

To,

[Insert Member Name]

[Insert member address]

[Insert Member IPRS ID no.]

Subject: IPRS release letter

Dear Member,

As you know the Copyright Act, 1957 was amended in 2012. These changes to the copyright law were intended to help protect Authors and Music Composers from unfair contracts and to guarantee them equal share of royalty even if they had assigned their copyrights in works created by them.

You also know that Authors/Music Composers sign the standard assignment agreements with IPRS, your Copyright Society, in relation to your past, present and future copyrights.

The 2012 changes to the copyright law have meant that if any contract signed by an author/composer in favour of a Film Producer/music label after they had signed the assignment contract with a copyright society like IPRS was contradictory to the IPRS contract, the contract with the film producer/music label would be held to be VOID by the law. Thus, the contract with IPRS takes precedence in order to protect the interest of the author/composer.

Under Section 34 of the Copyright Act, 1957 members of IPRS can withdraw works from the scope of the IPRS copyright assignment. However, the right to equal share of royalty cannot be withdrawn on a piecemeal basis from IPRS by its author/ composer members. Author/Composer members of IPRS must mandate IPRS to collect the statutory share of royalty on their behalf for all their works. This is because the law mandates that only a registered copyright society like IPRS will collect the author's royalty on behalf of its author/composer members, apart from the author or his/her legal heir.

In order that the day-to day interests of authors/ composer members of IPRS is not adversely affected, IPRS has now approved the enclosed format of a release letter which IPRS will grant on receipt of and subject to an appropriate copyright assignment withdrawal letter from an author/composer member of IPRS in respect of future works which such members may create.

IPRS has also noted that various author/ composer members are being compelled to execute multiple Agreements by certain Film Producers aimed at ensuring the author/composer does not receive royalties from various platforms including digital, television etc.

In view of the above, please note the following:

- 1. Release letters other than the template approved by IPRS will not be endorsed by IPRS, these will be rejected;**
- 2. The copyright assignment release by IPRS, as (prior) assignee of the author/composer member, will be strictly conditioned on & subject to the understanding and acceptance that**

IPRS will continue to collect (during the term of membership) of the author/composer member's share of royalty notwithstanding the withdrawal of copyright assignment in a given work by such member;

- 3. Withdrawal of copyright assignments will be required to identify specific works for Films/ albums. A non-specific or general withdrawal will not be endorsed or allowed by IPRS.**
- 4. Withdrawal letters obstructing the ability to the author/composer members to collect his/her share of royalty via IPRS will not be endorsed by IPRS.**

The above is to ensure that IPRS partners with industry in the creation and monetization of copyright and to ensure that the interests of its vulnerable author/ composer members is protected as per law.

If you require any assistance or any clarification, please reach out to your IPRS representation **[insert name of IPRS officer]** at **[insert contact details]** during business hours on any week day.

Regards,

Authorised Signatory
Indian Performing Right Society Limited

Encl: Standard IPRS Release letter