

INDIVIDUAL APPLICATION FORM AND AGREEMENT

APPLICANTS DETAILS

Name of Applicant (As appears on identification Documents)		Date	
ID/PPN	Date of Birth	Gender	
Current Physical Address		City	
County	Postal Code	Address	
Tel	Cell	Email Address	
Email Address 2		Website	

NEXT OF KIN INFORMATION

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:		

PAYMENT DETAILS

Account Holders Name:		Account Number:	
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 _____			
Tel:	Name Registered:		

Are you a member of other collecting societies?

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.

Passport Photo Here

Signature of Applicant(s) _____

Date: _____

Signature of Co-applicant _____

Date: _____

SOUND RECORDING DECLARATION FORM

A) DATA OF PRODUCER (Fill this section **Once** per sound recording)

Name of Producer			
Current Physical Address		City	County
		Postal Code and Address	
Tel	Cell	Website	
Email Address		Alt Email Address	

B) DATA OF RECORDINGS (Fill this section per **Every** sound recording or track)

Album Original Title		Main Artist(s) or Group	1.
Music Category	Secular <input type="checkbox"/> Gospel/Religious <input type="checkbox"/> Patriotic		2.
			3.
Track No.	Track Title:	Language(s)	1.
			2.
			3.
Type/ Style of Music or Genre	Jazz <input type="checkbox"/> Hip-hop <input type="checkbox"/> RnB <input type="checkbox"/> Rock <input type="checkbox"/>		
	Pop <input type="checkbox"/> Classical <input type="checkbox"/> Electronic <input type="checkbox"/> Other _____		
Country of Recording	Country of Production	Recorded at:	
Date of Recording	Duration		
Type Of Medium	Audio Cassette <input type="checkbox"/> Compact Disc (CD) <input type="checkbox"/> Digital Versatile Disc (DVD) <input type="checkbox"/>		
	Video Cassette (VHS) <input type="checkbox"/> Video Compact Disc (VCD) <input type="checkbox"/> Other _____		

C) DATA OF RECORDING SHEET (Fill this section per **Every** sound recording)

Main Artist or Group			
Background Vocalists - BGV's (Individual) or Group (Choir, Band, Orchestra etc.)	1.	4.	
	2.	5.	
	3.	6.	
Orchestra / Band (Names Of Instrumentalists)	Track Programming		
	Keyboards		
	Live Drums		
	Lead Guitar		
	Acoustic Guitar		
	Rhythm Guitar		
	Bass Guitar		
	Saxophone		
Other Instruments & Instrumentalists	Instrument 1	Instrumentalist	
	Instrument 2	Instrumentalist	
	Instrument 3	Instrumentalist	

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 Organization

“Copy” shall bear the meaning ascribed to it in the Copyright Act 2001 of laws of Kenya to include the 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.

“Copyright Act of 2001” means the Copyright Act No. 12 of 2001 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 of laws of Kenya to include any act which violates a right protected by the Copyright Act 2001 of laws of Kenya.

“KAMP” means the Kenya Association of Music Producers

“KAMP Documents” means the current version of the Memorandum and Articles of Association of KAMP, any bye-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 the 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.

“Rights holder” means the Producer whose Sound Recordings Rights shall be administered by KAMP in accordance with the provision of Section 30 (A) of the Copyright Act of 2001, Laws of Kenya, but who has not completed the requirements for KAMP membership.

“Sound Recording” shall bear the meaning ascribed to it in the Copyright Act 2001 of Laws of Kenya and any amendments thereto from time to time.

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

“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 the Copyright Act 2001 of laws 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.

2. ADMINISTRATION OF SOUND RECORDING RIGHTS

2.1 KAMP shall administer the following rights on behalf of the Applicant and Music Producers rights holders in accordance with the relevant Company decisions, applicable statutes, international treaties and / or agreements currently in force or duly amended from time to time : -

- i) Collection of remuneration from communication to the public, public performance of any Sound Recording within the Territory;
- ii) Collection of remuneration from broadcasting by any means;
- iii) Collection of remuneration relating to blank media levy / private copy remuneration fees.

