



Broadcasting Licence
Application Set

Dear applicant, ensure this form is completed, signed and returned to:

The Licensing Department
Ghana Music Rights Organization
PMB M41, Ministries, Accra - Ghana

info@ghamroonline.com

User Information

This section provides guidance to completing your application form, if you require any further assistance please contact: info@ghamroonline.com or **0302 228 447**.

Ghana Music Rights Organization (GHAMRO)

The Ghana Music Rights Organization (GHAMRO) is a collective Management Society authorized and approved under the Copyright Act, Act 690 representing authors in Ghana and affiliates by agreement with sister societies. Our mandate is licences, collect and distribute royalties for public performance, broadcast and communication to the public of our members' musical works as provided under **Section 49 of the Act provides for authors, producers, performers and publishers to form Collective Societies to collect and distribute royalties for the use of their work.**

Why the licence

Section 5 of the Copyright Act 690, the author of any copyright protected work is given the exclusive economic right to grant permission for the use of the work, in this instance, **the public performance, broadcasting and communication of the work to the public.** To ensure an easy administration for users to access the use of the music GHAMRO representing the owners of the works do issue licenses in line with Section 36 of the Copyright Regulations which mandatorily requires that any person who wishes to use or perform music in public by means of radio, television, live performance, etc. any copyright protected music is to apply for a license to do so from GHAMRO.

License Period

Any license approved by GHAMRO start from 1 January and ends on the 31st December of any given year, this is renewed automatically each year with a notification prior to the new licence year. This notification will advise of any new update of the fees for the forthcoming year and request user to update new data. **In the absence from the user of any changes in previous information, GHAMRO shall be entitled to make such estimate by a notional increase over the previous licence year by 15 percent.**

GHAMRO licence

GHAMRO licence to broadcasting networks covers the public performance, broadcasting and communication to the public of controlled repertoire of GHAMRO with the exception of the following which require separate clearance license from the Copyright Owner directly

- Using any music either in part or whole for adverts.
- Any modification, alteration, translation or adaptation of the music either whole or of any part including the lyrics.
- Making content available by online demand.

License Fees & Royalties

GHAMRO charges are contained in the tariff in two parts based a licensed fee and the royalties for usage. The license fees are set as per the National Communication Authority classification given to the network at the point of licensing by the Authority whilst the Royalty payments are calculated as a percentage of Net Broadcasting Revenue which is set between 6%-10%, To ease the calculation, GHAMRO has provided a lump sum payable in one amount at the beginning of each contract year. This is invoiced in periodic, either monthly or quarterly based the quantum invoice amount

The Net Broadcasting Revenue is 85 percent of the gross valuable consideration (before any deduction of agency commissions or any other deductions) whether in money, or money's worth derived and received by the Licensee from broadcasts

To assist administration, GHAMRO requires that licensees fees and a percentage of the calculated annual royalty is paid for the issuance of license for the start of year. This is to be made directly to the Ghamro account at CBG

Program Returns

As provided under the Copyright legislative Instrument, 2010 (LI 1962) any broadcasting network licensed by GAHMRO will need to report all Musical works played during each period, this includes the music, jingles music program trailers and promos etc.). This report will have to be delivered in soft copy to GHAMRO or within 10 working days after the end of the month and should detail; song title, composer, publisher, artist and **duration** in each formats. For further information or help regarding data submissions please contact: info@ghamro.com

Upon receipt of this completed application pack you will be sent a long form contract to counter sign and return to complete the licence process.



GHANA MUSIC RIGHTS ORGANIZATION

Postal Address: Private Mail Bag,
Ministries Post Office, Accra Ghana.
Telephone: 0573-168111
Facsimile: 0302-228447
Email: info@ghamro.org

