

THE REPUBLIC OF TRINIDAD & TOBAGO



The Trinidad and Tobago Copyright Collection Organisation (T.T.C.O.)

BY-LAWS / INCORPORATION

**Suite 9~10 Cruise Ship
Complex,**

Dock Road, Port of Spain

Website: www.ttco.org.tt

Minutes of a Special Meeting held by the Trinidad & Tobago Copyright Collection Organisation (TTCO) on Wednesday 4th January 2017 at the Cruise-ship Meeting Hall, Dock Road, Port of Spain

The President called the meeting to order at 10.45am with a quorum of the following directors present – Ms Agnes Raghoobarsingh; Mr Shahhanshah Ali –Cassim; Mr Ramchand Rajbal Maraj Ms Annabella Davis and Dr Vijay Ramlal Rai. The meeting started with the usual opening prayer.

The Chair welcomed the Directors and opened the meeting and explained, “In view of the new TAG Compendium issued by the World Intellectual property (WIPO) via the Ministry of Legal Affairs, IPO office to all CMO’s in Trinidad and Tobago, and the short timeline to rectify and amend TTCO By-laws to accommodate the recommendations by WIPO, the Chair asked for a consensus, “Can we spend the entire day to go through in full the TAG compendium clause by clause and accept or reject parts of the WIPO recommendations”, the meeting agreed to conduct a marathon meeting as time is of the essence. Arrangements were then made for Lunch to be served at 2.30pm.

The meeting spent a full session looking at By-Law 1 and agreed to amend most of the sections and recommendations which was submitted to the Directors by experts who had previously met with the President and Secretary giving expert advice accordingly. The amendments also Included amending the Articles of Incorporation Schedule ‘A’ (ITEM 4), to include Work Of Mas” this was put to the meeting by the Chair and seconded by Director Cassim to a vote; it was unanimously accepted, creating By-Law 2. The Chair then put to the meeting “Where is the organisation has agreed to amend the By-laws and Sections of same including the Incorporation to include “Works of Mas,” be it resolved from 2017 TTCO would be implementing same which was seconded by director Davis, the Chair then asked “All in favour of the changes”? This was unanimously voted in favour, with the respective amendments creating By-Law 2.

The Meeting ended at 7:52pm

Yours respectfully,

Secretary (TTCO)

5th January 2017

Approved by President

Dr Vijay Ramlal Rai

TRINIDAD AND TOBAGO COPYRIGHT COLLECTION ORGANISATION

CONTENT

TTCO- BY-LAWS

Interpretation	Page -1
Registered Office	Page -2
Seal & Members'	Page -3
Rights and Duties of Membership	Page -4
Assignment of Rights	Page -4
Interest of Members Not Transferable	Page- 5
Operations & Entrance Fee	Page -6
Membership	Page -7
The Board -	Page -10
Powers of the Board/ Qualification/ Term of Office	Page -11
Subject to the Act / Removal from office/ Vacancy Filled	Page -11
Remuneration / Vacating of Office	Page -11
Powers to make by-laws / Accounting and Allocation of Monies	Page -12
TTCO shall publish/ Special Funds	Page -13
Refunds / Transferees and Non Refundable / Distribution	Page -13
Indemnities to Directors and Officers.....	Page -14
Officers -	Page -15
Meetings of the Board and General Meetings —	Page -16
For the Protection of Directors and Officers	Page -17
Meeting of Members —	Page -18
Website	Page -19

Annual Reports / Committees	Page -24
Voting in Other Companies / Notices —	Page -25
Collective Management Organisations (CMO) Relationship	Page -26
Cheques, Drafts, and Notes / Execution or Instruments	Page -27
Signatures	Page -27
Tariffs / Financial Year / Licensing Policy.....	Page -28
Winding Up —	Page -29

TTCO BY- LAW

2017 BY-LAW NO. 2 amended on 5th January 2017 from 1995 By-Law 1

A by-law relating generally to the conduct of the affairs of which can also be found at
TTCO Website: www.ttco.org.tt IN ALL its SECTIONS and its Governance

CODED # ***/* by the President on Friday 6th January 2017 @ -----**

THE TRINIDAD AND TOBAGO COPYRIGHT COLLECTION ORGANISATION (TTCO)

BE IT ENACTED as the general by-law of THE TRINIDAD AND TOBAGO COPYRIGHT COLLECTION ORGANISATION (hereinafter called "the Organisation") as follows:

1. INTERPRETATION

- 1.1 In this by-law and all other by-laws of the Organisation, unless the context otherwise requires:
- (a) **"Act"** means the Companies Act, 1995 as from time to time amended and every statute substituted therefore and in the case of such substitution, any references in the by-laws of the Organisation to provisions of the Act shall be read as references to the substituted provisions therefore in the new statute or statutes;
 - (b) **"Regulations"** means any regulations made under the Act, and every regulation substituted therefore and, in the case of such substitutions any references in the by-laws of the Organisation to provisions of the Regulations shall be read as references to the substituted provisions therefore in the new regulations;
 - (c) **"by-laws"** means any by-law of the Organisation from time to time in force;
 - (d) **"Affiliated Society"** means any of the societies in other countries, having objects similar to those of the Organisation, with which the Organisation is for the time being affiliated;
 - (e) **"Author"** means an author, adapter or translator of any literary work

which is or may be associated with any music;

- (f) **"Board"** means the Board of Directors of the Organisation;
- (g) **"Copyright Act"** means the Copyright Act, 1997 as from time to time amended and every statute substituted therefor and, in the case of such substitution, any references in the by-laws of the Organisation to provisions of the Act shall be read as references to the substituted provisions therefore in the new statute or statutes;
- (h) **"Composer"** means a composer or arranger of music;
- (i) **"Director"** means a member of the Board;
- (j) **"Distribution"** means any distribution which may be made among the Members and affiliated societies out of monies received by the Organisation in respect of the exercise of the rights, licence or authority granted by them to the Organisation;
- (k) **"Member"** means any person who or which becomes a member of the Organisation;
- (l) **"Musical Work"**, without prejudice to the generality of the expression includes:-
 - i) any part of a musical work;
 - ii) any vocal or instrumental music recorded on the soundtrack of any audio-visual works;
 - iii) any musical accompaniment to non-musical plays;
 - iv) any words or monologues having a musical introduction or accompaniment;
 - v) any other words (or part of words) which are associated with a musical work even if the musical work itself is not in copyright, or even if none of the rights in the musical works are administered by the Organisation;
 - vi) any arrangement of an existing musical work provided the arrangement contains sufficient originality to entitle it to be treated as a work protected by copyright law separate and distinct from the existing work including Works of Mas.

- (m) **"Organisation"** means the Trinidad and Tobago Copyright Collection Organisation; (TTCO)
- (n) **"Proprietor"** means a person, other than a liter, publisher or successor, who owns any right or interest which may be administered by the Organisation;
- (o) **"Publisher"** means a person who publishes any literary or musical work;
- (p) **"Secretary"** means any person appointed to perform the duties of Secretary of the Organisation;
- (q) **"Successor"** means any person eligible for membership under by paragraph (4.1) subsection (d)
- (r) **"Writer"** means a composer or author;
- (s) all terms contained in the by-laws and defined in the Act or the Regulations shall have the meanings given to such terms in the Act or the Regulations; and
- (t) the singular includes the plural and the plural includes the singular; the masculine gender includes the feminine and neuter genders; the word "person" includes bodies corporate, companies, partnerships, syndicates, trusts and any association of persons; and the word "individual" means a natural person.

2. REGISTERED OFFICE

- 2.1 The registered office of the Organisation shall be in Trinidad and Tobago at such address as the Board may fix from time to time by resolution.

3. SEAL

- 3.1 The common seal of the Organisation shall be such as the Board may by resolution from time to time adopt and be used for all official use by the Secretary/President on behalf of the organisation.

4. MEMBERS

- 4.1 There shall be seven categories of membership namely:
- (a) Writer Member,
 - (b) Publisher Member,
 - (c) Proprietor Member, and
 - (d) Successor Member, being that individual who is a spouse, child, relative, next of kin, beneficiary under the will, or personal representative of a deceased writer, publisher, producer, inventor or proprietor of any deceased Member.
 - (e) Performer Member
 - (f) Producer Member
 - (g) Inventor Member
 - (h) Singer Member
- 4.2 The following persons shall be eligible for admission to membership of the Organisation:
- (a) Any writer, publisher, proprietor, performer, singer, musician, inventor shall be eligible for admission as a member.
 - (b) Any widow, child or other relative, next of kin, beneficiary under the will, or personal representative of any deceased member shall be eligible for admission as a successor member.
- 4.3 Application for membership shall be made to the Secretary of the Organisation upon such form as the Board shall from time to time prescribe and shall be supported by such evidence as may be required.
- 4.4 The Board may admit no person as a member of any category unless he has fulfilled the qualifying criteria prescribed for that category.
- 4.5 Each application shall be considered by the Board or in such other manner as the Board may from time to time direct. The Board shall have full and unrestricted power to refuse any application without assigning any reason for such refusal

- 4.6 Candidates for membership shall be elected by the Board in its unfettered discretion and the Board may lay down terms and conditions for Membership generally or in individual cases.

5. RIGHTS AND DUTIES OF MEMBERSHIP

- 5.1 Save as hereinafter provided a proprietor member and a successor member shall have the same rights and privileges and be subject to the same obligations as writer and publisher members.
- 5.2 A proprietor member and a successor member shall be entitled to receive notice of, and attend general meetings but shall not be entitled to vote.

6. ASSIGNMENT OF RIGHTS

The Organisation may require every Member, or admission, or at any time thereafter, to assign or cause to be assigned to the Organisation all rights to be administered on his behalf by the Organisation.

- 6.2 Every assignment to the Organisation pursuant to this Article shall be in such form as the Council may from time to time prescribe and shall operate for and during the period of the assignor's membership, subject to the provisions of Article 9.
- 6.3 The rights to be administered by the Organisation on behalf of a member shall be such rights as the Council shall, in its discretion, after consulting the Member, accept for administering on his behalf, and shall be set out in writing in a statement signed by the Member and by such officer of the Organisation as the Council shall from time to time designate.
- 6.4 Pending the assignment of rights to the Organisation pursuant to this Article, and in so far as such assignment may not extend, every Member by virtue of his election grants to the Organisation for and during the period of membership, subject to the provisions of Article 9 in his name or in that of the Organisation but at the Organisation's sole charge and expense, the sole power and authority:-
- (a) To authorize or permit or forbid the exercise of the rights to be administered by the Organisation on behalf of the Member;
 - (b) To grant licenses on his behalf for the exercise of such rights and to administer on his behalf the valuing of sound and video recordings pursuant to any regulations which may be prescribed;

- (c) To collect fees, subscriptions or monies whether for the authorized use of any of the Member's works, or by way of damages or compensation for the unauthorized use of such works;
- (d) To institute and prosecute proceedings against all persons infringing the said rights and if the Organisation in its discretion thinks fit, to defend or oppose any proceedings taken against any Member in respect of such rights, and to compound, compromise, refer to arbitration Or submit to judgment in any such proceedings, and generally to represent the Member in all matters concerning the said rights;
- (e) To protect generally the said rights in the Member's works; and
- (f) To delegate authority to do any act as aforesaid to a regional representative of to any affiliated society or to any agent or representative in other territories for the purpose of exercising the said rights in such territory

6.5 The Organisation may exercise and enforce:-

- (a) The rights of the members of any affiliated society,
- (b) The rights of any person who is not a member of the Organisation, provided the Council is satisfied that the administration of such rights by the Organisation would not be in any way contrary to the interests of members of the Organisation.

6.6 The administration by the Organisation of rights pursuant to paragraph 6.5 of this Article shall be governed by contractual arrangements entered into between the Organisation and the affiliated society or other person/s as the case may be.

7. INTEREST OF MEMBERS NOT TRANSFERABLE

7.1 The interest of a Member in the Organisation is not transferable and lapses and ceases to exist upon his death or when he ceases to be a Member by resignation or otherwise in accordance with the by-laws of the Organisation.

7.2 No Member shall enter into any contract which he shall or may be required whether for valuable consideration or not, to write or compose any work for any person whether employer or otherwise, without inserting in such contract an express provision reserving to the Member the rights to be administered by the Organisation on behalf of the Member.

8 : OPERATIONS:

- 8.1 TTCO is an organization with a primary responsibility towards the rightholders it represents. TTCO shall always act in the best interest of those rightholders.
- 8.2 TTCO provides valuable services both to the rightholders it represents and the Users to copyright content.
- 8.3 TTCO plays an important role as promoters of the diversity of cultural expression.
- 8.4 Rightholders entrust TTCO with the management of their rights. TTCO shall undertake the performance of such management **services** diligently, efficiently, and in a non-discriminatory manner.
- 8.5 Within the limits of the mandate provided by a rightholder or granted by law a TTCO shall:
 - a. license the rights it represents or conclude agreements for the use of such rights, as the case may be;
 - b. collect all Rights Revenue in respect of the use of such rights or of relevant copyright remuneration schemes;
 - c. monitor the use of such rights;
 - d. prevent the unauthorized use of such rights, enforce remuneration and compensation schemes; and
 - e) collect and **process** data on the use of such rights to enable the timely and accurate individual distribution of monies.
- 8.6 Within the limits of its mandates and in the interest of the rightholders it represents, TTCO may engage in activities aimed at increasing public awareness about copyright, collective rights management and TTCO, as well as their positive effect on the national economy and on cultural diversity, including its cultural and social activities. TTCO awareness-raising activities should also seek to highlight the benefits of collective management for users, rightholders and the general public in terms of its contribution to the broader dissemination of cultural goods and services.

9. ENTRANCE FEE

9.1 The entrance fee shall be such sum as the Board may from time to time determine.

10. MEMBERSHIP

10.1 Membership criteria shall be included in TTCO Statute or its membership terms.

10.2 TTCO shall accept a rightholder as a Member if they fulfill the membership criteria.

10.3 Membership criteria shall be objective, transparent and non-discriminatory.

10.4 TTCO may only refuse a request for membership on the basis of objectively justifiable criteria. Grounds for refusal shall be provided to the applicant in writing within a reasonable period of time.