2.2 Digital Transactions Involving Sound Recordings:

KAMP can also administer on behalf of the Applicant the right to remuneration related to authorizing, negotiating a rate and collecting for digital transactions including but not limited to:

- i) Online transmissions, 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, real tones, CRBTs, downloads, streams and any other performance or digital reproduction of the Sound Recording(s).

☐ I / we hereby authorize KAMP to administer the above digital transactions on my / our behalf.

PLEASE NOTE that if you do not tick the box, KAMP will not collect or distribute monies on your behalf for any digital transactions in which your Sound Recordings are being exploited.

3. AUTHORIZATION

The Applicant by way of this Agreement hereby authorizes KAMP to do the following on its behalf:

*Develop tariffs for the use and exploitation of the Sound Recording;

*Negotiate with users involved in all the exploitations and uses covered by this Agreement and any applicable legislation;

*Conclude agreements on behalf of Applicant on payment of license fees related to said exploitations;

*Receive remuneration and payments of the license fees and retain amounts necessary to cover the operations and administrative costs of KAMP.

*Develop distribution rules that will govern the manner in which the accumulated amounts shall be paid out to the various rightsholders and members for monies collected within the Territory.

*Make payments to all eligible rightsholders and members who are in compliance with the obligations in this Agreement, the Codes of Conduct, bye laws, KAMP Memorandum and Articles of Association from time to time in force, in accordance with the distribution rules.

4. OBLIGATIONS OF APPLICANT

The Applicant shall:

- i) declare to 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 this 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 Recording Rights 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 endeavour to cooperate with KAMP, its representatives and other members for the purposes of contributing to the progress of KAMP.

5. OBLIGATIONS OF KAMP

5.1 COLLECTION OF LICENSE FEES

KAMP shall do anything that is commercially reasonable to negotiate and collect from the users of the Sound Recordings any license fees payable to it pursuant to the Act or to any Agreement in respect the rights over any Sound Recording which have been duly declared to KAMP.

5.2 DISTRIBUTION OF ROYALTIES.

In accordance with its Memorandum and Articles of Association and Distribution Rules as 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 the license fees that KAMP has collected, which were generated by the exercise of the mandate herein granted to KAMP through this Agreement and any statutory provision. Distribution shall be payable within the periods prescribed in the distribution rules from time to time in force.

5.3 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 rightsholder 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.

5.4 RECIPROCAL AGREEMENTS

KAMP will engage with sister societies around the world also involved in the 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 hereunder to any other corporation or person designated by KAMP.

6. RESTRICTION

KAMP shall not administer any use of Sound Recordings 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.

KAMP shall respond to the Applicant in writing acknowledging receipt and confirming if the said restriction is in line with the statutory provisions and whether the same shall be practically implementable.

7. DECLARATION

The Applicant declares as follows:-

I / We have the right, power, and authority to enter into this Agreement and to grant all the rights specified in this Agreement with full title guarantee; and

I / We have obtained all necessary consents (if any) so as to permit KAMP freely to exercise the Sound Recording Rights in respect of the declared Sound Recordings for the subsistence of the term of this Agreement and the protection of the copyright in the Sound Recording (s) (including all extensions and renewals thereof) submitted to KAMP.

8. INDEMNITY

The Applicant shall hereafter indemnify KAMP and hold KAMP harmless from and against any and all losses, demands, claims, 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 Applicant.

9. COMMENCEMENT

This Agreement shall take effect on the date on which it is counter-signed on behalf of KAMP.

10. JURISDICTION

This Agreement should constitute the entire and sole agreement entered into between the Applicant and KAMP respecting its subject matter, and shall supersede any prior agreement respecting said matter. This Agreement may only be amended in writing. 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 Applicant:

Date:

Signed for and on Behalf of KAMP:

Date:
