



COPYRIGHT SOCIETY OF MALAWI (COSOMA)

Promoting & Protecting Creativity!

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DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT BETWEEN THE APPLICANT

Hereinafter referred to as "the Assignor" pursuant to his/her membership of the Copyright Society of Malawi hereinafter referred to as "the Society".

WITNESS as follows: -

1. In this deed: -

- (a) the expression "musical work" includes any musical work irrespective of its musical quality, and includes words composed for musical accompaniment;
- (b) the expressions "public performance" and "communication to the public" shall have the meanings respectively given to them in the Copyright Act of 2016.

2. The Assignor hereby assigns to the Society 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 Assignor during the continuance of the Assignor's membership of the Society, and all such parts of 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"), TO HOLD the same unto the Society for its exclusive benefit during such time as the rights assigned continue to subsist and (in accordance with the provisions of the Copyright Act of 2016 for the time being in force) remain vested in or controlled by the Society.

The rights assigned to the Society by this deed for all parts of the world are: -

- a) Public performance in any manner or form;
- b) Public presentation by means of films, videocassette or other sound / image carriers or both;
- c) Broadcasting;
- d) Dissemination by means of cable networks;
- e) Transmission of broadcast or disseminated works by means of loudspeakers or every other sort of sound or audio-visual apparatus installed in public places;
- f) Recording on sound / image carriers or both of any kind whatsoever (records, videodiscs, magnetic tapes, film strips, audio or video-cassette, cylinders, etc) as well as the putting into circulation of such sound / image carriers or both;
- g) Introduction into data banks, documentation systems or similar storage units which are accessible to the public in various ways including downloading;
- h) Adaptation to all sorts of images, such as films, choreographies, audio-visual sequences, etc. as well as the putting into circulation of the sound / image carriers thus produced;

- i) Making of all sorts of copies of notations sheets and their being put into circulation as far as it does not come into under the publishing activity;
 - j) Reproduction of musical work into any medium of communication.
3. The Society hereby covenants with the Assignor that the Society shall from time to time pay to the Assignor such sums of money out of the monies collected by the Society in respect to the exercise of the rights assigned to the Society in the works of its members as the Assignor shall be entitled to receive in accordance with the rules of the society for the time being in force.
4. The Assignor do hereby covenants with the Society that the Assignor has good right and full power to assign the rights assigned in manner aforesaid to the Society, and 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 infringe the copyright in any other work, and that the Assignor will at all times hereafter keep the Society harmless and indemnified against all loss, damage, costs, charges, and expenses which the Society may suffer or incur in respect of or as a result of any exercise by the Society of any of the rights which are hereby assigned or purported to be assigned, and that the Assignor shall and will so long as the Assignor shall continue to be a member of the Society do, execute, and make all such as, deeds, powers of the Attorney, assigned or any part thereof as the Society may from time to time reasonably require.