10.5 TTCO shall not discriminate between rightholders it represents — either directly or indirectly — on the basis of:

10.5.1 nationality or place of residence or establishment, or

10.5.2 sex, racial or ethnic origin, re/igion or belief, disability, age or sexual orientation.

10.6 TTCO shall not discriminate between the rightholders it represents by virtue of direct mandates and the rightholders it represents by virtue of a reciprocal representation agreement or by virtue of legislation.

10.7 TTCO shall permit each Member to terminate its rights management mandate or to change the scope of such mandate, upon a reasonable notice period not exceeding 180 days with the termination or change taking effect at the end of the calendar year in which notice was given.

10.8 In circumstances described in its Statute, TTCO shall require that a rightholder's rights continue to be included, for a reasonable period of time, in licenses granted to Users prior to termination. Such a period shall not exceed 12 months. After such termination a TTCO may not include the terminating rightholder's rights in any new licenses granted.

10.9 Each rightholder shall be entitled to their full share in the Rights Revenue collected while such rightholder's rights are managed by the TTCO, even though such rightholder may have terminated its rights management mandate before the monies are ready to be distributed.

10.10 TTCO shall treat each rightholder fairly, and in accordance with such TTCO Statute

and membership forms. It shall not impose on any rightholder obligations that are not objectively necessary for the effective management of such rightholder's rights.

10.11 The rules determining the basis for rightholder representation and powers within a TTCO decision-making process shall be open, fair and balanced. In particular, TTCO shall maintain a fair balance between the rightholder categories that it represents.

10.12 A Member of TTCO shall be eligible for positions in any of its decision-making, supervisory or advisory bodies, including the board, provided that such Member meets the qualifications set out in the TTCO Statute for such a position. Such qualifications shall be fair and objectively justifiable.

10.13. All Members shall have the right to participate and take the floor at a TTCO general meeting.

10.14. Any restriction on the right of a Member to exercise its voting rights at the general meeting of a TTCO shall be included in such TTCO Statute, and shall be fair and proportionate. Such restrictions might for instance include the duration of membership or the level of earnings of a Member.

10.15 Each Member of a TTCO shall have the right to appoint any other Member as a proxy to attend and vote at a general meeting in such Member's name. TTCO Statute may reasonably limit the number of proxies any individual Member may hold.

10.16 TTCO shall notify its Members (if possible electronically) that its annual report, including its income statement and accurate information about its collections and operating expenses, is available for download from its website or via other reasonable means.

10.17 On request, TTCO shall provide a rightholder with a list of the members of the board and the category each of them represents. TTCO shall also make available information regarding the total amount of remuneration and other benefits paid to the members of the board and its management team.

10.18 TTCO shall make available information (if possible electronically) to each Member to whom it has attributed Rights Revenue or made payments in the period to which the information relates and who is entitled to a distribution. Such information shall include.

(a) a statement of monies attributed to such Member, including information of management fees deducted, any other deductions and the amounts subsequently paid to such rightholder;

(b) a breakdown of Rights Revenue per main category of rights managed and per

type of use;

- (c) a distinction between Rights Revenue earned nationally and Rights Revenue received on the basis of reciprocal representation agreements; and
- (d) information regarding any amounts attributed to the rightholder which are outstanding for the period concerned.

10.19 A summary of TTCO distribution rules shall be part of the statement mentioned above.

10.20 TTCO shall notify each Member, where possible electronically, about important changes in its regulations on representation in governing bodies, participation at meetings, voting rights and other governance issues. This notification shall take place no later than six months after the changes have taken effect.

10.21. Any member may withdraw from membership by giving one month notice to the Board in writing to that effect and thereupon he shall cease to be a member, and provided such notice is given before the 15th day of JANUARY in any year he shall not be liable to pay his subscription for that year.

10.22 If any member (who is liable to lay an annual subscription) shall fail to lay the same within six months after the same shall become due, the directors may order his name to be struck off the list of members whereupon he shall cease to be a member of the Organisation.

10.23 If any member refuses or neglects to comply with the provisions of the by-laws or conducts himself in a way, which in the opinion of the directors is or may be injurious to the Organisation, the directors may by notice in writing call upon him to resign. If such member when called upon to resign does not do so within twenty-eight days of the receipt of such notice then (provided he is first given an opportunity of being heard by the directors) he may forthwith be expelled by the directors after a resolution for this purpose has been passed by a majority of not less than two-thirds of the members present and voting at a specially convened meeting of the members.

10.24 On the death of a Member his Membership shall cease and shall not be transmitted to any other person, but the rights (if any) already vested in the Organisation, by the Member, or controlled by the Organisation by virtue of his Membership, shall, subject to paragraph 22 hereof remain so vested or controlled:-

- (a) for a period ending either on the 31st day of December in the first year following the year in which the Member's death took place unless within that

period an election as mentioned in the following sub paragraphs (b) and (c) takes place or

- (b) if a Successor shall be admitted to Membership during such period, then for so long as such Successor remains a Member, or
- (c) if a person is admitted during such period to Membership of an Affiliated Society in respect of the rights of a deceased Member, then up to the date of such admission.

10.25 Any distribution to which the Member would, if living, have been entitled in respect of any period prior to the admission of such Successor shall be made to the Member's personal representative until a successor is admitted or until the end of such third year as aforesaid, whichever is the earlier date. Upon the admission to Membership as aforesaid, any payment to which the Member would, if living, have been entitled in respect of any period subsequent to such admission shall be made to such successor.

10.26 The Membership of any Member shall ipso facto cease:-

10.27 Upon the expiration of the longest period for which copyright subsists by virtue of any statute in any country which is either a Member of the Berne Union or a party to the Universal Copyright Convention in any of the works in respect of which such Member is entitled to participate in distributions, or

10.28 In the case of any Member, being executor or administrator upon his having disposed of all interest in all rights which may have vested in him as such executor or administrator.

10.29 If any proceedings have been instituted by or against the Organisation in respect of a Member's works, either in the name of the Organisation or of the Member, and such Member ceases to be a Member during the pendency of the proceedings, any rights the subject of such proceedings which have been vested in the Organisation by such Member, or are controlled by the Organisation by virtue of his Membership, shall remain so vested or controlled until such proceedings are finally disposed of.

10.30 Subject to the paragraphs above, all rights, privileges and obligations of Membership shall cease on the date of cessation of Membership. In particular, the Member concerned shall cease to have any claim upon the assets of the Organisation and shall not be entitled to participate in any further distributions, save as to any payment to which he may be entitled in respect of any period prior to cessation of Membership.

11. THE BOARD

11.1 The Board shall comprise of not more than Eleven Directors in all of whom;

- (a) Not more than two shall be Writers elected by Members;
- (b) Not more than one shall be Publishers elected by Members;
- (c) Not more than one shall be appointed by Proprietors.
- (d) Not more than one Producer elected by Members
- (e) Not more than two Performers elected by Members
- (f) Not more than two shall be Mas Bands/Producers elected by Members

11.2 The Board must maintain at all times of its existence of the organisation in whatever format or restructuring the Two Founding Members or their representative/s as permanent sitting Directors on the Board of the Organisation, with veto powers on all major decisions and or its subsidiaries in perpetuity.

11.3 Except otherwise provided in these Articles, no Member shall be eligible for election as a Director unless not less than 14 clear days nor more than 30 clear days before the date fixed for the meeting of Members for the election Director, written notice is given to the Organisation by a Member of the intention to propose the Member for election together with a letter of consent signed by that Member confirming his willingness to be elected as a Director.

11.4 Candidates for election as a Director shall be proposed and seconded by members entitled to vote at the meeting of Members for the election of that Director.

11.5 If a casual vacancy occurs among Directors the Board may appoint to fill the vacancy any person who shall have the same qualifications hereof as the Director in whose place he is appointed and any Director so appointed shall hold office until the next Annual Meeting following his appointment whereupon he shall retire but can be validly proposed for re-appointment.

11.6 Honorary Directors: The Board may appoint a person who has made a distinguished contribution to the cultural life of Trinidad and Tobago or any other territory as an honorary Director of the Organisation on such terms and for such period as the Board shall determine.

11.7 There shall not be more than one honorary Director at any one time.

11.8 Consultant Directors: Consultant Directors may be appointed by the Board on such terms and for such period as it shall deem expedient.

11.9 Rights of Honorary and Consultant Directors: Honorary and Consultant Directors shall have a right to attend and participate in all meetings of Members and all meetings of the Board but shall not be entitled to vote at such meetings.

12. **POWER OF THE BOARD**

The affairs of the Organisation shall be managed by the Board that may exercise all such powers and do all such acts and things as may be exercised or done by the Organisation and are not by the by-laws or any special resolution of the Organisation or the Act

e.x sly directed or required to be done by the Organisation at a general meeting of the Organisation.

13. **QUALIFICATIONS**

A director shall be an ordinary member of the Organisation.

14. **Term of Office**

Unless sooner determined, a Board member's term of office shall, subject to the provisions, if any, of the Articles of Incorporation Organisation, be from the date of the meeting at which he is elected or appointed until the conclusion of the third Annual Meeting following that at which he was last elected or appointed.

15. **Subject to the Act**

A Board member elected by the Members above shall hold office for no more than two consecutive terms.

16. **Removal from office**

The members of the Organisation may, by ordinary resolution at a special meeting, remove any Director/s except the founding two directors mentioned in subparagraphs 11.2 above from office.

17. **Vacancy Filled**

A vacancy created by removal of a Director may be filled at the meeting at which the Director is removed from office.

18 If a vacancy occurs it may be filled by the Directors.

19 A Director/s elected or appointed by other Directors only holds office for the unexpired term of his predecessor.

20 **Remuneration**: The Board shall from time to time by resolution determine the

remuneration to be paid to Directors and a Director may be paid or reimbursed for reasonable expenses incurred by him in the performance of his duties.

21 **Vacating of Office:** The office of a Director of the Organisation shall be vacated-

- (a) If by notice in writing he resigned his office;
- (b) If he does not attend four consecutive meetings of the Board, unless the Board otherwise determines;
- (c) If he is removed from office in accordance with paragraph 10.11.
- (d) If he becomes bankrupt or suspends payment or compounds with his creditors or makes an unauthorised assignment or is declared insolvent;
- (e) If he is found to be a lunatic or becomes of unsound mind;
- (f) If he is convicted of any criminal offence involving fraud or dishonesty.

22. **Powers to make by-laws:** The power of Directors given by section 66(1) of the Act to make, by-laws shall include the power of the Board to by-laws, rules or regulations governing.--

- (a) The terms and conditions on which the Organisation may administer rights;
- (b) The manner in which the administration of rights shall be carried out, including the licensing of rights and the collection and distribution of royalties or other sums accruing under licenses;
- (c) Such other matters and things as may be conducive to the welfare of the Organisation.

23. **ACCOUNTING and ALLOCATION OF MONIES**

23.1 **Order of application of receipts: All monies received by the Organisation in respect of the Rights, licenses, Authorities, User Members and Affiliated Societies shall be applied first to payment re expenses of and incidental to the conduct management and operation of the Organisation including, ten percent of every collection received goes towards the developmental fund and then to be allocated and distributed amongst the Members and Affiliated Societies in accordance with distribution rules to be made from time to time by the Board, which are currently as follows (a) Sixty percent distribution to members (b) Thirty percent administration/commissions. (c) Ten percent organisational development fund.**

23.2 **TTCO shall regularly publish:**

- (a) a summary of its role and function;
- (b) an explanation of each category of rightholders and rights which it represents;
- (c) its Statute, membership terms and rules on termination of membership;
- (d) its general distribution policy;
- (e) its policy on deductions (such as any administration, social, cultural or educational deductions);
- (f) its policy on the use of non-distributable Rights Revenue;
- (g) its audited annual accounts;
- (h) its complaint and dispute resolution procedures;
- (i) a list of the persons 'who manage its business and who sits on its board; and the total amount of remuneration paid, and other benefits provided to the directors and senior management personnel.

23.3 Special funds: The Board may before making any allocation and distribution among the Members and Affiliated Societies:

23.4 apply out of the receipts such sums as it thinks proper or has agreed to contribute towards any:-

- (a) superannuation, benevolent, pension or similar fund which has been or may be established for the benefit of employees or ex-employees of the Organisation, or the wives, widows, children or other dependents of such
- (b) any foundation, trust, or similar fund which has been established for the purpose of promoting the use and recognition of Trinidad and Tobago music.

REFUNDS ; TRANSFERS AND NON-REFUNDABLE POLICY

24.1.(a) Set aside, out of the receipts of the Organisation, such sums not exceeding Twenty percent (20%) of the receipts of the Organisation for the preceding financial year as it thinks proper as a reserve fund to meet contingencies, or for future distributions or for repairing, improving and maintaining any of the property or premises of the Organisation, and for such other purposes as the Board shall in its absolute discretion think necessary or conducive to the interests of the Organisation, and may invest the several sums so set aside in such investments and dispose of all or any part thereof for the benefit of the Organisation, and may divide the reserve fund into such special funds as it thinks fit, and employ the reserve fund or any part thereof for the general purposes of the Organisation, and that without being bound to keep the same separate from the other assets.

24.2.(b) All payments with the TTCO are final and Non-refundable however, should any event for which a license was issued not have taken place. The TTCO will facilitate a transfer of any such amount paid, to a new license, to the value of 70% of original amount paid. 30% will be retained by the TTCO towards operational include of re-issuing of new license certificate (s). License fees under this section are valid six months and its non-transferable to any other event not being held by promoter / person (s) who would have made the application for which the first / original license was approved and issued in the name (s) of. All business / venue licenses will be subject to same accordingly.

25 DISTRIBUTIONS:

TTCO shall help a rightholder to make an informed decision on whether or not to become a Member of the organization and shall provide (where possible, electronically) a clear summary of applicable rights, obligations and other essential information. In particular TTCO shall explain

- (a) who can join, and the procedures for doing so, the terms of membership and where all such information can be found;
- (b) the nature of the grant or transfer of rights (whether rights have been granted on an exclusive or non-exclusive basis) and the implications of such information for the Member;
- (c) the scope of the authority granted under the agreement-
- (d) if and how a Member may restrict the authority of such TTCO to act on such Members' behalf
- (e) if and how a Member may require such TTCO to consult with such Member;
- (f) the arrangements for terminating membership and a description of the implications of termination,
- (g) what happens if a Member dies or (if corporate) is dissolved while still a Member of such TTCO;
- (h) how Members will be represented or the governing body/board of directors;
how the governing body of such TTCO is composed, how it is appointed, terms of office, and the cycle of changes to the governing body,
- (j) any technical/regional committee or council structures, and how these are approved;
- (k) how a Member can present their candidature for elections to governing bodies, or apply to become member of any committees/regional councils etc.,
the frequency of general meetings and how a Member will be notified of such meetings,"
- (m) what rights a Member has to call a special meeting and how to do
it what voting rights a Member has,
- (o) how a Member can still exercise voting rights through proxy if they cannot attend;

(p) information on whether collective administration by TTCO is mandatory, and the consequences of such information for the rightholder, and

(q) its deduction policies and the rightholder's ability to benefit from activities and services funded through those deductions.

INDEMNITIES TO DIRECTORS AND OFFICERS

26.1 Subject to section 101 of the Act, except in respect of an action by or on behalf of the Organisation to obtain a judgment in its favor, the Organisation shall

A Director or officer of the Organisation;

A former Director or officer of the Organisation;

- (c) or a person who acts or acted at the Organisations request as a director or officer of a body corporate of which the Organisation is or was a shareholder or creditor, or his personal representatives, against all cost charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being, or having been, a Director or officer of the Organisation, if:
- (i) He acted honestly and in good faith with a view to the best interests of the Organisation; and
 - (ii) In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

27: OFFICERS

27.1 : The officers of the Organisation shall consist of a President, a Vice-President, Treasurer and a Secretary who shall be Ordinary members of the Organisation and shall be appointed at the Tri-Annual General Meeting of the Organisation (in each year) and shall retire tri-annually but shall be eligible for reappointment. There shall also be the appointment of a Chief Executive Officer with terms and conditions as agreed by the President, Secretary and one other Director, the CEO shall not hold any other official position in the organisation and must give written reports on a regular and monthly basis and as requested by the Board and or the President or Secretary from time to time or as needs arise.

27.2 In the case of a casual vacancy in any of the offices, the directors shall appoint one of their numbers to fill such casual vacancy until the next meeting.
tri-annual general

27.3 In the case of the absence, or inability to act, of the President, the Vice-President or any other officer of the Organisation or for any other reason that the directors may deem sufficient, the directors may delegate all

or any of the powers of such officer to any other officer or to any director for the time being, provided that a majority of the board of directors concur therein.

27.4 **The President:** The President shall, if present, preside at all meetings of the directors and members, he shall have time to time be assigned to him by the

27.5 **The Vice-President:** The Vice-President shall be vested with all the powers and shall perform all the duties of the President in the event of the President's absence or disability or refusal to act. The Vice-President shall have such powers and duties as may from time to time be assigned to 1 by the directors.

27.6 **The Secretary:** The Secretary shall, when present, act as Secretary of all meetings, shall have charge of the minute books of the Organisation and the documents and registers referred to in section 177 of the Companies Act, 1995 and shall perform such other duties as the directors require of him

27.7 **The Treasurer:** The Treasurer shall have the care and custody of all the funds and securities of the Organisation and shall deposit the same in the name of the Organisation in such bank or banks or with such depository or depositories as the directors may direct and shall perform such other duties as the directors require of him. He may be required to give such bond for the faithful performance of his duties as the directors in their uncontrolled discretion may require and no director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Organisation to receive any indemnity thereby provided.

28. MEETINGS OF THE BOARD AND GENERAL MEETING

28.1 TTCO shall convene a general meeting of its Members or of their elected representatives at least once a year.

28.2 The general meeting shall approve any amendments to the Statute and to the membership terms.

28.3

- (a) approves the general policies on the distribution or collected monies; deductions for social, cultural or educational purposes; and the use of non-distributable monies and investments;
- (b) approves the annual report and is to be presented with an auditor's report that comes with that annual report;
- (c) appoints and dismisses members of the board, and approves their remuneration and other benefits such as non-monetary benefits, pension awards, right to other awards and rights to severance pay;
- (d) decides on its general investment policies. The information about the type of investment, the investment policy, and the policy's results shall be included in the annual report, and appoints one or two independent external auditors.

28.4 The Statute of TTCO may delegate some of the above mentioned powers of the general meeting to the board.

28.5 Place: Meetings of the Board and any committee of the Board may be held either . at the registered office or at any other place within or outside Trinidad and Tobago.

28.6 Convener. A meeting of the Board may be convened by the President, the Vice-President, or any two Directors at any time and the Secretary by discretion of any such officer or any two Directors shall convene a meeting of the Board.

28.7 **Notice:** Subject to section 81 (1) of the Act, the notice of any meeting of the Board need not specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be served in the manner specified in paragraph 15.1 hereof not less than two days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place. A Director may in any manner waive notice of the meeting of the Directors and attendance of a Director at a meeting of the Directors shall constitute a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

28.8 It shall not be necessary to give notice of a meeting of the Board to a newly elected or appointed Director for a meeting held immediately following the election of Directors by the Members, the appointment of Directors under

appointment to fill a vacancy among the Directors.

28.9 Meetings of the Board may be held at any time without formal notice if all the Board members are present or those absent waive notice or signify their consent in writing to the meeting being held in their absence. Notice of any meetings or any irregularity in any meeting or the notice thereof may be waived by any Board member.

28.10 Quorum: Three directors of whom at least one must be Directors elected by Members shall form a quorum for the transaction of business and notwithstanding any vacancy on the Board, a quorum may exercise all the powers of the Board No business shall be transacted at a meeting of the Board unless a quorum is present

28.11 Mode of Participation: A Director may, if all the Directors consent, participate in a meeting of the Board or of any committee of the Board by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other and a Director participating in such a meeting by such means is deemed to be present at that meeting.

28.12 Voting: Questions arising at any meeting of the Board shall be decided by a majority of votes. In case of an equality of votes, the Chairman of the meeting in addition to his original vote shall have a second or casting vote.

28.13 Resolution in lieu of meeting: Notwithstanding any of the foregoing provisions of this by-law, a resolution in writing signed by all the Directors entitled to vote on that resolution at a meeting of the Board or any committee of the Directors is as valid as if it had been passed at a meeting of the Board or any committee of the Board

29 FOR THE PROTECTION OF DIRECTORS AND OFFICERS

29.1 No Director or officer of the Organisation shall be liable to the Organisation for:-

- (a) the acts, receipts, neglects or defaults of any other Director or officer or employee or for joining in any receipt or act for conformity;
- (b) any loss, damage or expense incurred by the Organisation through the insufficiency or deficiency of title to any property acquired by the Organisation or for or on behalf of the Organisation;

- (c) the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Organisation shall be placed out or invested;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, including any person with whom any moneys, securities or effects shall be lodged or deposited;
- (e) any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Organisation;
- (f) any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto, unless the same happens by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the Organisation and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

29.2 Nothing herein contained shall relieve a Director or officer from the duty to act in accordance with the Act or regulations made thereunder or relieve him from liability for a breach thereof.

