

# **RECORDED ARTISTS ACTORS PERFORMERS LIMITED (R.A.A.P.)**

## **Term of Membership**

### **1. INTRODUCTION**

- 1.1 RAAP is a Company which has been set up by Irish Performers to represent their interests. R.A.A.P. will collect on behalf of its Members, their share of new remuneration payable under the Copyright and Related Rights Act 2000.
- 1.2 Principally Members will give R.A.A.P. the right to collect on their behalf remuneration due to them when commercial sound recordings on which they have performed are either broadcast, included in a cable programme service or played in public.
- 1.3 Membership is free and there are no onerous obligations on any party signing up for R.A.A.P. Membership.
- 1.4 The full name of R.A.A.P. is Recorded Artists Actors Performers Limited. It is a company limited by Guarantee which means that all monies collected by R.A.A.P. are, after administration costs, available to its members.
- 1.5 Members appoint R.A.A.P. as their Agent to collect Recorded Performance Remuneration. This is defined in paragraph 2.15 below. In the initial phase it will refer to remuneration from public performance, cable transmissions and broadcasts of commercially released recordings. At a later stage it may be appropriate for R.A.A.P. to collect other types of remunerations, eg. blank tape levies which apply in certain other countries, or as provided for in sections 204 to 207 of the Act. The Mandate given by Members to R.A.A.P. allows R.A.A.P. to collect this additional remuneration.
- 1.6 Recorded Performance Remuneration has been established in most European countries. This is part of the European Union's commitment to harmonise copyright and other rights (including rights in performances) throughout Europe.
- 1.7 R.A.A.P. will not only collect income that arises in Ireland but also income collected in other countries with which R.A.A.P. has reciprocal agreements. A considerable amount of the recorded material Broadcast, included in a Cable Programme Service and played in public throughout the world includes performances by Irish Performers. It is expected therefore that much of R.A.A.P.'s income will in fact come from abroad.
- 1.8 R.A.A.P operates two forms of membership. Most of its members will be full members however Associate membership will be available to those who are signed up with Foreign Societies. The reason for this is that usually joining a foreign society involves giving that society exclusive rights to collect

remuneration on that members behalf. An Associate Member will have the right to receive certain remuneration arising within Ireland. They will not have a right to vote, receive money from Abroad, or otherwise participate in the running of R.A.A.P.

- 1.9 The Liability of the member is Limited. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he/she is a member, for payment of the debts and liabilities of the Company, such amount as may be required not exceeding 1Euro.

## 2. DEFINITIONS

In these Rules and Regulations following words shall have the following meanings:-

- 2.1 “The Act” means The Copyright and Related Rights Act 2000.
- 2.2 “Broadcast and Cable Programme Service” have the meanings ascribed to them in the Act
- 2.3 “Cable Transmission” inclusion in a Cable Programme Service.
- 2.4 “The Controller” The Controller of Patents, Designs and Trademarks.
- 2.5 “Executive Board” means The Executive Board of R.A.A.P.
- 2.6 “Member” means a Performer accepted as a Member pursuant to Clause 4.
- 2.7 “Foreign Remuneration” means Recorded Performance Remuneration arising outside the Territory.
- 2.8 “Foreign Society” means a Society mandated or authorised to collect Recorded Performance Remuneration in a country outside the Territory.
- 2.9 “Joint Organisations” means an organisation that represents inter alia both Performers and Producers.
- 2.10 “Performers” means in each country where Recorded Performance Remuneration arises, the persons entitled under the law of that country to receive such remuneration.
- 2.11 “Performers Organisations” means an organisation that represents Performers.
- 2.12 “Producer” means producer of sound recordings.

- 2.13 “Producers Organisations” means an organisation representing Producers
- 2.14 “R.A.A.P.” means Recorded Artists Actors Performers Limited
- 2.15 “Recorded Performance Remuneration” means:-
- a) the Performers share of the statutory equitable remuneration paid on the Broadcast or public performance or Cable Transmission of a sound recording published for commercial purposes (or a reproduction of such a sound recording) and
  - b) Such other rights to remuneration for performances as are available to Performers under the Act and/or levies on copying devices or media or other measures intended to recompense inter alia performers in respect of the private copying of fixed performances, which are available in other territories, as R.A.A.P. by special resolution in general meeting shall resolve to be collected by R.A.A.P.
- 2.16 “Territory” means the Republic of Ireland.

