

## PUBLISHER DEED OF ASSIGNMENT

THIS AGREEMENT is made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_

### **BY AND BETWEEN**

Association of Creators and Publishers of Sri Lanka (ACPOSL)  
(A Collective Management Organization (CMO) operating in accordance with the Intellectual Property Act No. 36 of 2003 with its principal office at 115, Nawaloka New Building, Sir James Peris Mawatha, Co 2 Sri Lanka. Tel +94112305070 info@acposl.lk  
(hereinafter referred to as “ACPOSL”)

### **AND**

[Publisher’s Full Legal Name],  
A music publishing entity, having its registered office at [Publisher’s Address],  
(hereinafter referred to as “the Publisher”)

### **1. Definitions and Interpretation**

For the purposes of this Agreement, unless the context otherwise requires:

“**Publisher**” means a person or entity that owns or controls copyright in a musical work by assignment or exclusive grant.

“**Administrator**” means a person or entity appointed solely to administer publishing rights without ownership of copyright.

References to the “Publisher” in this Agreement shall be construed accordingly.

### **2. Purpose and Works Covered**

The purpose of this Agreement is to authorize ACPOSL to manage the rights in musical works administered by the Publisher for collective licensing and royalty distribution in accordance with Sri Lankan Intellectual property law and international conventions. It applies to all musical works currently administered by the Publisher in which any ACPOSL member holds an interest, as well as works acquired or administered during the term of this Agreement.

For the avoidance of doubt, this Agreement applies only to works in which ACPOSL has received a valid mandate from at least one interested rightsholder

## **2.1 Capacity of the Publisher**

For the avoidance of doubt, where a party administers publishing rights without ownership or assignment of copyright in the Works, such party shall be recognized under this Agreement only as a publishing administrator and not as a publisher for distribution purposes. In such cases, royalties shall be allocated to the relevant rights owner in accordance with declared ownership shares and ACPOSL Distribution Rules.

## **3. Grant of Rights**

### **3.1 Public Performance Rights (Mandatory)**

The Publisher hereby appoints ACPOSL as its exclusive collective licensing and collection agent in Sri Lanka for public performance and communication to the public of the Works, within the collective management framework and subject to applicable law.

### **3.2 Mechanical Rights (Optional, by Mandate)**

Mechanical reproduction rights shall be administered by ACPOSL only where expressly mandated in writing by the Publisher, on a non-exclusive administrative basis.

### **3.3 Synchronization Rights (Excluded from Collective Licensing)**

Nothing in this Agreement authorises ACPOSL to license synchronization rights. Synchronization licences require case-by-case written approval of the Publisher. ACPOSL may act only as a facilitating or invoicing agent, where requested.

## **4. Territory and Exclusivity**

ACPOSL's authority is limited to the territory of Sri Lanka. Any administration of rights outside Sri Lanka shall be subject solely to reciprocal agreements between ACPOSL and foreign collective management organizations and does not create any direct mandate outside Sri Lanka.

## **5. Term and Termination**

This Agreement shall be valid for an initial term of (24) months from the Effective Date and shall automatically renew annually unless terminated by either party with three (3) months' written notice. Termination shall not affect ACPOSL's right to collect royalties accrued prior to termination.

### **5A. Reversion of Rights**

If ACPOSL fails to license or generate royalties for a work for a continuous period of 24 months, the Publisher may request in writing that such work be removed from ACPOSL administration, with rights reverting upon written confirmation.

Such reversion shall not affect royalties accrued or collected prior to the effective date of reversion

## **6. Obligations**

### **6.A Obligations of ACPOSL**

To maintain records in accordance with International best practice.

- a. To collect royalties from users of music (e.g. broadcasters, digital platforms, venues).
- b. To distribute royalties to the Publisher as per distribution policies approved by the ACPOSL board. Such policies shall be objective, non-discriminatory, published, and applied uniformly in accordance with ACPOSL Distribution Rules
- c. To maintain transparent accounting and provide regular royalty statements.

### **6.B Obligations of the Publisher**

To comply with data submission formats and timelines communicated by ACPOSL.

- a. To provide accurate and complete metadata and ownership information for all works registered.
- b. To update ACPOSL on any change of ownership or sub-publishing agreements.
- c. To not authorize conflicting licenses in Sri Lanka for the rights granted to ACPOSL.
- d. Where the Publisher claims ownership of one hundred percent (100%) of the performing right in any Work, the Publisher shall provide ACPOSL with written documentary evidence of such ownership, including but not limited to copyright assignment agreements or work-for-hire contracts permitted under applicable law.