29.3 The Directors for the time being of the Organisation shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name, or on behalf, of the Organisation, except such as are submitted to and authorised or approved by the Directors.

29.4 If any Director or officer of the Organisation is employed by or performs services for the Organisation otherwise than as a Director or officer or is a member of a firm or a shareholder, director or an officer of a body corporate which is employed by or performs services for the Organisation, the fact of his being a member, director or officer of the Organisation shall not disentitle such Director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

30 MEETINGS OF MEMBERS

- 30.1 **Annual Meeting:** Subject to the provisions of section 109 of the Act, the annual meeting of the members shall be held on such day in each year and at such time as the Directors may by resolution determine at any place within Trinidad and Tobago or, if all the Members entitled to vote at such meeting so agree, outside Trinidad and Tobago.
- 30.2 **Special Meetings:** Special meetings of the members may be convened by order of the President, the Vice-President or by the Board at any date and time and at any place within Trinidad and Tobago or, if all the members entitled to vote at such meetings so agree, outside Trinidad and Tobago.
- 30.3 The Board shall, on the requisition of five percent of the members; of the Organisation that have a right to vote at the meeting requisitioned, forthwith convene a meeting of members, and in the case of such requisition the following provisions shall have effect:
- (a) The requisition must state the purposes of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more of the requisitionists;
 - (b) if the Board does not, within twenty-one days from the date of the requisition being so deposited, proceed to convene a meeting, the requisitionists or any of them may themselves convene the meeting but any meeting so convened shall not be held after three months from the date of such deposit;
 - (c) unless subsection (3) of section 133 of the Act applies, the Board shall be deemed not to have duly convened the meeting if they do not give such notice as is required by the Act within fourteen days from the deposit of the requisition;
 - (d) any meeting convened under this paragraph by the requisitionists shall be called as nearly as possible in the manner in which meetings are to be called pursuant to the by-laws and Divisions 5 and 6 of Part III of the Act
- 30.4 **Notice:** A printed, written or typewritten notice stating the day, hour and place of meeting shall be given by serving such notice on each member entitled to attend such meeting, on each director and on the auditor of the Organisation in the manner specified in paragraph 15.1 hereof, not less than

twenty-one days or more than fifty days (in each case exclusive of the day on which the notice is delivered or sent and of the day for which notice is given) before the date of the meeting. Notice of a meeting at which special business is to be transacted shall state (a) the nature of that business in sufficient detail to permit the member to form a reasoned judgment thereon, and (b) the text of any special resolution to be submitted to the meeting.

31. WEBSITE:

TTCO shall establish a Website where all information including the By-Laws shall be included and be updated as regularly as possible.

31.1 TTCO shall:

- (a) make available to each Member it represents its up to date contact information, including; postal address(es), email address(es), telephone and if available fax number; and**
- (b) indicate the office hours and:1 days of the week during which the TTCO may be contacted.**

31.2 TTCO shall provide a User (where possible electronically) with relevant background information regarding licenses and licensing schemes. Such information shall include:

- (a) an explanation of the rights administered by the TTCO, the categories of rightholders on whose behalf the TTCO acts and with which other TTCO it has signed representation agreements;**
- (b) a summary of relevant tariffs, terms and conditions and of remuneration or compensation rates and an explanation of how //iese have been negotiated (e.g. with a relevant trade association) or include a reference to a decision by or on behalf of a relevant authority on remuneration or compensation rates,
- (c) a description of the licensing and invoicing procedures;
- (d) details of how a licensee can cancel a license, any notice provisions which may apply, and any periods during which the right to cancel may subsist; and
- (e) a refund policy and timescales in which any agreed refund will be

paid all payments with the TTCO am final and non refundable, however should any event for which a license was issued not have taken place the TTCO will facilitate a transfer of any such amount paid to a new license to the value of seventy percent of the original amount paid. Thirty percent will be retained by the organization for the purpose of operational use. All license payments are valid for six months from date of issue. License fees under this section are non-transferable to any other event not being held by the promoter/person(s)who would have made the application for which the first/original license was approved and issues in the name(s) of all business/venue licenses will be subject to same accordingly

31.3 TTCO Statute shall ensure a fair and balanced representation of its different categories of members on the board.

31.4 TTCO shall have in place procedures to identify, manage, monitor and disclose conflicts of interest which might prevent such TTCO board from discharging its responsibilities and therefore adversely affecting the interests of the Members of the TTCO.

31.5 Those procedures shall include an annual individual statement of actual or potential conflicts of interest by each person managing the TTCO and by each member of the board.

31.6 TTCO shall manage and keep separate the Rights Revenue and any income derived from the investment of its own assets, the income derived from its management services or the income derived from any other activities.

31.7 TTCO shall not be allowed, unless specifically authorized by the general meeting or its Statute, or provided by law, to use Rights Revenue and any income derived from the investment of Rights Revenue for any purposes other than Distribution to rightholders.

31.8 In respect of each Financial Year a TTCO shall:

(a) make available an annual report to its membership no less than 14 days before each general meeting; and

(b) publish the annual report on its website within three months after such general assembly.

31.9 The annual report shall contain:

(a) a financial statement, shall include a balance-sheet or a statement of assets and

liabilities as well as an income and expenditure account for the Financial Year;

- (b) a report of the TTCO activities in that Financial Year;
- (c) statement of Rights Revenue broken down per category of rights managed and per type of use including the total amount of Rights Revenue collected, but not yet attributed to rightholders, and the total amount of Rights Revenue attributed but not yet distributed to rightholders,-
- (d) a breakdown of the cost of services provided by the TTCO to its Members and rightholders it represents;
- (e) a breakdown of the amounts allocated for the purposes of social, cultural and educational services in the Financial Year and an explanation of the use of those amounts, with a breakdown per social, cultural and educational expenditure,
- (f) information on the total amount of remuneration paid, and other benefits granted to, the persons who manage the business of the TTCO and the board members in the Financial Year;
- (g) a general statement setting out, in respect of the transactions between a CMO and each partner with which TTCO has a reciprocal representation agreement, the:
 - (i) name of such partner and the dates of the relevant contracts, total
 - (ii) amount paid in the Financial Year fo t/ie partner;
 - (iii) total management fees and other specified deductions; and total amount
 - (iv) received from the partner.

31.10 The annual report and financial records of a TTCO shall be inspected annually by at least one external auditor appointed by the general meeting.