### **3. APPOINTMENT OF R.A.A.P AS AGENT**

- 3.1 Each Full Member hereby appoints R.A.A.P. as its exclusive agent in the Territory to:-
- 3.1.1 collect his/her Recorded Performance Remuneration arising in the Territory,
  - 3.1.2 enter into agreements with Performers Organisations, Joint Organisations and/or Producers Organisations either within the Territory or in countries outside the Territory with a view to obtaining Recorded Performance Remuneration and to negotiate and settle with Producers’ Organisations how such monies may be shared between bodies representative of Performers and bodies representative of Producers and,
  - 3.1.3 exercise his/her rights for the purposes of entering into agreements with Foreign Societies throughout the world in order to recover and collect income arising in the countries in which such organisations are established and/or the collection of remuneration from such organisations in relation to the Broadcast, Cable Transmission or public performance of Members’ recorded performances and to liase with other collecting societies.
  - 3.1.4 make representations, claims and demands and to negotiate and settle the same as against organisations in countries outside the Territory whether

Performers Organisations, Producers Organisations or Joint Organisations in order to collect and recover foreign remuneration.

- 3.2 Each Associate member hereby appoints R.A.A.P as its exclusive agent to:-
  - 3.2.1 collect on his/her behalf Recorded Performance Remuneration arising in the Territory.
- 3.3 Both Full and Associate members hereby appoint R.A.A.P as their agent, in respect of income collected on their behalf, to:-
  - 3.3.1 give good receipts for and on behalf of the Member,
  - 3.3.2 establish and operate Licensing Schemes,
  - 3.3.3 make representations on behalf of, to appear before and litigate any matter regarding the rights and claims exercised pursuant to R.A.A.P.'s agreement with Members before the Controller and other courts and tribunals whether in the Territory or abroad.
  - 3.3.4 enter into blanket licensing agreements on such terms as it thinks fit.
  - 3.3.5 give indemnities guarantees and warranties in connection with arrangements entered into by R.A.A.P.
  - 3.3.6 make claims, pursue debts, recover monies and litigate actions and proceedings in relation to Recorded Performance Remuneration.
  - 3.3.7 audit and verify compliance with the terms of any agreement or scheme entered into with any third party.
  - 3.3.8 compromise and settle any negotiations, claims, demands or proceedings, and
  - 3.3.9 vary, alter or amend agreements that are entered into.

#### **4. MEMBERSHIP**

- 4.1 A Full Member or an Associate Member shall be a Performer accepted as such by the Executive Board of R.A.A.P. in accordance with the guidelines relating to residence and other matters laid down from time to time by the Executive Board.
- 4.2 In the event that a Member at the date of application to become a member of R.A.A.P. is a member of a Foreign Society or has mandated or granted agency rights in respect of any Recorded Performance Remuneration (whether arising abroad or in Ireland) then he or she shall declare that fact to R.A.A.P.

- 4.3 In the event that a Member makes application to join or does join a Foreign Society during the currency of his or her membership of R.A.A.P. or mandates or appoints any such society or any third party to act on his behalf in relation to Recorded Performance Remuneration whether arising abroad or in Ireland he/she shall forthwith notify that fact to R.A.A.P. and shall supply such details and information regarding such membership, its territorial extent, the rights granted and the extent of the agency accepted, as R.A.A.P. shall require.
- 4.4 Where a Member is or becomes a member of a Foreign Society and/or mandates or grants any rights to collect Recorded Performance Remuneration to any organisation or person other than R.A.A.P the member shall cease to be a Full Member and shall thenceforth be a Associate Member and shall not have the right to share in:-
- 4.4.1 the remuneration or income collected by R.A.A.P from any Foreign Society throughout the world of which the Member is or becomes a member or
- 4.4.2 any monies collected on a blanket, anonymous or unattributable basis whether in the Territory or elsewhere.