FORM 1 – BR-ODS

BROADCASTING LICENSE APPLICATION FORM			
(Broadcasting- Online, Digital & Digital Streaming)			
1 PARENT COMPANY INFORMATION			
Company/Business Name			
Company Registration No.			
Company Address/Location			
Company Representative			
Business Type(please tick)			
Private Company <input type="checkbox"/>	Public Listed Company <input type="checkbox"/>	Sole Proprietor <input type="checkbox"/>	
Partnership <input type="checkbox"/>	NGO <input type="checkbox"/>	Other(specify) <input type="checkbox"/>	Organ of State <input type="checkbox"/>
% LOCAL	FOREIGN		
3 NETWORKS INFORMATION			
Station Name			
Location (please exact location)			
GPS Address		E-mail	
Telephone			
Name of Station Officer			
Designation		E-mail	
Telephone			
Broadcast Category : On line <input type="checkbox"/> live Streaming <input type="checkbox"/> Social media productions <input type="checkbox"/>			
Interactive Webcasting <input type="checkbox"/> Webcast <input type="checkbox"/>			
OPERATIONAL DETAILS			
Date Launch	<input type="text"/> / <input type="text"/> / <input type="text"/>	Broadcast Origin	<input type="text"/>
Broadcast timing	<input type="text"/> 24/7 <input type="text"/>	<input type="text"/> 12H <input type="text"/>	<input type="text"/> 6H <input type="text"/>
Music Content (%)	<input type="text"/>	Streaming Service Timing	<input type="text"/>
NCA Classification (mark with x)			
4. Estimated Yearly Net Broadcast Revenue/Cost (To be completed by all networks)			
Heading	Gross Values		
Subscription income			
Advertising Income			
Sponsorship values			
Paid programming			
Other receivable			
Total Net Broadcasting Revenue			

4. Contact for licensing(To be completed by all networks)

Name		Position	
Email		Phone	

5. Contact for Returns Reporting (To be completed by all networks)

Name		Position	
Email		Phone	

I certify that all the information provided in this form is complete and correct under the terms of GHAMRO for the issuance of a Broadcasting licence for public performance of Music under Section 36 of the Copyright Legislative Instrument, 2010, (LI 1962).

NAME

SIGNATURE/STAMP



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

PMB M41, Ministries, Accra – Ghana
Telephone: 0540122357-7
Email: info@ghamro.org
Website: www.ghamro.org

Copyright Building
Next to Teachers' Hall Complex Educational Loop
4 Barnes Close, Accra
Greater Accra Region, Ghana

Ref No:

BROADCASTING LICENSING

Between

Ghana Music Rights Organisation (GHAMRO, Reg No G-36,623) with its Head Offices situated at #4 Barnes Close, Next to the Teachers' Hall Complex hereinafter referred to as the "SOCIETY")

AND

(Address of the NETWORK) whose Office is situated at No.11 Dr. Morton Loop, Adabraka (hereinafter referred to as the "NETWORK")

WHEREAS the SOCIETY, duly authorised by written assignments controls in the Republic of Ghana the performing rights (including the broadcasting and re-broadcasting rights) in the musical works and sound recordings of its members and of the members of its affiliated societies or rights holder groups in other countries; and

WHEREAS the NETWORK utilises in its programmes certain of the rights controlled by the SOCIETY,

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:-

1. Grant of Licence

- 1.1. The SOCIETY hereby grants to the NETWORK a non-exclusive " Blanket licence" and authority:-
 - a. To broadcast, communicate to the public, undertake public performance and cause to be broadcasted from each of the INETWORK channel/s within the licensed area all or any of the musical works and the sound recordings in the SOCIETY's repertoire;
 - b. To utilise for the purpose of broadcasting, any originating performance of the musical works and or sound recordings irrespective of the points of origin of such performance and irrespective of the means whereby such performance is conveyed to the point of broadcast transmission from the said channels.
- 1.2. This agreement shall not extend to or authorise:-
 - a. The broadcast or performance of dramatico-musical works including operas, operettas or musical plays, ballets in so far as they consist of material written expressly therefor.
 - b. The recording of performance (unless authorised in writing by the SOCIETY or the copyright owner) of any musical work or sound recordings thereof accompanied by any words other than those (if any) published or otherwise associated therewith by the copyright owner.
- 1.3. The SOCIETY will give to the NETWORK on request, all such information as the SOCIETY reasonably can give in respect of works claimed or represented as being comprised within the SOCIETY's repertoire.

