

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

BETWEEN \_\_\_\_\_

Whose performance / stage is: \_\_\_\_\_

Of \_\_\_\_\_

(Hereafter called "Rightsholder")

- And -

THE COPYRIGHT SOCIETY OF BOTSWANA also referred to as COSBOTS incorporated under the COMPANIES ACT CAP 42:01, also established by section 36A of the Copyright and Neighbouring Rights Act CAP 68:02 and licensed by the Companies and Intellectual Property Authority in accordance with section 22B (I) of the same Copyright Act as a non-profit making company, having its Registered Office at Plot 93, Unit 1 Gaborone International Commerce Park Private Bag BO 75, Bontleng, Gaborone, Botswana.

#### COSBOTS Membership Agreement

Please note that, by signing this document you will transfer certain rights to COSBOTS. It also sets out precisely what you can expect from COSBOTS and what we can expect from the rightsholder.

In consideration of the undertaking herein contained and for other good and valuable considerations, the parties agree as follows: -

#### 1. TERM

The term of this Agreement shall be for the duration of the Copyright in a rightsholder's works as provided in the Copyright and Neighbouring Rights Act CAP 68:02 from the date that the Agreement is Signed by the rightsholder and COSBOTS; however the agreement may be terminated by either party as provided for in the Membership and Distribution Rules of COSBOTS

#### 2. METHOD OF TERMINATION

COSBOTS or the Rightsholder may effect termination of membership in accordance with Rule 9 and Rule 10 of the abovementioned Membership and Distribution Rules and the COSBOTS constitution by giving 30 days' notice of termination.

#### 3. WARRANTY OF TITLE OF WORK(S) ASSIGNED

The rightsholder warrants that he/she has the right and authority to assign the economic rights (detailed in 4(b) below) to COSBOTS in accordance with this Agreement. The rightsholder warrants that the musical works, sound recordings and audio visual works, the performing and reproduction rights of which are assigned by this Agreement, do not and will not infringe the copyright or neighbouring rights in any other work and that the rightsholder agrees to indemnify COSBOTS against all liabilities, claims, loss, demands, actions, costs including reasonable legal fees and/or, damages arising out of any third-party claim against COSBOTS in respect of the Economic rights assigned by this Agreement.

Rightsholders hereby subject their work to whatever vetting/authentication process that COSBOTS deems fit, prior to awarding full membership status.

#### 4. THE TRANSFER/ASSIGNMENT

(a) The rightsholder transfers/assigns to COSBOTS the economic rights which belong to the rightsholder on the date of this agreement or which the rightsholder may acquire or own whilst he/she remains a COSBOTS member or those that the rightsholder may jointly own with others for all parts of the world. It is understood that the economic rights assigned by this Agreement are exclusive to COSBOTS for the term of this Agreement.

(b) Economic Rights assigned in terms of this agreement are the rights of:

- i. Reproduction,
- ii. Public performance
- iii. Broadcasting, and
- iv. Communication to the public

(c) The transfer mentioned in clause 4(b) shall last for so long as you remain our member and in accordance with the COSBOTS constitution, rules and regulations and as both may be amended from time to time.

#### 5. COSBOTS OBLIGATIONS

COSBOTS will endeavour to administer the economic rights (as detailed in 4(b) above) in accordance with the laws of Botswana.

##### 5.1 Distribution

COSBOTS shall use its best endeavours to distribute all royalties payable to a rightsholder in accordance with its distribution rules and constitution

##### 5.2 Licensing

Negotiate licensing agreements and set tariff charges on the rightsholder's behalf on the best achievable terms and license as many users of the economic rights as practicable (taking into account business constraints and the interest of membership as a whole);

##### 5.3 Collection of Royalties

Collect all royalties that are appropriately payable to the COSBOTS rightsholders in Botswana and through agreements of representation collected from other territories across the world where economic rights have been assigned. COSBOTS shall carry out this mandate subject to the laws and rules that operate in other territories where other societies or rightsholder organisations are based

##### 5.4 Complaints

COSBOTS shall maintain a complaints procedure which the rightsholder shall be entitled to, where they have not been treated in accordance with COSBOTS rules, the Constitution and the Copyright and Neighbouring Rights Act Cap 68:02 in administering their economic rights.

#### 6. RIGHTSHOLDER'S OBLIGATIONS

##### 6.1 Ownership of Assigned Rights

The rightsholder shall uphold the warranty provided in 3 above and represent that you own or have full power to transfer the economic rights and that the works (the economic rights in which you have transferred to COSBOTS under this agreement) do not and will not infringe the copyright in any other works.

##### 6.2 Rules and Regulations

The rightsholder accepts that they are bound by the COSBOTS constitution, rules and regulations and any amendments thereto, and promise to indemnify COSBOTS and keep COSBOTS 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 the has transferred to COSBOTS under this agreement

**6.3 Documents**

The rightsholder shall provide any documents as we may reasonably require in enforcing the economic rights assigned herein.

**6.4 Third Party Agreements**

The Rightsholder shall insert in each relevant contract the Rightsholder makes with a third party a clause reserving the economic rights assigned to COSBOTS and make such contract(s) subject to this Agreement;

**6.5 Re-Assignment of Economic Rights**

The rightsholder shall refrain from licensing any of the assigned rights and from otherwise dealing with assigned rights that have been transferred to COSBOTS and avoid doing anything which is likely to prejudice COSBOTS ability to meet its obligations to other rightsholders.

**6.6** Upon signing this agreement the rightsholder shall provide COSBOTS with all copies of their works whose rights have been assigned COSSOTS.

**6.7 Cooperation during investigation**

The rightsholder agrees to assist by providing information and documents to COSBOTS and its officers during investigations regarding cases of infringement of Copyright and Neighbouring Rights Act and in order to assist COSBOTS enforcing the economic rights that have been assigned to it

**7. SUCCESSORS / LEGAL REPRESENTATIVES AND ASSIGNEES OF THIS AGREEMENT**

This Agreement shall be binding on the heirs, legal representatives or other successors in interests and assigns of the Member/Rightsholder and COSBOTS.

*Should you have any questions concerning the completion of this form  
Please call or contact us on  
Tel: + 267 392 8055  
E-mail: info@cosbots.co.bw*

*Please return this from to the Distribution & Documentation Department, COSBOTS.*

Applicant's Signature

Signature of Authorising Officer

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PLOT 93, UNIT 1, GABORONE INTERNATIONAL COMMERCE PARK  
PRIVATE BAG BO 75, BONTLENG, GABORONE, BOTSWANA

*(a non-profit company incorporated under the companies Act of Botswana)*