

MAURITIUS SOCIETY OF AUTHORS (MASA)

RULES 2018

Section 1 – MEMBERSHIP RULES

1.1. For the purpose of the present Rules:

“Associate Member” as defined in the Statutes.

“Board” means the Board of the Mauritius Society of Authors.

“CISAC” means International Confederation of Societies of Authors and Composers.

“CMO” means Collective Management Organization.

“Depositor” as defined in the Statutes.

“Director” means the Director of MASA.

“IFRRO” means International Federation of Reproduction Rights Organization.

“Exclusive Licensee” means a person or a company holding an approved authorization to conduct or represent any business in relation to works in Mauritius.

“Mauritius” means territory of the Republic of Mauritius as per Constitution.

“MASA” means Mauritius Society of Authors.

“Member” as defined in the Statutes.

“Publisher” means a person or a company whose business is making works available to the public in Mauritius.

“RRO” means Reproduction Rights Organization.

“Statutes” mean the Statutes of the Mauritius Society of Authors.

“Work” means a production in the musical, artistic, literary, dramatic, audio-visual, visual art, photographic, lecture and computer programs.

1.2. Requirements and Conditions for Membership

1.2.1. MASA shall accept as Members and Associate Members:

- a. Authors/Composers/Arrangers/Publishers/Writers/Playwrights/ Visual Artists and Copyright Owners and Related Right owners who are Citizens of Mauritius or Resident of Mauritius for a period of more than one year.
- b. Publishers having invested in Mauritius provided that one Publisher only in a publishing company shall be eligible for membership.
- c. Exclusive Licensees *and Performers*.

1.2.2. Membership is applicable for Publishers who have published at least 5 Artistic Scientific and Literary works.

1.2.3. Membership is applicable for Licensees having exclusive representations on at least five works for a period of ten years in Mauritius.

1.2.4. Applicants should have completed the application forms, submit relevant proofs of their works, supporting legal documents and agreements.

1.2.5. Applicants are deemed to produce adequate documents for objective and lawful mediation.

1.2.6. A Member, Associate Member or Depositor shall mandate MASA in writing which mandate shall include the assignments or transfer of the rights to MASA for a determined period. MASA shall administer the rights of Authors, other copyright owners or exclusive licensees registered with the Society and henceforth mandate it with such administration.

1.2.7. Membership of an Associate Member shall be valid for all countries in which the Associate Member may enjoy copyright at the time when the mandates are granted.

1.2.8. Membership may apply :

- a. In the case of Authors, to all works that have been or may in the future be created by them.
- b. In the case of Publishers, to all works on which they have acquired copyright.
- c. In the case of Heirs or their legal representatives, to the copyright which have been transferred to them.

1.3. Classes of Membership

The classes of membership shall be: (i) Depositor, (ii) Associate Member and; (iii) Member.

1.4. Dormant Members

Members and Associate Members who have not received any payment of royalties from MASA for five consecutive years shall be declared as Dormant by the Board upon the recommendation of the Director.

1.5. Approval of Membership

1.5.1. Membership shall commence on the 1st day of the month following decision of the Board to accept him/her as member or associate member.

1.5.2. Membership shall be approved or rejected by the Board within a period of three months upon recommendation of the Director under requirements at Section 1 of the present Rules.

1.5.3. Access to the status of member shall be approved or rejected by the Board within three months upon recommendation of the Director under requirements at Section 1 of the present Rules.

1.6. Membership Fees

The Board may determine a membership fee to be paid at the time of application.

1.7. Transfer of Membership to Affiliated CMOs

1.7.1. Depositors, Associate Members and Members may opt to transfer their membership completely or partly from MASA to any CISAC or IFRRO affiliated CMO or RRO of their choice.

1.7.2. Application for complete or part transfer of membership should be submitted in writing to MASA with clear information on the name of the new CMO or RRO and the territory being mandated for management of rights.

1.7.3. Application for transfer should be approved by the Board. Application may be rejected or deferred in case of any outstanding obligations of the applicant with MASA.

1.8. Take Over of Publishers

On the take-over of a publishing company, membership shall be passed on to the transferee provided that the requirements for membership are fulfilled.

1.9. Termination of Membership

1.9.1. Membership shall cease by winding up of business, disposal of interest, resignation, complete transfer of membership, death and in case of gross misconduct and after disciplinary proceedings after settlement of all encumbrances and dues. Termination of membership should be approved by the Board.

