



MEMBERSHIP / AUTHORISATION FORM

Name - Producer / Owner (Principal) (First Part): _____

Name of the Company / Firm / Banner (Principal): _____

Address: _____

Contact No(s): _____

Email: _____

For collection and distribution of royalty from India & Overseas by CINEFIL (Second Part) as an authorised Agent on behalf of the Principal, for issuing and granting further the Cinematograph Film Performance license , in connection to **Cinematograph Film (VIDEO) Performance rights for BTL - (Below the Line) only** for Cinematograph Film work mentioned herein-below read with Document A. Please note, **NO other rights viz: Theatrical, terrestrial, Satellite, video, cable, digital or internet or any other standalone rights are with CINEFIL.**

Cinematograph Film - *Feature Film or Short Film or Documentary Film or Music Album AV.*



Title of Cinematograph Film(s)	Star Cast	Year	Language

(Please attach a separate sheet, if space provided is insufficient). If any further details and / or documents required, other than furnished with Membership Form , CINEFIL will revert accordingly.

Name: _____

Signature _____

Date & Place: _____

Document A :

1. As per authorisation form submitted herein , I/we, (first part) (Principal) authorise CINEFIL, a Copyright Administration Company as an authorised agent for further issuing and granting the Cinematograph Film Performance License for VIDEO (referred herein as "CPL") and and I/we assignor / owner (Principal), hereby duly authorise CINEFIL (Authorise Agent) by these presents (hereinafter referred as "this document) the "Cinematograph Film (VIDEO) Performance right" for BTL - (Below the Line) **ONLY and NO other rights viz: Theatrical, terrestrial, Satellite, video, cable, digital or internet or any other standalone rights have been authorise to CINEFIL.**
 2. BTL (Below the Line) Royalty collections in India or in Overseas in respect to Cinematograph Film (VIDEO) Performance license on communication to public right primarily covers *Hotels, restaurants, clubs, exhibition / event venues, lounges , premium housing societies , tourist transport operators , public park authorities, malls, shopping centres, resorts, stadiums, hospitals etc and / or such similar avenues in respect to communication to public.*
 3. CINEFIL (second part) (Agent) shall carry the business of collection and distribution of Royalties as authorised Agents of the Principal from India and Overseas for Cinematographic Film Work being the Category of work as defined under Section 2(y)(ii), Section 2(f) and 13(1)(b) read with "communication to public" as interpreted u/s 2(ff) of Copyright Act 1957.
 4. Required details of "Cinematograph Film Work(s)" mentioned in the membership / authorisation form and this document is for collection and distribution of royalties from India and Overseas as territorial extent for the party of the second part alone / exclusive for further issuance / grant of Cinematograph Film performance license to the licensees while acting as an authorised Agent of the First Part till the Copyright term exist in respect to "communication to public" of Cinematograph Film work pursuant to Section 30, 30A and with other relevant provisions of Copyright Act 1957 read with Copyright Rules 2013 with amendment and / or modification thereof, as the case may be.
 5. Requisite application has also been filed with the Central Government on 14th November 2018 by CINEFIL u/s 33 of Copyright Act 1957 for registration as Copyright society. Once CINEFIL receives the approval u/s 33 of Copyright Act 1957, a fresh agreement will be entered into between both the parties to replace the present one. However, any current collection and distribution of royalties by CINEFIL acting as an authorised Agent, from India or Overseas u/s 30 of the Copyright Act 1957 for further issuance /grant of Cinematograph Film Performance license shall be subject to approval of the Board of Directors of CINEFIL as per the provisions of the Copyright Act 1957 read with Copyright Rules 2013, with amendment thereof.
 6. Party of the first part (principal) authorises the party of the second part (authorised Agent) to collect royalty on its behalf and also to issue / grant Cinematograph Performance License further while acting as an authorised Agent, subject to GST / TDS , as applicable on proportionate sharing basis between Producer and other owner , as the case may be, pursuant to Copyright Act 1957 and share of royalties shall be duly approved by the Royalty Distribution Committee / Governing body of the second part and finally ratified by Board of Directors of the second part, subject to applicable Copyright provisions and Rules with other relevant statutes. CINEFIL (authorised Agent) hereby states that the Cinematograph Performance License shall be issued / granted on the names of all the Principals and / or on behalf of all the principals of the authorised Agent , as the case may be and that the factum of Principal-Agent relationship will be disclosed to the licensee.
 7. Party of the first Part is free to enter into this document and is not subject to any conflicting obligations or any disability which will or might interfere with the execution and performance as deemed proper for the purpose of collection / distribution of royalties and issuance / grant of Cinematograph performance license to the licensees with enforcement thereto and further party of the first part agrees that Section 19(4) of Copyright Act 1957 is neither operative nor applicable.
 8. This document supersedes and / or cancels all prior agreements, arrangements or understandings whether written or oral between the Parties hereto and the party of the first Part hereby agrees to execute and deliver the required documents , if necessitated that may reasonably deem necessary to effectuate the intent of this document and to perfect the rights authorise / granted herein.
 9. It is clarified that CINEFIL (Second Part) is acting solely in the capacity of an authorised Agent of the party to the First Part.
 10. Both the parties have the right to terminate this document on any material breach of contract by giving not less than 90 days notice in writing to each other, as the case may be and any compensation arising thereof to be squared off mutually subject to satisfaction of both the parties.
 11. This document shall be governed by and construed in accordance with the Laws of India and the competent jurisdiction shall be the courts of New Delhi.
- I/ We solemnly declare that the information furnished herein above is correct to the best of my /our knowledge and will abide with Copyright Act 1957 read with Copyright Rule 2013 with any amendment thereof.

First Part (Principal)

Second Part – CINEFIL (Authorised Agent)