



Composers and Authors Society of Singapore Ltd

37 Craig Road, Singapore 089675 Tel: 6323 6630 Fax: 6323 6639

Email: membership@compass.org.sg Website www.compass.org.sg

MEMBERSHIP APPLICATION - PUBLISHER

ADMISSION CRITERIA AND NOTES FOR MEMBERSHIP

Please read the following information before completing your application:-

Eligibility and Qualifying Criteria

- Any publisher of at least *FIVE* musical work that have been either
 - a) commercially recorded, or
 - b) commercially published, or
 - c) broadcasted, or
 - d) performed in public such number of times as the council shall in its absolute discretion consider appropriate having regard to the nature of the work and the performance or performances in question.
- Applicant for Publisher Membership must be **MUSIC PUBLISHING ENTITIES**. **RECORD/PRODUCTION COMPANIES** are not allowed to apply for membership due to a potential conflict of interest.

Definition

- a) Commercially published means : Made available to the public by sale or hire in graphic form
- b) Commercially recorded means :
 - i) the work has been released to the public on a record label listed in Musicmaster or Gramophone catalogues, or
 - ii) the work has been recorded and made available 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 cable diffusion service, or
 - iv) the work has been recorded on the soundtrack of a film or other audio-visual production that has been released for public exploitation.
- c) Publicly performed means: Performed in premises that are or are eligible to be licensed by the Society

Assignment of Rights

Upon admission to COMPASS as a member, the following rights are assigned to COMPASS for administration:-

• Performing Rights

The rights assigned to the Society by this Deed in relation to a musical work :

- a) to perform the work in public;
- b) to communicate to the public
"Communicate" is defined as "to transmit by electronic means (whether over a path or combination of paths or otherwise) a work or other subject matter, whether or not it is sent in response to a request and includes:
 - (i) Broadcasting
 - (ii) Inclusion in a cable programme
 - (iii) The making available of the work in such a way that the work or subject matter may be accessed by any person from a place and at a time chosen by him.

The assignment of performing rights is **compulsory and exclusive**. Any variance of this assignment will render the membership void.

• Reproduction Rights

The expression "reproduction rights" shall mean, in relation to a musical work :

- a) the right to make a record of the work, in the form of a disc, tape or any other form whatever, and to make copies of such records for retail sale (the "mechanical right");
- b) the right to record the work onto the sound track of a cinematograph film including films intended for exhibition in cinemas or for transmission by broadcasting or diffusion services, or of other audio-visual productions (the "synchronisation right"); and
- c) the right to record the work as a commercial jingle or an accompaniment to commercial (the "advertising right").

The assignment of reproduction rights is **optional** to the member. However administration of this right is only available to COMPASS members.



MEMBERSHIP APPLICATION - PUBLISHER

ADMISSION CRITERIA AND NOTES FOR MEMBERSHIP...cont'd

Types of Membership

- *Associate Member*
 - ◇ Successful application will be admitted as Associate Member.
 - ◇ Status of publisher members who are locally registered corporation under the Companies Act will be reviewed after three (3) years of joining. They may be promoted to Full Member if they meet the minimum royalty criteria set by the Council for the last two (2) years of distribution (currently S\$50).
 - ◇ Full member who did not meet the above minimum royalty criteria will be demoted to Associate Member. Such member will be promoted to Full member should they meet the minimum royalty criteria the following year.
 - ◇ Will receive a copy of the approved Annual Reports.
- *Full Member*
 - ◇ Publisher member who is a locally-registered corporation under the Companies Act, has joined the society for not less than three (3) years and has met the minimum royalty criteria set by the Council.
 - ◇ Will receive a copy of the Meeting Notes and approved Annual Reports.
 - ◇ Allowed to attend and has the right to vote at the General Meeting.
 - ◇ Allowed to be nominated for election as a Council Member.

Obligation of Members

- *Notification of Works*

All past, present and future works of a member are to be registered with COMPASS to enable the society to have a comprehensive/complete listing of the works that it administers on behalf of its members, and to ensure accurate allocation of royalties to the members.
- *Change of Address*

Member change of address or contact numbers should notify the Society immediately. Any royalty cheque returned and not replaced after two (2) years will be void.

Termination of Membership

- COMPASS membership may be terminated in the following circumstances:-
1. Members who have been with COMPASS for a period of three (3) years or more may give three (3) month's notice in writing to the Secretary of his/her intention to terminate the membership.
 2. In the event of liquidation or cease of control of works required to maintain membership.

INSTRUCTIONS - COMPLETING AND SUBMITTING THE APPLICATION FORM

- The following document / information will be required for completing the application:-
- Identity Card / Passport / Work Permit
 - Details of all your musical compositions
 - Details of your Bank Account
 - Proof of works published
- Please return the completed form to COMPASS, 37 Craig Road, Singapore 089675 Attn: Membership Department together with the Deed of Assignment(s) and supporting documents stated below:-

Deed of Assignment

- Deed for Performing Rights (mandatory)
- Deed for Reproduction Rights (optional)
- Applicant to sign in the presence of a witness
- Witness can be anyone above 21 years old **other than** spouse
- Witness to sign and furnish the requisite information.

Supporting Documents

- A copy of Certificate of Incorporation
- A copy of Memorandum & Articles of Associate (Limited Company), or a copy of Partnership Agreement (Partnership).
- A copy of Registrar of Business Extract which states Music Publishing as one of principal activities of the company.
- A copy of your standard publishing agreement (signed copy)
- Proof(s) of copyright ownership of all works that are being claimed as published and recorded.



Composers and Authors Society of Singapore Ltd

37 Craig Road, Singapore 089675 Tel: 6323 6630 Fax: 6323 6639
Email: membership@compass.org.sg Website www.compass.org.sg

For Official Use Only:		
Admission Date:	Internal Number:	Processed By:

MEMBERSHIP APPLICATION - PUBLISHER

The company whose name appears in the space provided hereunder, hereby apply for membership in the Composers and Authors Society of Singapore Limited (hereinafter called "the Society"). If admitted, we agree to be bound by the Society's Articles of Association, as now in effect and as they may be amended.

Pending our admission, we hereby authorise and request the Society to collect licence fees on my behalf in respect of the public performance and communication to the public, the musical works of which we are the copyright owner.

We appoint the Society and its authorised representatives to be our agents to grant licences to persons, firms and companies authorising them to publicly perform or permit public performances of such works, to broadcast them and to cause them to be transmitted to subscribers to a diffusion service, as well as to communicate the work to the public, and to collect and recover fees for such usages in accordance with the scale of fees fixed by the Society.

We agree to the deduction by the Society of the expenses incurred by it in collecting the above fees.

For the purpose of such collection and recovery or in the event of any unauthorised performance of my musical works, we hereby instruct and authorise the Society in our name to take such proceedings at law as it may deem advisable whether for recovery of fees or damages or by way of injunction to restrain unauthorised performance or other usage.

We undertake to supply the Society on the form prescribed with the title of each musical work of which we are the author and/or owner of the performing right. The Society is not to be deemed to be under any obligation or liability to me in respect of any musical works of which I have failed to notify the relevant details.

So far as we are able, we undertake to notify the Society of the public performance, broadcast or transmission to subscribers to a diffusion service of my musical works, and the Communication to the public.

We hereby warrant that none of the musical works covered by this authority infringes the copyright in any other work and we agree to keep the Society indemnified against all charges it may incur in respect of any claims by reason of the exercise by the Society of the rights herein authorised.

We will give the Society immediate notice of the company's address.

This authority may be revoked after 3 years of membership, and upon our giving not less than three months' written notice to the Society.

Name: _____

Designation: _____

Signature: _____

Date: _____



COMPANY'S DETAILS			
<input type="checkbox"/> Business: Sole Proprietor <input type="checkbox"/> Business: Partners <input type="checkbox"/> Company			
Company's Name _____			
Registered Office Address _____			
Company Registration No. _____		Date of Incorporation _____	Place of Incorporation _____
CONTACT DETAILS			
Mailing Address _____			
Telephone No. _____		Fax No. _____	
e-mail address (1) _____		email address (2) _____	
Website address _____		Can we link your site to COMPASS? Yes / No	
SHAREHOLDER(S) / DIRECTOR(S) DETAILS (pls attach separate sheet if space not sufficient)			
Shareholder / Director (1)	Prof. / Dr. / Mr. / Mdm / Mrs / Ms		
	First / Given Name _____	Last / Surname _____	
Full Name as In IC/Passport			
English _____			
Chinese _____			
Nationality _____		Telephone No. _____	
Handphone No. _____		e-mail address _____	
Shareholder / Director (2)	Prof. / Dr. / Mr. / Mdm / Mrs / Ms		
	First / Given Name _____	Last / Surname _____	
Full Name as In IC/Passport			
English _____			
Chinese _____			
Nationality _____		Telephone No. _____	
Handphone No. _____		e-mail address _____	
AUTHORISED REPRESENTATIVE			
Title _____	Prof. / Dr. / Mr. / Mdm / Mrs / Ms		
	First / Given Name _____	Last / Surname _____	
Full Name			
English _____			
Chinese _____			
Nationality _____		Status in Singapore (for non-Singaporean) <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Pass Holder <input type="checkbox"/> None of the above	
NRIC / Passport No. _____			
Date of Birth _____		Country of Birth _____	
Handphone No _____		e-mail address _____	
RIGHTS ASSIGNMENT (pls tick where appropriate)			
PERFORMING RIGHTS (mandatory)		REPRODUCTION RIGHTS (optional)	
Territory / Territories		Territory / Territories	
<input type="checkbox"/> World		<input type="checkbox"/> World	
<input type="checkbox"/> World except (pls list countries) _____		<input type="checkbox"/> World except (pls list countries) _____	
<input type="checkbox"/> Selected countries (pls list) _____		<input type="checkbox"/> Selected countries (pls list) _____	
<input type="checkbox"/> Singapore Only		<input type="checkbox"/> Singapore Only	
State if you are, or have ever been a member of any Society or organization administering performing rights anywhere in the world. Yes / No.			
If yes, please provide details _____			
OTHERS			
Preferred language of communication	<input type="checkbox"/> English <input type="checkbox"/> Mandarin <input type="checkbox"/> Malay <input type="checkbox"/> Tamil <input type="checkbox"/> Others: _____		
Language used in compositions	<input type="checkbox"/> English <input type="checkbox"/> Mandarin <input type="checkbox"/> Malay <input type="checkbox"/> Tamil <input type="checkbox"/> Others: _____		
Work Type	<input type="checkbox"/> Jazz <input type="checkbox"/> Popular <input type="checkbox"/> Classical <input type="checkbox"/> Jingles <input type="checkbox"/> Others: _____		
I warrant and represent that all information furnished in the application is true, and that the contract will be subjected to cancellation if the information contained in this application is not complete and accurate.			
Name: _____		Designation: _____	
Signature: _____		Date: _____	



INSTRUCTION FOR ROYALTY PAYMENT		
Please select preferred mode of payment:		
<input type="checkbox"/> Crossed Cheque :	Account Name	
<input type="checkbox"/> Giro Transfer (please obtain bank and branch code from your bank)	Account Name	Account No.
	Bank Name	Bank Code
	Branch Name	Branch Code
<input type="checkbox"/> Bank Draft (please note that member will be responsible for all prevailing bank charges)	Account Name	Preferred Currency
	Member's Contact Address	
<input type="checkbox"/> Telegraphic Transfer (please note that member will be responsible for all prevailing bank charges)	Account Name	Preferred Currency
	Account No.	Member's Contact Address
	Bank Name	Bank Address in full
	Swift Address (if available)	Clearing Code (if available)
Name: _____ Designation: _____ Signature: _____ Date: _____		



Details of Catalogue Represented

Note: a) List of Works to be attached for Specific Agreement b) Copy of Contract(s) to be attached

CATALOGUE AGREEMENT				
Type of Agreement		<input type="checkbox"/> General (covers all works in a catalogue) <input type="checkbox"/> Specific (covers a single work or a finite list of works)		
Nature of Agreement		<input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Terminated		
Interested Parties Details				
Original Publisher	:	_____	Society Affiliation	_____
Overseas Publisher	:	_____		
COMPASS Publisher	:	_____		
Composer	:	_____		
Author	:	_____		
Sub-Author	:	_____		
Territories (list territories assigned under the terms of agreement eg. World, Canada etc.)				
Dates of Agreement (dd/mm/yy)				
Date of Contract Date on which agreement signed		Effective Date Date on which the terms of agreement take effect		End of Contract Date on which terms of agreement are initially due to expire
_ _ _ _ _ _ _ _ _ _		_ _ _ _ _ _ _ _ _ _		_ _ _ _ _ _ _ _ _ _
Prior Collection Date Date from which terms of agreement apply, before commencement of the contract		Post-Term Collection Date Date till which the writer and publisher are entitled to collect for royalties due to them within the agreement term		Renewal Date Date on which the agreement was renewed.
_ _ _ _ _ _ _ _ _ _		_ _ _ _ _ _ _ _ _ _		_ _ _ _ _ _ _ _ _ _
Division of Fees (percentage must total 100%; publisher's share must not exceed 50%)				
COMPASS Publisher:	Original Publisher:	Composer:	Author:	Sub-Author:
_____	_____	_____	_____	_____
Remarks	Name	Designation	Signature	Date
_____	_____	_____	_____	_____

CATALOGUE AGREEMENT				
Type of Agreement		<input type="checkbox"/> General (covers all works in a catalogue) <input type="checkbox"/> Specific (covers a single work or a finite list of works)		
Nature of Agreement		<input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Terminated		
Interested Parties Details				
Original Publisher	:	_____	Society Affiliation	_____
Overseas Publisher	:	_____		
COMPASS Publisher	:	_____		
Composer	:	_____		
Author	:	_____		
Sub-Author	:	_____		
Territories (list territories assigned under the terms of agreement eg. World, Canada etc.)				
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Date of Contract Date on which agreement signed		Effective Date Date on which the terms of agreement take effect		End of Contract Date on which terms of agreement are initially due to expire
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Prior Collection Date Date from which terms of agreement apply, before commencement of the contract		Post-Term Collection Date Date till which the writer and publisher are entitled to collect for royalties due to them within the agreement term		Renewal Date Date on which the agreement was renewed.
_ _ _ _ _ _ _ _ _ _		_ _ _ _ _ _ _ _ _ _		_ _ _ _ _ _ _ _ _ _
Division of Fees (percentage must total 100%; publisher's share must not exceed 50%)				
COMPASS Publisher:	Original Publisher:	Composer:	Author:	Sub-Author:
_____	_____	_____	_____	_____
Remarks	Name	Designation	Signature	Date
_____	_____	_____	_____	_____



Composers and Authors Society of Singapore Ltd

Details of Writer/Publisher Agreement

Note: a) List of Works to be attached for Specific Agreement b) Copy of Contract(s) to be attached

WRITER / PUBLISHER AGREEMENT				
Type of Agreement		<input type="checkbox"/> General (covers all works in a catalogue) <input type="checkbox"/> Specific (covers a single work or a finite list of works)		
Nature of Agreement		<input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Terminated		
Interested Parties Details				
Writer Name				
Original Publisher			Society Affiliation	
Overseas Sub Publisher <i>i.e. the name of the publisher (other than the original publisher) through which sub-publisher rights were acquired</i>				
Overseas Sub-Sub Publisher <i>i.e. the name of the publisher (other than the original publisher) through which sub-publisher rights were acquired</i>				
Overseas Publisher				
Territories <i>(list territories assigned under the terms of agreement eg. World, Canada etc.)</i>				
Dates of Agreement (dd/mm/yy)				
Date of Contract Date on which agreement signed		Effective Date Date on which the terms of agreement take effect		End of Contract Date on which terms of agreement are initially due to expire
				Retention Date Date till which the terms of agreement are retained, after the initial expiration
Prior Collection Date Date from which terms of agreement apply, before commencement of the contract		Post-Term Collection Date Date till which the writer and publisher are entitled to collect for royalties due to them within the agreement term		Renewal Date Date on which the agreement was renewed.
Division of Fees (percentage must total 100%; publisher's share must not exceed 50%)				
COMPASS Publisher:	Original Publisher:	Composer:	Author:	Sub-Author:
Remarks	Name	Designation	Signature	Date

WRITER / PUBLISHER AGREEMENT				
Type of Agreement		<input type="checkbox"/> General (covers all works in a catalogue) <input type="checkbox"/> Specific (covers a single work or a finite list of works)		
Nature of Agreement		<input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Terminated		
Interested Parties Details				
Writer Name				
Original Publisher			Society Affiliation	
Overseas Sub Publisher <i>i.e. the name of the publisher (other than the original publisher) through which sub-publisher rights were acquired</i>				
Overseas Sub-Sub Publisher <i>i.e. the name of the publisher (other than the original publisher) through which sub-publisher rights were acquired</i>				
Overseas Publisher				
Territories <i>(list territories assigned under the terms of agreement eg. World, Canada etc.)</i>				
Dates of Agreement (dd/mm/yy)				
Date of Contract Date on which agreement signed		Effective Date Date on which the terms of agreement take effect		End of Contract Date on which terms of agreement are initially due to expire
				Retention Date Date till which the terms of agreement are retained, after the initial expiration
Prior Collection Date Date from which terms of agreement apply, before commencement of the contract		Post-Term Collection Date Date till which the writer and publisher are entitled to collect for royalties due to them within the agreement term		Renewal Date Date on which the agreement was renewed.
Division of Fees (percentage must total 100%; publisher's share must not exceed 50%)				
COMPASS Publisher:	Original Publisher:	Composer:	Author:	Sub-Author:
Remarks	Name	Designation	Signature	Date



Composers and Authors Society of Singapore Ltd

The Principal musical works of which I am the publisher are as follows (please attach separate sheet if space insufficient)

Song Particulars			
Song Title : (English/Malay/Han Yu Pin Yin/Others)		Date Of Publication :	
(Chinese) 歌名		Duration:	Mins Secs
Type of Music : (Pop / Jazz / Classical / Serious / Instrumental / Others)		Language 语言 :	
Artiste 歌手:		Release Date 出版日期 :	
Recording Label 唱片公司:		Catalogue No :	
Remarks:		Share Of Royalties	
		Performing	Mechanical
作曲 Composer			
作词 Author			
作词 Sub-Author			
编曲 Arranger			
出版商 Publisher			
出版商 Publisher			
代理出版商 Sub-Publisher			

For Official Use

Date Received :	Registration No :
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Song Particulars			
Song Title : (English/Malay/Han Yu Pin Yin/Others)		Date Of Publication :	
(Chinese) 歌名		Duration:	Mins Secs
Type of Music : (Pop / Jazz / Classical / Serious / Instrumental / Others)		Language 语言 :	
Artiste 歌手:		Release Date 出版日期 :	
Recording Label 唱片公司:		Catalogue No :	
Remarks:		Share Of Royalties	
		Performing	Mechanical
作曲 Composer			
作词 Author			
作词 Sub-Author			
编曲 Arranger			
出版商 Publisher			
出版商 Publisher			
代理出版商 Sub-Publisher			

For Official Use

Date Received :	Registration No :
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I hereby notify the Composers and Authors Society of Singapore Limited that I am the Composer/Author/Sub-Author/Arranger of the works(s) set forth above. Pursuant to the covenant for further assurance contained in my general assignment to the Society executed on or after my election to membership, I hereby assign to the Society the performing right in the said work (s).

Signature of Member _____ Date: _____