1.9.2. Notice should be submitted to MASA in writing for winding up of business and disposal of interest.

1.9.3. Notice of resignation should be submitted in writing at least three months at the registered Office of MASA. Materials deposited on file prior to resignation shall be kept by MASA.

1.9.4. The Board may decide on the cancellation of membership in case of gross misconduct following disciplinary proceedings as provided in the Disciplinary Rules.

1.10. Equal Treatment

MASA shall observe the principle of equal treatment in dealing with members and associate members.

1.11. Amendments

The Board may amend the present Rules as and when required.

Section 2 – DISTRIBUTION RULES

2.1. For the purpose of this Rule:

“Beneficiary” means any person who has been paid royalties for a distribution exercise.

“Board” means the Board of the Mauritius Society of Authors.

“CISAC Obligations” mean rules set out by the International Confederation of Societies of Authors and Composers for management of rights.

“CMO” means Collective Management Organizations.

“Cue Sheets” mean the returns or reports on works submitted by users for TV broadcasts.

“Disciplinary Committee” means a hearing committee as set up by the Board

“Grievance” means a matter adversely affecting or likely to affect the Society or one of its Officers

“IPI” means Interested Parties Index.

“Log Sheets” mean the returns or reports with details on the works submitted by users.

“Media” means any mode of communication including local radios, TV, newspapers and web social networks.

“MRA” means the Mauritius Revenue Authority.

“MASA” mean the Mauritius Society of Authors.

“Officer” means an employee of the MASA including the Director

“Sister Societies” mean Collective Management Organizations affiliated with CISAC with which MASA has entered into a reciprocal agreement.

“Unidentified Works” mean works for which information either on the work itself or on its owner(s) are not available in the database of MASA.

“Users” mean holders of a license from MASA for the use of protected works.

“Works” mean any productions in the artistic field which MASA has been assigned to manage.

“Works in Public Domain” mean works whose protection has lapsed due to the expiration of the duration for protection as per the Copyright Act in force.

2.2. CISAC Obligations

Distribution exercises of MASA shall comply with the CISAC obligations.

2.3. Deductions

2.3.1. MASA shall deduct the prescribed amount for the MRA in line with provision of prevailing legislation from the distributable revenue payable to beneficiaries.

2.3.2. MASA shall deduct from the royalties collected any due amount required for covering its administrative costs. All percentage for deduction shall be decided by the Board in line with the international practice

2.3.3. MASA shall further deduct for Social Welfare Fund 10 % from the remaining royalties collected after the deduction of administrative costs. Out of these 10 %, MASA shall deduct:

- a. An amount for the Provident and Benevolent Fund for Authors and Publishers who are members of MASA which shall not exceed two third of the amount.
- b. An amount for the promotion of cultural activities which shall not exceed one third of the amount.

2.3.4. Together, these two amounts shall not exceed 10 % of the royalties after deduction of the administrative costs.

2.4. Allocation of Shares

Unless defined by agreement between parties, MASA shall allocate shares as follows:

Author	25 %
Composer	25 %
Music Arranger	16.6%
Publisher	33.4%

2.5. Reserves

The percentage to be deducted as reserves on the distributable amount for any future claim shall be determined by the Board.

2.6. Distribution Methods

2.6.1. Distribution exercises should be worked out by using the computer software as approved by the Board. Data captured for distribution exercises should be based strictly on information submitted in log or cue sheets by users.

2.6.2. Where distribution exercise cannot be carried out due to non-availability of log or cue sheets, MASA may have recourse to sampling methods. In such cases, the sampling method may vary depending on the types of distribution exercises and shall be approved by the Board.

2.7. Calendar for Distribution Exercises

The calendar for distribution exercises with the different categories of distributions shall be approved by the Board and published in such manner as the Board may decide. Distribution exercise shall be processed as quickly as possible. All payments shall be effected at least once a year.

2.8. Interest in Bank

The Board shall approve the manner by which sums accumulated as interests in bank accounts be distributed or be used for the interest of members of MASA.

2.9. Royalties Received from Sister Societies

Royalties received from Sister Societies shall be distributed to local beneficiaries within a reasonable delay. Unless otherwise provided in the contract with any Sister Society concerned, the percentage deducted shall be the same for authors and publishers of MASA as for the Sister Society.

2.10. Adjustments

Upon written notice from beneficiaries or Sister Societies of an erroneous distribution payment within three years of the date of the distribution exercise, MASA shall make necessary adjustments during one of its other distribution exercises.

2.11. Recovery of royalties

MASA may recover from any beneficiary any sums paid in error or inappropriate information by deducting such sums from any amount distributable to such beneficiary.

2.12. Unidentified Works

2.12.1. MASA may defer the payments of share of royalties that cannot be precisely determined because data concerning the authors or publishers and copyright owners of a work is lacking or incomplete.

2.12.2. Once parties and share details have been identified, payments shall be effected during one of the other distribution exercises.

2.12.3. MASA shall use all possible means to identify all works appearing in its distribution exercise analysis. MASA shall endeavour to settle cases by making further inquiries.

- a. If the inquiries remain unanswered and, so no rights holders are identified, these uses cannot be distributed due to insufficient documentation. The shares are placed in a Special file linked with the specific distribution, and is published on the Society's Website accessible to its members and Sisters Societies.
- b. Members and affiliated societies have 3 years from the date of the original distribution to claim, by providing accurate documentation to the Society and if during this process rights holder is identified the royalty for the undistributed share is paid to in the next distribution.

All undistributed shares that cannot be distributed after 36 months will be allocated to the specific distribution and paid as part of the next distribution.

2.13. Works in Public Domain

Royalties for local works falling in the public domain shall be credited to a special fund. Royalties for foreign works which are already documented in the international IPI system shall be transmitted to the CMO of the country of origin of the works. Otherwise, sums shall be credited into a special fund and may be disposed by MASA as it may deem fit and proper.

2.14. Complaints Procedure

2.14.1. All complaints should be addressed to MASA in writing with clear information, name and relevant contact details. MASA shall not investigate into anonymous complaints.

2.14.2. Complaints shall be acknowledged within three working days. Response to complaints shall be in writing at least fifteen working days of the acknowledgement receipt. In case additional time may be needed for further verifications, reply shall be addressed to complainant as soon as practicable.

2.14.3. In case of non-satisfaction of the explanations by MASA, complainant shall have thirty days to request that the matter be referred to the Independent Panel as set up by the Board.

2.15. Withholding of Payments

Where MASA is notified of any dispute between its members or any member of its Sister Societies on the shares to be allocated, the Board may decide to withhold payments until the dispute is settled between parties or resolved by the Independent Panel as set up by the Board or by Court resolutions.

2.16. Distribution for Recorded Music

Royalties for Recorded Music are collected from hotels, restaurants, shops, shopping centers, night clubs, mobile disc-jockeys and other places. Distribution of royalties shall be worked out by using log and cue sheets from users. In case of non-availability of log and cue sheets from users, sampling method may be applied as directed by the Board.

2.17. Distribution for Radio Broadcasts

Royalties for Radio Broadcasts are collected from local radio stations. Distribution of royalties shall be worked out by using log sheets submitted by users.

2.18. Distribution for TV Broadcasts

Royalties for TV Broadcasts are collected from local TV stations. Distribution of royalties shall be worked out by using cue sheets submitted by users.

2.19. Distribution for Communication to the Public

Royalties for Communication to the Public are collected from airline companies, fairs, meetings. Distribution of royalties shall be worked out by using log sheets submitted by users.

2.20. Distribution for Live Performances

Royalties for Live Performances are collected from hotels, pubs, restaurants, concerts, amongst others where live music is being played. Distribution of royalties shall be worked out by using log sheets submitted by users.

2.21. Distribution for Online Use

Royalties for Online Use are collected for streaming services, music and video on internet, video on demand, post casts, amongst others. Distribution of royalties shall be worked out by using log and cue sheets submitted by users. The number of accesses shall also be used for the calculation of payments.

2.22. Distribution for Mechanical Rights

Royalties for Mechanical Rights are collected from sales of holograms, reproduction of phonograms, and conversion of works from its original format to other digital formats for communication to the public or radio broadcasts and other forms of broadcasts and digital delivery. Distribution of royalties shall be worked out by using invoices for purchase of holograms and log and cue sheets submitted by users as appropriate.

2.23. Distribution for Digital Services

Royalties for Digital Services are collected from service providers for ringtones, caller tunes, fun tones and any music download services. Distribution of royalties shall be worked out by using reports submitted by the service providers and the total sales value of the downloaded works.

