



Publisher / Record Label Membership Application

About MCSN

The Musical Copyright Society Nigeria (MCSN) exists to collect and distribute Performance, Mechanical, and Neighboring rights royalties on behalf of its members (songwriters, composers, performers, producers, record labels, and music publishers) and on behalf of members of the international overseas societies that are affiliated to us.

Music users such as broadcasters, venues and businesses must pay for their use of copyright music by way of a licence fee. MCSN collects these monies and distributes them to the copyright owners involved.

Are you eligible for Membership?

Eligible members must be Nigerian songwriters, performers, producers, composers or lyricists, or those music creators that have taken up permanent residency in Nigeria, who meet one of the following criteria and have proof of performance:

- Your music has been published by a music publisher;
- Your music has been released on a commercial recording (available for sale); or
- Your music has been, or will be, performed in a public forum (radio, TV, live) subject to licensing by MCSN.

Eligible publishers will be accepted for membership if they can establish that they have an office in Nigeria and that, by contract, they have been assigned one of the following:

- At least five musical works written or co-written by an MCSN member or a Nigerian who is a member of another CMO;
- At least one musical work written or co-written by an MCSN member or a Nigerian who is a member of another CMO featured on a commercial recording; or
- At least one musical cue listed on an audio-visual cue sheet written or co-written by a MCSN member or a Nigerian who is a member of another CMO.

How do I Apply?

In order to apply for MCSN membership, you must fill in the attached Application Form/Member Agreement and return your completed document to MCSN, along with the other documents listed below.

The Member Agreement (which includes an assignment of specific rights in your copyright works to MCSN) will take effect only if MCSN accepts your application for membership. If you are in doubt as to the effect of the Member Agreement you are advised to obtain legal advice before signing it.

Checklist

- Please ensure that ALL of the following are included as part of your application before forwarding this to MCSN: Please tick box to confirm.
- 1. Fully completed and signed Application Form / Membership Agreement.
- 2. Certificate of incorporation or registration
- 3. Memorandum and articles of association in case of Limited company, Partnership deed in case of Partnership businesses, or Proprietor’s I.D in case of Sole Proprietorship.
- 4. Proof that you qualify for MCSN Membership as per the qualifying criteria outlined above.
- 5. Provide details of four musical work (song/tune) by atleast 2 different artists which you have published.



Membership Application

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

*Registered Trade Name: As it appears on your certificate of incorporation.

*Legal form: Select your business structure below

Company

Partnership

Sole Proprietorship

*Country of Registration:

*Registration Number:

* Date of Registration:

Tax ID Number (TIN):

*Email:

*Mobile No(s):

Website:

*Address:

*State if you are, or have ever been, a member of any other society or organisation administering performing, mechanical, or neighboring 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 MCSN on your behalf.

YES NO

If YES please state which country



Membership Application

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

Bank account details:

MCSN will pay the royalties you earn directly into your bank account.

*Name of MCSN Member:

*Bank Name:

*Account Name:

*Account Number:

Bank Address:

Contact Person Information:

Insert details of the contact person / director.

*Name:

*Email:

*Phone:

*Role:

*Address:



Notification of Works

Definition of Terms:

- **Full Name:** Input your registered Name.
- **MCSN ID:** Input your MCSN membership number.
- **IPI:** Input your Interested Party Information number.
- **Album title:** Input album or project title.
- **Release Type:** Input one of 'Single, E.P, or Album'.
- **Sound Carrier Type:** Input one of 'Digital Release, or Compact Disk, or DVD, or Cassette Disk'.
- **Publisher:** Input name of Music Publisher if available.
- **Distributor:** Input name of Music Distributor.
- **Original Title:** Input the original title of the music.
- **Alternative Title:** Input the alternative title of the work.
- **Main Artist(s) / Group Name:** Input Name of the main artist or group.
- **Duration:** Input Song duration in minutes and seconds (example: 03:00).
- **Date of Creation:** Input date when work was created.
- **Genre:** Input the Genre of work or sound (Hiphop, RnB, Highlife, Afropop, etc).
- **Language:** Input Language of sound or work (English, French, etc).
- **ISRC:** Input the ISRC of your audio recording.
- **Production Country:** Input the country of production.
- **MCSN Work ID:** Leave blank, for official use only.
- **Rights Holder Name(s):** Input full name of rights holders (Composer, Author, Performer, Producer, etc).
- **CAPACITY/ROLE CODE:**
A = Author (Lyricist, Songwriter); C = Composer;
CA = Composer & Author; PR = Performer;
PO = Producer; E = Publisher; R = Record Label;
- **PR%*:** Input Performing Rights Share Percentage.
- **MR%*:** Input Mechanical Rights Share Percentage.
- **NR%*:** Input Neighboring Rights Share Percentage.

Release Details

Album Title:

Release Type:

Sound Carrier Type:

EAN/UPC:

Publisher:

Distributor:

I, THE UNDERSIGNED, DECLARE, ACKNOWLEDGE AND CONFIRM THE FOLLOWING:

1. I AUTHORED/COMPOSED, AND/OR PERFORMED/PRODUCED, AND/OR PUBLISHED ALL WORKS AND/OR SOUND RECORDINGS MENTIONED HEREUNDER.
2. I HAVE, BY MEANS OF A SEPARATE DEED OF ASSIGNMENT, ASSIGNED TO MCSN MY PERFORMING, AND/OR MECHANICAL RIGHTS, AND/OR NEIGHBOURING RIGHTS, AND/OR FILM SYNCHRONISATION RIGHTS IN THE SAID WORK(S) AND/OR SOUND RECORDING(S).
3. I HEREBY ALSO LIST ALL AUTHORS/COMPOSERS, AND/OR PUBLISHERS, AND/OR PERFORMERS, AND/OR OTHER RIGHTS OWNERS ELIGIBLE TO REGISTER AS AUTHOR/COMPOSER, AND/OR PERFORMER, AND/OR PUBLISHER, AND/OR OTHER RIGHTS OWNERS.
4. MCSN SHALL NOT BE HELD LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM DISPUTES AND ACTIONS RELATING TO MY INVOLVEMENT IN THE WORKS INDICATED HEREUNDER.

Name, Signature, Date
MEMBER



Notification of Works

1.	*Original Title:				*Main Artist(s) / Group:			
	Alternative Title:							
*Duration:	*Date of Creation:	*Genre:	*Language:	ISRC:	*Production Country:	MCSN Work ID:		
*Rights Holder Name(s):		MCSN ID:		IPI number:	*Capacity / Role:	*PR%	*MR%	*NR%
					Performer			
					Composer			
					Songwriter			
					Producer			

2.	*Original Title:				*Main Artist(s) / Group:			
	Alternative Title:							
*Duration:	*Date of Creation:	*Genre:	*Language:	ISRC:	*Production Country:	MCSN Work ID:		
*Rights Holder Name(s):		MCSN ID:		IPI number:	*Capacity / Role:	*PR%	*MR%	*NR%



Notification of Works

3.	*Original Title:				*Main Artist(s) / Group:			
	Alternative Title:							
*Duration:	*Date of Creation:	*Genre:	*Language:	ISRC:	*Production Country:	MCSN Work ID:		
*Rights Holder Name(s):		MCSN ID:		IPI number:	*Capacity / Role:	*PR%	*MR%	*NR%
					Performer			
					Composer			
					Songwriter			
					Producer			

4.	*Original Title:				*Main Artist(s) / Group:			
	Alternative Title:							
*Duration:	*Date of Creation:	*Genre:	*Language:	ISRC:	*Production Country:	MCSN Work ID:		
*Rights Holder Name(s):		MCSN ID:		IPI number:	*Capacity / Role:	*PR%	*MR%	*NR%



Membership Agreement

This Agreement is made between

(1)*

Of*

(the “assignor”); and

(2.) Musical Copyright Society of Nigeria (LTD/GTE) whose registered office at: 6, Olaribiro street, Off Allen Avenue Ikeja, Lagos, Nigeria. (the ‘Company’).

The Parties agree as follows:

- A. In this Deed; “Musical Work” means any musical work whether now existing or hereafter composed and, without prejudice to the generality of the expression includes:
- any part of a musical work,
 - any vocal or instrumental music recorded on the soundtrack of any Film,
 - any musical accompaniment to non-musical plays,
 - any words or music of monologues having a musical introduction or accompaniment,
 - 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).
- B. The Assignor hereby assigns to MCSN ALL the under-mentioned rights in musical works which now belong to or shall hereafter be performed by or produced by the Assignor during the continuance of the Assignor's membership of MCSN, 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 so be acquired by or be or become vested in the Assignor (all which rights hereby assigned or expressed or intended to be assigned are hereinafter collectively referred to as "the rights assigned").
- C. TO HOLD the same unto MCSN for its exclusive benefit during such time as the right assigned continue to subsist and (in accordance with the provisions of the Articles of Association of MCSN for the time being in force) remain vested in or controlled by MCSN.
- The rights assigned to MCSN by this deed are;
- All Performing Rights.
 - All Mechanical Rights.
 - All Neighboring Rights.
 - Communication to the public.
 - Recording and reproduction in any material form, including but not limited to synchronization rights, and;
 - Broadcasting for all parts of the world.



Membership Agreement

- D. Company's Obligations:** The Company hereby covenants with the Writer that the Company shall from time to time pay to the Writer 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 Writer shall be entitled to receive in accordance with the Rules.
- E. Assignor's Obligations:** The Assignor doth hereby covenant with MCSN that the Assignor has good right and full power to assign the rights assigned in manner aforesaid to MCSN, hereby warrants 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 copyrights in any other work.

Writer covenants with the Company that:

- the Writer 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
- the Writer shall and will so long as the Writer 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.
- The Writer 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.mcsnnigeria.org.

Name, Signature, Date

MEMBER

For office use only: SIGNED by for and on behalf of THE MUSICAL COPYRIGHT SOCIETY OF NIGERIA (MCSN).

Director / Secretary

Manager