

**JAMAICA ASSOCIATION OF COMPOSERS,
AUTHORS AND PUBLISHERS LIMITED**



Writer Member Application Form

True name, as on birth certificate or passport, must be written here. If you are a member of a group, all writers must join individually. If you require more of these forms call us at: 927-7265 or e-mail: jacap@jamweb.net

Surname	First name	Second name

Address	Date of birth

Nationality

Telephone	Town/City - Parish of birth	Country of birth

Country of residence

Royalty payment details: If you want us to pay your royalties straight into your account, please give us the details

Name of bank/building society/credit union etc.

--

Branch

--

Name on account

--

Account number

--

If you write under pseudonyms please let us have the details and the way you sign them

Pseudonym 1 - Surname	First name	Second name

Signature.....

Pseudonym 2 - Surname	First name	Second name

Signature.....

List of works: In order to join JACAP you must fulfil our criteria for membership (see brochure "What is JACAP"). Please list below the compositions in which you have an interest and are using to apply for membership.

Title of composition 1	Performer

Title of composition 2	Performer

Title of composition 3	Performer

Above MUST be accompanied by "Notification of Works Forms"

I enclose the following in support of my application. I understand that failure to submit these may result in my application being refused;

- A) copy (copies) of my commercial recording(s) [other performance details must be on "Notification of Works Forms"]
- B) photocopy of my birth certificate, passport, driver's license or National I.D.
- C) signed Membership Agreement
- D) admission fee of J\$1,500.00 (cash or Manager's cheque payable to JACAP)

	Name of deceased member
Successor member for:	

PLEASE READ THIS: The attached Membership Agreement, which only takes effect if your application for membership is successful, vests in the Society the ownership of your performing and film synchronisation rights (you may also sign a separate Deed of Assignment for Mechanical/Reproduction rights if you wish to assign these to the Society). Please note this is a legal document concerning the transfer by you of certain rights to the Society and if you are in any doubt as to its effects you are advised to take legal advice before signing it.

The assignment of rights will normally be for the territory of the world.

JACAP reserves the right to disclose to authorised members or to other similar Societies information concerning any of your compositions. The Society is not obligated to make royalty payments to you for performances of your works which take place prior to admission to membership. The date of this application is the effective date of your admission, unless there are issues arising from this application that must be sorted out before admission.

Signature..... Date.....

FOR OFFICE USE ONLY

Category of applicant		CAE/IP		COMMENTS
Composer	<input type="checkbox"/>	Provisional		
Author	<input type="checkbox"/>	Definitive		
Arranger	<input type="checkbox"/>	Base I.P.		
		Member code		

Writer Membership Agreement

Please note that this is an important document. By signing it you will hand over certain rights to us. It also sets out precisely what you can expect from us and what we can expect from you whilst you are a member.

1. Definitions

In this Agreement:-

- (a) words and phrases which are not defined shall have the same meaning as in our Articles
- (b) “Articles” means our Articles and Memorandum of Association, this may also include our Distribution Rules.
- (c) “We” means the Jamaica Association of Composers, Authors and Publishers Limited of 5 Windsor Avenue, Kingstn 5, Jamaica, and “you” means . . .

First name

Second name

Surname

--	--	--

Address

--

--

“Us”, “our”, “your” and “yourself” shall be construed accordingly;

(d) “transfer” means (depending on the context) assign or assignment; and

(e) “the rights” means, in respect of any musical work:-

- (i) the performing right;
- (ii) the broadcasting right;
- (iii) the synchronisation right;
- (iv) cable transmission right.

2. The Transfer

(a) on the date of this Agreement you transfer to us absolutely for all parts of the world the rights which belong to you or which you may acquire or own while you remain our member.

(b) the transfer mentioned in clause 2 (a) shall last for as long as you remain our member and for any additional period which is specified in our Articles.

3. Our Obligations

We will:-

(a) use our best endeavours to administer the rights in accordance with our published service standards (in our Articles);

(b) use our best endeavours to pay you any royalties or other compensation due to you based on our Articles;

(c) use our best endeavours to license on the best achievable terms as many users of the rights practicable (taking into account business constraints, our resources and the interests of our members as a whole);

- (d) maintain a complaints procedure which you can use if you are not happy with the way in which we apply our Articles or policies. If that complaints procedure has been exhausted and you are still not satisfied, you will have access to an Extraordinary General Meeting;
- (e) treat information about your royalty earnings as confidential, subject to any practical or legal obligation to disclose such information to any authority or person with the legal power to compel such disclosure;
- (f) return to you all or part of the rights in so far as this is permitted by our Articles;
- (g) maintain a suspension of royalties procedure which we will apply to you if there is a dispute involving the rights; and
- (h) give you upon request details of the above mentioned procedures as soon as practicable after you have requested such details.

4. Your Obligation

You:-

- (a) warrant and represent that you own or have full power to transfer the rights and that the musical works (the rights in which you have transferred to us under this Agreement) do not and will not infringe the copyright in any other musical work;
- (b) accept that you are bound by our Articles; and
- (c) promise to:-
 - (i) indemnify us and keep us at all times fully indemnified from and against all proceedings, claims, demands, costs, expenses, awards and damages arising directly or indirectly in respect of the rights which you have transferred (or have purported to transfer) to us under this Agreement;
 - (ii) give us such documents as we may reasonably require to enforce the rights;
 - (iii) do all such acts as are necessary to vest in us and us to enforce all or parts of the rights;
 - (iv) insert in each relevant contract you make with a third party a clause expressly reserving us the rights and to make such contract subject to this Agreement;
 - (v) refrain from licensing any of the rights and from otherwise dealing with the rights;
 - (vi) avoid doing anything which is likely to prejudice our ability to meet our obligations to you and to our other members; and
 - (vii) pay any reasonable charges imposed by us for special services.

.....
Your signature

.....
Our signature

This Agreement is made on the following date: