



UGANDA PERFORMING RIGHT SOCIETY

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THE COPYRIGHT AND NEIGHBOURING RIGHTS ACT 2006

DEED of ASSIGNMENT

This Deed of Assignment is made this----- day of-----

BETWEEN _____

(Pseudonym/Stage Name) _____

of _____

(hereinafter referred to as the **Assignor** pursuant to his/her membership of
Uganda Performing Right Society)

AND

Uganda Performing Right Society (hereinafter referred to as **UPRS**)

WITNESSETH as follows: -

In this Deed: -

1. Interpretation:

- (a) The expression "Musical Work" shall mean any musical work whether now existing or hereafter composed and such words (if any) as are associated with any musical work and shall include (without prejudice to the generality of the expression "Musical Work") the vocal and instrumental music in any cinematograph films, the words and/or music of any monologue having a musical introduction and/or accompaniment, the musical accompaniment of any non-musical play, and any part of any such work, words, music or accompaniment as aforesaid;
- (b) The expression "Sound Recording" shall mean the exclusive aural fixation of sound(s) in any material carrier such as a tape, disc and other digital formats of the underlying composition.
- (c) The musical work(s) and their possible texts include: -
 - (i) All non-theatrical musical works with or without their text, including the oratorios;
 - (ii) All versions for concert of dramatical musical works;

- (iii) All music of ballet suites when performed or disseminated without the choreographic element;
 - (iv) All extracts of dramatical musical works where they do not constitute a complete act whose wholesome use without image does not exceed 25 minutes, and 15 minutes when they are adapted for images;
 - (iv) All musical works adapted for images in cinematographic or television films. Excluded are those recordings or dramatical musical works used in television when they are made specially for the purpose;
 - (v) "Assignor" refers to the person(s) who create(s) the work in which copyright and sound recording subsist(s), and includes any person, natural or legal, who shall become the owner of the protected rights through the operation of the law.
2. The Assignor hereby assigns to UPRS the under-mentioned rights in both musical works and sound recording(s) which now belong to or shall hereafter be acquired by or be or become vested in the Assignor during the continuance of the Assignor's membership of UPRS, and all such parts or share(s) (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 so be acquired by or be or become vested in the Assignor (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 UPRS for its exclusive benefit during such time as the rights assigned continue to subsist and remain vested in or controlled by UPRS.

The rights assigned to UPRS by this Deed are: -

- (i) Musical Rights which include:
Public Performance, Broadcast, Streaming Services, Radio, TV performances, Live Performance and a performing rights share of Downloads and Ringtones in some territories
 - (ii) Sound Recordings which include:
Aural fixations of sound in any material carrier of the underlying composition including beats, percussion, vocals, etc..... and
 - (iii) Some Mechanical Right and Film Synchronization Rights for all parts of the World.
3. UPRS hereby covenants with the Assignor that UPRS shall from time to time pay to the Assignor such sums of money out of the monies collected by UPRS in respect of the exercise of the rights assigned to UPRS in the works of its members as the Assignor shall be entitled to receive in accordance with UPRS Rules for the time being in force.
4. The Assignor doth hereby covenant with UPRS that the Assignor has good right and full power to assign the rights assigned in the manner aforesaid to UPRS, and hereby warrants that the musical works and sound recording(s) 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, and that the Assignor will at all times hereafter keep UPRS harmless and indemnified against all loss, damage, costs, charges, and expenses which UPRS may suffer or incur in respect of any claims which may be made upon or against UPRS in respect of or as a result of any exercise by UPRS of any of the rights which are hereby assigned or purported to be assigned and that the Assignor shall and will so long as the Assignor shall continue to be a member of UPRS do, execute, and make all such

acts, deeds, powers of attorney, assignments to or vesting in UPRS or enabling UPRS to enforce the rights assigned or any part thereof as UPRS may from time to time reasonably require.

SIGNED AND DELIVERED

By the above-named _____
(Signature of Assignor/Member)

In the presence of:

(Signature, Name and Address of Witness)

**SIGNED AND DELIVERED BY
UGANDA PERFORMING RIGHT SOCIETY**

(Signature&Name)

In the presence

(Signature, Name and Address of Witness)