvod kategorije pod šifro E iz 5. člena tega sporazuma (HDD in SSD), za katerega je uvoznik že plačal nadomestilo ob uvozu, pozneje vgrajen v proizvod kategorije pod šifro A iz 5. člena tega sporazuma (računalnik), se proizvajalcu računalnika ob prvi prodaji in obračunu nadomestila prizna znižanje v višini že plačanega nadomestila za proizvod pod šifro E iz 5. člena tega sporazuma.</p> <p style="text-align: center;">8. člen</p> <p>Odstotki znižanj iz 7. člena se med seboj ne izključujejo in se seštevajo pred apliciranjem na višino nadomestila, določenega v skladu s 5. členom tega sporazuma.</p>	<p>If a product from the category under code E from Article 5 of this agreement (a HDD and SSD), for which the importer has already paid the remuneration upon the import, is later built into a product from category under code A from Article 5 of this agreement (a computer), the manufacturer of the computer shall be given a discount at the moment of the remuneration invoicing of the first sale in the sum of the already paid remuneration for the product under code E from Article 5 of this agreement.</p> <p style="text-align: center;">Article 8</p> <p>The discount percentages from Article 7 do not exclude one another and are added to each other before being applied to the sum of remunerations set in Article 5 of this agreement.</p>
<p>Poročanje</p> <p style="text-align: center;">9. člen</p> <p>Zavezanec je dolžan posredovati vse relevantne podatke za odmero nadomestila, kot tudi vsakršne spremembe, ki bi lahko vplivale na odmero višine in na plačilo nadomestila, zlasti pa:</p> <ul style="list-style-type: none"> - obdobje na katerega se posredovani podatki nanašajo - vrsta in tip proizvoda - znamka proizvoda oziroma proizvajalec - veleprodajna cena proizvoda oziroma spominska zmogljivost proizvoda - število prodanih oziroma število uvoženih proizvodov - navedba modela proizvoda* <p>*podatek ni obvezen, če bi bilo pridobivanje teh podatkov povezano z nesorazmernimi stroški za zavezanca.</p> <p>Zavezanec je dolžan KOPRIVI pisno posredovati podatke najkasneje 25 dan po izteku polletja oziroma najkasneje 25 dan po izteku</p>	<p>Reporting</p> <p style="text-align: center;">Article 9</p> <p>The person liable is obliged to submit all relevant information for the purpose of calculation the remuneration along with all other changes, which could influence the calculation and the payment of the remuneration, in particular the following:</p> <ul style="list-style-type: none"> - the time period for which the report is submitted, - the kind and type of the product, - the brand or the manufacturer of the product, - the wholesale price or the memory capacity of the product - the number of sold or imported products, - the model of the product* <p>*this information is not obligatory, if it would incur disproportionate costs for the person liable.</p> <p>The person liable is obliged to send the data to KOPRIVA in written form and no later than on the 25th day after the half year is concluded or no later than on the 25th day after the month is</p>

<p>posameznega meseca, če je med KOPRIVO in zavezancem dogovorjeno mesečno poročanje/posredovanje podatkov.</p> <p style="text-align: center;">10. člen</p> <p>V kolikor zavezanec podatkov pravočasno ne posreduje, ni upravičen do popustov (znižanj nadomestila) iz tega sporazuma za obračunsko obdobje, na katero se posredovani podatki nanašajo.</p> <p>Zavezanec prav tako ni upravičen do kakršnih koli znižanj iz tega sporazuma v kolikor se izkaže, da so posredovani podatki napačni oziroma neresnični in odstopajo za 4 ali več odstotkov od dejanskega stanja v škodo KOPRIVE. Morebitna že upoštevana znižanja za sporno obračunsko obdobje ne veljajo in je zavezanec dolžan doplačati nadomestilo za sporno obračunsko obdobje do polnega zneska nadomestila.</p> <p>V kolikor zavezanec kljub pozivu KOPRIVE v roku 5 delovnih dni od prejema poziva podatkov ne posreduje, oziroma posreduje podatke, ki so za obračun nadomestila pomanjkljivi, KOPRIVA zavezancu za vsako obračunsko obdobje, ko podatki niso posredovani, oziroma so podatki pomanjkljivi, odmeri dvakratnik nadomestila določenega v skladu s 5. členom tega sporazuma. V kolikor zavezanec dokaže v svojem odgovoru na poziv za posredovanje podatkov, da so bili podatki ustrezno posredovani in točni, KOPRIVA ni upravičena do zvišanja nadomestila iz prejšnjega stavka. V primeru, da se na podlagi ugotovljenih podatkov ugotovi, da je zavezanec plačal višje nadomestilo kot izhaja iz 5. člena tega sporazuma, se zavezancu vrne razlika v roku 30 dni od dneva ugotovitve podatkov ali se izvede poračun pri naslednjem obračunu nadomestila.</p> <p>Rok in način plačila nadomestila</p>	<p>concluded, if the person liable and KOPRIVA have agreed to a monthly reporting schedule.