2. Duration

- 2.1. The license will commence on the _____ day of _____ 2020 and continue in force and automatically renew on year to year until terminated by three months' written notice given by registered post by either party to the other. The renewal shall be subject to such terms and conditions as shall be prescribed by the SOCIETY under tis Schedule of Fees/Tariffs as applicable.

3. Fees

- 3.1. Notwithstanding the provisions of this agreement, the SOCIETY confirm that it is authorised under Section 36 and 37 (2) of Copyright legislative Instrument, 2010 (LI 1962) to charge and receive payments for the license and royalties on behalf of its members and the Associated Societies.
- 3.2. In consideration of the licences granted to the NETWORK, the NETWORK shall pay to the SOCIETY an amount of GHS _____ annually in accordance with the GHAMRO Schedule of fees / **Tariff B-TV** as amended from time to time and based on the information provided by the NETWORK.
- 3.3. The Fees provided under 3.2 shall consists of
 - a. An Annual License Fee of GHS _____ payable annually on or by the 10th January of each year or not later than 30 days of the date of invoice...
 - b. An Annual Royalty of GHS _____ calculated as a percentage of Net Broadcasting Revenue or flat fee in in accordance to the GHAMRO Tariff B-TV/R. The Annual Royalty shall be paid monthly/ four equal instalments (whichever shall apply) with the first instalment on the signing of this agreement.
 - c. If any instalment of the Annual Royalty payable by the NETWORK remains unpaid for a period in excess of one calendar month from the date of presentation of the invoice, same shall attract a penalty of 2% of the amount payable.

4. Music Usage Returns

- a. At the end of every month during the subsistence of this agreement, the NETWORK shall submit to the SOCIETY, at its offices in Accra Music usage Returns of programme log sheets of musical works, sound recordings, musical jingles, signature tunes, incidental music broadcast/transmitted by each channel hereby licensed.
 - b. he NETWORK shall take care to ensure that the Music Usage Returns contain such information as to the respective recording artist, composers, authors, arrangers, producers and publishers together with any label as will enable the SOCIETY to identify every work therein.
 - c. In the event that the NETWORK fails to provide GHAMRO with the Music Usage Returns, GHAMRO may at its discretion secure the services of a third party to collate and prepare the Music Usage Return for the NETWORK. The NETWORK will be liable for all the costs associated with the collation and preparation of the Music Usage Return by such third party.
5. If NETWORK should fail to comply with any of the terms or conditions hereof, or fail to make any payment herein provided for, on the day herein specified, the SOCIETY may, notwithstanding anything herein before expressed to the contrary, forthwith terminate this AGREEMENT by written notice sent by registered post to the NETWORK at the address given herein, and thereupon this AGREEMENT shall terminate save as to the right of the SOCIETY to recover any monies previously due hereunder.
6. The NETWORK shall not be entitled to cede, assign or transfer any of its right, title or interest in this agreement. .
7. This agreement will be interpreted in accordance with the Laws of the Republic of Ghana.
8. This AGREEMENT constitutes the entire agreement between the parties, and no amendments, deletions or substitutions thereto, or consensual, tacit or oral cancellation shall be valid unless confirmed in writing and signed by the parties.
9. Any notice to be given to the NETWORK in terms of or for the purposes of this agreement shall, if sent by registered post, be deemed to have been received 10 (ten) business days after it was posted.
10. The NETWORK warrants that no representations other than those included in this agreement were made during negotiations before entering into this agreement.

11. Interpretations

- 11.1. In this AGREEMENT unless there be something in the subject or context inconsistent therewith:-
- a. "Broadcasting" shall have the meaning given to it in Section 76 of the Copyright Act (Act of 2005), and when used as a noun shall be construed accordingly.
 - b. "Society" means the Ghana Music Rights Organization
 - c. "Licence period" means a period of Two (2) years.
 - d. "licensed area" means the Republic of Ghana.
 - e. "Originating performance" means any acoustic representation by any means which is given or utilised, directly or indirectly, for the purpose of broadcasting by the IMAX.
 - f.

FOR GHANA MUSIC RIGHTS ORGANSATION

NETWORK GHANA LIMITED

Name	Name
Signature	Signature
Date/ Stamp	Date/ Stamp
Witness Signature/ Name	Witness Signature/ Name