



Association of Caribbean Copyright Societies (ACCS) Membership Agreement

AN AGREEMENT made between (1) **Association of Caribbean Copyright Societies (“ACCS”)** whose principal place of business is at 139-141 Abercromby Street, Port of Spain, Trinidad and Tobago and (2) Copyright Society of Composers, Authors & Publishers Inc. (“the Member”) whose registered office is at #11, 8th Avenue, Belleville, St. Michael BB11114, Barbados.

WHEREAS:

- A ACCS is a not-for-profit organization limited by guarantee which offers copyright administration services.
- B The Society is comprised of collecting management organizations with common objectives and practices in rights management.
- C Member Societies are responsible for conducting the business affairs of ACCS in accordance with ACCS by-laws, policies and all applicable national legislation in an unbiased and honest manner.
- D Similarly, Member Societies are required to conduct their internal affairs in accordance with their by-laws and policies, national legislation and international norms and standards and the principles of good corporate governance.
- E To be sure it is understood what is required of each society the Board of Directors of ACCS has articulated the policies governing membership in a binding membership agreement.
- F Compliance with these policies, the ACCS by-laws, national legislation, corporate governance and ethical standards are conditions for membership of ACCS.
- G The Board of Directors of ACCS reserves the right to amend or remove any policy by majority vote.
- H The membership agreement terms and policies are as stated below:

1. Definitions

In this Agreement unless the context otherwise requires:

- (a) "ACCS" shall mean Association of Caribbean Copyright Societies.
- (b) "CMO" shall mean collective management organization and shall include reprographic rights organisation.
- (c) "BOARD" shall mean directors for the time being of the Society as constituted and authorised to act pursuant to ACCS by-laws.
- (d) " Director" means a member of the Board"
- (e) "Member" shall mean any organization admitted to Membership in ACCS in accordance with paragraph 4 of ACCS by-law.
- (f) Categories of Members:

There shall be three classes of Membership namely: -

- Founding Members, being the Copyright Society of Composers, Authors and Publishers (COSCAP) , Copyright Organisation of Trinidad and Tobago (COTT) , Eastern Caribbean Collective Organisation for Music Rights (ECCO) Inc and Jamaica Association of Composers, Authors and Publishers (JACAP) .
 - Ordinary Members, being those organisations having their principal operations in the Caribbean whose principal activity is the collective management of copyright, related rights and/or reprographic rights and who meet the qualifying criteria prescribed by the Board.
 - Associate Members, being those organisations that do not meet the criteria for Ordinary Members but are engaged in the collective management of copyright or related rights or who promote and defend the rights and interests of owners of copyright and/or related rights.
- (g) "Licensee" shall mean users of the society repertoire

2. ACCS Obligations

- 2.1 All members of ACCS will have access to all services and benefits provided by ACCS subject to the payment of applicable fees and in accordance with type of membership.
- 2.2 Members must pay dues net 30 days from submission of invoices by ACCS.
- 2.3 All of the members' books, records, accounts and financial statements must be maintained in reasonable detail; must appropriately reflect the CMO's transactions; must be promptly disclosed in accordance with any applicable laws or regulations; and must conform both to applicable legal requirements and to the CMO's system of internal controls.

3 Members' Obligations

- 3.1 Each CMO will treat its Members fairly, honestly, impartially, courteously, and in accordance with its Constitution and any Membership Agreement.
- 3.2 Each CMO will provide a copy of its Constitution to a Member at the time that the Member first joins the CMO, or at any time on request. A CMO will also provide a copy of its Constitution to a potential Member on request.
- 3.3 Each CMO will treat Licensees fairly, honestly, impartially, courteously, and in accordance with its Constitution and any licence agreement.
- 3.4 Each CMO will make available to Licensees and potential Licensees information about the licences or licence schemes offered by the CMO, including the terms and conditions applying to them, and about the manner in which the CMO collects remuneration and/or licence fees for the use of copyright material.
- 3.5 Each CMO will distribute payments to its Members in accordance with its Constitution and Distribution Policy.
- 3.6 Each CMO must have written rules on membership, tariffs and distribution.
- 3.7 Each CMO's rules of distribution, after deduction of administrative costs up to the maximum percentage allowed in legal or statutory provisions, must guarantee equitable apportionment among the owners of rights according to the actual use of the works, artistic performances or phonograms, as the case may be.
- 3.8 Each CMO must undertake to ensure that remuneration collected is not assigned to purposes other than the covering of the actual cost of administering the rights concerned and the distribution of the balance of remuneration after deduction of such costs, unless specified otherwise in the CMO's distribution rules.
- 3.9 Members must attend annual board meetings & AGMs as set by the Board of Directors of ACCS.

4. Governance and Accountability

- 4.1 The Board of Directors of a CMO will be accountable to its Members.
- 4.2 Each CMO will at all times maintain proper and complete financial records, including in relation to the collection and distribution of Revenue; and the payment by the CMO of expenses and other amounts.
- 4.3 Each CMO will ensure that its financial records are audited annually.
- 4.4 All Members are required to submit on an annual basis to ACCS a copy of audited financial statements and an annual report or a national report in the stipulated format as well as to all members of ACCS.
- 4.5 Each Member will include in its Annual Report information about total Revenue during the reporting period and total Expenses.
- 4.6 The Members are required to apply honest, accurate and timely recording and reporting of information in order to make responsible business decisions.

5. Code of Conduct

Members must at all times uphold and defend the principle of respect for Intellectual Property rights.

- 5.1 ACCS Societies on a regular basis should exchange information about planned training, conferences, symposia, specialised seminars, and other meetings which may be of interest to sister societies in the other territories.
- 5.2 Member Societies and Associates shall refrain from actively seeking members in territories covered by sister Societies, unless approval is requested and received from the society in the stated territory. Each CMO must undertake not to admit members of other collective administration societies of the same type, whether national or foreign, who have not first expressly renounced such membership.
- 5.3 All the members of ACCS are expected to have high ethical standards in all dealings relating to the business affairs of the organization. All members, officers and directors must understand that conflicts of interest and detrimental behaviour are not in the best interest of the organization and can damage the integrity and quality of decision making as well as the organizations reputation.
- 5.4 Members must strive at all time to ensure that information disseminated is honestly conveyed, accurate and fair.

6 Staff Training

- 6.1 Each CMO will take reasonable steps to ensure that its employees and agents are aware of, and at all times comply with, this agreement.

6.2 Each Member will take reasonable steps to ensure that its employees and agents are aware of the procedures for handling complaints and resolving disputes and are able to explain those procedures to Members, Licensees and the general public.

7. Privacy & Confidentiality

7.1 Members must do their utmost to correct harmful inaccuracies.

7.2 All intellectual property (whether copyrightable, patentable or not) and confidential information commissioned by ACCS and developed during membership with the organization whether such work is created solely by the member or jointly with others, such work shall be considered to be work made for hire and ACCS shall be deemed to be the author and the work shall be the sole and exclusive property of ACCS.

7.3 Without the written permission of ACCS, no member will:

a) disclose to anyone inside and/or outside of ACCS any confidential information or material of ACCS or its associates, subsidiaries, agents, customers or clients, including any information received in confidence from third parties who deal with ACCS.

b) make use of any such intellectual property or confidential information other than for the organization's purpose. If membership is terminated to return all confidential information and material of ACCS, its associates, subsidiaries, agents, customers or client in stated possession.

8 Education and Awareness

8.1 Each CMO will engage in appropriate activities to promote awareness among Members, Licensees and the general public about the following matters:

(i) the importance of copyright;

(ii) the role and functions of CMOs in administering copyright generally; and

(iii) the role and functions of a CMO in particular; and will make information about these matters available, on reasonable request, to Members, Licensees and the general public.

8.2 Each Member will produce and make available appropriate information about the following:

i. the eligibility criteria for membership of the CMO;

ii. the benefits of membership of the CMO;

iii. the responsibilities of Members under the Constitution of the CMO and any Membership Agreement;

iv. any policies and procedures of the CMO that affect Members;

v. the benefits to Licensees of obtaining a licence from the CMO;

vi. the responsibilities of Licensees under a licence granted by the CMO, and under the Members National Copyright Act and other applicable laws.

vii. any policies and procedures of the CMO that affect Licensees.

9 Property

- 9.1 All purchases made for the furtherance of the objectives of the organization, shall remain the property of the organization and shall be returned to ACCS upon termination of the function for which the materials and/or items were purchased or upon termination of membership.

10 Complaints and Disputes

- 10.1 Each CMO will develop and publicise procedures for dealing with complaints from Members and Licensees; and resolving disputes between the CMO and its Members; and/or its Licensees
- 10.2 Each CMO will regularly review its complaint handling and dispute resolution procedures to ensure its effectiveness.

11 Monitoring and Review

11. The ACCS Board will appoint a Reviewer with specialist expertise in administrative law, copyright law and/or licensing practices to perform the functions conferred under a TOR.
- 11.2 The Reviewer will be independent of the CMOs and will have no association with any of them. Neither a lack of independence nor any “association” will, however, be inferred purely by virtue of that person having provided professional services to a CMO of a kind that does not, or did not, relate to a matter covered by this Agreement.

12. Terms

- 12.1 This agreement shall come into effect on its ratification by the ACCS Board, according to their constitutional procedures. It does not depend upon approval of the groups or networks holding Associate status.
- 12.2 These policies apply to all members of ACCS and are intended to provide guidance. Any member whose act, statements or conduct is considered detrimental to the functioning of ACCS by the ACCS Board will be subject to the loss of membership in accordance with the procedures outlined in Article 7 of the ACCS By-laws

13 Duration of Agreement

Any Member may withdraw from the agreement on giving 6 months notice to the ACCS Board or as per ACCS by Laws Article 7.1