Association of Creators and Publishers of Sri Lanka (ACPOSL)

No. 115, Sir James Peiris Mawatha, Colombo 02

Membership Application Form

PLEASE FILL IN USING BLOCK CAPITAL LETTERS

1. Name in Full:
   ……

   ……
2. First Name: ……
3. Last Name: ……..
4. Name With Initials: ……
5. Name Used in Creative Works (Artist Name): ……
6. Address:

   ……

   ……
7. Telephone Number:

   Mobile: …… Landline: ……
8. Email:
   ……
9. Contact Person:

   Name: …… Mobile: ……..
10. Nationality: ……
11. NIC/Passport Number: ……
12. Gender:

    Male …… Female ……

13. Are you representing any one?

    Yes…….. No……..

    If yes,

    Name:

    ……

    Relationship to the nominee: ……

14. Application Category:

    Author…… Composer……Publisher…….. Other……..

15. Bank Account Details

    Bank: …… Account Number: ……

    Branch: …… Account Holder's Name: ……

Membership Rights

- Are you currently a member of any other Performing Rights Society? (anywhere in the world) (anywhere in the world)?

  Yes…… No……..

  If yes, please provide details: ……

- Do you wish to exclude certain countries from the scope of ACPO for administration of your rights??

  Yes…….. No……

  If yes, which countries? ……

I hereby certify that the information provided above is true and correct to the best of my knowledge.

…… ……..

(Member's Signature) Date

ASSOCIATION OF CREATORS & PUBLISHERS OF SRI LANKA

Membership Mandate

1. Parties to the Agreement

This Mandate and Deed of Assignment (Agreement) is made on the **[Date]**..... at **[Location]**.....between:

(a) The Member / Assignor

Full Name: .....

NIC No.: .....

Address: .....

(Hereinafter referred to as the "Assignor," which term shall include the Assignor's heirs, executors, administrators, and assigns.)

(b) The Assignee

Association of Creators and Publishers of Sri Lanka ("ACPOSL"), a company incorporated under the Companies Act No. 07 of 2007, Registration No. GA 00309423, with its registered office at Nawaloka Building, No. 115, Sir James Peiris Mawatha, Colombo 02. (Hereinafter referred to as the "Assignee," which term shall include its successors and permitted assigns.)

2. Definitions

For the purpose of this Agreement:

- **"Public Performance Rights"** means the right to perform musical works in public, whether live, broadcast, or digital.
- **"Digital Rights"** means digital performance and mechanical reproduction rights, excluding synchronization rights unless expressly mandated in writing.
- **"Territory"** means the Republic of Sri Lanka unless expressly extended in writing.
- **"Works"** means all musical works owned, controlled, or created by the Member, including music and lyrics.

3. Grant of Rights – Public Performance (Mandatory)

The Assignor hereby grants ACPOSL the exclusive right to administer, license, and collect royalties for the public performance of the Assignor's musical works within the Territory, for the duration of this Agreement, subject to reciprocal agreements with foreign collective management organisations. This includes:

a. Live performances;
b. Radio, television, and other broadcast performances;
c. Digital streaming and online transmissions.

4. Grant of Rights – Digital Licensing (Optional Opt-In)

Where elected by the Assignor or authorized Publisher, ACPOSL shall have the right to license and collect royalties for the following in the Territory:

4.1 **Digital Performance Rights** – streaming, simulcasting, webcasting, and any other form of digital performance.

4.2 **Digital Mechanical Rights** – reproduction, storage, caching, and downloading in digital formats.

4.3 **Other Digital Rights** – Synchronization rights for online platforms, where ACPOSL may act solely as a facilitating or administrative agent, subject to the express written approval of the copyright owner or publisher

Any such digital or mechanical rights, where administered, shall be accounted for separately and shall not form part of mandatory collective distributions under ACPOSL Distribution Rules

[ ] I hereby opt-in to Digital Licensing Rights

5. Partial Rights & Carve-Outs

Where certain rights in Clause 4 have been granted to another party, ACPOSL's mandate applies only to the remaining rights unless authorized otherwise in writing.

6. Publisher Representation Agreements

Where a Publisher controls certain rights in the Assignor's works, ACPOSL may contract directly with such Publisher to administer those rights in Sri Lanka, subject to:

- Limitation to Sri Lanka territory unless otherwise agreed;
- Inclusion of all relevant works controlled by the Publisher for the Member;
- Direct royalty collection from DSPs and other licensees. Provided that ACPOSL shall not grant synchronization licences or determine synchronization fees without express written authorization from the Publisher

7. Territorial Limitation

Unless expressly agreed otherwise in writing, this mandate applies only to the Territory.

8. Non-Conflict with Existing Agreements

This Agreement is subject to any exclusive grants made by the Assignor to third parties for the rights in Clause 4. ACPOSL will only exercise such rights with the consent of the controlling party.

9. Future Assignments

If the Assignor assigns rights covered by Clause 4 after signing this Agreement, they shall ensure either:
a. ACPOSL is authorized to continue administration in Sri Lanka; or
b. ACPOSL is notified to contract directly with the new rights holder.

10. Warranties & Indemnities

The Assignor warrants that they have full ownership and authority to grant the rights assigned, and that the works do not infringe the rights of any third party.
The Assignor shall indemnify ACPOSL against any claims, losses, or expenses arising from a breach of this warranty.

11. Collection & Distribution

ACPOSL shall retain an administrative deduction in accordance with its Board-approved budgets and published tariff and distribution rules.

ACPOSL shall administer the assigned rights on a non-discriminatory basis and shall distribute royalties strictly in accordance with declared ownership shares and its approved distribution rules.

12. Reversion of Rights

Upon termination, ACPOSL shall continue to administer and distribute royalties accrued prior to termination, including post-term distributions, in accordance with its distribution rules.

13. Term & Termination

This Agreement remains in force until terminated by either party with **three (3) months' written notice**, subject to ACPOSL's right to collect royalties accrued prior to termination.

14. Notices

The Assignor shall promptly notify ACPOSL in writing of any changes in contact details.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

16. Signatures

Assignor (Member):

Signature: .....

Name: .....

Date: .....

Assignee (ACPOSL):

Signature: .....

Name: .....

Date: .....

Witnesses:

1. Name/Address/Signature: .....

   .....

2. Name/Address/Signature: .....

   .....

Schedule A – List of Works

No	Title	Performer	Composer	Lyricist	Publisher
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Schedule B – Assignment of Copyright After Death

Name(s) of heirs: .....

Relationship: .....

Bank details:

Bank: ……. Branch: ……..…

Account Number: ……

Account Holder's Name: ……

Schedule C – For Office Use Only

Applicant ID No.: _____ | CAE / IPI No.: _____ | Approved: Yes / No

Approved by: _____ | Date Approved: _____