3 I .11 TTCO shall maintain a distribution policy that sets out:

- (a) the basis for calculating entitlements to receive payments from Rights Revenue collected by TTCO. In establishing such basis, TTCO shall take into account, as far as possible, the actual usage of works or other protected subject matter. If not practicable, a statistically valid sample approximating actual use of the works or categories of works can be used;
- (b) the manner and frequency of Distributions to Members, and

(c) the amounts that will be deducted from the Rights Revenue before distribution on the basis of the general policy on deductions as determined by the general meeting, the Statute or the law.

31.12 TTCO shall regularly, diligently and accurately distribute and pay amounts due to the rightholders it represents, be it through membership, mandate — voluntary or statutory or through reciprocal representation agreements with other CMOs, in accordance with its general policy on Distributions and the reciprocal agreements it has signed with other CMO(s)

31.13 TTCO shall carry out such Distributions and payments no later than 12 months after the end of the Financial Year in which the Rights Revenue was collected, unless objective reasons, for instance insufficient reporting by Users, prevents it from meeting this deadline.

31.14 The general meeting shall decide on the rules on deductions from Rights Revenue

31.15 The amounts deducted from the Rights Revenue for the purposes of social, cultural and educational purposes in the Financial Year and an explanation of the use of those amounts shall be included in the Annual Report.

31.16 TTCO shall ensure that the management fees it charges or operating costs it deducts shall be transparent and properly documented.

31.17 TTCO shall not deduct more than 10% of its Rights Revenue for social, cultural and educational purposes.

31.18 TTCO shall ensure that funds for social, cultural and educational purposes shall not be deducted from Rights Revenue allocated to a Member of another CMO unless such other consents in writing.

31.19 TTCO shall ensure that each rightholder it represents — whether directly through a membership contract or through a reciprocal agreement - will be entitled to apply for its social, cultural or educational services provided deductions were made on Rights Revenue attributed and distributed to such rightholder.

31.20 TTCO shall use its reasonable endeavors to ensure that each of its directors and employees does not disclose to third parties any information they have obtained in the course of their employment or performance of their duties without an objectively justifiable reason or an order by a competent authority.

31.21 TTCO shall keep and regularly update records of each rightholder it represents so that such rightholder can be accurately identified and located.

31.22 TTCO shall respect the fundamental principles of privacy and the protection of personal data. It shall also comply with its obligations under relevant laws relating to protection of privacy and personal data.

31.23 TTCO shall, upon receiving a reasonable request, inform (where possible electronically) a rightholder or a User about the personal data it holds on such rightholder or User.

31.24 TTCO shall encourage the development of appropriate skills and knowledge amongst its staff, and document that it has established procedures, which ensure that the staff is updated on rules relevant to its operation.

31.25 TTCO shall take steps to ensure that its employees and agents are aware of the procedures for handling complaints and dispute resolution, and are able to explain those procedures to Members, Users and the general public.

32. **Waiver of Notice:** A member and any other person entitled to attend a meeting of members may in any manner waive notice of a meeting of members and attendance of any such person at a meeting of members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called

32.1 Omission of Notice: The accidental omission to give notice of any meeting or any irregularity in the notice of any meeting or the non-receipt of any notice by any member, director or the auditor of the Organisation shall not invalidate any resolution passed or any proceedings taken at any meeting of the members.

32.2 Proprietor and Successor Members: At a meeting of members each Proprietor Members and each Successor Member shall have a right to attend and participate but shall not have a right to vote.

33. **Votes:** Every question submitted to any meeting of members shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a ballot and, if the articles so provide, in the case of an equality of votes the chairman of the meeting shall on a ballot have a casting vote in addition to any votes to which he may be otherwise entitled.

33.1 At every meeting at which he is entitled to vote, every member, proxy holder or individual authorised to represent a member who is present in person shall have one vote on a show of hands.

33.2 Upon a ballot at which he is entitled to vote, every Writer and every Publisher Member, proxy holder or individual authorised to represent such Member shall have one basic vote.

33.3 At any meeting unless a ballot is demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

33.4 Chair at meetings: When the President and the Vice-President are absent, the persons who are present and entitled to vote shall choose another director as chairman of the meeting; but if no director is present or all the directors present decline to take the chair, the persons who are present and entitled to vote shall choose one of their number to be chairman.

33.5 Ballot: A ballot, either before or after any vote by a show of hand, shall be deemed by any person entitled to vote at the meeting. If at any meeting a ballot is demanded on the election of a chairman or on the question of adjournment, the ballot shall be taken forthwith without adjournment. If at any meeting a ballot is demanded on any other question or as to the election of Directors, the vote shall be by ballot in such manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a ballot shall be deemed to be the resolution of the meeting at which the ballot was demanded. A demand for a ballot may be withdrawn.

34. **Proxies:** Votes at meetings of members may be given either personally or by proxy or, in the case of a member who is a body corporate or association, by an individual authorised by a resolution of the directors or governing body of that body Corporate or association to represent it at meetings of members of the Organisation.

34.1 A proxy shall be executed by the member or his attorney authorised in writing and is valid only at the meeting in respect of which it is given or any adjournment thereof.

34.2 A person appointed by proxy need not be a member.

34.3 Subject to the provisions of Part V of the Regulations, a proxy may be in the following form:

The undersigned member of The Trinidad and Tobago Copyright Collection Organisation (TTCO) hereby appoint as ltte nominee of the undersigned to attend and act for the undersigned and on behalf of the undersigned at the meeting of the members of the said

Organisation to be held on the day of---- and at any adjournment or adjournments thereof in the same manner, to the same powers as if the undersigned were present at the said meeting or such adjournment thereof.

DATED this day of 20 Signature

35. **ANNUAL REPORTS:** TTCO shall produce annual reports

35.1 **Adjournment:** The chairman of any meeting may, with the consent of the meeting, adjourn the same from time to time to be fixed time and place and no notice of such adjournment need be given to the members unless the meeting is adjourned by one or more adjournments for an aggregate of thirty days or more in which case notice of the adjourned meeting shall be given as for an original meeting. Any business that might have been brought before, or dealt with at any adjourned meeting for which no notice is required.

35.2 **Quorum:** Subject to the Act, a quorum for the transaction of business at any meeting of the members shall be eight (8) persons present in person, each being either a member entitled to vote thereat, or a duly appointed proxy holder or representative of a member so entitled. If a quorum is present at the opening of any meeting of the members, the members present or represented may proceed with the business of the meeting notwithstanding a quorum is not present throughout the meeting. If a quorum is not present within 30 min of the time fixed for a meeting of members, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not do any other business.

35.3 **Resolution in lieu of meeting:** Notwithstanding any of the foregoing provisions of this by-law, a resolution in writing signed by all the members entitled to vote on that resolution at a meeting of the members is subject to section 132 of the Act, as valid as if it had been passed at a meeting of the members.

36. **COMMITTEES**

(a) The directors may from time to time as deemed necessary appoint committees consisting of such number of directors or members as may be deemed desirable and may prescribe their duties.

