



EASTERN CARIBBEAN COLLECTIVE ORGANISATION FOR MUSIC RIGHTS (ECCO) INC

Headquarters: Julian Charles Road, Sans Soucis, P. O. Box CP 5380, Castries, St. Lucia

(A non-profit company incorporated under the Companies Act)

Tel: (758) 4516436 / 452 6102 ~ Fax: (758) 4516437 ~ Email: ecco@eccorights.org

APPLICATION FOR MEMBERSHIP – PUBLISHER

All sections of this form must be completed (delete as appropriate and complete as necessary)

NB: The registration fee is non-refundable

Name of Company (block capital):

Trading name where applicable:

Registered Office (of Limited Company):

Business Address.....

TelephoneFaxE-mail Address:

Indicate whether business is a: Sole Proprietorship Partnership Limited Company

Date and Place of Incorporation of Company.....

Date of Commencement of Trading..... Company Incorporation Number:

If a Partnership, state full names and addresses of all Partners (use separate if necessary)

.....

.....

If a Limited Company, please provide the following:

a) Full names and addresses of Shareholders and Shareholdings (use separate sheet if necessary):

.....

b) Nationality of all Directors:

.....

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State if your business is, or has been, a member of any other Association/Society administering performing and/or reproduction (mechanical) rights anywhere in the world. If so, give details.

.....

OFFICE USE ONLY - DO NOT WRITE IN THIS SPACE

Registered No.....Dist. Ident. No.....

Effective Date of AdmissionCAE No.....

Agreed by Board

Number of Works	(use attachments as necessary)				
Commercially published	Sub-published overseas	Number of commercially recorded works		Number of works performed in public	Total number of works (including any unpublished works)
		On tape/CD/vinyl	Featured films video/TV/radio programmes		

Any other relevant information:.....

We apply for membership of the Society.

We understand that, if admitted, our membership will be subject to the Bye-Laws, Rules and Regulations of the Society and that our rights, obligations and liabilities as a member will be governed by the said Bye-Laws, Rules and Regulations as amended from time to time.

We enclose herewith

- (a) a list of our works which have been commercially recorded and released, or broadcast, or which have been publicly performed on in St. Lucia and commercially published;
- (b) a copy of Certificate of Incorporation, Registration of Trade Name, or Partnership Deed.
- (c) a copy of contracts with Writers of the works listed in support of our application; and
- (d) copies of sub-publishing agreements.

In any case where any of the Writers with whom we have an agreement is not a member of the society we undertake to use our best endeavours to have such Writer apply to the Eastern Caribbean Collective Organisation for Music Rights (ECCO) Inc. or any other performing rights Association/Society for writer membership of that Association/Society.

Signature:

Date:



EASTERN CARIBBEAN COLLECTIVE ORGANISATION FOR MUSIC RIGHTS (ECCO) INC.

Publisher-Membership Agreement and Assignment of Performing and Reproduction Rights

PUBLISHER

MEMBERSHIP AGREEMENT AND ASSIGNMENT OF PERFORMING AND REPRODUCTION RIGHTS

THIS AGREEMENT is made the _____ day of _____ 201

BETWEEN:

of
(hereinafter called "MEMBER")

- and -

EASTERN CARIBBEAN COLLECTIVE ORGANISATION FOR MUSIC RIGHTS INCORPORATED a non-profit company incorporated under the Companies Act and having its Registered Headquarters at Julian Charles Road, Sans Soucis, P. O. Box CP 5380, Castries, St. Lucia (hereinafter called "SOCIETY."):

In consideration of the mutual covenants and promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM

The term of this Agreement shall be a full two-year period from the date that the Agreement is signed by MEMBER and SOCIETY and for extended terms of one year each as provided in paragraph 2, unless terminated by either party in accordance with paragraph 3.

2. AUTOMATIC EXTENSION OF TERM

At the end of any one-year term following the initial two-year term, this Agreement will be automatically extended for an additional one-year term unless terminated by notice as stated in paragraph 3.

