



pan-african
independent
network

Membership Agreement

MEMORANDUM OF AGREEMENT

Between

Pan African Independent Network

(Founding Date: 25/02/2020)

(Hereinafter referred to as 'PAIN')

And

NAME: _____

ID: _____

(Hereinafter referred to as 'MEMBER')

WHEREAS

The terms of agreement are made between PAIN and MEMBER

With respect to collecting of Neighbouring Music Rights of MEMBER

1. INTRODUCTION

- 1.1 In accordance with the provisions of Section 4 of the Performers Protection Act, the MEMBER is entitled to receive a royalty in respect of the broadcasting, transmission in a diffusion service and communication to the public of a sound recording or sound recordings (“Public Playing Rights”), in respect of Sound Recordings in which the copyright vests in the MEMBER.
- 1.2 PAIN is a trade association, representing record companies and performers and acting on their behalf in the collection of royalties arising from Public Playing Rights.
- 1.3 The MEMBER hereby authorises PAIN, to collect royalties due to the MEMBER derived from the Public Playing Rights in South Africa.

2. DEFINITIONS

- 2.1 **“Accreditation”** means accreditation as a collecting society for Public Playing Rights in terms of the Regulations.
- 2.2 **“Legislation”** means collectively the Copyright Act 1978 and the Performers Protection Act and the Regulations.
- 2.3 **“Public Playing Rights”** shall bear the meaning ascribed to it in the Legislation.
- 2.4 **“Sound Recording”** means any fixation or storage of sounds, or data or signals representing sounds, capable of being reproduced, but does not include a soundtrack associated with a cinematograph film.
- 2.5 **“The Regulations”** means the Regulations on the Establishment of Collecting Societies in the Music Industry published on 1 June 2006 (Notice No.517, GG No.28894).
- 2.6 **“Usage of sound recording”** means the broadcasting, transmission in a diffusion service and/or the communication to the public and public performance thereof.

3. MANDATE

- 3.1 The MEMBER hereby grants an exclusive mandate to PAIN to collect on

its behalf all royalties in respect of all Public Playing Rights, or any part or interest therein (hereinafter referred to as the mandated right), which is now vested or will become vested in the MEMBER during the continuance of the MEMBERS membership of PAIN.

3.2 The granting of the exclusive mandate shall come into full force and effect on the date of the signature of this document.

4. COLLECTION OF ROYALTIES

4.1 PAIN will notify and collect on behalf of all MEMBERS from South African CMOs including South African Music Performance Association (SAMPRO), Independent Music Performance Rights Association (IMPRA), Association of Independent Record Companies (AIRCO) and RiSA Audio Visual (RAV).

4.2 PAIN will notify and collect on behalf of all MEMBERS from Phonographic Performance Ltd (PPL), Gesellschaft zur Verwertung von Leistungsschutzrechten (GVL), Alliance of Artists and Recording Companies (AARC) and Sound Exchange.

4.3. PAIN will pay to the African based MEMBER 90% of the monies collected.

4.4 PAIN will pay to the International based MEMBER 80% of the monies collected.

5. WARRANTY

The MEMBER hereby warrants that, at the date of this exclusive mandate, the MEMBER is the owner of the exclusive right, or exclusive licensee of the exclusive right, free from any encumbrance, and that the MEMBER has not assigned, ceded, transferred or made over the rights granted under the exclusive mandate to any other party, and has full power to grant the exclusive mandate to PAIN.

6. INDEMNITY

The MEMBER hereby undertakes to keep PAIN harmless and indemnified

against all judgments, liability, damages, penalties, losses and expense (including legal fees) which PAIN may suffer or incur in respect of any claims made upon or against it in respect of its exercise of the exclusive mandate granted in terms hereof.

7. TERM

The MEMBERS membership of PAIN and exclusive mandate to PAIN will last indefinitely, unless terminated in writing to the other party.

Signature

Date

Place

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