(b) Any committee so appointed may meet for the transaction of business,

adjourn and otherwise regulate its meetings, as it thinks fit. Unless otherwise determined by the directors, two members of a committee shall be a quorum. Questions arising at any meeting of a committee shall be decided by a majority of votes and in case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

37. VOTING ANOTHER COMPANIES

37.1 All shares or debentures carrying voting rights in any other body corporate that are held from time to time by the Organisation may be voted at any and all meetings of shareholders, debentures holders (as the case may be) of such other body corporate and in such manner and by such person or persons as the directors of the Organisation shall from time to time determine. The officers of the Organisation may for on behalf of the Organisation from time to time-

- (a) Execute and deliver proxies; and
- (b) arrange for the issuance of voting certificates or other evidence of the right to vote, in such names as they may determine without the necessity of a resolution or other action by the directors.

38 NOTICES

38.1 **Method of giving notice:** Any notice or other document required by the Act, the regulations, the articles or the by-laws to be sent to any member, director or auditor may be delivered personally or sent by prepaid mail or cable or telex or telefax to any such person at his latest address as shown in the records of the Organisation or in the latest notice filed under section 71 or 79 of the Act, and to the auditor at his business address. ;

38.2 **Waiver of notice:** Notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

38.3 **Undelivered notices:** If a notice or document is sent to a member by prepaid mail in accordance with this paragraph and the notice or document is returned on three consecutive occasions because the member cannot be found, it shall not be necessary to send any further notices or documents to the member until he informs the Organisation in writing of his new address.

38.4 **Signature of notices:** The signature of any director or officer of the

Organisation to any notice or document to be given by the Organisation may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

38.5 **Computation of time:** Where a notice extending over a number of day3 or other periods is required under any provisions of the articles or the by-laws, the day of sending the notice shall, unless it is otherwise provided, be counted in such number of days or other period.

38.6 **Proof of service:** Where a notice is required to be delivered personally to the person to whom it is addressed or delivered to his address shall be deemed to be at the time of delivery of such notice.

38.7 **Where such notice is sent by post,** service of the notice shall be deemed to be effected forty-eight hours after posting if the notice was properly addressed and posted by pre-paid mail.

38.8 **Where the notice is sent via internet/cable, telex or telefax** and/or approved communication technology service/s is deemed to be effected on the date on which the notice is so sent.

38.9 **A certificate** of an officer of the Organisation in office at the time of the making of the certificate as to facts in relation to the delivery or sending of any notice shall be conclusive evidence of those facts.

39 **COLLECTIVE MANAGEMENT ORGANISATIONS (CMO)** **RELATIONSHIP**

39.1 The relationship between a TTCO and another CMO shall be governed by the mutual representation agreement concluded between these, by rules developed by the representative International Federation and by national and international laws.

39.2 In addition, and insofar as the subject matter is not included in mutual representation agreements, rules of International Federations or national or international laws, TTCO shall respect the principles explained hereafter.]

39.3 TTCO shall provide information to the other CMO that is complete, consistent, clear and easy to understand.

39.4 TTCO shall provide the other CMO with the most recent annual report and other relevant information including data-management information.

39.5 TTCO shall distribute remuneration received to the other CMO efficiently, diligently “ and expeditiously.

39.6 TTCO shall inform the other CMO about its deduction policies, and any changes thereto.

39.7 TTCO shall, upon request, provide the other CMO with a comprehensive list of bilateral agreements concluded with third CMO, and inform the other CMOs about changes in in the list.

39.8 TTCO shall, upon request, make available to the other CMO accurate and up to date documentation relating to the scope of its repertoire, the rights which it is mandated to administer in respect of such repertoire and the territory in which it is mandated to administer in respect of such repertoire.

40. CHEQUES, DRAFTS AND NOTES

40.1 All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officers or persons and in such manner as the directors may from time to time designate by resolution.

41. EXECUTION OR INSTRUMENTS

41.1 **Contracts, documents or instruments** in writing requiring the signature of the Organisation may be signed by:

- (a) the President or the Vice-President; or
- (b) any other Director together with the Secretary,

and all contracts, documents and instruments in writing so signed shall be binding upon the Organisation without any further authorisation or formality. The Board shall have power from time to time by resolution to appoint any officers or persons on behalf of the Organisation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

41.2 The common seal of the Organisation may be affixed to contracts, documents and instruments in writing signed as aforesaid or by any officers or persons specified

41.3 Subject to section 138 of the Act;

- (c) The President or the Vice-President together with the Secretary, or
- (d) Any two Directors,

shall have authority to sign and execute (under the seal of the Organisation or

otherwise) all the instruments that may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such shares, stocks, bonds, debentures, rights, warrants, or other securities.

42. **SIGNATURES**

42.1 The signature of the President, the Vice-President, the Secretary, the Treasurer or any director of the Organisation or of any officer or person appointed hereof by resolution of the directors may, if specified authorized by resolution of the directors, be printed, engraved, lithographed or otherwise mechanically reproduced upon any contract, document or instrument in writing, bond, debenture or other security of the Organisation executed or issued by or on behalf of the Organisation. Any document or instrument in writing on which the signature of any such officer or person is so reproduced and shall be as valid to all intents and purposes as if such document or instrument in writing had been signed manually and notwithstanding that the officer or person whose signature is so reproduced has ceased to hold office at the date on which such document or instrument in writing is delivered or issued.

43. **TARIFFS:**

43.1 TTTCO shall establish tariffs that are transparent, based on objective criteria that fairly reflect both the commercial value of the TTCO rights and the benefits to Users of those rights.

43.2 The applicable tariffs shall ensure each rightholder appropriate remuneration for the use of such rightholders' rights.

43.3 TTTCO shall, where appropriate, consult in good faith with relevant industry associations in relation to the terms and conditions applying to licenses or tariffs offered by the TTCO, or in relation to rates and conditions of remuneration and compensation schemes.

43.4 Benefits for a User shall be assessed having regard to the TTCO rights used considering;

- (a) the purpose for which such rights are used,'
- (b) the context in which such rights are used,
- (c) the manner or kind of use for which such rights are used; and
- (d) **Benefit for a User** of having to deal with TTCO, rather than each rightholder individually.

44. **FINANCIAL YEAR**

44.1 The directors may from time to time by resolution re-establish from time to time the financial year of the Organisation. From January to December

45. **LICENSING POLICY**

45.1 TTCO shall treat Users fairly, in accordance with its Statute and in accordance with the terms of any relevant license agreement.

45.2 TTCO shall license rights to Users on the basis of objective and non-discriminatory criteria.

45.3 If prior approval of a Member is required for the licensing of such Member's rights, TTCO shall use reasonable endeavors to expedite the approval process.

45.4 If TTCO refuses to grant a license to a User, it shall provide such User with a reasoned written statement explaining such reason.

45.5 TTCO may refuse to grant a license to a user if such user has repeatedly failed to meet contractual obligations previously agreed with TTCO.

46 **WINDING UP**

46.1 Each Member undertakes to contribute to the assets of the Organisation in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for the payment of debts and liabilities of the Organisation contracted before the time at which he ceases to be a Member, and the costs, charge and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding ten dollars (\$10.00).

46.1 The Members may at any time resolve to wind up the Organisation whereupon the assets of the Organisation shall, in so far as they are available for the purpose, be distributed in accordance with Section 316 of the Act.

Dated this 5 day of 2017

Corporate

Seal

PRESIDENT _____

SECRETARY _____