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# **JASRAC**

## **Guide to the Copyright Trust Contract and Membership**

Thank you for considering the entrustment of your copyright to JASRAC. This brochure explains the conditions and the procedures for us to take charge of your copyright, your important property. Please use this as a reference for the consideration of concluding the Copyright Trust Contract with JASRAC, and also as a guide to the application of the Trust Contract.

1. About the Copyright Trust Contract
2. Term of the Trust Contract
3. Choice in the extent of trust of rights
4. Conditions for concluding the Trust Contract
5. About JASRAC Members

FAQ

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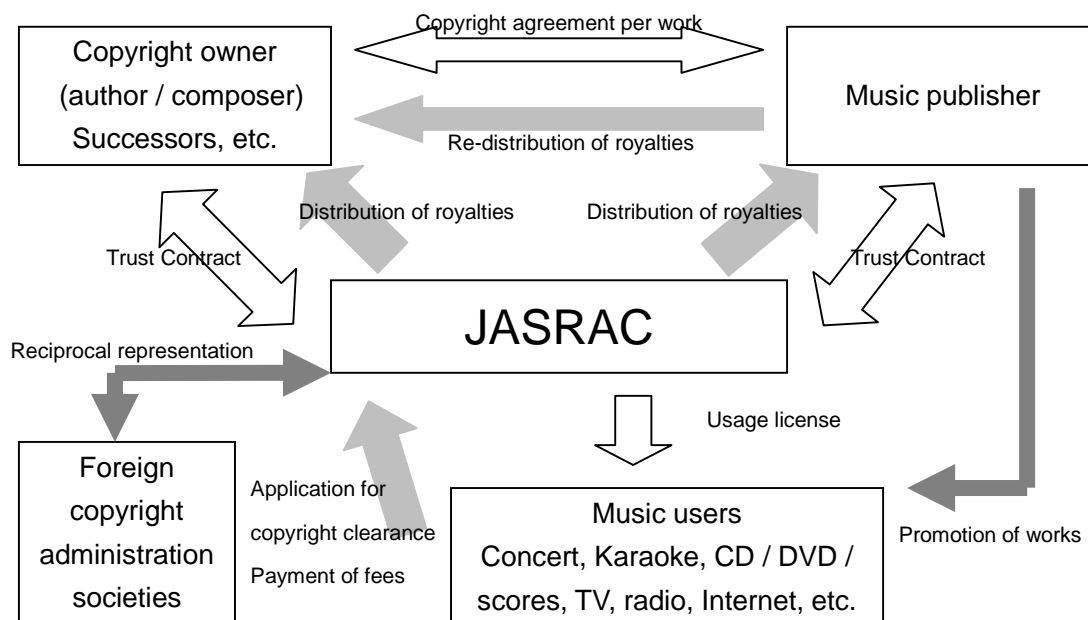
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## 1. About the Copyright Trust Contract

- ▼ “Trust” means to transfer properties, rights, etc to a third person and to entrust their administration for a certain purpose. The person entrusted administers the properties etc. for that certain purpose.
- ▼ When “copyright owners,” such as authors, composers, and music publishers, conclude the “Copyright Trust Contract” with JASRAC, JASRAC collects fees from music users on behalf of “copyright owners” and distributes the relevant royalties to the “copyright owners.”

When copyright is entrusted to JASRAC by concluding the Trust Contract, JASRAC will administer through foreign copyright societies, which JASRAC has agreements with, usages such as overseas performances which are difficult to be administered by an individual or a corporation.

JASRAC is entrusted with and administers copyright based on the “Stipulations for Copyright Trust Contract.” Fees, which are charged against users, are calculated based on the “Tariffs for Use of Musical Works.” Please study the Stipulations and the Tariffs carefully upon consideration. In addition, please note that after the Trust Contract comes into effect, you will not be permitted to license on your own usages other than the exceptions regulated in the Stipulations.



## 2. Term of the Trust Contract

The term of the Trust Contract is 3 years. However, the first contract term will be up to the last day of March which arrives first after two years have passed since the day the Trust Contract was concluded. Unless there is a request to cancel the contract, it will be renewed automatically for another 3 years (there is no renewal fee). However, if there were no distributions in the 1 year and 6 months starting from 2 years immediately before the expiration of the contract term, the contract will expire and not be renewed. Changes in the contents of the contract (e.g. extent of the trust of rights) cannot be made within the 3-year contract term.

\* This procedure is valid for Trust Contracts starting on or after September 1, 2005.

### ♪ Cancellation of the Trust Contract

The Trust Contract can be cancelled on the last day of March by making a request to that effect before the last day of December in the previous year.

## 3. Choice in the Extent of Trust of Rights

Basically, JASRAC is entrusted with and administers any and all copyrights owned and to be owned by Trustor. However, Trustor may exclude a part of his/her copyrights from the ones entrusted to JASRAC. Trustor may exclude his/her rights from JASRAC's administration in accordance with the classification of categories of rights or utilization forms shown below. Please note that Trustor cannot exclude the rights on a per work basis.

### Categories of Rights

- 1) Performing Rights, etc.
- 2) Mechanical Rights, etc.
- 3) Lending Rights
- 4) Publishing Rights, etc.

### Utilization Forms

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|--|
| 5) Recording in Film   |
| 6) Recording in Videogram, etc.<br>(Including Rental Videos) |
| 7) Recording in Game Software                                |
| 8) Recording for Advertisement Distribution                  |
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- |   |
|---|
| 9) Broadcasting / Wire Diffusion        |
| 10) Interactive Transmission            |
| 11) Online Karaoke for Business Purpose |

5) to 8) are the utilization forms included in 2) Mechanical Rights.

9) to 11) are composite utilization forms of 1) Performing Rights and 2) Mechanical Rights.

The following alternatives are not allowed:

- If a Trustor does not entrust JASRAC with 2) Mechanical Rights, he/she cannot entrust the utilization forms 5) to 8) to JASRAC.

- If a Trustor does not entrust JASRAC with both 1) Performing Rights and 2) Mechanical Rights, he/she cannot entrust the utilization forms 5) to 11) to JASRAC.

- If an individual Trustor, who entrusts all of his/her rights to JASRAC, has concluded a publishing agreement with a music publisher for particular work(s), JASRAC will administer the work(s) in accordance with the terms and conditions in the copyright trust contract with the music publisher.
- If you wish to exclude foreign territories from the extent of trust of rights, please contact the Membership Affairs Department.

## ♪ Steps for concluding the Copyright Trust Contract and the application for Membership



Request for application forms (requests can be made any time)

- Please contact the Membership Affairs Department.
- Please inform us of specific examples of any of the following “third party uses”:

Mechanical usage: Record company, release date, and catalog number

Publishing usage: Publishing company, publishing date, and title of publication

Performing usage: Promoter, performance date, venue, and name of event

Broadcasting usage: Broadcaster, broadcasting date, and name of program

On-line Karaoke usage: Karaoke company, on-line transmission date

Interactive transmission usage: Name of website, interactive transmission date

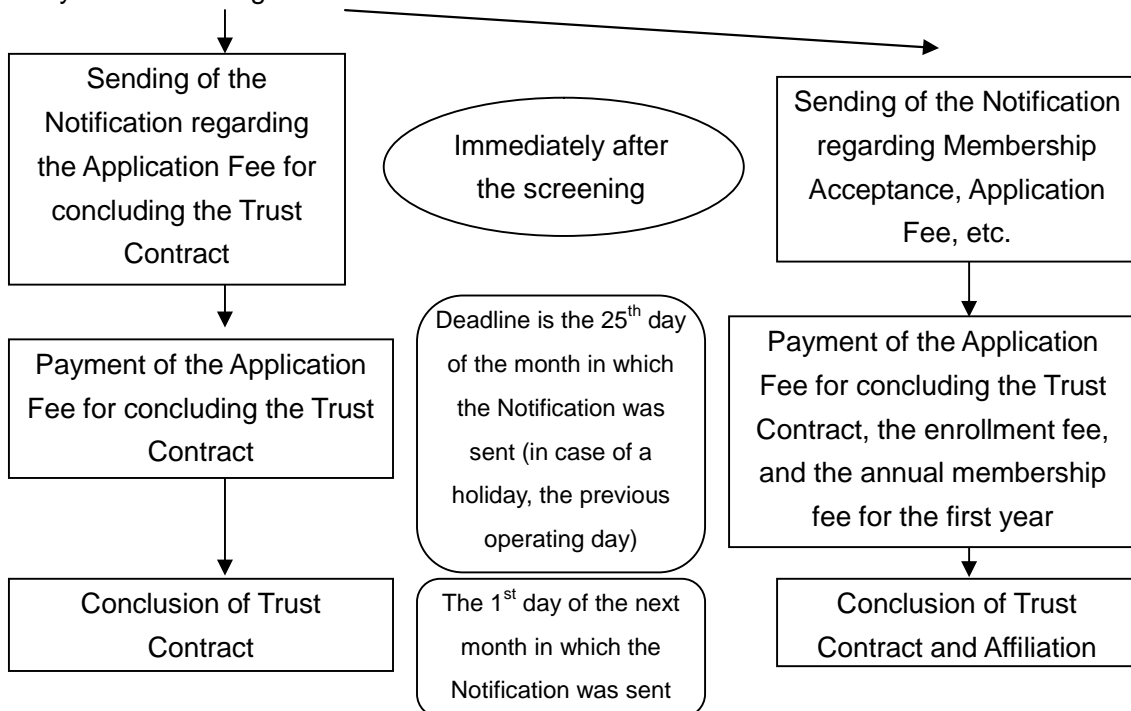
Submission of application forms

Deadline is the 20<sup>th</sup> day of each month

(in case the relevant day is a holiday, deadline is the next operating day)

Screening by the Board of Directors

Early in the following month



## 4. Conditions for concluding the Trust Contract

In order to conclude the Trust Contract with JASRAC, you are required to fulfill the following conditions and to pay an application fee.

If you wish to become a JASRAC member in addition to concluding the Trust Contract, please refer to “5. About JASRAC Members” on page 8.

### ♪ Writers (Composers and Authors)

#### Conditions for concluding the Trust Contract

The person must hold copyright(s) to one or more musical work(s), which have been “third party used” in Japan within the past year as a general rule.

If the work(s) are before the “third party use,” it would be acceptable if the “third party use” is already determined.

→ Examples of “third party uses” are stated on page 7.

#### Fee

Trust Contract application fee: 25,000 yen + consumption tax

#### Documents to be submitted (composers and authors)

- **Application form for concluding the Copyright Trust Contract**
  - **Curriculum vitae**
  - A photograph of your face (taken within the past 3 months, 4cm vertical x 3.5cm horizontal)
  - A copy of your family registry (issued within the past 3 months)  
(For foreign applicants: a document certifying his/her alien registration)
  - Certificate of your seal impression (“*hanko*”) (issued within the past 3 months)
  - **“Work notification form” of the third party used work**
  - **Declaration form of the “third party use” of your work**
  - Documents to prove the “third party use,” such as CDs, etc
- \*For the documents in bold letters, there are JASRAC designated forms.

### ♪ Music publishing companies

#### Conditions for concluding the Trust Contract

1) The company must hold copyright(s) to one or more musical work(s), which the company has concluded a Copyright Transfer Agreement with the copyright owner as the representative publisher. The relevant work(s) must have been “third party used” in Japan within the past year as a general rule. If the work(s) are before the “third party use,” it will be acceptable if the “third party use” is already determined.

→ Examples of “third party uses” are stated on page 7.

- 2) The company must be a legal person. The business contents in its Articles of Association must contain the following businesses as a right-owner music publisher.
- a. Administration of musical copyright
  - b. Promotion of the exploitation of musical works
  - c. Planning and manufacture of original sound masters of compact discs, videos, etc.
  - d. Publication of sheet music
- (a and b are essential, and either one of c or d is necessary)
- 3) The contents of the Copyright Transfer Agreement, which the company concluded with the right owner as a music publisher, must be in conformity with various rules and regulations of JASRAC, such as the Stipulations for Copyright Trust Contract, Articles of Association, and others.

#### Fee

Trust Contract application fee: 75,000 yen + consumption tax

#### Documents to be submitted (music publishing companies)

- **Application form for the concluding the Copyright Trust Contract**
- **Explanation of business contents**
- Copy of the Articles of Association, or copy of the minutes on the occasion of amending the Articles of Association or the objective of business
- Copy of your company's registry (issued within the past 3 months; original copy)
- Certificate of your company's registered seal ("*jitsuin*") (issued within the past 3 months)
- Copy of the "Copyright Transfer Agreement" regarding the publicly released works
- **"Work notification form (s)" of the third party used work(s)**
- **Declaration form of the "third party use" of your work(s)**
- Documents to prove the "third party use," such as CDs, etc
- **Written pledge**

\*For the documents in bold letters, there are JASRAC designated forms.

## ♪ Examples of “third party uses”

“Third party uses,” which is a requirement for the conclusion of the Trust Contract, is roughly explained below.

Please declare one “third party use” out of the following 1) to 6) in the past year.

### 1) “Third party use” by audio or audiovisual recording

The work must be used in the form of CDs, videograms, DVDs, etc distributed nationwide.

However, the above is limited to audio/audiovisual recordings which are planned and produced for general sales in Japan. There must be more than 1,000 copies (grand total) manufactured by audio/audiovisual recording manufacturers which are commercial companies, such as record companies. The use of a work in a product released privately or released by your commission is excluded from the above.

### 2) “Third party use” by publication

The work must be used in a nationally circulated publication.

However, the above is limited to publications which have a retail price and are planned and produced by publishers etc. for general sales in Japan.

The use of a work in a publication issued privately or released by your commission, coterie magazine, etc. is excluded from the above.

### 3) “Third party use” by performance

The work must be performed in a concert which has an admission fee. If the seating capacity of the venue is less than 500, the work must be performed at least three times in the past year.

The use of a work in a performance organized by yourself (or by your company for music publisher) and a performance taking place at “Live house”, hotel, and restaurant, etc is excluded from the above.

### 4) “Third party use” by broadcast

The work must be used in a television or radio broadcast by NHK (Nippon Hoso Kyokai) or a commercial broadcaster (including BS broadcast and CS broadcast).

The use of a work in a wire diffusion, community broadcasting, “mini FM stations,” and broadcasts for events is excluded from the above.

### 5) “Third party use” by on-line Karaoke for business use

The work must be used in on-line Karaoke for business use.

#### 6) “Third party use” by interactive transmission

The work must be used in interactive transmission for commercial use.

The use of a work in a website operated by yourself (or by your company for music publisher) and in a website for user generated contents is excluded from the above.

Personal information acquired by JASRAC will not be used in any other way than is required to conduct the following:

1. Licensing operations, royalty collection operations, distribution of royalties and remuneration for private audio and visual recordings, etc., operations related to the conclusion and maintenance of Trust Contract, acts against copyright infringement, investigation and research, sending of publications such as newsletters, and other publicity in relation to copyright administration of copyrighted works
2. Examination and implementation of plans, investigation and research, and publicity in relation to activities for the promotion of music culture and furthering awareness and understanding of the concept of copyright

\* Personal information may be provided to a third party within the scope required to achieve the above-mentioned purposes.

## **5. About JASRAC Members**

Copyright owner (Author, Composer and Music Publishing Company) who concludes Trust Contract with JASRAC will be called as “Trustor”. Any Trustor who agrees to JASRAC’s objectives and who wishes to contribute to the management of JASRAC can join our membership and become a “member (associate member).”

Any member who newly joins JASRAC first becomes an “Associate Member”. If an Associate Member fulfills certain qualification requirements for a Full Member after a certain period, he/she can become a “Full Member” by taking the necessary procedures.

A Full Member will admitted rights under the act\* to join the operations of JASRAC as one of the JASRAC constitute member (staff), to attend and vote at the General Meetings and to be elected as Chairman, Director and Auditor.

\*[Act on General Incorporated Associations and General Incorporated Foundations.](#)

There is no difference concerning collection and distribution of royalties among a Trustor, an Associate Member and a Full member.

If a person or a legal person wishes to be a member of JASRAC when becoming a Trustor, payment of the enrollment fee and the membership fee as well as the application fee is required.

■ Individual copyright owner (author and composer)

- Required document - Application Form

- Fee

• Enrollment Fee 25,000 yen      • Annual Fee 4,000 yen

(In addition, an application fee for Copyright Trust Contract is required)

■ Music Publisher

- Required documents - Application Form

- Fee

• Enrollment Fee 75,000 yen      • Annual Fee 20,000 yen

(In addition, an application fee for Copyright Trust Contract is required)

**Rights and Benefits of Trustors and Members**

	Contents	Trustor	Associate Member	Full Member
Rights admitted to a member and a Trustor	Reference of Membership List, Operation Report, Balance Sheet	x	o	o
	Attending and voting at the General Meetings	x	x	o
	Rights to be elected as Chairman, Director and Auditor	x	x	o
Welfare etc.	Use of "rest houses" for members	x	o	o
	Consultation on laws	x	o	o
	Consultation on tax matters	x	o	o
	Use of Keyaki Hall	x	o	o
	Use of Members' saloon	x	o	o
	Subscription to JASRAC newsletter	o	o	o

Personal information acquired by JASRAC will not be used in any other way than is required to conduct the following:

1. Operations relating to acquisition and loss of membership
2. Operations relating to creation and maintenance of membership list
3. Operations relating to receipt of membership fee
4. Operations relating to election and resignation of officers
5. Operations relating to administration of the Board of Directors, Councilors Meeting, and General Assembly
6. Operations relating to establishment and operation of committees
7. Operations relating to business concerning members' welfare
8. Besides the above, work based on stipulations of the Articles of Association and its Bylaws
9. Work accompanying the above-mentioned operations

\* Personal information may be provided to a third party within the scope required to achieve the above-mentioned purposes.

## FAQ

**Q. Is Copyright generated only when I conclude a Copyright Trust Contract with JASRAC?**

A. No. Copyright is generated at the time of the creation of a work and is protected under the Copyright Law without any formalities. You can administer your copyright by yourself, but JASRAC cannot collect and distribute royalties on your behalf if you do not conclude a Copyright Trust Contract with JASRAC.

**Q. 1) I would like to register my work with JASRAC so that it will not be plagiarized.**

**2) I would like to register my work with JASRAC so that it will not be used by others freely.**

A. 1) If you have concluded a Copyright Trust Contract with JASRAC, you should register all of your works in the form of a work notification card. Please note, however, that the registration is for correct collection and distribution of royalties, not for preventing your work from plagiarism. The Copyright Trust Contract refers to entrustment of property rights only, and JASRAC cannot intervene into any issues concerning moral rights. Therefore, disputes concerning plagiarism should be solved directly between the parties concerned.

2) If you administer your copyrights by yourself, you can refuse the work from being used against your will. However, if you have entrusted your copyrights to JASRAC, we basically give a license to any usage unless an applicant has failed to take correct procedures for application. If the phrase in the question “it is not used by others freely” means “it is not used without permission,” JASRAC will be able to answer your expectation in full, as we administer copyrights by placing 17 regional offices all over Japan (as of March 2010). JASRAC also conducts copyright administration in a worldwide network by concluding reciprocal representation agreements with 113 foreign copyright societies (as of March 2010), so even if a JASRAC member’s work is used overseas, the society in the relevant country will collect royalties on behalf of JASRAC.

**Q. Can a writer conclude a Copyright Trust Contract with JASRAC even if the writer has an agreement with a music publisher?**

A. Yes. However, there are some cases where a writer cannot conclude a contract with JASRAC. That is when the music publisher concerned does not have a contract with JASRAC. If a work is entrusted with JASRAC

through a JASRAC member music publisher, the work is administered in accordance with the extent of trust of the rights submitted by the publisher, regardless of the extent of trust of rights of the contract with JASRAC as a writer.

**Q. Can I conclude a Copyright Trust Contract with JASRAC if the third party use of my work is by adaptation or arrangement?**

A. Yes, but subject to the following terms and conditions:

- Adaptation

All the right-holders concerned, such as the author, composer, music publisher, etc. should be in agreement with your having some shares for the work (you must submit a letter of consent which you obtained from the other right-holders).

- Arrangement

In the same manner as the adaptation, you must submit a letter of consent which you obtained from the other right-holders for your having some shares for the work. In addition, the work must be approved as an arrangement work by the JASRAC Arrangement Examination Committee.

- Arrangement at the time of the work's publication

The work must be first published on and after April 1, 1998 in the form of a sound recording, such as CDs, etc., and it must have been included in a Karaoke company's repertoire.

**Q. After concluding a Copyright Trust Contract with JASRAC, do I have to pay royalties to JASRAC even when I play my work at a concert organized by myself? Is it possible that I exempt my friend from paying royalties to JASRAC when he uses my work?**

A. Once you have concluded a Copyright Trust Contract with JASRAC, the copyrights of your work are transferred to JASRAC, and JASRAC licenses usage of your work. Therefore, when you play your work in a concert organized by yourself, you must make an application to JASRAC and make payment of the royalties as an organizer.

It is also not possible to make your friends exempted from royalty payment. However, there are cases where your royalty payment is exempted when you play your work at a concert organized by yourself for the purpose of promoting your song to the public. In such cases, we would appreciate your contacting JASRAC before holding the concert.

For further inquiries on the Copyright Trust Contract and JASRAC membership, please contact us at:

### JASRAC Membership Affairs Department

3-6-12 Uehara, Shibuya-ku, Tokyo 151-8540

Telephone: +81-3-3481-2121 (Switchboard)

+81-3-3481-2143 (Direct)

Office hours: 9:00 – 17:00 (excluding Saturdays, Sundays and holidays)

Facsimile: +81-3-3481-2153

E-mail: [kaimu@pop02.jasrac.or.jp](mailto:kaimu@pop02.jasrac.or.jp)

Website: <http://www.jasrac.or.jp> (Japanese)

<http://www.jasrac.or.jp/ejhp> (English)