2.24. Distribution for Advertising

Royalties for Advertising are collected from advertising agencies. Distribution of royalties shall be worked out by using log sheets submitted by users.

2.25. Distribution Details

At each distribution exercise, MASA shall provide beneficiaries of royalties with details of all payments being effected. A statement of Account shall also be provided.

2.26. Amendments

The Board may amend the present Rules, as and when required.

2.27. Miscellaneous

The Board shall decide on the manner to deal with any matter pertaining to distribution of royalties for local and foreign works which is not mentioned in the present Rules.

Section 3 – RULES FOR DISCIPLINARY PROCEEDINGS AGAINST MEMBERS

3.1. Procedure in case of grievances and complaints

- 3.1.1. Grievances and complaints against Members for any act of alleged misconduct shall be reported in writing to the Board.
- 3.1.2. The Board on the date of receipt of the grievance or complaint shall have ten working days to notify to the member the charges levelled against him. Charges may be drafted by the legal advisers of the Society.
- 3.1.3. The Member shall, from the date of receipt of the notice from the Society, have ten working days to the charges levelled against him.
- 3.1.4. The Board, after consideration of the explanations given by the Member, shall communicate its decision to him within a reasonable delay.
- 3.1.5. In case of a Disciplinary Committee, the Member should be notified by registered post ten days before the date of meeting.
- 3.1.6. The conclusions of the Disciplinary Committee shall be communicated to the Member within ten days after ratification by the Board.
- 3.1.7. The Member shall have ten working days to appeal against the decision of the Board.

3.2. Disciplinary Committee

- 3.2.1. The composition of the Disciplinary Committee shall be approved by the Board as and when required depending on the nature of the grievance and complaint.
- 3.2.2. The Disciplinary Committee shall not be composed of Board and Committee Members as appointed by the Board.
- 3.2.3. Where witnesses are being examined by the Disciplinary Committee, the Member shall have the opportunity of being present and putting questions to the witnesses.
- 3.2.4. The Committee shall not recommend any sanction following its hearings. Conclusions should be submitted to the Board for decisions.
- 3.2.5. Members of the Disciplinary Committee shall be paid such allowance as may be decided by the Board.

3.3. Powers and duties of the Disciplinary Committee

The Disciplinary Committee shall:

- (1) Have the powers to conduct hearing into formal charges of misconduct, requests for reinstatement or readmissions.
- (2) Submit to the Board written findings of fact, conclusions of law, and recommendations together with the record of the hearing.

3.4. Cases of Gross Misconduct

3.4.1. Where a Member of the Society has made unfounded statements to Medias against the Society or has made malicious or unfounded allegations of a serious nature against another Member or Officers of the Society.

3.4.2. Where a Member of the Society makes use of harassment – sexually or otherwise, assault, verbally abuse, swear at or insult, express intention to harm, bully or use threatening behaviour, use aggressive gesture indicating intimidation, contempt or disdain by words or act against Officers.

3.4.3. Where the Board has reason to believe that a criminal offence in relation to Copyright matters may have been committed by a Member, the Board may decide to refer the matter to the Police.

3.4.4. Where a Member makes use of abusive language and aggressive gesture indicating intimidation in public or during meetings against Members of the Board including the Chairperson as well as Members appointed to Committees set up by the Board or has physically assaulted any of the above.

3.5. Equal Treatment

MASA shall observe the principle of equal treatment in dealing with grievances and complaints against members.

3.6. Amendments

The Board may amend the present Rules from time to time as required.

Section 4 - CUSTOMER CHARTER

4.1. MASA shall treat Members, users and other stakeholders with respect and courtesy.

4.2. MASA shall treat Members, users and other stakeholders fairly and impartially.

4.3. MASA shall provide Members, users and other stakeholders with clear information as and when required.

4.4. MASA is committed to treat information on Members, users and stakeholders in confidentiality in provision of the prevailing Data Protection Act.

4.5. Complaints from Members, users and other stakeholders shall be addressed to MASA in writing.

4.6. MASA shall acknowledge receipt of complaints within 36 hours.

4.7. MASA shall reply to complaints addressed to Members, users and other stakeholders in writing as soon as possible.

4.8. MASA shall undertake to answer to phone calls promptly.

4.9. MASA shall undertake to address replies to queries in simple language.

4.10. MASA shall undertake to deliver authorizations and holograms as per provisions of existing procedures.

4.11. Employees of MASA are trained to provide assistance to Members, users and other stakeholders as per the objectives of the Society.