</p> <p style="text-align: center;">Article 10</p> <p>If the person liable does not submit the report in due time, the discount from in this agreement shall not be given for the time period to which the report pertains.</p> <p>If the data from the reports are false for 4% or more to the detriment of KOPRIVA, the discounts from this agreement shall not be given. Potential discounts that have already been given for the period for which the reports were false are not considered valid and the is liable to pay a surcharge for the contested period up to the full value of the remuneration without discounts.</p> <p>If the person liable does not submit the data to KOPRIVA in 5 days after receiving a written request from KOPRIVA, or if he submits incomplete data, KOPRIVA shall invoice such a subject double the amount of the remunerations from Article 5 of this agreement for every period for which it has not received the data or has received incomplete data. If the person liable proves that the data were submitted properly and accurately, KOPRIVA is not entitled to the double remuneration. If it is discovered that the person liable has paid a higher remuneration than that from Article 5 of this agreement, the difference shall be returned to the person liable in 30 days after the discovery or, alternatively, the difference shall be taken into account at the next invoicing.</p> <p>Due dates and manners of payment</p>
<p style="text-align: center;">11. člen</p> <p>Nadomestilo se plačuje skladno s podpisano pogodbo z rokom valute, ki ne sme presegati 30 dni.</p> <p>V primeru, da zavezanec s KOPRIVO pogodbe ne sklene, se nadomestilo po tarifi iz tega sporazuma obračuna polletno v skladu z ZKUASP in skladno s tem sporazumom, z rokom valute ki ne sme presegati 30 dni.</p> <p>Prehodne in končne določbe</p>	<p style="text-align: center;">Article 11</p> <p>The remuneration shall be paid in accordance with the contract with the due date no longer than 30 days from invoicing.</p> <p>If the person liable does not conclude a contract with KOPRIVA, the remuneration from the tariff in this agreement shall be invoiced on a half-yearly schedule according to the CMCRRRA and this agreement with a due date no longer than 30 days from invoicing.</p> <p>Transitional and final provisions</p>
<p style="text-align: center;">12. člen</p> <p>Za predstavnika spremljanja izvajanja tega sporazuma se določita osebi, ki pri podpisnikih pokrivata delovno področje tega sporazuma. Stranke sporazuma se zavežejo o spremembi predstavnika spremljanja izvajanja tega sporazuma drugo stranko obvestiti najkasneje v roku 15 dni od nastanka spremembe.</p>	<p style="text-align: center;">Article 12</p> <p>The representatives for the execution of this agreement shall be the persons, which cover the subject of this agreement at each of the parties of the agreement. The parties agree to notify each other at any change of the representative no later than 15 days after such a change occurs.</p>
<p style="text-align: center;">13. člen</p> <p>Podpisniki tega sporazuma soglašata, da sporazum začne veljati 15 dan po objavi v Uradnem listu RS, uporablja pa se za namen izvajanja tega sporazuma za obračun 2. polletja 2019 in dalje.</p> <p>Do sklenitve novega skupnega sporazuma, morebitne spremembe ali dopolnitve sporazuma, ali določitve tarife s pravnomočno odločbo, se uporablja ta sporazum.</p> <p>KOPRIVA v 8 dneh po objavi tega sporazuma v Uradnem listu RS pozove zavezanec, katerih poročila niso bila oddana v skladu s tem sporazumom, k oddaji poročila, skladno s tem sporazumom.</p>	<p style="text-align: center;">Article 13</p> <p>The signatories agree that this agreement comes into force on the 15th day after publication in the Official Gazette and is used for the purposes of invoicing the remuneration from and including the 2nd half year of 2019 and onwards.</p> <p>This agreement shall be used until a new agreement is concluded, an amendment or supplementation of this agreement is made, or a decision of a relevant body on the tariff comes into force.</p> <p>In 8 days after the publication of this agreement in the Official Gazette KOPRIVA shall send requests for correct reports according to this agreement to all persons liable that have previously sent reports which are not in line with the provisions of this agreement and ask for their amendment in line with this agreement.</p>

