

# Ghana Music Rights Organization

A Company Limited by Guarantee – Established in 2010 Under L.I. 1962  
Affiliated to the International Confederation of Societies of Authors and  
Composers – CISAC

# GHAMRO

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## Members Handbook

# Contents

Members Handbook .....	1
Section A - Membership .....	3
Section B - Repertoire .....	8

# Section A - Membership

## GHAMRO Membership Categories

### How to become the successor to a deceased member

#### Section A – Membership

Category	Provisional Member	Associate Member	Full Member (3)
	Minimum Qualifying Criteria(1) (2)	After 1 year’s provisional membership aggregate earnings of ghc1,560 (author/performer) and GHc4,800 (publisher/producer) over a period not exceeding three continuous years.(4)	After 1 year’s membership aggregate earnings of ghc2,300(author/performer) and GHc7650 (publisher/producer) over a period not exceeding three continuous years (4)
Rights	I. Receive Report & Accounts. II. Attend General Meetings III. 1 vote on a show of hands or on a postal ballot	I. Receive Report & Accounts II. Attend General Meetings III. Eligible to nominate or be nominated to Board V. 1 vote on a show of hands or 10 votes on a poll or postal ballot	I. Receive Report & Accounts II. Attend General meetings III. Eligible to nominate or be nominated to Board V. 1 vote on a show of hands: 50 votes on a poll or postal ballot plus 50 additional votes if either of the under-noted criteria is fulfilled (3) (5).

1. Discretion is retained by the Board of Directors to elect below the criteria in appropriate circumstances.
2. Promotions to Full and Associate membership are automatic. After the end of each financial year, members' earnings are examined to determine those who qualify for promotion. They are then notified of their new member status. The new status is not lost by any subsequent decline in GHAMRO earnings below the level of current criteria.
3. Successors to deceased members are eligible for promotion to Full membership if they meet the same earnings criteria as ***publisher/producer*** members. However, successors

are not eligible for appointment to the Board of Directors, nor are they entitled to the fifty additional votes on a poll or postal ballot (note 5) unless also qualifying for Full membership as an author/performer or publisher/producer in their own right.

## **Membership Requirements**

The criteria governing admission to Provisional membership of GHAMRO are as follows:

**Songwriters, Composers, Lyricists, and Performers**, qualify for membership of GHAMRO one of their works has been either:-

- a) commercially recorded (proof required is a photocopy of the CD inlay card and the applicant's name as a composer/author/arranger of public domain works, OR evidence of a commercially available download of original material.) (i.e. not a demo), or
- b) broadcast on TV or Radio within the past two years, or
- c) performed in public on at least 12 occasions within the past two years.

Applications for GHAMRO membership should be accompanied by suitable evidence such as a copy of the commercial recording, a letter or email from the broadcaster confirming that the broadcast took place or confirmation in a letter or email from the venue manager or owner or promoter that the qualifying performances took place.

Each applicant must also submit proof of identity. A copy of the applicant's birth certificate is normally sufficient and a reference from an existing GHAMRO member.

Applicants must also sign and return the Deed of Assignment issued to them at the time of their application.

## **Publishers/Producer**

In order to qualify for GHAMRO membership a music publisher/producer must have a catalogue of at least 15 works/sound recording, all of which have been commercially published or commercially recorded within the past two years. In addition:-

- a) The authors/performers of the 15 qualifying works/sound recording must be members of GHAMRO, or of one of its affiliated societies.
- b) The publisher/producer must have acquired rights in at least 5 of the works/sound recording for a territory within the previous year.

A copy of the recordings or of the sheet music must be submitted in support of the application for the qualifying 15 works/sound recording. Copies of all assignments between the applicant

and the authors/performers in respect of the works/sound recording concerned must also be supplied. A sheet of the publisher/producer's headed notepaper should be provided.

- Individual applicants must also submit a copy of their birth certificate passport or drivers licence.
- Partnerships must provide a copy of the partnership agreement
- Limited companies must provide a copy of the Memorandum and Articles of Association

### **Membership fees**

The fee for GHAMRO membership for either author /composer/performer is GHC120 or GHC250 for publisher/producer applicants.

### **Definitions**

The following definitions apply to the admission criteria:

- 'Broadcast' means transmission by a television or radio broadcasting station and/or inclusion in a cable programme.
- 'Film', which includes videograms (whether in the form of cassettes or discs) as well as cinematograph films as defined by the Copyright Act 690.
- 'Commercially published' means made available to the public by sale or hire in graphic (sheet music) form
- 'Commercially recorded' means:
  - i. the work has been released to the public on a record label, or
  - ii. the work has been recorded and made available to the public by inclusion in a catalogue of a recorded music (e.g. background or mood music) library, or
  - iii. the work has been recorded and transmitted by a television or radio broadcasting station or included in a cable programme, or
  - iv. the work has been recorded on the soundtrack of a film which has been released for public exploitation.

### **Termination of Membership**

Provisional and Associate author membership may be terminated if no royalties at all are credited to the author over a three year period. Provisional publisher/record label members whose royalties have not exceeded an aggregate of Ghc14,400 over three years may also be terminated.

