

COMPOSERS AND AUTHORS SOCIETY OF SINGAPORE LIMITED



Membership Policy

(Updated June 2024)

Contents

1.	Eligibility and Qualifying Criteria	1
1.1.	Criteria	1
1.2.	Writer Member	1
1.3.	Publisher Member	1
1.4.	Successor Member	1
1.5.	Definitions	1
2.	Assignment of Rights.....	2
2.1	Assignment.....	2
2.2	Usage of own Works	2
2.3	Definitions	3
3.	Types of Membership	3
3.1	Writer Associate Member	3
3.2	Writer Full Member	3
3.3	Publisher Associate Member	3
3.4	Publisher Full Member	3
3.5	Successor Member	4
4.	Obligation of Members.....	4
4.1	Notification of Works	4
4.2	Update of Particulars	4
5.	Termination or Variation of Membership.....	4
6.	Application.....	4
6.1	Member's Agreement.....	4
6.2	Member's Supporting Documents	4
7.	Miscellaneous.....	5
7.1	Member's Request for Information	5
7.2	Members to be Informed	6
7.3	General Meetings	6
7.4	Amendments	6

Membership Policy

1. Eligibility and Qualifying Criteria

1.1. Criteria

The Society shall not accept a person as a member except in accordance with the following criteria.

1.2. Writer Member

Any writer or co-writer of at least **ONE** musical work that has/have been either

- (i) commercially published;
- (ii) commercially recorded;
- (iii) broadcasted; or
- (iv) performed in public or on platforms 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.

1.3. Publisher Member

(a) Any publisher of at least FIVE musical works that have been either

- (i) commercially recorded;
- (ii) commercially published;
- (iii) broadcasted; or
- (iv) performed in public or on platforms 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.

(b) Applicants for publisher membership must be music publishing entities.

1.4. Successor Member

Any person who is a

- (i) a widow;
- (ii) a child;
- (iii) any other relative;
- (iv) a next-of-kin;
- (v) a beneficiary under the will; or
- (vi) a personal representative

of a deceased Writer or Publisher Member of at least **ONE** musical work that has/have been either

- (i) commercially recorded; or
- (ii) commercially published; or
- (iii) broadcasted; or
- (iv) performed in public or on platforms 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.

1.5. Definitions

(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 over various platforms including record label listed in Musicmaster, 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;
 - (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.

2. Assignment of Rights

2.1 Assignment

- (a) Upon admission to COMPASS as a member, the following rights are assigned to COMPASS for administration:-
- (i) Performing Rights: The rights assigned to the Society by Deed in relation to a musical work:
 - (aa) to perform the work in public; and
 - (bb) to communicate to the public
 - (ii) Reproduction Rights
- (b) The assignment of Performing Rights is compulsory.
- (c) The assignment of Reproduction Rights is optional to the member. However, administration of this right is only available to COMPASS members.

2.2 Usage of own Works

- (a) In addition to any other use permitted under the member's Membership Agreement, members may continue to use works in their own portfolio and may request the Society to waive the collection of tariffs for the use of the member's portfolio in specific instances, subject to prior notice in writing of not less than 3 months before the intended use, and provided the Society has not yet licensed such usage.
- (b) If the CMO has validly given permission to use a work or performance in a member's portfolio —
- (i) the permission remains valid and binding on the member even if the member subsequently varies or terminates the rights granted to the CMO in respect of the work or performance; but
 - (ii) the member will cease to be bound by the permission when any of the following events happen:
 - (aa) 18 months have passed after the variation or termination took effect;
 - (bb) the permission (being limited in duration) expires;
 - (cc) the permission is superseded by fresh permission given by the member to the user after the variation or termination took effect.

2.3 Definitions

- (a) "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.

- (b) "Reproduction Rights" shall mean, in relation to a musical work:
 - (i) 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");
 - (ii) 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
 - (iii) the right to record the work as a commercial jingle or an accompaniment to commercial (the "advertising right").

3. Types of Membership

3.1 Writer Associate Member

- (a) All newly approved members will be admitted as Associate Members and will remain so for a minimum of three (3) years.
- (b) The review of membership status from Associate Member to Full Member will occur annually, three years after members have joined the Society.
- (c) Will receive / have access to a copy of the approved Annual Reports.

3.2 Writer Full Member

- (a) (Writer) Members must meet the following criteria:
 - (i) are Singapore Citizens or Permanent Residents residing in Singapore;
 - (ii) have joined the Society for no less than three (3) years;
 - (iii) whose royalties collected through the Society fulfil the minimum criteria set by the Council from time to time, which is currently a total royalty earning of S\$50.00 nett for the past two (2) years, collected through the Society.
- (b) Will receive / have access to a copy of the approved Annual Reports.
- (c) Allowed to attend and has the right to vote at the General Meeting.
- (d) Allowed to be nominated for election as a Council Member.

3.3 Publisher Associate Member

- (a) All newly approved members will be admitted as an Associate Members and will remain so for a minimum of three (3) years.
- (b) The review of membership status from Associate Member to Full Member will occur annually, three years after members have joined the Society.
- (c) Will receive / have access to a copy of the approved Annual Reports.

