

Writer Successor Application

About IMRO

IMRO is a national organisation that administers the performing right in copyright music in Ireland on behalf of its members – songwriters, composers and music publishers – and on behalf of and on behalf of the members of the international overseas societies that are affiliated to it. IMRO's function is to collect and distribute royalties arising from the public performance of copyright works. IMRO is a not-for-profit organisation.

Music users such as broadcasters, venues and businesses must pay for their use of copyright music by way of a blanket licence fee. IMRO collects these monies and distributes them to the copyright owners involved. The monies earned by copyright owners in this way are known as public performance royalties.

IMRO is also prominently involved in the sponsorship and promotion of music in Ireland. Every year it sponsors a large number of song contests, music festivals, seminars, workshops, research projects and showcase performances.

How Do I Apply?

In order to apply you must fill in the attached Writer Successor Application Form and Writer Successor Member Agreement, print them both out, sign them and then submit them to us along with the other documents listed below. The Writer Successor Member Agreement (which includes an assignment of specified rights in your copyright works to IMRO) will take effect only if IMRO accepts your application for membership. If you are in doubt as to the effect of the Writer Successor Member Agreement you are advised to obtain legal advice before signing it.

Checklist

Important: Please ensure that ALL of the following are included as part of your application before forwarding this to IMRO: Tick box to confirm



1. Fully completed and signed Writer Successor Application Form
2. Signed and dated Writer Successor Member Agreement
3. Proof of identity – photocopy of birth certificate, passport or driver's licence
4. Sealed office copy of the Grant of Probate or, if the writer has died intestate, Letters of Administration with signed instructions from the personal representative named in the Grant.
5. If there is more than one beneficiary, an undertaking signed by the applicant and all other beneficiaries declaring that any royalty earnings from IMRO will be divided as per the instructions of the will or as the law prescribes.
6. If the writer was not a member of IMRO during their lifetime, the successor must provide one of the following:
 - a. A commercially recorded work naming the deceased as a writer or co-writer; OR
 - b. Written/emailed confirmation from a broadcaster confirming broadcast of at least one original musical work by the deceased writer within the last two years; OR
 - c. Written/emailed confirmation from a venue/promoter confirming at least 12 live performances within the last two years of original musical works written by the deceased writer.

INCOMPLETE APPLICATIONS WILL BE RETURNED

Should you have any further questions or require any assistance, please contact the IMRO Membership Department at
Tel: +353 1 661 4844 or by email at membership@imro.ie.

*Please notify IMRO should any of the details on this form change.

Notes for Completing Writer Successor Application

- **Legal Name:** This is your name as it appears on your birth certificate or passport.
- **Pseudonym, stage names or professional names:** This section is for any name that you, as an individual, might also be known as.
- **Contact Details:** Please ensure that you include at least a postal address, phone number and email address. Don't forget to include your date of birth, age, country of birth, country of residence and country of tax residency at the bottom of this section.
- **“State if you are, or ever have been, a member of any other society or organisation administering performing rights anywhere in the world”:** For example if you have been a writer successor member of PRS in the UK, GEMA in Germany etc.
- **“State if you propose to exclude any country from the territory in which rights are to be administered by IMRO on your behalf”:** By ticking “NO” here, you are stating that you want IMRO to be responsible for administering your performance royalties wherever your music is performed.
- **“Do you have a music publisher or music publishing business?”:** Answer as relevant at the time of completing the form. If your situation changes in the future you can update us.
- **“Are you the successor to a deceased writer?”:** The life of copyright lasts the lifetime of the writer plus 70 years. IMRO members can bequeath their membership to a successor. In a case where you are already a successor member of IMRO, or are applying to be a successor member of IMRO, you should tick “yes” and name the deceased writer.
- **“Please provide details of one musical work (song/tune) written or co-written by the above named deceased writer.”** This section needs to be completed as part of your application but it is important to remember that this is not a registration of the work. Works may be registered after your application has been processed.
- **Please ensure your application form is signed and dated.**
- **Bank Details:** IMRO will make any royalty payments you earn directly into your bank account. Please ensure to complete all fields on this form. Your Account Name will usually be the name of the account holder, or a company name. If you wish to have your royalties paid into an account other than your own, please ensure the form is signed by the account holder and you.

Writer Successor Member Agreement

- Every successor applicant must submit a signed Writer Successor Member Agreement before their membership application can be processed. This is a legal agreement each applicant makes with IMRO, assigning their performing right to IMRO to enable us to collect your performing royalties on your behalf.
- The applicant's name and address should be clearly written at the top of the Writer Successor Member Agreement in the spaces provided.
- The Writer Successor Member Agreement should be dated in the space provided on the second page, and signed by the successor applicant.

If you have any further queries, please contact the IMRO Membership Department at +353 1 661 4844 or at membership@imro.ie.



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(* Denotes mandatory field which must be completed by successor applicant)

LEGAL NAME OF SUCCESSOR APPLICANT.

As it appears on your **birth certificate** (or **marriage certificate** if you use your married name)

*Surname: (block capitals)

*Forenames: (in full)

Mr/Mrs/Ms/Other - please indicate

PSEUDONYMS, STAGE NAMES OR PROFESSIONAL NAMES (if any)

A.

B.

C.

Band Name(s) or name of Performing Group(s) (if applicable) linked to your copyright works.

*Address:

*Telephone No:

Mobile No:

*Email:

Website:

*Date of Birth : Age:

*Country of birth: *Country of Residence: *Tax residency area:

*State if you are, or have ever been, a member of any other society or organisation administering performing rights anywhere in the world Yes No

If YES please state which society

*State if you propose to exclude any country from the territory in which rights are to be administered by IMRO on your behalf Yes No

If YES please state which country

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*Do you have a music publisher (or music publishing business)?

Yes No

IF YES please give details

Please provide details of one musical work (song/tune) written or co-written by the above named deceased writer. These details must be completed to ensure that you qualify for IMRO membership.

*TITLE OF MUSICAL WORK

*WRITER NAMES

*PUBLISHER (if any)

*COMMERCIAL RECORDING DETAILS Recording Artist Record Label

NB: This form is NOT the official registration of your work - the details provided will only be used to establish your eligibility for membership.

I apply for membership of the Irish Music Rights Organisation CLG.

I understand that, if admitted, my membership will be subject to the Constitution of the Company and that my rights, obligations and liabilities as a member will be governed by the Constitution and all the rules and regulations made thereunder. *(The Constitution can be viewed at www.imro.ie)*

*Signed:

*Date:

DATA PROTECTION ACT – Please note that the information provided by you on this form will be used by IMRO only for the administration of royalty payments and related activities. For these purposes we may disclose such information to our service providers, agents and overseas affiliates.

You have the right, subject to certain exemptions, to obtain a copy of any personal data we hold about you and to correct any inaccuracies in such data. If you wish to avail of these rights, please contact us at: membership@imro.ie. Your request .

Writer Successor Agreement

This Agreement is made between

(1)	Insert Name
Of	Insert Address

(the “**Successor**”); and

- (2) **IRISH MUSIC RIGHTS ORGANISATION LIMITED**, whose registered office is at Copyright House, Pembroke Row, Lr Baggot Street, Dublin 2, D02 HW59, Ireland. (the “**Company**”).

The parties hereby agree as follows:-

1. Definitions

In this Agreement:-

- 1.1 Words and phrases which are not defined herein have the same meaning as in the constitution of the Company.

- 1.2 Unless the context requires otherwise:

“**Musical Work**” means any musical work of 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 Performing Rights in the musical work are not administered by the Company).

The expressions “**Performing Right**”, “**Film Synchronisation Right**”, “**Performance**” and “**perform**” shall have the meanings respectively given to them in the Company’s Constitution.

“**Rights Assigned**” has the meaning given to it in Clause 2 of this Agreement.

“**Rules**” means the rules and regulations of the Company adopted by the Company from time to time in accordance with the provisions of the Constitution.

2. Assignment

2.1 The Successor, in consideration for the performance by the Company of its obligations under this Agreement, hereby assigns to the Company ALL the under-mentioned rights in Musical Works which now belong to or shall hereafter be acquired by or be or become vested in the Successor during the continuance of the Successor’s membership of the Company, 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 Successor (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 Company for its exclusive benefit during such time as the Rights Assigned continue to subsist and (in accordance with the provisions of the Constitution of the Company for the time being in force) remain vested in or controlled by the Company.

2.2 The Rights Assigned under this Agreement are:-

- the Performing Right; and
- the Film Synchronisation Right to the extent prescribed in Article 7(c)(ii) of the Company’s Constitution (subject to the undertaking by the Company to assign or license this right in accordance with the terms of the proviso to Article 7(b))

for all parts of the world.

Writer Successor Agreement

3. Company's Obligations

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

4. Successor's Obligations

- 4.1 The Successor warrants and represents that the Successor has good right and full power to assign the rights assigned in the manner aforesaid to the Company, and that the musical works in respect of which the Rights Assigned are hereby assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work.
- 4.2 The Successor covenants with the Company that:
- (a) the Successor will at all times hereafter indemnify and keep the Company harmless from and against all loss, damage, costs, charges and expenses which the Company may suffer or incur in respect of any claims which may be made upon or against the Company in respect of or as a result of any exercise by the Company of any of the rights which are hereby assigned or purported to be assigned; and
 - (b) the Successor shall and will so long as the Successor shall continue to be a member of the Company do, execute, and make all such acts, deeds, power of attorney, assignments to or vesting in the Company or enabling the Company to exercise and enforce the rights assigned or any part thereof as the Company may from time to time reasonably require.
- 4.3 The Successor agrees to be bound by the provisions of the Constitution of the Company and the Rules, copies of which are available on request or may be downloaded from the Company's website, www.imro.ie.

5. General

- 5.1 This Agreement, the application form submitted by the Successor to the Company and any document referred to in this Agreement constitute the entire agreement between the parties and supersede all previous agreements and understandings between the parties with respect to the subject matter of this Agreement.
- 5.2 No provision of this Agreement 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 Agreement is governed by, and shall be construed in accordance with, the laws of Ireland.

IN WITNESS HEREOF the parties have executed this Agreement on

D	D	M	M	Y	Y	Y	Y
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SIGNED by
the SUCCESSOR

For office use only

SIGNED by
for and on behalf of
THE IRISH MUSIC RIGHTS ORGANISATION LIMITED

(Director)

(Director / Secretary)

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Benefits of IMRO Membership

IMRO does not apply any additional administration charges on overseas royalty earnings. For example, royalties earned from radio, TV, online or live performances of IMRO members works that take place in the USA, Germany, ASIA etc., are forwarded on to IMRO members by IMRO without it applying any additional administration charges. IMRO takes the view that the local performing rights organisation in the territory where the work has been performed has already applied an administration charge and identified who has written the work, so IMRO members should not be penalised again by adding on an additional administration charge. Most other performing rights organisations apply additional administration charges on overseas royalties before passing royalties on to their members. These admin charges can be significant.

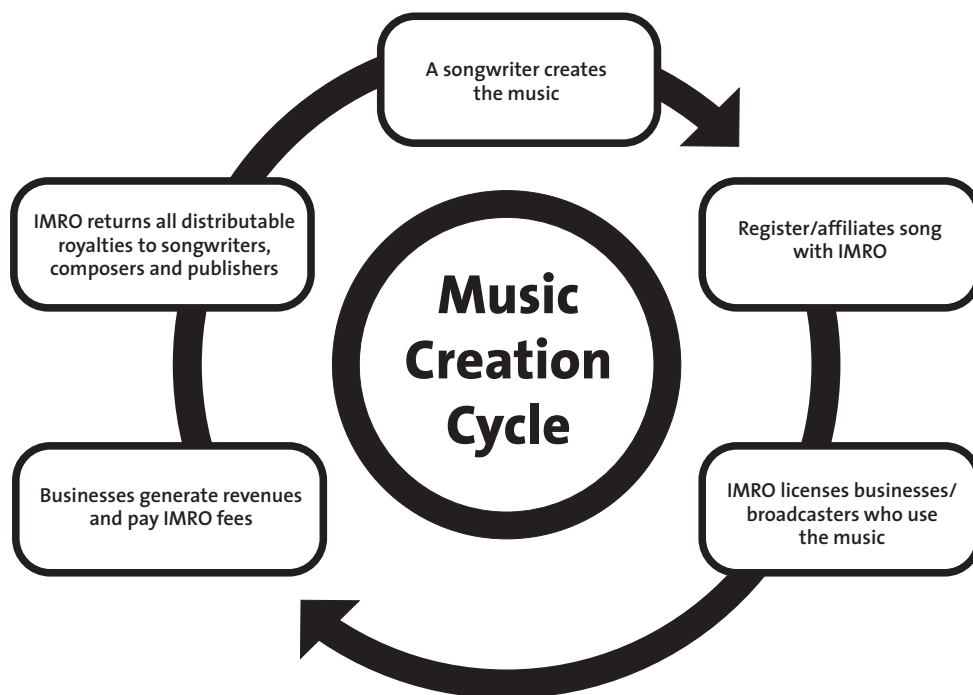
IMRO issues royalty payments to its members on a monthly basis. Making it one of the most efficient societies in the world. Most other societies do so on a quarterly basis. IMRO members have full access to their royalty statements through an online portal area which is available through the IMRO website.

IMRO members have direct access to a named team member in our distribution & membership departments who will deal with any queries that might arise throughout the year. This ensures a focused personal level of customer service. Most other collection societies are not in a position to offer this level of direct contact.

We have many members, writers and music publishers, based all over the world and through our affiliated agreements with our sister societies we are well positioned to protect our members interests worldwide.

A songwriter/publisher will avoid any unnecessary bank charges related to currency conversions if they are resident in the Republic of Ireland.

MUSIC CREATION CYCLE



For further information visit www.imro.ie