## **5. RIGHTS OF R.A.A.P.**

- 5.1 R.A.A.P. shall have the right to consider, draft, publish and lay down from time to time, regulations and guidelines relating inter alia to the following: -
- 5.1.1 Admission requirements for membership.
- 5.1.2 Thresholds for distribution of monies.
- 5.1.3 The establishment of distribution scales and points systems for the distribution of Recorded Performance Remuneration.
- 5.1.4 Retention and/or distribution of unascertained monies.
- 5.1.5 The setting up of trust funds and benevolent funds.
- 5.1.6 Notifications in relation to relevant agreements by Members.
- 5.1.7 Distribution of revenue.
- 5.1.8 Division of monies.
- 5.1.9 Legal proceedings.
- 5.1.10 The extent of the Recorded Performance Remuneration collected by R.A.A.P.
- 5.1.11 Ballots.

- 5.1.12 Relationship with other collecting societies whether in Ireland or abroad in relation to rights licensed or monies collected by Foreign Societies in cases where the rights exercised are more extensive than Recorded Performance Remuneration but relate to either the broadcast, public use or cable transmission of the live or recorded performances of Performers.
- 5.1.13 Death of a Member and succession to his or her interests.
- 5.2 R.A.A.P. shall be authorised to accept assignments of Performers' rights to the extent that these may exist in foreign territories and to licence the same to Foreign Societies as R.A.A.P. thinks fit.
- 5.3 R.A.A.P. may distribute, allocate and apply unattributed or unallocated sums in the general interest of the Performers professions.
- 5.4 The Executive Board of R.A.A.P. may call for proof of performance in a sound recording and the Members contribution and/or participation in that sound recording.
- 5.5 R.A.A.P. shall have power to affiliate and/or grant any of the rights given to it hereunder to any other society.
- 5.6 R.A.A.P. has the right to debit from the account of any Member any sums paid over to such Member where a claim is made against R.A.A.P. in relation to monies distributed to that Member in respect of the same event giving rise to Recorded Performance Remuneration.
- 5.7 R.A.A.P. shall have a First Charge in respect of its administration and other costs in accordance with the guidelines laid down under Clause 5.1 hereof over any Recorded Performance Remuneration collected.

## **6. COLLECTION AND DISTRIBUTION**

- 6.1 The Executive Board shall decide, from time to time, the collection periods and dates for distribution of monies collected and shall determine the minimum distribution amount that it shall distribute to each member. Such details shall be notified from time to time by R.A.A.P. to its Members.
- 6.2 R.A.A.P. shall use its reasonable endeavours to identify and to attribute the monies that are received so far as is reasonably practicable and economic so to do. Where sums otherwise payable to a Member fall below the minimum distribution level, such sums shall be held on account on such a basis and for such a period as the Executive Board shall determine.
- 6.3 R.A.A.P. shall be entitled to make such levies and deduct such commissions and fees as it may decide from time to time by a decision of the Executive Board provided always that such decisions shall be communicated to the Member either directly or at the annual general meeting of R.A.A.P.

- 6.4 R.A.A.P. has the right to deduct any charge, levy, subscription, debt or any other payment which is properly due to R.A.A.P. under the terms of this Agreement or otherwise and any withholding tax, income tax or other charge which R.A.A.P. is required by the Law to debit prior to making any payment to the Member.
- 6.5 R.A.A.P. shall draw up accounts and furnish copies of the same to each Member together with such other financial and accounting information (including the expenditure and administration costs of R.A.A.P.) as the Executive Board shall determine as being reasonably practicable and economic in the circumstances.

## **7. V.A.T.**

- 7.1 The Member undertakes to comply with all and any tax and V.A.T legislation that may be applicable in relation to the receipt by him or her of payments made under this Agreement and indemnifies R.A.A.P. in respect of any liability in respect of the same.