3.4 Publisher Full Member

- (a) (Publisher) Members must meet the following criteria:
 - (i) are Singapore-registered corporation under the Companies Act;
 - (ii) have joined the Society for no less than three (3) years;

- (iii) which royalties collected through the Society fulfil the minimum criteria set by the Council from time to time, currently being a total royalty earning of S\$50.00 nett for the past two (2) years, collected through the Society.
- (iv) must not be a legal entity that conducts music label, music recording, retailing, and other related business activities that may have a conflict of interest with the business activities of the Society.
- (b) Will receive/ have access to a copy of the approved Annual Reports.
- (c) Allowed to attend and has the right to vote at the General Meeting.
- (d) Allowed to be nominated for election as a Council Member.

3.5 Successor Member

- (a) Admitted based on copyright works handed to them.
- (b) Will continue to receive royalties for the copyrighted works for a period of seventy years after the copyright owner's death.
- (c) Will receive/ have access to a copy of the approved Annual Report.
- (d) Allowed to attend General Meeting but not allowed to vote.

4. Obligation of Members

4.1 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.

4.2 Update of Particulars

Member change of address, email address, bank account number or contact numbers should notify the Society immediately. Any royalty unable to be remitted after two (2) years due to obsolete member particulars will be void.

5. Termination or Variation of Membership

Any member may terminate or vary his membership by giving notice in writing to the Secretary along with the member's contact information. Society will inform the member of the effective date of termination or variation, between 6 to 9 months after receiving such notice.

6. Application

6.1 Member's Agreement

Persons who wish to apply for membership with the Society have to fill in and submit the requisite application form and sign the Society's Membership Agreement.

6.2 Member's Supporting Documents

At any time prior to or after acceptance of membership, the Society may from time to time require further supporting documents and update of personal details.

(a) Deed of Assignment (for all Members)

- (i) Deed for Performing Rights (mandatory).
- (ii) Deed for Reproduction Rights (optional).

Applicant to sign in the presence of a witness, who may be anyone above 21 years old **other than** the applicant's spouse. The witness is to sign and furnish the requisite information.

(b) Writer Members

To provide:

- (i) photocopy of applicant's ID card (both sides);
- (ii) details of bank account;
- (iii) a copy of or accessible links to the commercial recording for all works that claimed as recorded;
- (iv) a copy of the printed programmes for works that have been performed;
- (v) a copy of the agreement signed with publishing or record company, if any; and
- (vi) for a jingle writer who works as copywriter at an advertising firm – a letter from the company, certifying that the copyright (at least Performing Rights) of the jingle is owned by the applicant.

(c) Publisher Members

To provide:

- (i) a copy of Certificate of Incorporation;
- (ii) a copy of Memorandum & Articles of Associate (Limited Company), or a copy of Partnership Agreement (Partnership);
- (iii) details of bank account;
- (iv) a copy of Registrar of Business Extract which states Music Publishing as one of principal activities of the company;
- (v) a copy of the signed publishing agreement between Applicant and the writer for the musical works used as Eligibility and Qualifying Criteria; and
- (vi) proof(s) of copyright ownership of all works that are being claimed as published and recorded.

(d) Successor Members

To provide:

- (i) photocopy of applicant's ID card (both sides);
- (ii) details of bank account;
- (iii) a list of the deceased compositions;
- (iv) a copy of or accessible links to the commercial recording for all works that claimed as recorded, or a copy of the printed programmes for works that have been performed;
- (v) a copy of the agreement signed with publishing or record company, if any;
- (vi) for a jingle writer who works as copywriter at an advertising firm - a letter from the company, certifying that the copyright (mainly performing rights) of the jingle is owned by the deceased;
- (vii) a copy of the deceased's Death Certificate;
- (viii) list of the deceased parents, spouse and children's particulars;
- (ix) a copy of the deceased's Will, if any.
- (x) for Muslim, Syariah Court Certificate of Inheritance, if any; and
- (xi) grant of Probate or Letter of Administration or Will, if any.

7. Miscellaneous

7.1 Member's Request for Information

A member may write in to the Society to request for information via post or email. The Society shall respond to such requests within five (5) working days of receipt.

7.2 Members to be Informed

The Society shall inform each member in the event of the following:

- (i) an amendment to the membership policy;
- (ii) an amendment to the distribution policy;
- (iii) an amendment to the dispute resolution policy;
- (iv) changes to key officers of the CMO;
- (v) changes to the constitutional documents of the CMO;
- (vi) a financial penalty imposed on the CMO or any of its officers;
- (vii) a regulatory direction made against the CMO or any of its officers;
- (viii) a cessation order made against the CMO;
- (ix) the outcome of any reconsideration application or appeal relating to a financial penalty, regulatory direction or cessation order made against the CMO or any of its officers.

7.3 General Meetings

The Society shall hold general meetings of members. The procedure shall be as contained in the Society's Articles of Association and which may only be amended by a general meeting of members in accordance with the Companies Act, Cap. 50 as amended from time to time.

7.4 Amendments

This Membership Policy may only be amended by a general meeting of members and any amendment is void to the extent that it is inconsistent with the Copyright (Collective Management Organisations) Regulations 2023.