



# UGANDA PERFORMING RIGHT SOCIETY

Plot 2240, Diplomat Zone, Kansanga Ggaba Rd. P.O.Box 102466, Kampala

Mob: +256.772 501 487 OR +256 751 067 197

Email: [info@uprs.go.ug](mailto:info@uprs.go.ug) Website: <http://www.uprs.go.ug>



## THE COPYRIGHT AND NEIGHBOURING RIGHTS ACT 2006

### DEED of ASSIGNMENT

#### This Deed of Assignment is made between

Name \_\_\_\_\_

(Pseudonym/Stage Name)

Of Address \_\_\_\_\_

Tell: \_\_\_\_\_ Email: \_\_\_\_\_

(hereinafter referred to the "**Rights Holder**");

**And**

**UGANDA PERFORMING RIGHT SOCIETY LIMITED (UPRS)**, whose registered office is at Plot 2240, Diplomat Zone, Kansanga Ggaba Rd. P. O. Box 102466, Kampala (the "**Society**")

The parties hereby agree as

follows:-1. **Definitions**

In this Deed of Assignment:-

1.1 Words and phrases which are not defined herein have the same meaning as in the Memorandum and Articles of Association of the Society.

1.2 Unless the context requires otherwise:

**"Musical Work"** means any musical work whether now existing or hereafter composed and, without prejudice to the generality of the expression includes:-

- a. any part of a musical work,
- b. any vocal or instrumental music recorded on the soundtrack of any Film,
- c. any musical accompaniment to non-musical plays,
- d. any words or music of monologues having a musical introduction or accompaniment,
- e. any other words (or part of words) which are associated with a musical work (even if the musical work itself is not in copyright, or even if the Rights in the musical work are not administered by the Society).

**"Sound Recording"** means any exclusively aural fixation of sound in a material carrier such as a tape, disc or other similar material but does not include audio visual work including sound.

The expressions "Broadcast, Public Performance, Communication to the Public", "Performance", and "Reproduction" shall have the meanings respectively given to them in the Copyright and Neighbouring Rights Act 2006.

**"Rights Assigned"** has the meaning given to it in Clause 2.

**"Rules"** means the rules and regulations of the Society adopted by the Society from time to time in accordance with the provisions of the Memorandum and Articles of Association of the Society.

**"Synchronization Right"** means, in respect of any work, the exclusive right to reproduce the work on a soundtrack simultaneously with a cinematograph film, and the reproduction of the work on the soundtrack of any cinematograph film.

## **2. Assignment**

2.1 The Rights Holder, in consideration for the functions of the Society and its obligations under this Agreement, **hereby assigns to the Society** ALL the under-mentioned rights in Musical Works and Sound Recordings which now belong to or shall hereafter be acquired by or be or become vested in the Rights Holder during the continuance of the Rights Holder's membership of the Society, and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) of, and all such interests in, any such rights as so belong to or shall be so acquired by or be or become vested in the Rights Holder (all which rights hereby assigned or expressed or intended to be assigned are hereinafter collectively referred to as the **"Rights Assigned"**), TO HOLD the same unto the Society for its exclusive benefit during such time as the Rights Assigned continue to subsist and (in accordance with the provisions of the Memorandum and Articles of Association of the Society for the time being in force) remain vested in or controlled by the Society.

2.2 The **Rights Assigned** under this Agreement are:-

- the Right to Broadcast the work;
- the Right to Perform the work in Public;
- the Right to Communicate the work to the public;
- the Right to Reproduce the work;
- the Right to make a Derivative work; and
- the Synchronization Right

## **3. Society's Obligations**

The Society hereby covenants with the Rights Holder that the Society shall from time to time pay to the Rights Holder such sums of money out of the monies collected by the Society in respect of the exercise of the rights assigned to the Society in the works of its members as the Rights Holder shall be entitled to receive in accordance with the Rules.

## **4. Rights Holders' Obligations**

4.1 The Rights Holder warrants and represents that the Rights Holder has good right and full power to assign the rights assigned in the manner aforesaid to the Society, and that the musical works and/or sound recordings in respect of which the Rights Assigned are hereby assigned or purport to be assigned do not or will not as the case may be infringe the copyright in any other work.

4.2 The Rights Holder covenants with the Society that:

- a. the Rights Holder will at all times hereafter indemnify and keep the Society harmless from and against all loss, damage, costs, charges and expenses which the Society may suffer or incur in respect of any claims which may be made upon or against the Society in respect of or as a result of any exercise by the Society of any of the rights which are hereby assigned or purport to be assigned; and

b. the Rights Holder shall and will so long as the Rights Holder shall continue to be a member of the Society do, execute, and make all such acts, deeds, power of attorney, assignments to or vesting in the Society or enabling the Society to exercise and enforce the rights assigned or any part thereof as the Society may from time to time reasonably require.

4.3 The Rights Holder agrees to be bound by the provisions of the Memorandum and Articles of Association of the Society and the Rules, copies of which are available on request or may be downloaded from the Society's website, [www.uprs.go.ug](http://www.uprs.go.ug)

## 5. General

5.1 This Deed of Assignment, the application form submitted by the Rights Holder to the Society and any document referred to in this Deed of Assignment constitute the entire agreement between the parties and supersede all previous Deeds of Assignment and understandings between the parties with respect to the subject matter of this agreement.

5.2 No provision of this Deed of Assignment creates a partnership between the parties or makes a party the agent of the other party for any purpose. Neither party has any authority or power to bind, to contract in the name of, or to create liability for, the other party in any way of for any purpose.

5.3 This Deed of Assignment is governed by, and shall be construed in accordance with, the laws of Uganda.

**IN WITNESS HEREOF** the parties have executed this Deed of Assignment on \_\_\_\_\_

**SIGNED** by the **RIGHTS HOLDER** \_\_\_\_\_

In the presence of: \_\_\_\_\_

**SIGNED** by  
for and on behalf of the  
**UGANDA PERFORMING RIGHT SOCIETY (UPRS)**

\_\_\_\_\_  
(Signature & Name)

In the presence of: \_\_\_\_\_

\_\_\_\_\_