<p style="text-align: center;">14. člen</p> <p>Podpisniki tega sporazuma soglašata, da se zavezancem, ki podpišejo individualno pogodbo s KOPRIVO in plačajo nadomestilo za prvo obračunsko obdobje (2. polletje 2019) v roku 30 dni od začetka veljavnosti tega sporazuma, prizna dodatno 5% znižanje za čas veljavnosti individualne pogodbe. Enak popust velja za zavezanca, ki podpišejo individualno pogodbo s KOPRIVO v roku 30 dni od začetka opravljanja dejavnosti proizvodnje oziroma uvoza naprav in/ali nosilcev, če je dejavnost zavezanec začel opravljati po začetku veljavnosti sporazuma.</p>	<p style="text-align: center;">Article 14</p> <p>The signatories of this agreement have agreed that an additional 5% discount valid for the entire time period of the validity of the contract shall be given to the persons liable, which sign the individual contracts with KOPRIVA and pay the remuneration for the first half-year period (2nd half year of 2019) within 30 days of this agreement coming into force. The same discount applies also to those persons liable, which sign their individual contracts with KOPRIVA within 30 days from commencement of their commercial activity (manufacturing or importing), if they began their commercial activity after this agreement has already come into force.</p>
<p style="text-align: center;">15. člen</p> <p>Če ni drugače določeno s tem sporazumom, se zneski po tem sporazumu za čas veljavnosti sporazuma ne spreminjajo, razen v primeru sklenitve novega sporazuma oziroma v primeru izdaje odločbe Sveta za avtorsko pravo, oziroma če pride do spremembe tarife na drug z zakonom določen način.</p>	<p style="text-align: center;">Article 15</p> <p>The monetary amounts from this agreement shall not change, except in cases which are explained in this agreement, until a new agreement is concluded, or a relevant decision of the Svet za avtorsko pravo (the Copyright Board) comes into force, or the tariff changes in a different manner under the relevant law.</p>
<p style="text-align: center;">16. člen</p> <p>TZS se s sklenitvijo tega sporazuma zavezuje, da bo vse zavezanca po tem sporazumu preko svojih običajnih sredstev obveščanja seznanila z vsebino tega sporazuma.</p>	<p style="text-align: center;">Article 16</p> <p>TZS obliges itself by signing this agreement to notify the persons liable about this agreement through its ordinary means of communication.</p>
<p style="text-align: center;">17. člen</p> <p>Ta sporazum je sklenjen v 5 (petih) enakih izvodih, od katerih prejme vsak od podpisnikov po 2 (dva) izvoda, en izvod pa je namenjen za pristojni organ, ki opravlja nadzor nad delovanjem kolektivne organizacije.</p> <p>Podpisniki tega sporazuma bosta morebitne spremembe in dopolnitve tega sporazuma urejali pisno s sklenitvijo aneksov k temu sporazumu v skladu z določili zakona.</p>	<p style="text-align: center;">Article 17</p> <p>This agreement is concluded in 5 (five) identical copies, of which each signatory receives 2 (two) copies, and one is designated for the body responsible for the supervision of collective management organisations.</p> <p>The signatories agree to make any potential amendments and changes of this agreement in written form by signing annexes to this agreement in accordance with the legislation.</p>
<p style="text-align: center;">18. člen</p> <p>Z dnem začetka uporabe tega sporazuma se smiselno glede na 3. odstavek 87. člena ZKUASP preneha uporabljati Uredba o zneskih nadomestil za privatno in drugo lastno reproduciranje (Uradni list RS, št. 103/06, v nadaljevanju: Uredba).</p> <p>Podpisniki tega sporazuma sta soglasni, da v primeru, da se kakšno določilo tega sporazuma morebiti izkaže, da ni skladno z določbami zakona, sporazum v preostalih delih ne preneha veljati, za zapolnitev tovrstnih določil pa se smiselno uporabijo določila Uredbe, pri čemer KOPRIVA za ureditev novih določil čim prej skliče nova pogajanja.</p> <p>V Ljubljani, _____ 2020 V Ljubljani, _____ 2020</p> <p>Društvo Kopriva, k.o. Trgovinska zbornica Slovenije</p>	<p style="text-align: center;">Article 18</p> <p>From the day this agreement is used the Decree on amounts of remuneration for private and other internal reproduction (Official Gazette, No. 103/2006; hereinafter: Decree) is no longer in use in accordance with Paragraph 3 of Article 87 of the CMCRA.</p> <p>The signatories of this agreement agree that, if any provision of this agreement is later found not to be in line with the provisions of the law the agreement remains valid in other provisions, whereby any legal gaps from such a finding shall be fulfilled by the relevant provisions of the Decree. In such an instance KOPRIVA will invite the relevant parties to new negotiations as soon as possible.</p> <p>In Ljubljana, _____ 2020 In Ljubljana, _____ 2020</p> <p>Društvo Kopriva, k.o. Chamber of Commerce</p>
<p>_____ Nikola Sekulović, vršilec dolžnosti posloводства Društva Kopriva, k.o.</p>	<p>_____ mag. Marija Lah Predsednica TZS</p>
<p>_____ Nikola Sekulović, Acting MD, Društva Kopriva, k.o.</p>	<p>_____ mag. Marija Lah President / Chamber of Commerce</p>