

# Writer member application



Dear Applicant,

Thank you for your interest in membership of MCPS.

To help you to decide if MCPS membership is right for you, we have a couple of questions for you to consider:

- Q1. Do you own or control the copyright in any musical works?
- Q2. Have any of your musical works been released for retail purposes by a record company (other than one you own), or recorded into radio, TV, audio-visual or multimedia production?

Answering 'yes' to both of the above questions indicates membership should now be considered. However, if you do not own or control the copyright in the works, you will not be able to collect any royalties generated by licensing of the works, and if they have not been used in any of the items detailed in question 2, no royalties will be generated.

You will need to complete and return the attached Application Form and Licensing and Collection Mandate in order to join. We draw your attention to the fact that return of the signed Application Form constitutes an offer by you to enter into a legally binding agreement with MCPS, all the terms and conditions of which are referred to in the MCPS Membership Agreement (document reference MA2), the three annexes (Rental and Lending, Multimedia, Online Exploitation) and the Member Handbook.

By signing the Application Form, you appoint MCPS as your agent throughout the world, for all mechanical rights which you own or control as described in your completed Licensing and Collection Mandate. If, however, you are a direct member of an overseas society, membership of that society takes precedence in that territory (see clause 6.1 of the Membership Agreement).

The contents of the Membership Agreement should be read and fully considered by you before returning the Application Form. If you are in doubt as to the effect of the Membership Agreement on your ability to deal with the copyright in your works, you may wish to take independent legal advice. Acceptance of the offer referred to takes place when MCPS notifies you that your application for membership has been confirmed. Please note, if you are under the age of 18, this form must also be signed by a parent or guardian.

Except where expressly stated otherwise or provided by law, any notice or other written communication given under or in connection with this Agreement shall be sent by email to the email address provided by you on your admission form.

## IMPORTANT

In order for us to process your application quickly, you must provide evidence clearly proving your works have been copied recently into a commercially released CD, tape, record, mini-disc or video, or are to be copied imminently into radio, TV, audio-visual or multimedia production.

Listed below are examples of the type of evidence required:-

A copy of a manufactured audio or video product i.e. CD, vinyl record, cassette, mini disc, DVD, video.

A letter from a commissioning production company or music user (i.e. broadcaster) confirming your music has been copied into a film, TV programme, radio/TV advert (that is being commercially distributed), computer or video game.

If you have any questions regarding the contents or completion of this form please contact the Member Admissions team on 01 6448023 or e-mail [david.galligan@imro.ie](mailto:david.galligan@imro.ie)

## Member Admissions

### Data Protection Act 1998

Mechanical-Copyright Protection Society Limited will use all information supplied for administration of your membership agreement and other related purposes. We may disclose your information to other MCPS-PRS Alliance associated companies, our agents and service providers for these purposes. They, or we, may contact you by mail, telephone, e-mail or fax in connection with your membership. We may transfer your information overseas to affiliated societies in order to fulfil our contract with you.

# MCPS writer member application form

Complete all relevant sections. Where a particular section is not relevant, please state not applicable or n/a.



## NAME AND ADDRESS DETAILS

Enter true name as stated on official documentation i.e. birth certificate, passport, deed poll or marriage certificate.

Surname

Forename(s)

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List any other names you write under. Group/band names or company names will not be accepted.

Surname

Forename(s)

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Surname

Forename(s)

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Address (including full postcode)

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Date of birth

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Nationality

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Telephone number

Daytime/mobile telephone number

E-mail address

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## ROYALTY PAYMENT DETAILS

Name of bank or building society

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Sort code

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Branch

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Account number

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Name in which account is held

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Building society roll number/pay reference (if relevant)

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Should you require your royalties to be paid to an account outside of the UK, please refer to our website (<http://www.prsformusic.com/creators/membership/PRSforMusicroyalties/mandates/Pages/default.aspx>) for further info.

**EXPLOITATION DETAILS**

Detail one composition (in which you have a writer/composer interest) which has been subject to mechanical usage.

Title	Area of usage i.e. CD, video, film	Catalogue No./ Transmission No.	Band name (if relevant)

**EXPLOITATION DETAILS**

If you are a direct member of any other mechanical rights organisation, please detail below.

Name of overseas society

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Territory representation

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<p>NB. While MCPS licenses directly in the UK (and in Europe subject to central licensing arrangements), in all other territories licences are via affiliated societies. Collection and distribution of overseas royalties is subject to rules laid down by the MCPS board from time to time. In most cases, this involves members making a claim using an International Royalty Claim Form, to be submitted every time their compositions are released in foreign territories. These forms are available on request.</p>
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**I enclose all of the following in support of my application:-**

- documentation/evidence confirming mechanical usage of my composition(s)
- photocopy of my birth certificate, passport, deed poll or marriage certificate
- fully completed and signed Licensing and Collection Mandate
- admission fee of €120.00, inclusive of VAT (cheque payable to MCPS Ltd)
- signed letter from a solicitor, accountant or bank manager **if applying for an AP2/2A exclusion**

**FAILURE TO PROVIDE ALL OF THE ABOVE ITEMS WILL DELAY YOUR APPLICATION**

I acknowledge receipt of the MCPS Membership Agreement (Document Reference MA2) and the three accompanying annexes (Rental and Lending, Multimedia, Online Exploitation), which I have read and considered.

I hereby apply for membership of MCPS and I understand that the submission of this completed Membership Application form constitutes an offer by me to enter into a legally binding agreement with you on the terms and conditions referred to in the Membership Agreement in accordance with my wishes expressed on the Licensing and Collection Mandate. I also understand that acceptance of this offer takes place when MCPS notifies me that membership has been granted.

Signature

Date

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Please return this form to MCPS, Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2.

# MCPS Writer Licensing And Collection Mandate

*This is an important document. Please read it carefully. By completing and signing it you give MCPS the authority (mandate) to license, collect and distribute royalties for a particular use of a work or catalogue.*



## 1. PRODUCT BLANKET LICENSING

**Audio/Video Product (AP/VP/ECL)** - This mandate is automatically included, subject to any exclusions specified below. MCPS operates the following types of licensing agreement under the Audio/Video Product Schemes:

- **Sales Agreement Companies** - MCPS will license all parties which fall under this agreement on the basis of net shipments and charge commission on the royalties distributed. These companies account quarterly and MCPS will distribute within seven working days of receipt of the royalties for audio products and within one month of the receipt of the royalties received from both sales agreement and non sales agreement video product companies.
- **Non-Sales Agreement Companies** - MCPS will license all parties seeking a licence on the basis of manufacturing quantities and charge commission on the royalties distributed.
- **European Central Licensing (ECL)** - ECL deals occur where the royalties for sales throughout Europe are collected by one society and distributed to the society in the territory where the sales took place for onward distribution to the copyright owner. ECL royalties are distributed quarterly.

### **EXCLUSIONS:**

This section applies to applicants who own a record company and/or video company.

**Sales Agreement Companies:** If a Member wishes to exclude any audio product sales agreement company from MCPS collection, **all AP.1/AP.6 companies will be excluded** (in accordance with clause 3 of the Membership Agreement). Collection then becomes the responsibility of the Member but licensing remains the responsibility of MCPS and a higher commission rate will apply.

**Non-Sales Agreement Companies:** A Member may exclude a record company on a manufacturing agreement (**AP.2/AP.2A**), provided the record company and the Member are "Related Parties" (see clause 16.20 of the Membership Agreement). Where a record company is excluded, MCPS will continue to license that record company, but the Member will collect royalties direct in relation to their own repertoire.

A 5% commission fee will be applied to members who earn royalties from MCPS' administration of Related Party Exclusions and do not collect their royalties via MCPS. The fee will be calculated quarterly in arrears at 5% of the excluded royalty rate, subject to a minimum charge of €37 per quarter, and will be invoiced within 14 days of the end of the quarter. Invoices will be subject to payment terms of 28 days from the date of issue. If no excluded royalties have been earned for a quarter, then no charge will be levied for that period.

The standard AP.2/AP.2A commission rate will apply for any record company not excluded.

**To apply for an AP.2/AP.2A Exclusion, you must provide a letter from a solicitor, accountant or bank manager on their official headed paper, giving the name and full postal address of the record company and confirming that you and the record company are related parties.**

Record Company/ies and/or Video Company/ies you wish to exclude:

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## 2. BROADCAST BLANKET LICENSING

This mandate is automatically included in the Membership Agreement. Exclusions not available.

### 3. OTHER LICENSING

Although your works may not have yet been subject to the following usages, it is mandatory to complete this section.

For the use of non-production music in Audio and Audio-Visual Productions, you have the option to exclude these licences from MCPS control. The options are as follows:

- MCPS ONLY:** MCPS has exclusive right to issue the licence for the relevant use after having gained prior approval for the use from the Member.
- MEMBER ONLY:** MCPS has no right to license or negotiate on the Member's behalf for the relevant mandate.
- MCPS ON 1ST CALL:** Either the Member or MCPS has the right to issue the licence, depending upon whom the user of the music contacted first. If MCPS is contacted first, MCPS must still get prior approval for the use from the Member.

Please indicate who you authorise to issue licence by ticking one box only for each mandate.

Audio and Audio-Visual Product Mandates	MCPS ONLY	MEMBER ONLY	MCPS ON 1st CALL
Theatrical motion pictures			
TV advertisements			
Radio advertisements			
TV Programmes			
All other non-retail sound bearing copies			
Premiums			
Digital memory devices			
Novelties			
Music quiz games			
Non-Core Covermounts			
Non-Core Karaoke			
Non-Core Exhibitions			

### 4. ADDITIONAL ANNEXES TO MEMBERSHIP AGREEMENT MA2

Please indicate if you wish to take advantage of the terms and conditions as specified in the relevant annexes.

	YES	NO
Rental and lending annex		
Multimedia annex		
Online annex ( <i>as modified in our letter dated 4 December 2001</i> )		

Please note it is not necessary for MCPS to gain prior approval from the Member in respect of the additional annexes.

### FAILURE TO COMPLETE SECTIONS 3 AND 4 WILL INVALIDATE YOUR APPLICATION

Your signature

Name (Block capitals)

Date:

Return to MCPS, Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2.

**MCPS MEMBER CONTACT INFORMATION & BANK DETAILS**

Member Name:	
<b>MEMBER CONTACT INFORMATION</b>	
Postal Address	
Landline telephone number	
Mobile telephone number	
Facsimile number	
Email address	
<b>BANK DETAILS</b>	
Bank Account Number (eight numbers)	
Sort Code (six numbers)	
Swift Number (eight digits, letters & numbers)	
IBAN Number	

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Full name of bank or financial institution - Mandatory

Full address of bank or financial institution - Mandatory

Name of account holder - 18 characters including spaces - Mandatory

Bank sort code - 6 digits, no hyphen '-' or slash '/' or alpha character allowed - Mandatory

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Account number - 8 digits, no hyphen '-' or slash '/' or space allowed - Mandatory

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Account type - Checking or Savings - Mandatory

- 01 Savings
- 02 Checkings
- 03 Others

International Bank Account Number (IBAN) - 22 contiguous alpha numeric characters - Optional

Bank Identification Code (Swift BIC) - full 11 character BIC required - if 8 characters last 3 = XXX - Optional

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I wish the payment to be paid by direct deposit to the account noted above.

CAE/IPI Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_