

- I. Collection of remuneration from communication to the public including the right to making available, public performance of any Sound Recording within the Territory;
- II. Collection of remuneration from broadcasting by any means; and existing and emerging platforms.
- III. Collection of remuneration relating to blank media levy/private copy remuneration fees.

5 DISTRIBUTION OF ROYALTIES.

In accordance with its Memorandum and Articles of Association and Distribution Rules and amended from time to time, KAMP shall remit to its Rights Holders and members or to any other legal or natural person duly designated in writing, any royalties from license fees that KAMP has collected.

5.1 INFRINGEMENT.

KAMP shall respond to, prosecute and defend any and all accrued causes of action wherever and whenever accrued in respect of any infringements of the Sound Recording Rights in any such Sound Recording insofar as the same are now or subsequently vested in the Rights Holder and/ or member and exercise the right to bring proceedings in respect of such infringements in the name of KAMP where the same are within the scope of this Agreement.

5.2 RECIPROCAL AGREEMENTS.

KAMP will engage with sister societies around the World also involved in the collective administration of Sound Recording Rights and shall when the Board of Directors and Company deems appropriate conclude reciprocal agreements which shall delegate, license, further grant the rights granted in this Agreement to the said societies and to entrust the controlled management of all or part of such Sound recording rights within all or part of the Territory contemplated here in.

6. RESTRICTION.

KAMP shall not administer any use of Sound Recording that are expressly reserved or excluded by the applicant. These Sound Recordings and uses to be excluded should be communicated in writing to KAMP within one (1) month of the receipt of the application for membership.

7. DECLARATION.

The Applicant declares as follows:-

I/We have the right, power and authority to enter into this Agreement with full title guarantee, and I/We have obtained all necessary consents (if any) so as to permit KAMP freely to ADMINISTER THE RIGHTS IN THE Sound Recordings for THE ENTIRE PERIOD THAT Copyright(including all extensions and renewals thereof) submitted to KAMP.

8. INDEMNITY.

The applicant shall hereafter indemnify KAMP and hold KAMP, ITS DIRECTORS,EMPLOYEES,AGENTS AND ASSOCIATES harmless from and against any and all losses, demands, claims FOR COMPENSATIO, INFRINGEMENT, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by KAMP in consequence of any breach by the MEMBER.

9. COMMENCEMENT.

This Agreement shall take effect UPON EXECUTION BY BOTH PARTIES.

10. ENTIRE AGREEMENT.

This Agreement should constitute the entire and sole agreement entered into between the Member and KAMP respecting its subject matter, and shall supersede any prior agreement respecting said matter.

11. JURISDICTION.

This Agreement SHALL only be amended in writing AND SIGNED BY BOTH PARTIES.

All rights and obligations hereunder shall be construed and interpreted in accordance with the Laws of Kenya, the Courts of which shall have the exclusive jurisdiction in all matters concerning the same.

Signed by Member: _____ Date: _____

Signed for and on behalf of KAMP: _____ Date: _____



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APPLICATION FORM AND AGREEMENT

MEMBERSHIP NUMBER OFFICIAL USE ONLY

APPLICANTS DETAILS

Name of Applicant (As appears on Identification Documents)		Date	
Applicant's trading business or company name (if different)			
Contact Persons Name			
Applicant's business registration type (tick in box where applicable)	(a) Limited Liability Company <input type="checkbox"/> (b) Business Name <input type="checkbox"/> (c) Other _____		
PIN No.	Reg No.	VAT No.	
Current Physical Address			City
Country	Postal Code	Address	
Cell	Tel	Email Address	
Email Address 2		Website	

IF AN APPLICANT IS A SOLE PROPRIETOR COMPLETE THE SECTION BELOW

First Name		Middle Name		Last Name	
Relationship to Applicant			ID/PP No.		
Date of Birth		Gender		Current Physical Address	
City	County	Postal Code	Address		
Tel	Cell	Email Address			
Note if the next of Kin declared is a minor, please indicate guardian here:					

IF APPLICANT IS A RECORD LEBAL COMPANY PLEASE COMPLETE THE SECTION BELOW

	Name of Partners/Directors (Any two)	Position	Cell / Email
1			
2			

PAYMENT DETAILS

Account Holders Name:		AccountNumber:	
Bank Name:		Branch:	Bank Code:
Sort Code:		Swift Code:	
Mobile Money Provider:		Mpesa <input type="checkbox"/>	Airtel Money <input type="checkbox"/> Orange Money <input type="checkbox"/> Other _____
Cell:	Name Registered:		

Yes No

If Yes, Name them here: _____

I hereby confirm that the information provided on this form is true to the best of my knowledge and belief and that I have duly read and understood the terms of the Membership Agreement attached hereto.

Signature of Applicant (s) _____ Date: _____

Signature of Co-applicant _____ Date: _____

AGREEMENT BETWEEN KAMP AND THE MEMBER.