Section 5 – CODE OF ETHICS AND CONDUCT OF EMPLOYEES

5.1. Introduction

This Code of Ethics and Conduct sets out the Mauritius Society of Authors (MASA) policies for its employees. MASA is committed to a quality business and reputation that values integrity, respect and truthfulness, and a strong commitment to the highest ethical standards. MASA employees must be familiar with this Code and strictly adhere to its guidelines.

5.2. Compliance with Applicable Laws and Regulations

5.2.1. MASA must strictly comply with provisions of the Copyright Act and other related legislations.

5.2.2. Employees must comply with and implement decisions and recommendations of the Board.

5.3. Conflicts of Interest

5.3.1. Employees have a duty to disclose promptly, fully and in writing, any situation of conflict of interests and the nature of such interests.

5.3.2. Where an employee or his/her relative or his/her associate has a personal interest in a decision, the employee shall not take part in the proceedings or vote or intervene in any manner whatsoever relating to such decision.

5.4. Discrimination and Harassment

MASA prohibits discrimination and harassment in any form described by Law. Any act of discrimination and harassment should be reported to the Director or the Board.

5.5. Workplace Violence

MASA does not tolerate workplace violence from whomsoever including threats, threatening behaviour, intimidation, assaults or similar conduct. Any act of violence should be reported to the Director or the Board.

5.6. Books and Records

5.6.1. Employees must act in good faith, and must not misrepresent material facts in MASA's books and records or in any internal or external correspondences, memorandums, or communication of any type, including telephone, fax or electronic communications.

5.6.2. All MASA data, funds, assets, liabilities and receipts must be properly recorded according to normal accounting computing standards.

5.6.3. MASA shall maintain documents in accordance with all applicable laws and regulations.

5.6.4. MASA employees have the duty to cooperate fully with internal and external auditors.

5.7. Use of MASA Resources

5.7.1. Employees must use Internet, send and receive electronic mail for MASA business purposes only.

5.7.2. MASA electronic mail system is an official resource and as such personal use is not authorized.

5.7.3. All equipment and supplies purchased in course of business of MASA remains the sole property of MASA.

5.7.4. Employees should not use MASA resources or assets for purposes other than MASA activities.

5.7.5. Under termination of employment contract, employees shall return immediately all documents and equipment belonging to MASA.

5.8. Privacy and Confidentiality

5.8.1. Employees must not disclose confidential information regarding MASA and its stakeholders pursuant to the provisions of the Data Protection Act.

5.8.2. Only authorized employees shall have access to confidential information to conduct the business of MASA and they must take necessary steps to keep information private and confidential.

5.8.3. Employees shall continue to observe this clause after they leave the service.

5.8.4. Employment and medical records of employees are private and confidential and should not be disclosed.

5.8.5. Employees must take reasonable care not to disclose confidential information, or acquire unauthorized information over the Internet.

5.9. Internal Procedures

Employees shall abide by the internal procedures of MASA.

5.10. Gross Misconduct/Poor Performance

Any case of gross misconduct and poor performance will be referred to a Disciplinary Committee chaired by an independent body and proceedings will be carried out pursuant to existing legislations.

5.11. Movement of Employees

Should an Employee receive such authorisation to leave MASA premises during office hours the latter must make the proper entry in the movement book.

5.12. Reporting Actual or Suspected Breach of the Code

5.12.1. Employees have the duty to report any breach of this Code to the Director or the Board. Reasonable measures will be taken to preserve confidentiality of the identity of anyone who reports a suspected breach.

5.12.2. Complaints and reports will be investigated. Employees are expected to cooperate in investigation.

5.13. Breach of the Code

Breach of this Code will lead to disciplinary actions.

DATE:.....

APPENDICES

APPENDIX 1

Acknowledgement Form for MASA Code of Ethics and Conduct for Employees

By signing this document, I acknowledge having read and understood the MASA Code of Ethics and Conduct for Employees and that I shall abide by it.

Date:

APPENDIX 2 – APPLICATION FORMS

3.1. Application for Membership

3.2. Declaration of Works Forms (Musical)

3.3 Declaration of Works Form (Literary)

**3.3. Declaration of Works Form – Film/ Documentary/ Dramatic (Comedy & Sketch)/
LIPDUB/ Video Clip**