



## Association of Creators and Publishers of Sri Lanka (ACPOSL)

No. 115, Sir James Peiris Mawatha, Colombo 02

### Membership Mandate

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

## Digital Rights for Sri Lanka

Within the territory of Sri Lanka, the applicant grants ACPOSL the authority to license digital rights to all Digital Service Providers (DSPs). This enables DSPs to obtain licenses for Sri Lankan musical works from Association of creators and publishers of Sri Lanka. Any Sri Lankan creation made available by DSPs in Sri Lanka will be covered by this agreement. The digital rights include digital performance, transmission, synchronization, and downloading the musical works within the specified territory, but are not limited to these activities. This does not apply to works licensed by creators residing outside Sri Lanka to publishers for their own works. All management and collection of digital rights and related copyright management will be handled by the Association of creators and publishers of Sri Lanka in accordance with Sri Lankan law.

### Declaration under the Intellectual Property Act No. 36 of 2003

THIS DEED OF ASSIGNMENT is drawn and signed on this ..... Day of .....in the Year 20 ..... at

.....between:.....

(NIC No: ..... ) of

.....

(hereinafter sometimes called and referred to as the 'Assignor' which term or expression as herein used shall where the context so requires of admit mean and include the saidAssignor his/ her heirs executors and administrators) of the First Party. This agreement is made between the above parties on this day of ....., month of ....., year .....

and

Authors Composers and Publishers Organization of Sri Lanka, an organization duly incorporated under the Companies Act No. 07 of 2007 with registration No. GA 309423 and having its registered office at No. 115, Sir James Peiris Mawatha, Colombo 02.

(hereinafter sometimes called and referred to as the 'Assignee' which term or expression as herein used shall where the context so requires of admit mean and include the said Assignee as Second Party.

**-: W I T N E S S E T H :-**

1. All rights specified in clause 2(b) below are assigned by the First Party to the Second Party, subject to the terms herein.
2. (a) Under the amended Intellectual Property Act No. 36 of 2003 and related regulations, the First Party assigns to the Second Party all rights in all musical works currently owned or created in the future, including both music and lyrics, but limited to those works only.  
(b) The rights assigned include:
  - (i) The right to publicly display original or copies of the works;
  - (ii) The right to perform the works publicly;
  - (iii) The right to broadcast the works;
  - (iv) The right to communicate the works to the public in any manner;
  - (v) The right to use any part of the works for the above purposes;
  - (vi) Any other use of the works as allowed under the Intellectual Property Act.  
(c) All rights mentioned in clause 2(b) included electronic, digital communication, transmission, or any use on digital platforms, but are not limited to these.  
(d) A detailed list of assigned works is attached as a schedule.
3. The Assignees, by utilizing all available international facilities provided by organizations affiliated with the International Confederation of Societies of Authors and Composers (CISAC), to which Sri Lankan authors and publishers can gain access, agree to act in the best interest of the Assignor to manage the assigned rights and to secure any benefits or advantages that may be obtained from such affiliations. Furthermore, as detailed in Clause 4 below regarding the enforcement of the assigned rights, the Assignees shall use their utmost efforts to collect all royalties on behalf of the authors.
4. The Assignor agrees that the Assignees may, in accordance with applicable prevailing laws and regulations, and with the consent of the relevant parties, collect authors' royalties, license fees, and any other forms of monetary remuneration of any nature related to the rights assigned under Clause 2. From the total monies thus collected, the Assignor agrees that up to 30% may be retained by the Assignees as administrative expenses, and the remaining amount shall be paid to the Assignor, subject to the agreement with the users.

5. The Assignor declares and agrees with the Assignees that the Assignor has full ownership and authority to assign the rights being assigned as described above. Furthermore, the Assignor guarantees that the works being assigned or intended to be assigned do not and will not infringe upon the copyrights of any other party. In the event that any third party claims ownership over the rights assigned or intended to be assigned, or should any cost, loss, expense, or fee arise from such a claim, the Assignor agrees to fully indemnify and hold the Assignees harmless from any such liabilities. Moreover, for as long as the Assignees continue to function as a member of the relevant collective management organization, and subject to any revisions made by the Assignor from time to time, the Assignor agrees to undertake all necessary actions, provide any required documentation, and grant any further rights or authorities necessary to enable the Assignees to exploit, administer, and enforce the assigned rights or any portion thereof.
6. Furthermore, in the case of works involving co-authors, the Assignor must clearly inform the Assignees of such co-authorship. Upon request by the Assignees, the Assignor shall obtain written confirmation of the respective rights from the co-authors or introduce the co-authors to the Assignees for the purpose of obtaining membership in the relevant organization.
7. As long as the Assignees remain members of the relevant collective management organization, the Assignor agrees to execute any and all assignments in favor of the Assignees in writing, as required from time to time, in accordance with the applicable laws and regulations. The Assignor further agrees to carry out such assignments in accordance with the statutes of the said organization to which the Assignees belong.
8. In accordance with the applicable laws and the current statutes and regulations of the collective management organization to which the Assignees belong, if at any time the Assignor's membership with the Assignees is terminated, the rights assigned under this agreement shall revert to the Assignor. However, such reversion shall not affect any rights already granted, obligations undertaken, or legal actions initiated by the Assignees in relation to the Assignor's works prior to the termination. Accordingly, the Assignor acknowledges that a minimum notice period of three (3) years, to be given in writing by the Assignor to the Assignees, may be required for the reversion of rights. Upon termination of the membership, the Assignees shall take all necessary actions to complete the reversion of rights to the Assignor as specified in this clause.

9. The First Party agrees to promptly notify the Second Party of any changes in address for administrative convenience.

10. The First Party declares that the rights assigned under clause 2 are assigned under the above terms.

**Signatures**

Signed and sealed by the above-named parties.

Assignor

.....

(Member’s Signature)

Signed on this Date: .....

Assignee

.....

Association of creators and publishers of Sri Lanka

Signed on this date: .....

.....

.....

.....

(Signature, address, and occupation of Witness)

**Assignment of Copyright after Death**

1. Name(s) of heirs after member’s death: .....

2. Relationship between member and heirs: .....

3. Account number and bank details of heirs:

.....

.....

.....

**List of Works**

| No. | Title of Work | Performer | Composer | Lyricist | Publisher |
|-----|---------------|-----------|----------|----------|-----------|
| 1   |               |           |          |          |           |
| 2   |               |           |          |          |           |
| 3   |               |           |          |          |           |
| 4   |               |           |          |          |           |
| 5   |               |           |          |          |           |
| 6   |               |           |          |          |           |
| 7   |               |           |          |          |           |
| 8   |               |           |          |          |           |
| 9   |               |           |          |          |           |
| 10  |               |           |          |          |           |

---

**For Office Use Only**

- Applicant ID Number: .....
  - Date Approved: .....
  - CAE / IPI Number: .....
- Other Notes: .....
  - Approved: Yes / No
  - Approved by: .....