

## RIGHTSHOLDER AFFILIATION AGREEMENT

between:

CopyGhana

– and –

\_\_\_\_\_ (the "Rightsholder" or "you")

By affiliating with CopyGhana, you appoint CopyGhana as your collective society to license and administer on a collective basis the rights in your Works in accordance with the attached terms and conditions and this form, as completed by you (together, the "Agreement"). Please read the terms and conditions carefully, as they form part of your Agreement with CopyGhana.

You represent to CopyGhana that you are the rightful owner of the works submitted via the CopyGhana registration portal, as updated by you from time to time, and that you have authorization to collect royalties in Ghana for the reproduction and communication to the public by telecommunication of published literary, dramatic, artistic, and musical works owned by you.

### SIGNATURE

I warrant that I have the authority to agree to and be bound by this Agreement.

\_\_\_\_\_

Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. Grant of Rights

(a) You as the Rightsholder hereby appoint CopyGhana (sometimes referred to as "we" or "us") as your exclusive Ghanaian collective society.

(b) Subject to the other provisions of this Agreement, you hereby grant us a non-exclusive worldwide right to license the reproduction of all of your published literary, dramatic, artistic, and musical works (each, a "Work"), except any Works that you have expressly excluded from such grant by written notice to CopyGhana and except any Works to the extent that they are not entirely owned or controlled by you.

(c) You further hereby grant to us a non-exclusive worldwide right to license the communication to the public of your Works by telecommunication. For greater certainty, "communication to the public by telecommunication" and "telecommunication to the public" as used in this Agreement includes making a Work available to an individual in a way that allows access to it from a place and at a time chosen by that individual.

(d) The rights in a Work granted to us in subsections 1(b) and 1(c) may be licensed either directly by us or indirectly through our agreements with other Ghanaian or foreign collective societies or with other reproduction rights organizations (collectively, the "Rights"). The grant of Rights under this Agreement constitutes an interest in the copyright of the Work.

(e) CopyGhana may license and sublicense the Rights, subject to the following limits:

i. Up to twenty percent (20%) of a literary, dramatic or artistic Work or, if licensed directly by CopyGhana on a transactional basis, up to 25% of a literary, dramatic or artistic Work;

ii. A single entire article or page in a newspaper, journal, or other periodical;

iii. A single short story, play, poem, essay, or article that is not a stand-alone publication;

iv. A single entire reproduction of an artistic Work;

v. One chapter that is no more than twenty-five percent (25%) of a Work;

vi. An entire musical Work that is included in a book or periodical and forms no more than twenty-five percent (25%) of the book or periodical; and

vii. Up to one hundred percent (100%) of a book that is not commercially available and out-of-print.

(f) You hereby grant CopyGhana a non-exclusive license to reproduce and telecommunicate your Works for our internal business purposes.

(g) You hereby grant CopyGhana a non-exclusive worldwide right to license the reproduction and telecommunication to the public of your Works in a format specially designed for persons with a perceptual or other print disability that would qualify them as beneficiaries under the Copyright Act or an applicable WIPO treaty.

### 2. Obligations

(a) CopyGhana will make reasonable efforts to license persons and organizations for the use of your Works that are authorized under this Agreement and will charge and collect appropriate fees for such uses. You may not set the fees that CopyGhana charges when your Works are licensed by us under a comprehensive or blanket license or under a tariff set by the Copyright Office of Ghana, but may set the fee when your Works are licensed on a transactional basis by giving us written notice of those fees.

- (b) Unless specifically authorized by you, CopyGhana will not license a Work for posting or other copying uses on publicly accessible websites on the Internet.
- (c) CopyGhana will collect bibliographic and copying volume data from our licensees that we deem necessary or reasonable in order to distribute the royalties collected for uses of Works licensed by us.
- (d) We will distribute the royalties collected by us from our licensees in accordance with the Revenue Distribution Guidelines annexed to this Agreement. You acknowledge that other collective societies or reproduction rights organizations that have been sublicensed by CopyGhana, and from which we receive royalties for our affiliates, follow their own licensing rules and revenue distribution guidelines.
- (e) Our Board of Directors may amend, delete or replace any of the Revenue Distribution Guidelines. Prior to any change to the Revenue Distribution Guidelines, we will consult with organizations that are members of CopyGhana. You, as an affiliate of CopyGhana, will be given three (3) months' written notice of any change. Failure to give notice of termination in accordance with this Agreement will confirm your acceptance of the terms of the revised or new schedule.
- (f) We will pay you any amounts that we have identified as owing and payable to you no later than the end of our financial year following the financial year in which those royalties were collected.
- (g) If applicable, you will redistribute or otherwise return to us the royalties received from CopyGhana to any other rightsholders, including writers, visual artists, other authors or publishers, who are entitled to share the royalties.
- (h) You will provide CopyGhana with any information we reasonably require to administer this Agreement. Failure to give notice to CopyGhana of any change in your contact information may result in non-payment of royalties to which you might otherwise be entitled.
- (i) You will provide written notice to CopyGhana identifying any of your Works that you do not wish to include in our repertoire of Works under this Agreement. Exclusions will take effect prior to CopyGhana's issuance of any new license or as soon as permitted by the terms of an existing license.