Upon verification and registration of such ownership, ACPOSL shall distribute performing royalties for the relevant Work in accordance with the declared ownership shares, including payment of up to one hundred percent (100%) to the Publisher.

The Publisher warrants that any authors or composers have been lawfully compensated and/or have waived or assigned their economic rights to the extent permitted by law, and shall fully indemnify ACPOSL against any claims arising herefrom

#### **e. Administrator Disclosure**

Where the Publisher acts solely in an administrative capacity without ownership or assignment of copyright, the Publisher shall disclose such status in writing and provide the relevant administration agreement. ACPOSL shall recognise such party only as an administrator and not as a publisher for distribution purposes.

## **6.C Audit and Transparency**

The Publisher shall have the right, once per calendar year, to appoint an independent auditor at its own cost to inspect the relevant financial and registration records maintained by ACPOSL in relation to this Agreement. ACPOSL shall cooperate reasonably and provide timely access to such records.

## **7. Collection and Royalty Distribution**

ACPOSL shall deduct an administrative fee in accordance with its Board-approved budgets and published tariff and distribution rules.

Any reserves retained shall be temporary, justified, and fully reconciled in accordance with ACPOSL's Distribution Rules.

### **7.A. Royalty splits**

Royalty splits shall follow the ownership shares declared by the Publisher and writers and shall be applied in accordance with ACPOSL Distribution Rules. The Publisher's share shall be calculated net of ACPOSL's administrative deductions and any applicable third-party deductions including foreign CMOs or sub-publishers. All reserves shall be temporary, justified, transparently reported, and fully reconciled within a reasonable period.

### **7B. Reporting and Payment Schedule**

ACPOSL may retain a reasonable temporary reserve against returns or adjustments, in accordance with its Distribution Rules, with full reconciliation provided annually.

## **8. Warranties and Indemnity**

The Publisher warrants that it has full authority to grant the rights contained herein, that the works are original, and that no conflicting licenses have been granted in Sri Lanka. The Publisher shall indemnify ACPOSL against claims arising from breach of these warranties.

## **9. Dispute Resolution**

Any dispute, controversy, or claim arising out of or relating to this Agreement, including its interpretation, performance, or termination, shall first be referred to mediation in Colombo, Sri Lanka. The mediation shall be conducted in good faith and facilitated by a mutually agreed mediator, preferably with expertise in copyright or intellectual property law.

If the dispute remains unresolved within thirty (30) days of the commencement of mediation, it shall be referred to arbitration in accordance with the Arbitration Act No. 11 of 1995 of Sri Lanka. The arbitration shall be conducted in Colombo, in English, by a sole arbitrator appointed by mutual agreement or, failing such agreement, by the Director-General of the National Intellectual Property

Office (NIPO) of Sri Lanka, if applicable and permissible under the Intellectual Property Act No. 36 of 2003.

The decision of the arbitrator shall be final and binding on the parties. Nothing in this clause shall prevent either party from seeking interim relief from a competent court in Sri Lanka.

Where appropriate, the parties may also consider expert determination or internal grievance mechanisms administered by the relevant Collective Management Organization (CMO), provided such mechanisms are recognized by NIPO or consistent with its guidelines.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka, including but not limited to:

- The Companies Act No. 07 of 2007,
- The Intellectual Property Act No. 36 of 2003,
- All applicable regulations, rules, and amendments made thereunder.

The parties acknowledge that any interpretation or enforcement of this Agreement shall be subject to the prevailing legal framework in Sri Lanka, including relevant judicial precedents and administrative guidelines issued by the National Intellectual Property Office (NIPO).

## **11. Execution**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

## **12. Confidentiality**

Both parties agree to keep confidential all royalty data, financial reports, and unpublished works, except as required by law or authorized in writing.

**13.** For the avoidance of doubt, ACPOSL acts as a collective administrator and licensing agent and does not acquire ownership of copyright

## **14. Force Majeure**

Neither party shall be liable for delays or failures caused by events beyond reasonable control, such as natural disasters, war, or government restrictions.

**SIGNED, SEALED AND DELIVERED**

**By the above-named Publisher**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**In the presence of**

**Witness Name:** \_\_\_\_\_ **Witness Name:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Occupation:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_

**THE COMMON SEAL OF  
Association of Creators and Publishers of Sri Lanka (ACPOSL)**  
was hereunto affixed in the presence of:

Signature: \_\_\_\_\_  
**Director – ACPOSL**

Signature: \_\_\_\_\_  
**Director – ACPOSL**

Signature: \_\_\_\_\_  
**CEO & Director – ACPOSL**

## Attachments

Annex A: List of Works

Annex B: Metadata and Ownership Details Form

Annex C: ACPOSL Distribution Rules (as referenced)