## Successors to Deceased Members

Copyright in musical works lasts for the lifetime of the author (or in the case of co-written works, the lifetime of the last surviving contributor) and for 70 years following their death while that of Related rights is protected from the publication of the sound recording until the expiration of 70 years after the year of publication or if the sound recording has not been published from the fixation of the sound recording until the expiration of 70 years after the year of fixation.

On the death of a member, GHAMRO should be notified as soon as possible so that it can be established to whom future royalties should be paid. Under the company's Articles of Association, membership of GHAMRO ceases upon death. However, GHAMRO will continue to pay royalties to the deceased members' next of kin until December 31st of the seventh year following their death and seventy years after the year of publication respectively, or until a successor member is admitted, whichever is the earlier.

GHAMRO will admit to Successor membership persons eligible under the Articles of Association. Admission is carried out in such a way as to cause the royalties to be paid in accordance with the will/next of kin or operation of law. Whatever arrangements are made, GHAMRO is strictly accountable to pay royalties to the next of kin as stated in the application form or executors in the first instance and then to the Successor member, if one is elected. If the deceased does not state the next of kin or leave a will, the law prescribes who is to inherit his or her assets, including royalty payments from GHAMRO. GHAMRO is bound by the law, therefore, in the absence of a next of kin or a valid will all royalties will be paid to those legally entitled.

Successors to Provisional members are initially admitted to Provisional membership, whereas Successors to Associate or Full members are admitted to Associate membership (unless in the case of a deceased Full member the royalties over the last three years had fulfilled the criteria for Full Publisher/Producer membership). Once elected, Provisional Successor members are promoted to Associate membership status under the same criteria as living Author members, and Associate Successor members are promoted to Full membership status in accordance with the criteria for Publisher/Producer members.

Unless a Successor member is elected, GHAMRO's control of the rights in **unpublished** works/sound recording will cease upon the expiry of the seventy year period following the death of the last surviving interested party in the works/sound recording. As regards **published** works/sound recording, payment to the publishers/producers will normally continue after the expiry of the seventy year period, and include the former Author/performer share. The

executors of the last member would no longer be entitled to receive that Author/performer share direct.

**In conclusion, members should ensure that they have stated in their application forms their next of kins or made a valid will specifically bequeathing their royalties (if appropriate), and to also include that a direction is given to close family and/or legal advisors to notify GHAMRO immediately after their death so that the above procedures can be put into effect swiftly.**

# Section B - Repertoire

## ***Notification of New Works/Sound recordings***

### **GHAMRO Notification of Works/Sound recording Forms**

Completed forms should be sent directly to GHAMRO for initial registration of works/sound recording.

1. There are two types of forms used to register works/sound recording, a form for unpublished works/sound recording and a form to notify author/publisher and performer/producer agreements. An **additional titles form** can be used in conjunction with both of these forms where appropriate. '**ADDITIONAL TITLES**' forms can help reduce administration and paperwork. They can accompany the main notification form where members wish to notify several similar works/sound recordings, provided that the number of authors/performer is the same and the contractual details and shares are identical. Any number of 'Additional Titles' forms can accompany a main form in accordance with the above criteria.

### **Authors should note.....**

#### **Published Works/sound recording**

2. It is the responsibility of your publisher/producer to notify works/sound recording you have assigned to that company. Published works/sound recording should not be notified by the composer/performer or songwriter with certain exceptions. For example, an author may wish to notify GHAMRO of works which are published abroad only.
3. Authors/performers who are under exclusive contract to a publisher/producer should ensure that they advise their publisher/producer of all new works as they are written to enable the publisher/producer to notify the details to GHAMRO.

#### **Unpublished Works/sound recording**

4. should only be notified when specific performance activity is known or when they have been issued on commercial recordings or as part of an audio visual presentation. The form includes special columns for indicating performance and recording activity.
5. All unpublished works/sound recording which are specially commissioned for a film, television or radio programme or series, or any other audio-visual production should be notified by the author(s)/performer.

### **Publishers/Producers should note.....**

1. All author/publisher and performer/producer agreements and works/sound recording should be notified on the appropriate form.
2. Authors' shares need not be shown for foreign acquisitions. Where the form is being sent to your authors for signatures you should request that their unique CAE numbers are also entered. You should endeavour to obtain an author's signature on the form, and where necessary, on an 'Additional Titles' form as well, where the work has been written by a GHAMRO member. In the event of failure to obtain the author's signature, GHAMRO will endeavour to contact the individual only when he/she is a GHAMRO member to confirm the notification is in order. If no reply from the GHAMRO member is forthcoming within one week, the same notification will be inputted as accepted.

Authors'/performers signatures are **not required** where you have previously lodged with GHAMRO details in respect of the Exclusive Songwriter Agreement (ESA).

3. For notifying Co-Published/Co-Produced works/sound recording or 'Split Copyrights/Related rights', extra care must be taken. You are not required to indicate shares and contractual details of interests other than that part of the work/sound recording you are notifying. However, all interested parties, (i.e. all the names of authors/performers and publishers/producers involved with the work/sound recording) should be shown. If you are unable to establish an interested party (author/performer or publisher/producer) the word 'unknown' should be shown on a separate line on each occasion where this is the case.
4. All forms should always be signed and dated - for publishers'/producer notifications the full name of the publisher/producer and the capacity of the signatories should also be provided.