## **8. LEGAL PROCEEDINGS**

- 8.1 The Member hereby authorises R.A.A.P. to instigate and take legal proceedings for the collection of monies arising from any rights to Recorded Performance Remuneration to the extent that these may be legally enforceable either in Ireland or elsewhere and appoints R.A.A.P. as his or her duly authorised attorney to act in all respects in this connection provided always that R.A.A.P. shall be under no obligation to take such proceedings.

## **9. WARRANTIES AND UNDERTAKINGS OF THE MEMBER**

- 9.1 The Member warrants as follows: -

- 9.1.1 He/She has full power authority and right to enter into this Agreement and to appoint R.A.A.P. as his/her exclusive agent in the case of Full Members and exclusive agent in respect of the collection of Recorded Performance Remuneration arising in the Territory, in the case of Associate Members and to permit and authorise R.A.A.P. to exercise the rights herein granted in accordance with this Agreement.

- 9.2 The Member undertakes with R.A.A.P. as follows: -

- 9.2.1 To give details to R.A.A.P. of any purported waiver, assignment, release, commitment whether contractual or otherwise and whether or not enforceable whether by way of a recording agreement or other document of any right to the remuneration collected by R.A.A.P.
- 9.2.2 To inform R.A.A.P. of any monies received in relation to Recorded Performance Remuneration whether personally or through any manager, agent, record company, broadcaster, collecting society or other agent or person.

- 9.2.3 Not to withdraw or deny the authority and agency appointment granted herein save:-
- 9.2.3.1 on prior notice to R.A.A.P or  
9.2.3.2 in accordance with this membership agreement.
- 9.2.4 To notify R.A.A.P. of any change in the information given to them on making application to become a Member.
- 9.2.5 To deliver to R.A.A.P. copies of such agreements, contracts and other documents as the Member may have entered into which may relate wholly or in part to Recorded Performance Remuneration arising either in the Territory or abroad.
- 9.2.6 To deliver to R.A.A.P. such information as it may require in relation to sound recordings containing performances by the Member.
- 9.2.7 To confirm the accuracy of any information contained in a distribution statement issued by R.A.A.P. to the Member and to notify R.A.A.P. of any inaccuracy and/or any monies credited or distributed to the Member.
- 9.2.8 To abide by the Constitution of R.A.A.P., the rules and regulations laid down from time to time in respect of membership of R.A.A.P. and the arrangements for the collection, distribution and apportionment of Recorded Performance Remuneration.
- 9.2.9 Not to institute any legal proceedings or make any claims in respect of Recorded Performance Remuneration save with the prior approval of the Executive Board of R.A.A.P.
- 9.2.10 To execute such further licenses, authorities, contacts, powers and other documents as may be necessary for R.A.A.P. to carry out its obligations hereunder of which may be desirable for R.A.A.P. to exercise in pursuance of the objects stated in the Memorandum of Association.

## **10. DISPUTES PROCEDURE**

- 10.1 R.A.A.P. may and shall lay down rules and procedures for the settling of any grievance or dispute whether in relation to monies arising or distributed or any other matters relating to R.A.A.P. in which the Member has a legitimate interest. R.A.A.P. may lay down separate procedures in relation to internal and administrative matters and/or to the auditing and verification of accounts.

## **11. TERM**

- 11.1 This Agreement shall take effect from the acceptance by R.A.A.P. of the application for membership and shall continue until determined in accordance



with Clause 11.2 or 11.3 below. On termination of the agreement the Member shall cease to be a member of R.A.A.P.

11.2 Either R.A.A.P. or the Member may terminate this Agreement upon 3 months written notification to the order.

11.3 Either party may terminate this Agreement in the case of any breach by one party which either is not capable of remedy or if capable of remedy, has not been remedied within 30 days of notification of the details of the breach from one to another.

## **12. MISCELLANEOUS**

12.1 Notifications given by R.A.A.P. to the Member may in the discretion of the Executive Board be specific or general such as in any R.A.A.P. newsletter or magazine from time to time.

12.2 Irish Law shall apply.