The applicant agrees to the following terms and conditions as provided here below:

1. DEFINITIONS AND INTERPRETATIONS.

1.1 In this agreement the following words or phrases have the following meanings:-
CMO means Collective Management Organisation “copy” shall bear the meaning ascribed to it in the Copyright Act 2001 of Laws of Kenya to include reproduction of work in any manner or form and includes any sound or visual recording of a work and any permanent or transient storage of a work in any medium, by computer technology or any other electronic means.

Means the Copyright Act of Laws of Kenya and any relevant statutory modifications or re-enactment thereof for the time being in force.

Infringement bears the meaning ascribed to it in the Copyright Act 2001 Laws of Kenya to include any act which violates the right protected by the said Act.

KAMP means Kenya Association of Music Producers.

KAMP Documents means the current version of the memorandum and Articles of Association of KAMP, any by-laws, distribution rules, Codes of Conduct, Rules and Regulations and other relevant manuals, policies and procedures from time to time generated and in force by which the applicant agrees to be bound.

Member means applicant who has successfully completed and met the requirements for KAMP membership.

Producer of Sound Recordings shall mean the person or entity who has made all the financial and other arrangements necessary for the first fixation of the Sound Recording.

Right Holder means both member and non-member producers whose Sound Recordings Rights shall be administered by KAMP in accordance with the relevant Sections of the Copyright Act 2001 Laws of Kenya.

Sound Recording Shall bear the meaning ascribed to it in the Act and any amendments thereof from time to time.

Sound Recordings Rights In this Agreement means the rights of the owners of Sound Recordings captured in Section 28 and 30A of the Copyright Act of 2001, Laws of Kenya.

2. OBLIGATIONS OF APPLICANTS.

The Applicant Shall:

I. Declare KAMP, in writing and a manner prescribed by KAMP, all Sound Recordings over which it currently holds the Rights assigned, granted or otherwise transferred hereunder.

II. Provide KAMP, upon request, at least one (1) copy of each Sound Recording effected. KAMP shall not be liable for any loss or damage suffered by the Applicant should it fail to comply with the provision or be bound to make any payment whatsoever respecting any sound recording that has been declared.

III. Provide KAMP with accurate data in respect of the Sound Recordings, Contact Information, Next of Kin Information, Payment details and any changes related to the same in writing.

IV. Sign any document and take any action useful or necessary to confirm, give effect or to enforce the Sound Recordings or to enable it to exercise any right or obligation by KAMP hereunder.

V. Refrain doing anything whatsoever that would violate the rights or interests of KAMP and shall endeavor to cooperate with KAMP, its representatives and other members for the purposes of contributing to the progress of KAMP.
“Territory” Means in the first instance the Republic of Kenya and is also extended to include the world.

1.2 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 Where expressions used in this Agreement are expressions used in Copyright Act of 2001 of Kenya, they shall have the same meaning as in the said Act unless the context otherwise requires.

1.4 In this Agreement references to the word “including” do not imply any limitation.

3. ADMINISTRATION OF SOUND RECORDING RIGHTS.

3.1 KAMP has the legal mandate to administer the following rights on behalf of the member and in accordance with the relevant Company resolutions applicable statutes international treaties and/ or agreements currently in force amended from time to time:-

2.2 KAMP DIGITAL RIGHTS AGREEMENT

Digital Transactions involving Sound Recordings

It is hereby agreed that KAMP shall administer on behalf of the Member and/ or Music Producer owning rights in Sound Recordings in accordance with the relevant Company decisions, applicable statutes, international treaties and / or agreements currently in force or duly amended from time to time the right to remuneration relating to authorizing, negotiating a rate and collecting for digital transactions including but not limited to:

- i) Online transactions, Cable transmissions; and
- ii) Making available / Communicating to the public by means of electronic media, the internet, in interactive platforms; such as use of Sound Recordings by content aggregators , PRSPs, in electronic multimedia products, telecommunication services including ringtones, CRBTs, downloads, streams and any other performance or digital reproduction of the Sound Recording(s)

DECLARATION

I / We (Name) of.....(company / trading name), do hereby authorize KAMP to administer the above digital transactions on my / our behalf.
Signed by Rights holder (Producer of Sound Recordings):

Name:Signature Date

Witnessed by (Any other Producer of Sound Recordings):

Name:Signature Date

Signed on Behalf of KAMP

Name: Designation:

Signature: Date:.....

4. AUTHORIZATION FROM MEMBER.

The member by way of this Agreement hereby authorizes KAMP to;

- (i) *Develop tariffs for the use and exploitation of the Sound Recording.
- (ii) *Negotiate with users involved in all the exploitations and uses covered by this Agreement and all legislation.
- (iii) *Conclude agreements on behalf of member/rightholder on payment of licenses fees related to said exploitations.
- (iv) *Receive remuneration and payments of the license fees and retain amounts necessary to cover the operations and administrative costs of KAMP.
- (v) *Develop distribution rules that will govern the manner in which the accumulated amounts shall be paid out to the various Rights Holders and members for monies collected within the territory.
- (vi) * Make royalty to the Member in accordance with the distribution rules.

Please sign at the back of this form.