

DEED OF ASSIGNMENT OF COPYRIGHT OPERATIVE IN ALL PARTS OF THE WORLD

BY THIS DEED OF ASSIGNMENT made the ____ day of _____ 20____
between:

(hereinafter referred to as the ASSIGNOR)

and

the SOUTHERN AFRICAN MUSIC RIGHTS ORGANISATION LIMITED
(Limited by Guarantee)

with its registered office at SAMRO Place,
20 De Korte Street, Braamfontein, Johannesburg.
(hereinafter referred to as the ORGANISATION)

THE PARTIES AGREE AS FOLLOWS:

1 In this Deed:

- (a) the word **“ballet”** shall mean a choreographic work having a story, plot or abstract idea, devised or used for the purpose of interpretation by dancing or miming, but shall not include country or folk dancing, nor tap dancing, nor precision dance sequences;
- (b) the expression **“cinematograph film”** shall mean any fixation or storage by any means whatsoever on film or any other material of data, signals or a sequence of images capable, when used in conjunction with any other mechanical, electronic or other device, of being seen as a moving picture and of reproduction, and includes the sounds embodied in a soundtrack associated with the film;
- (c) the expression **“diffusion service”** shall mean a telecommunication service of transmissions consisting of sounds, images, signs or signals, which takes place over wires or other paths provided by material substance and is intended for reception by specific members of the public;
- (d) the expression **“dramatico-musical work”** shall mean an opera, operetta, musical play, revue, pantomime or sketch, in so far as it consists of words and music written expressly thereof, but shall not include a cinematograph film;

- (e) the expression “**film synchronisation right**”, in respect of a musical work composed or written primarily for inclusion in the soundtrack of a specific cinematograph film or films, the production of which was contemplated at the time of the commissioning of the musical work, shall mean the right to reproduce such musical work, or authorise the reproduction thereof in all parts of the world on the soundtrack of a cinematograph film or films; and the expression “**film synchronisation**” shall have a corresponding meaning.
- (f) the expression “**mechanical right**” shall mean in respect of any musical work the right to make or cause to be made in all parts of the world a record or records embodying the musical work, and the right to authorise such act;
- (g) the expression “**musical work**” shall mean any musical work whether now existing or hereafter composed and such words (if any) as are associated therewith, in respect of which copyright subsists, and shall include (without derogating from the generality of the said expression) any song, choral work, the vocal and instrumental music in any cinematograph film, the words or music of any monologue having a musical introduction or accompaniment, the musical accompaniment of any non-musical play, and any part of any such work, words, music or accompaniment as aforesaid;
- (h) the word “**performance**” shall mean, unless otherwise stated, any mode of acoustic presentation taking place in public, and also any acoustic presentation effected by means of broadcasting, the transmitting thereof to subscribers to a diffusion service, the exhibition of a cinematograph film, the use of an electronic or computing device, digital sound carrier, record or tape, or by any other means whatsoever, and references to the words “**perform**” and “**performing**” shall be construed accordingly;
- (i) the word “**record**” shall mean any disc, perforated roll or device in or on which sounds, or data or signals representing sounds, are embodied or represented so as to be capable of being automatically reproduced or performed therefrom;
- (j) the expression “**performing right**” shall mean and include the right to perform musical works in all parts of the world, as well as the right to authorise such performances, provided that the said expression shall not include the right to perform or authorise the performance of the types of musical works as categorised below (unless the performance of the same is done by means of a cinematograph film) viz.:

(i) dramatico-musical works in their entirety;

(ii) excerpts from dramatico-musical works consisting of a complete act;

(iii) excerpts from dramatico-musical works which, not consisting of a complete act, have a total duration exceeding twenty (20) minutes when broadcast by television, or twenty-five (25) minutes when broadcast by radio or performed otherwise than by broadcasting, and excerpts which, although not consisting of a complete act and not exceeding the aforesaid durations, form a consecutive sequence which preserves all the essential elements of the original work and does not interrupt the dramatic action;

(iv) the music and any words associated therewith composed or used for a ballet, if accompanied by a visual representation of such ballet exceeding fifteen (15) minutes in total duration or 50 percent of the total length of the ballet.

2 (a) Subject to the provisions of clause 2(b) hereof, the ASSIGNOR hereby assigns, transfers and makes over to the ORGANISATION all **performing right** as well as all:

film synchronisation rights

mechanical rights

Please note:
Delete whichever
of the rights mentioned
to the left hereof are not
hereby being assigned,
and initial the deletion(s)

and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) of, and all such interests in any of the rights hereby assigned (hereinafter collectively referred to as the **assigned rights**) which now belong to or shall hereafter be acquired by or be or become vested in the ASSIGNOR during the continuance of the ASSIGNOR's membership of the ORGANISATION.

(b) Notwithstanding the date of this instrument, the assignment, transfer and making over of the assigned rights to the ORGANISATION in terms hereof shall come into full force and effect only on the date of the ASSIGNOR's election to the membership of the ORGANISATION in accordance with the provisions of its Memorandum and Articles of Association for the time being in force.

(c) It is understood that the ORGANISATION shall hold the assigned rights for the purpose of empowering itself to exclusively exercise and enforce the said rights in its own name on the behalf of and for the benefit of the ASSIGNOR during the residue of the terms for which the said rights shall respectively subsist, or during such time as the said rights remain vested in or controlled by the ORGANISATION in accordance with the provisions of its Memorandum and Articles of Association for the time being in force.

3 Subject to the provisions of clause 2(b) hereof, the ORGANISATION will from time to time pay to the ASSIGNOR, on election to membership, such sums of money out of the monies collected by the ORGANISATION in respect of the performance, the recording or the film synchronisation of the musical works of its members as the ASSIGNOR shall respectively be entitled to receive in accordance with the Rules of the ORGANISATION for the time being in force, but only in respect of those categories of assigned rights actually assigned in terms of clause 2(a) hereof.

4 (a) The ASSIGNOR hereby warrants that, at the date of this deed of assignment, the ASSIGNOR is the owner of the assigned rights free from any encumbrance, and that the ASSIGNOR has not assigned, ceded, transferred or made over the assigned rights to any other party, and has full power to assign, transfer and make over the same to the ORGANISATION.

(b) The ASSIGNOR hereby undertakes to keep the ORGANISATION harmless and indemnified against all judgments, liability, damages, penalties, losses and expense (including legal fees) which the ORGANISATION may suffer or incur in respect of any claims made upon or against the ORGANISATION in respect of the exercise by the ORGANISATION of any of the assigned rights transferred or purported to be transferred in terms hereof.

(c) The ASSIGNOR further undertakes, so long as the ASSIGNOR shall remain a member of the ORGANISATION, to do, execute and make all such acts, deeds, powers of attorney, assignments and assurances for the better or more satisfactory assigning or assuring to or vesting in the ORGANISATION or enabling the ORGANISATION to enforce the assigned rights or any part thereof, as the ORGANISATION may from time to time reasonably require.

Signed by or on the behalf of the Assignor

Signed for and on the behalf of the