### **CAE Numbers**

The names of all author and publisher members are entered by the Society to which they belong in an international membership file, known as the 'CAE File' (which is the French acronym for Compositeurs, Auteurs and Editeurs). The CAE File is the basis for the international royalty accounting and in order to aid identification, each society member is given a unique number. If you are unaware of your CAE number, please contact GHAMRO Membership Services.

## IMPORTANT

*When registering a work/sound recording, whether by a publisher/producer or author/composer/performer, the GHAMRO member is declaring their copyright/related right ownership of that particular work/sound recording. Therefore, it follows that in the event of a dispute regarding ownership of works/sound recordings, the legal obligation rests with the publisher/producer or author/composer/performer to prove ownership.*

## **Publishers'/Producers Notification of Author/Publisher Agreements or Performer/Producer Agreement Procedure**

### **1. General Notes**

GHAMRO's aim is to process all agreements as efficiently as possible. Publishers/Producers should inform GHAMRO of the start date and end date of each agreement entered into. From the start date of this agreement, royalties distributable on works/sound recording subject to the agreement will be payable to the parties involved, in accordance with notification of agreement details to GHAMRO.

### **2. Types of agreements affected are:-**

#### **(a) exclusive songwriters agreements (ESA):**

an agreement between an assignor (author/performer) and an assignee (publisher/producer) covering works/sound recording written during the period of the agreement. This type of agreement can include previously written but uncommitted works/sound recording. However, these works/sound recording must be included on the schedule of works/sound recording as subject to the exclusive agreement.

#### **(b) specific agreements:**

an agreement between an assignor and an assignee which covers only a specific work/sound recording or list of works/sound recording in the assignor's catalogue **but not all works/sound recording**. The schedule of works/sound recording form should be completed in the case of specific agreements. Works/sound recordings previously notified by an author/performer and now subject to an exclusive songwriting agreement do not have to be re-notified.

### **3. *The start date of the agreement must be entered on the form. The end date can also be stated or "to be advised" can be inserted ("TBA"). In the event of a dispute arising regarding the end date, all royalties affected will be placed in suspense and held until the dispute is resolved between the parties.***

4. The author/performer's signature should accompany the signature of the publisher/producer and the company name. However, in cases where additions to a previously notified exclusive songwriter agreement are being made, no author's signature is required. Please ensure that the assignor's and assignee's CAE numbers are listed on the form.
5. Tick one or other of the boxes, not both, to indicate what the agreement terms are. Manufacture terms apply when the assignee is able to collect royalties on records "manufactured" in the territory, irrespective of the country of sale. Sale terms apply when the assignee is able to collect royalties on records "sold" in the territory irrespective of the country of manufacture.

## **Notification of Agreements to be completed by Publishers/ General Notes**

### **Types of Agreements**

#### ***General Catalogue Agreement:***

Sub-publishing agreement between an assignor and an assignee which covers all works in the assignor's catalogue. It can exclude individual works specifically assigned prior to the general catalogue agreement which, if known, should be listed.

***Part Catalogue Agreement:*** Sub-publishing agreement between an assignor and an assignee which covers a recognizable or defined segment of the assignor's catalogue but not all works.

***Administration Agreement:*** An agreement between an assignor and an assignee whereby the assignee is appointed to administer or manage the assignor's catalogue. (Please note there is no assignment of rights in an administration agreement, and the terms assignor and assignee refer to the parties involved)

- a) If the agreement is subject to amendment, tick the appropriate box to indicate the change, such as a new division of royalties, additional parties involved or further catalogue changes.
- b) Enter the name and CAE number of the assignor and assignee. In addition, enter the share of royalties payable to the assignee and assignor by the societies.
- c) Enter the **start** and **indicate end date or "TBA"** (to be advised) of the agreement.
- d) Enter the territory covered by the agreement.
- e) If all works in the assignor's catalogue are to be assigned the box marked "**All works**" should be ticked. Where some of the works in the catalogue have been previously assigned, the box marked "**All works excluding those on schedule below**" should be ticked and the excluded works should be listed. For a part catalogue agreement, the box marked "**Only**

**works on attached schedule"** should be ticked and all included works/sound recording should be listed.

- f) Tick one or other of the boxes to indicate whether the assignee's overseas sub-publisher is automatically controlled.

### **Act of Fixation**

The attention of members is drawn to the fact that:-

Copyright and Related rights in an original work/sound recording does not arise until it is fixed in writing or by some other material form. Writing includes any form of notation, whether by hand or by printing, typewritten or similar process.

If an arrangement of a public domain work/sound recording has not been written or recorded, no copyright/related right is created. Merely notifying a work/sound recording to GHAMRO will not bring a copyright/related right of the work/sound recording into existence. It is important that members ensure that all works/sound recording registered with GHAMRO are in a material form. This is relevant both in the case of originally created works/sound recording and in works/sound recordings based upon public domain material.

