



"Annexure A" Assignment of Rights

This assignment is made on

DATE

Between

MEMBER

of

ADDRESS

and of **FIJI PERFORMING RIGHT ASSOCIATION LIMITED**, whose registered office is at
66 McGregor Road, Suva, Fiji (FPRA)

1. DEFINITIONS

Where commencing with a capital letter:

Act means the Fiji Copyright Act 1999;

Ballet means 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, tap dancing or precision dancing sequences;

Cinematograph Film has the same meaning as in the Act;

Copyright Work means:

- (a) any musical work whether existing before or after the date of this agreement;
- (b) any adaptation of a musical work; and
- (c) any song, lyric or other literary or dramatic work which has been written for the purpose of accompanying or being associated with any musical work;

Dramatic Context means:

- (a) in conjunction with:
 - (i) acting;
 - (ii) costumes;
 - (iii) scenic accessories; and
 - (iv) scripted dialogue or any other dramatic effects; or
- (b) as a Ballet;

Dramatico-musical Work means words and music written expressly for an opera, operetta, musical play, revue or pantomime;

Performing Rights means, subject to paragraphs (i) to (iv) below, the rights, for the world, in relation to a Copyright Work of:

- (a) performing in public; and
- (b) communicating to the public, including broadcasting but does not include the following classes of works performed and/or communicated in the following manner:
 - (i) Dramatico-musical Works performed or communicated in their entirety;
 - (ii) the performance in public in whole or in part of any musical work in a Dramatic Context;
 - (iii) the performance or communication to the public of oratorios and large choral works (that is, choral works written to exceed 20 minutes duration) in their entirety; or
 - (iv) the performance of communication to the public in whole or any part of any music and any words associated composed for a Ballet if accompanied by a visual representation of that Ballet or part of it;

2. ASSIGNMENT

The Member as beneficial owner assigns to FPRA all Performing Rights in all Copyright Works, which have been composed or written by the Member (whether alone or jointly with another composer or writer) at any time whether before or after the date of this Assignment until the Member ceases to be a member of FPRA, and all Performing Rights (including parts of shares of and interests in Performing Rights) in all Copyright Works which are now owned or acquired or become owned by the Member until the Member ceases to be a member of FPRA.

3. PAYMENTS AND VAT

3.1 FPRA must, from time to time, pay the Member the Member's share (determined in accordance with FPRA's Constitution) of:

- (a) the moneys collected by FPRA and its affiliated societies in respect of the Performing Rights of the Copyright Works of FPRA members; and
- (b) income arising from the investment of moneys collected

3.2 If the member is liable to pay Value Added Tax (VAT) in respect of this agreement, FPRA must, in addition to the amount payable under Clause 3.1, pay the Member and amount equal to the VAT within 28 days after receiving the Member's tax invoice and notice under Clause 3.3, or in the case of a recipient generated tax invoice, in accordance with FPRA's standard procedures.

3.3 The Member must provide FPRA with a tax invoice in accordance with VAT law, unless FPRA is entitled to issue a recipient created tax invoice.

4. NOTIFICATION

The member agrees to immediately notify FPRA on the form required by FPRA from time to time of the title of each musical work of which the Member is the author or owner of the Performing Rights.

5. WARRANTIES

The Member warrants that:

- (a) the Member owns the copyright in the Copyright Works and is entitled to assign it in accordance with this agreement;
- (b) the works in respect of the Performing Rights are assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work; and
- (c) the information to be provided by the Member to FPRA under this agreement will be complete and correct.

6. INDEMNITY

The Member indemnifies FPRA against all damage, losses, costs and expenses incurred by FPRA arising out of a breach by the Member of a warranty in Clause 5.

7. FURTHER ASSURANCES

The Member agrees to sign all documents and do all things that FPRA from time to time reasonable requests to effect, perfect or complete this agreement

8. DISPUTE RESOLUTION

The Member agrees that if any dispute arises between:

- (a) the Member and FPRA; or
- (b) the Member and any other member of FPRA,

as to whether :

- (i) a particular arrangement or transcription is sufficiently original to entitle it to be a separate copyright work; or
- (ii) a work claimed by the Member to be an original work is in fact original,

the opinion of FPRA's Board of Directors, or such person as may be appointed by the Board (whether a member of FPRA or not) to determine the question, will be final and conclusive in relation to the allocation of moneys collected by FPRA.

9. MISCELLANEOUS

9.1 A notice under this agreement must be in writing and may be given to a party by:

- (a) delivering it to the address of the party;
- (b) sending it by pre-paid post to the address of the party;
- (c) sending it by facsimile to the facsimile number of the party, and the notice will be deemed to have been received by the party on receipt.

9.2 A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the party.

9.3 This agreement must be construed in accordance with the laws in force in the Fiji Islands and the parties agree to submit to the jurisdiction of Fiji Courts.

SIGNED AS AN AGREEMENT

by the **Member** in the presence of:

FULL NAME OF MEMBER [PRINT]

SIGNATURE OF MEMBER

FULL NAME OF WITNESS

SIGNATURE OF WITNESS

Signed for and on behalf of **Fiji Performing Right Association** in the presence of:

NAME OF AUTHORIZED PERSON [PRINT]

SIGNATURE OF AUTHORIZED PERSON

OFFICE HELD

FULL NAME OF WITNESS

SIGNATURE OF WITNESS