### 3. Warranty, Indemnification and Enforcement

- (a) You represent and warrant that you are the rightsholder of your Works and have a place of business in Ghana, that you own or control the Rights to your Works and that you have the authority to license them to CopyGhana. You will advise CopyGhana in writing if you are no longer entitled to license the Rights in any of your Works within ten (10) days of transferring the Rights in those Works to any other person or organization or of becoming aware that you are no longer entitled to authorize the licensing of those Rights to CopyGhana.
- (b) CopyGhana may enforce the Rights that we administer and license on your behalf, including pursuing claims of copyright infringement of any of your Works. You will provide us with all necessary or reasonable assistance.
- (c) You will use reasonable efforts to include a reference to CopyGhana in any notice on the copyright page of your Works with respect to permission required for reproduction or telecommunication of parts of the Work.
- (d) You will indemnify CopyGhana for any liability or loss resulting from any breach by you of your warranties in this Agreement or from claims made against us that arise from or relate to a material misrepresentation by you of the extent of your ownership or control of the Rights granted to us or your failure to advise us that you are no longer entitled to deal with the Rights in a Work.

#### 4. Term and Termination

- (a) This Agreement takes effect as of the date of your acceptance of this Agreement and continues unless terminated.
- (b) Either party may terminate this Agreement by at least ten (10) days' written notice at any time. Such termination will take effect six (6) months following notice of termination of this Agreement, subject to payment of royalties collected or to be collected under licenses offered by CopyGhana in which your Works are included.

#### 5. Miscellaneous

- (a) This Agreement, once signed by you, immediately replaces any existing affiliation agreement between CopyGhana and you, which prior agreement will be of no future force and effect without prejudice to any existing rights or obligations, including payment of royalties collected or to be collected by us with respect to licenses granted by us under the prior affiliation agreement.
- (b) We respect your privacy. CopyGhana may only collect, use, and disclose your personal information (if any) in accordance with CopyGhana's Privacy Policy available at [www.copyghana.org.gh](http://www.copyghana.org.gh). CopyGhana may also send electronic messages to your electronic address for the purposes of administering and managing this affiliation agreement and our relationship with you.
- (c) In order to be effective, any notice provided under this Agreement must be in writing. All notices permitted or required under this Agreement may be delivered by mail, fax, or e-mail to the addresses provided. Notices sent by mail will be deemed received five (5) business days after sending. Notices sent by fax or e-mail will be deemed received on the next business day after sending.
- (d) CopyGhana will not assign this Agreement without your prior written consent. You may assign this Agreement to any other person or organization to which you assign the Rights in your Works. Any such assignee will be bound by the terms of this Agreement.
- (e) A waiver of any provision of this Agreement must be in writing. No amendment of this Agreement, except as provided under subsection 2(e), will be binding unless signed by both parties.
- (f) The invalidity or unenforceability of any provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions.
- (g) The laws of Ghana govern all matters arising under this Agreement.

## ANNEXURE

### Revenue Distribution Guidelines

1. The royalty distribution exercise shall be based on the availability of accurate data. Thus, CopyGhana shall allow rights holders access to its online registration portal to submit data on works they wish to assign to CopyGhana. Updates done after the end of June every year shall not be considered for royalty distribution in that particular year.
2. Royalty distribution may be done by CopyGhana no less than once every year via designated mobile money account or bank account provided by rights holders at the point of registration. No payment will be made in cash.
3. CopyGhana shall allocate not more than;
  - 30% of revenues to cover operating costs,
  - 10% to SOSFA welfare scheme,
  - and the remaining, minimum 60% of the revenue collected, earmarked for distribution.
4. 5% of the total amount earmarked for distribution may be allocated to rightsholders yet to come on board.
5. The percentage allocated to rights holders yet to come on board shall be kept in a reserve fund by CopyGhana for a maximum of 3 years after which a decision will be taken by the Board to either redistribute such funds or channel them into developmental projects for the growth of the literary and arts industry.
6. The net distributable funds shall be disbursed as follows:

#### Distribution Based on Rightsholder Category

RIGHTS HOLDER CATEGORY	PERCENTAGE (%)
Publishers	40
Authors	36
Visual Artists	9
Photographers	7
Freelance Journalists	8
	100

#### Distribution Based on Type of Work

Market for Work/ Publication	% of Revenue Allocation
1. Educational, non-fiction, scientific text	70
2. Fiction	30

### Distribution Based on Market of Work/Publication

Market for Work/ Publication Allocation	% of Revenue Allocation
3. School market (primary and secondary education)	15
4. Tertiary education market	60
5. General Trade Book market	20
6. Other	05
	100

#### Point system for Books and Articles:

- 1 Book = 4 Articles - A chapter in a book = 1 Article
- Royalties for a book written by more than one author shall be shared equally among the authors, if there is no specific split ratio agreed on by the rightsholders.
- Royalties for an article written by more than one author shall be shared equally among the authors if there is no specific split ratio agreed on by the rightsholders