3. METHOD OF TERMINATION

Either MEMBER or SOCIETY may by giving written notice to the other party to terminate this Agreement as follows:-

(i) MEMBER may effect termination at the end of initial two-year period or at the end of any one-year period by giving to SOCIETY not less than three months' notice to take effect from the anniversary date.

(ii) SOCIETY may, in accordance with the relevant provision in its Constitution, Rules and Regulations, effect termination by giving MEMBER fourteen days' notice to take effect at the expiration thereof.

4. DEFINITIONS

4.1 "MUSICAL WORK"

Means and includes any part of a musical work, any music incorporated in the sound track of any audio-visual work or broadcast, any musical accompaniment to a non-musical play, any words or music of a monologue having a musical introduction or accompaniment, any

words which are associated with a musical work (even if the musical work itself is not in copyright or even if none of the rights in the musical work are administered by SOCIETY, or any arrangement of an existing musical work, provided the arrangement contains sufficient originality to entitle it to be treated as a work protected by copyright law separate and distinct from the existing work.

4.2 “OUR TERRITORY”

means St. Lucia and any other countries in which we carry on collective management activities directly by means of our own organization.

4.3 ”PERFORMANCE”

The word “performance” includes, unless otherwise stated, any mode of acoustic presentation, including any such presentation by means of a sound recording, film broadcast or cable programme, or by any other means, and reference to “PERFORM” and “PERFORMING” shall be construed accordingly.

4.4 “PERFORMING RIGHT”

The expression “performing right” means, in relation to a musical work, the right to do, or to authorise other persons to do, any of the following acts:-

- (i) perform the work in public;
- (ii) to broadcast the work or include it in a cable programme service, in so far as such rights subsists under the Law relating to copyright in the OECS , and includes such corresponding rights as subsist under the law relating to copyright in all countries in the world as in the world as in force from time to time,

4.5 “REPRODUCTION RIGHT”

The expression “reproduction right” means the right to make or authorise the making of copies in any material form of musical works with or without associate or other matter whether by mechanical or electronic or digital, laser, optical or other process or technique whether now known or created in the future and regardless of the medium on which the recording is made or the method by which the works are copied and the words “reproduce” and “reproducing” shall be construed according.

5. ASSIGNMENT OF PERFORMING AND REPRODUCTION RIGHTS

MEMBER assigns to SOCIETY for the term of this Agreement and in accordance with the Constitution, Rules and Regulations of SOCIETY as amended from time to time, all performing and reproduction rights in every part, share or interest in every musical work that is now owned or controlled in whole or in part by MEMBER alone, jointly or in collaboration with others before the date of this Agreement and that is now owned, in whole or in part by MEMBER and all performing and reproduction rights in every part, share, or interest in every musical work that may be owned or controlled by MEMBER in whole or in part, during the term of this Agreement. It is understood that the rights assigned by this Agreement are exclusive to SOCIETY for all parts of the world for the term of this Agreement.

The rights assigned to ECCO by this Deed are the rights:-

- (i) to reproduce a musical work in any material form;
- (ii) to perform a musical work in public;
- (iii) to communicate to the public a musical work;
- (iv) to broadcast a musical work; and
- (v) to distribute copies of a musical work to the public.

6. WARRANTY OF TITLE OF MUSICAL WORKS ASSIGNED

MEMBER warrants that member has the right and authority to assign the rights to SOCIETY in accordance with this Agreement. MEMBER warrants that the musical works, the performing and reproduction rights of which are assigned by this Agreement, do not and will not infringe the copyright in any other work and that MEMBER agrees to indemnify SOCIETY against all liabilities, claims, loss, demands, actions, costs including reasonable

legal fees and/or, damages arising out of any third-party claim against SOCIETY in respect of the rights assigned by this Agreement.

