



**GHANA MUSIC RIGHTS ORGANIZATION
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MEDIATION GUIDELINES

This document provides a framework for the mediation and settlement of disputes that may arise as a result of administration of rights by the Ghana Music Rights Organization (GHAMRO) among its members and other parties that the member may have gone into dispute with.

The Parties understand and agree as follows:

1. Appointment and Objectives:

The primary objective of this process is to assist the Parties to reach a fair and constructive understanding in resolution of any issue, misunderstanding or dispute that may have arisen. The Society role as a mediator is neutral and shall remain impartial throughout the process and therefore it is required that parties sign the undertaking granting the right to commence and complete this process.

2. Legal Representation:

The society will not provide legal services in the process or appoint legal representative for any of the parties and parties are thus free to be accompanied by their legal representative(s).

3. Voluntary:

The participation of the process is voluntary therefore any party may consent or otherwise redraw and or at any point in time communicate its intention to have the process suspended. The Society likewise may also suspend the process if at any point there is lack of corporation among the parties.

4. Confidentiality:

During and after the process, no party may disclose, publicize and or communicate to the public the details of the process either the written or oral communication or any settlement except approved by the Society. The manner and form shall be determined by the process.

5.1 Scheduled Mediation Session:

If the matter is not resolved by the close of the first session, the Society may schedule not more than two (2) additional sessions.

5.2 Mediation Statements:

The Parties shall provide the Society and the other Parties with written mediation statements at least one week prior to the scheduled mediation session. The statements shall describe the Parties' positions and shall provide any background documents in addition.

5.3 Authority:

The Parties will be personally present at the process except upon notification of ill health or otherwise.

5.4 Settlement Agreement:

If a settlement is reached at the end of any of the schedule period, a written document will be made to commit to it. If however no settlement is reached at the end of the approved process, parties will be free to take whatever steps are deemed fit by law to seek redress without any liability to the Society.

5.5 Fees:

The Society shall charge GHs 300.00 for the three (3) sessions borne by both parties and deducted from any approved settlement.