



Jamaican Copyright Licensing Agency

17 Ruthven Road, Building 1
Kingston 10, JAMAICA
Telephone: 1 876 754 8910; 1 876 906 6455
Fax: 1 876 920 9444
Email: info@jamcopy.com

www.jamcopy.com

April 26, 2019

Dear JAMCOPY Affiliates,

We wish you a Happy Intellectual Property Day 2019. This letter will advise you of several amendments to the JAMCOPY Affiliation Agreements of 2018. **PLEASE NOTE** that the overall content and purpose of the Agreements have **not** changed.

If you have already completed the 2018 Agreement, you will **NOT** be required to sign the amended agreement. Only persons joining or re-affiliating with JAMCOPY after **April 30, 2019** will join on the amended Agreement.

Relevant section for amendments: Section 9 (6) of the 2018 Affiliation Agreement states that: *Section 9. (6.) Amendments: No amendment to the principal part of this Agreement will take effect unless it is in writing and signed by the parties, SAVE THAT where JAMCOPY notifies you in writing of any amendment, you will be deemed to have accepted same and such amendment will take effect, if you do not respond in writing to JAMCOPY within the period specified in the notification, indicating that you have objections to the amendment.*

If you have any objections to the amendments, kindly notify JAMCOPY at the below address no later than July 31, 2019.
info@jamcopy.com

Philippa Davies (Ms)
Assistant General Manager

Objective of the amendments: The below amendments are intended to do the following:

- Render the agreements more user-friendly and self-explanatory
- Clarify where JAMCOPY exercises final discretion over:
 - the acceptance/non-acceptance of works
 - the classification of works and
 - the evidence needed to carry out verification processes
- Ensure sufficient information is obtained to fully ascertain eligibility of applicants.

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HIGHLIGHTED Changes on JAMCOPY website- www.jamcopy.com

- You may find on the JAMCOPY website, the revised Affiliation Agreements with the changes highlighted in **yellow**.
- A **SAMPLE** completed agreement to provide guidance on how to complete the forms.
- The revised blank agreements are also on the website.

CHANGES to Creator Affiliation Agreement

Part A and Part B: The [Definitions and Terms and Conditions](#) have been placed together in Part A. [Affiliates will keep Part A](#). The information to be provided to JAMCOPY has been placed together in Part B. [Part B will be submitted to JAMCOPY](#).

Part A:

➤ The '[Definitions](#)' section is placed at the outset of the agreement rather than later on. An early explanation of the terms being used in the agreement can better guide applicants in understanding the agreement.

➤ Additional words: '[affiliate](#)', '[beneficiary](#)' (as under a will) which is different from 'beneficiary person' (a print-impaired person), '[copy](#)', '[creator](#)', '[member](#)', '[parent work](#)', '[reproduction right](#)', '[rightsholder](#)', '[verification process](#)'

➤ **Re-numbered sections:**

[Section 1](#): (old Section 6) Grant of Rights

[Section 2](#): (old Section 3, part A) Works covered under the Agreement

[Section 3](#): (old Section 7) Royalties and Distribution

[Section 4](#): (old Section 8) Term and Terminating the Agreement

[Section 5](#): (old Section 9) Additional Legal Information

[Section 6](#): (old Section 1) Eligibility

[Section 7](#): (old Section 2) Personal Information

[Section 8](#): (old Section 3, part B) Proof of works to be covered and works to be excluded

[Section 9](#): (old Section 4) Banking Information

[Section 10](#): (old Section 9 Part B) Signatures

➤ **Section 2: The Works that are covered under the Agreement**

- [Section 2\(2\)](#) underlines that JAMCOPY has final say on the classification of submitted works according to the work types listed in Schedule 'A'.

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- **Section 2(4)** reminds affiliates that the creator of a literary and artistic work contained in the same publication (a single work) will be paid **ONLY** royalty payments for that single work.
- **Section 3: Royalties and Distribution.** This revision clarifies the current section. All payments made to you by JAMCOPY will follow JAMCOPY's Revenue Distribution Guidelines (described in Schedule C) which is established by the JAMCOPY Board of Directors. **Should JAMCOPY lack** sufficient information to distribute collected royalties under the current Revenue Distribution Guidelines, the JAMCOPY Board of Directors may approve of an **alternate method of distribution** which the Board deems to be fair. JAMCOPY may request additional information from you in order to facilitate such an alternate approach.
- **Section 4: Termination**
Section 4(1) will now read, 'This Agreement takes effect on the date of the confirmation letter of affiliation that will be sent to you by JAMCOPY, upon successful completion of the verification process, and continues until terminated. An application that does not satisfy the requirements for affiliation set out in Part B, Sections 1-3 of this Agreement will not be accepted.'
- A new section, **Section 4(3) (d)**, gives the JAMCOPY Board **the discretion to forfeit** payment of any outstanding royalty to an affiliate whose agreement has been terminated on the grounds of material misrepresentation which have resulted in the affiliate being unjustly enriched from royalties to which he/she is not entitled.
- **Section 5: Additional Legal Information**
Section 5(3) reiterates the requirement for original signatures states on the front page of the agreement, "The original of the signature clause on page 15 must be submitted along with the completed affiliation agreement."
- A new section, **Section 5 (9)**, on the distribution of any outstanding royalties should JAMCOPY be wound up; "In the event of Dissolution: In the event that JAMCOPY ceases operations, and subject to any applicable provisions of law or directions of the Court, available funds allocated for distribution to affiliates will be paid as soon as practicable after such cessation."
- The numbering has been adjusted for the remaining sub-paragraphs under Section 5

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Part B: Application for affiliation

- **Front Page:** The **name of the Creator** will be stated on the front page.
 - **Re-numbered sections**
 - **Section 7: Personal Information**
 - Section 7 is now the section for the Creator's personal details
 - 'Title' refers to your personal designation such as **Mr, Miss, Mrs.** etc. and not the *title* of the work.
 - Section 7c is now the section for details of non-creator applicants e.g. parent/guardian or beneficiary. Two blank slots are provided in case of multiple applicants.
 - Section 7d is for business/company creators for example, where a company and not an individual is the author of the work.
 - Section 7e is the section for details on the employment of natural person applicants. This will not apply to business/company applicants
 - Section 7f is to list **ONLY** your professional associations that relate to the book and publishing field, copyright or collective management industry.
 - **Section 8: Works covered or excluded by this Agreement**
 - **Section 8(6)** indicates that originals of works can be requested for the purposes of verification. If your works cannot be verified, your application is likely to be rejected.
 - **Section 9: Banking Information.**
- Re-numbering the sections:**
- **9a.** Bank Details
 - **9b.** Bank Account Details
 - **9c.** Bank Information for Intermediary
- **New Section 10: SIGNATURES**
 - The title of the signatory is to be the **Rightsholder**, not 'Creator'
 - Space for **signature and seal by corporate author** is provided

Please note that the signatory page will be stamped '**Received**', then **dated and signed** by the receiving JAMCOPY staff member. A copy of the signature page can be printed on request.

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Once the verification process is completed and the application accepted, the Agreement will be counter-signed by the relevant JAMCOPY staff member. A letter confirming affiliation will be sent to the affiliate and will bear the date on which the application was stamped and received at the JAMCOPY office.

- **Schedule 'A': Works**
- a. The box for Work 2 – Articles includes '[Journals/Periodicals](#)'

CHANGES TO the Publisher Affiliation Agreement

Similar revisions as those made in the Creator Agreement, namely;

- [Part A and Part B](#)
- the [Front Page](#)
- the [Definitions](#) section
- clarifying [works classification, royalties and distribution and signature clause](#)
- [re-numbering](#) Parts A and B
- new section on [Termination](#), and [Dissolution](#)
- additional space for the [signature page](#) (space for placing of company seal).

Other changes:

- [Section 7](#) now requires publishers to submit:
 - (i) [A current Letter of Good Standing from the Companies Office of Jamaica](#)
 - (ii) [Statement from Companies Office of Jamaica naming the proprietor of the business name\(s\) associated with the business/company registration number listed in Section 2.](#)

-End-

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