7. OBLIGATION OF MEMBERS

7.1 NOTIFICATION OF WORKS

Upon signing this Agreement, MEMBER shall notify SOCIETY in the manner prescribed by SOCIETY, of all those works that are assigned by this Agreement, and MEMBER shall notify SOCIETY of any and all additional works at the time MEMBER acquire those works and shall also, when requested by SOCIETY, provide SOCIETY with a copy of recording of each work. MEMBER agrees to hold SOCIETY harmless from any loss or damage that may be caused by MEMBER's failure to comply with this provision.

7.2 CO-OPERATION IN INFRINGEMENT ACTIONS

If required, MEMBER agrees from time to time during the term of this Agreement to execute any documents that are reasonably required by SOCIETY and to do those acts that are necessary to allow SOCIETY to enforce the rights assigned by this Agreement.

7.3 INTERESTS OF THE SOCIETY

MEMBER shall not do anything that may prejudice the interests of SOCIETY and shall co-operate with SOCIETY and its officers and with fellow members in furthering the interests of SOCIETY and shall give to SOCIETY its officers and fellow members, all reasonable assistance in that regard.

7.4 ABIDING BY CONSTITUTION, RULES AND REGULATIONS

MEMBER hereby agrees to abide by SOCIETY'S Constitution, Rules and Regulations as amended from time to time.

8. OBLIGATIONS OF SOCIETY

8.1 COLLECTION OF ROYALTIES

In consideration of the assignment from MEMBER to SOCIETY, SOCIETY agrees to use all reasonable endeavours to collect all royalties that are properly payable to SOCIETY for the licensing in St. Lucia of the rights that are assigned to it and for licensing of those rights in other territories throughout the world. It is understood that SOCIETY may enter into agreements with similar societies and/or associations in other territories and that the licensing of the rights assigned or licensed by SOCIETY in respect of these territories and the distribution of the royalties collected from the licensing of those rights in those territories are subject to the laws and distribution rules of the associations and/or societies in those territories.

8.2 DISTRIBUTION OF ROYALTIES

SOCIETY shall distribute to MEMBER, in accordance with the terms and conditions set out in the Annex to this Agreement as amended from time to time in accordance with Article 50(c) of SOCIETY'S Constitution, Rules and Regulations those royalties, if any, that are earned on account of the licensing of the performing and reproduction rights in those musical works assigned to SOCIETY by MEMBER by this Agreement.

8.3 INFRINGEMENT OF PERFORMING OR REPRODUCTION RIGHTS

SOCIETY and any association and/or society with which SOCIETY has a reciprocal agreement shall have the right to institute or defend in its own name or in the name of the MEMBER, or otherwise, legal proceedings in respect of the rights assigned and MEMBER shall not be required to pay for any of the costs, charges and expenses of those proceedings.

9. ELECTION OF BOARD OF DIRECTORS

MEMBER's right to vote in the election of the Board of Directors and the weight of that vote shall be determined according to the provisions of the Bye-Laws, Rules and Regulations of SOCIETY.

10. ASSIGNMENT

This Agreement shall be binding and obligations under this Agreement are not transferable or assignable by MEMBER except in accordance with the Bye-Laws, Rules and Regulations of SOCIETY.

11. **SUCCESSORS AND ASSIGNEES OF THIS AGREEMENT**

This Agreement shall be binding on the heirs, legal representatives or other successors in interest and assigns of MEMBER and SOCIETY.

12. **NO IMPLIED TERMS**

This Agreement is the only and complete Agreement between MEMBER and SOCIETY and no additional terms are or may be implied, nor can any terms be changed except in writing signed by both parties and expressly made part of this Agreement. If part of this Agreement is declared void by a court of competent jurisdiction, the remaining parts shall continue to be binding and shall have the same force and effect as if the void part were deleted from the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNED

By MEMBER
(authorised signature) (if incorporated affix seal)

In the presence of:

.....
Witness

.....
(Print name and address of witness here)

SIGNED

For and on behalf of
EASTERN CARIBBEAN COLLECTIVE ORGANISATION FOR MUSIC RIGHTS (ECCO) INC.

.....

In the presence of

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