

# **REGULATION ON THE DEED OF ASSIGNMENT TO BE SUBMITTED TO THE COLLECTING SOCIETIES**

## **SECTION ONE**

### **Purpose, Scope, Grounds and Definitions**

#### **Purpose**

**ARTICLE 1** – (1) The purpose of the foregoing Regulation is to lay down the principles and procedures regarding the deed of assignment to be submitted to a collecting society by the authors of intellectual and artistic works, related rights holders as well as other economic rights holders, in order to become member of the collecting society.

#### **Scope**

**ARTICLE 2** – (1) The foregoing Regulation pertains to the format and content of the deeds of assignment to be submitted to the collecting societies by the rightholders as well as rights and liabilities of both rightholders and collecting societies within the framework of the deeds of assignment.

#### **Grounds**

**ARTICLE 3** – (1) The foregoing Regulation has been drawn up based on the Law on Intellectual and Artistic Works No. 5846 of 5/12/1951, Article 42/A, seventh paragraph, and the Bylaws on the Collecting Societies and Federations of Authors of Intellectual and Artistic Works and Related Rights Holders enforced upon the Council of Ministers Decision No. 99/12574 of 10/3/1999.

#### **Definitions**

**ARTICLE 4** – (1) For the purposes of the foregoing Regulation, the following terms shall refer to the definitions hereby assigned to them:

- a) Ministry: Ministry of Culture and Tourism,
- b) Subjects of related rights: Performances, phonograms, productions and broadcasts,
- c) Rightholder: Authors, related rights holders and other economic rights holders,
- ç) The Law: Law on Intellectual and Artistic Works No. 5846 of 5/12/1951,
- d) Collecting Society: Societies established pursuant to the provisions laid down in the Law, with a mandate to protect the common interests of authors of intellectual and artistic works as well as related rights holders, to manage and pursue the rights granted by the Law, and to ensure that the royalties are collected and distributed to the rightholders,
- e) Deed of Assignment: Document through which a rightholder authorizes the collecting society in writing for the management and pursuit of certain economic rights as well as collection and distribution of royalties, and based on which reciprocal rights and liabilities between a rightholder and a collecting society shall arise.

## **SECTION TWO**

### **Principles on the Deed of Assignment, Rights and Liabilities of Collecting Societies and Rightholders within the Scope of the Deed of Assignment**

#### **Deed of Assignment**

**ARTICLE 5** – (1) Rightholders shall be obliged to submit a deed of assignment to become a member of a collecting society, which has been issued in accordance with the principles hereof as well as the terms and conditions determined by the collecting societies. Upon the submission of the deed of assignment, the collecting societies which would become authorized to exercise the rights subject to deed of assignment in the form of an exclusive license, shall have the exclusive authority for the collection and distribution of royalties.

(2) The rights referred to in the deed of assignment shall apply to the rightholders' all published works or works that have been made public as well as the subjects of related rights, in the field across which the collecting society operates. When determining the works which the collecting societies are authorized to represent, and determining the subjects of related rights, the notifications made by the members using the method decided by the collecting societies shall be predicated on.

(3) Representation agreements signed by collecting societies with other organizations and agencies abroad, which pursue the same goals as them, shall be effective as a deed of assignment.

#### **Matters that shall be covered in a deed of assignment**

**ARTICLE 6** – (1) In the deeds of assignment rightholders would submit, they shall accept and commit that:

a) They would be transferring the authority to exercise the economic rights referred to in the deed of assignment exclusively to the collecting society for a period of at least five years, and in the event that a notification indicating otherwise is not made, through a notary office, one year before the period laid down in the deed of assignment expires, the period of authorization would be deemed to have been extended -for one time only- for another term,

b) They would fulfill the liabilities imposed by the Bylaws on the Collecting Societies and Federations of Authors of Intellectual and Artistic Works and Related Rights Holders, by the bylaws of the collecting society of which they are a member, and by the deed of assignment, and abide by the distribution guidelines of the collecting society,

- c) They would pay for the amount deducted by the collecting society and the membership fee,
- ç) They would individually list the types of economic rights associated with the deed of assignment and other rightholders if exists,
- d) They would notify the collecting society in the event that they have transferred the economic rights associated with the deed of assignment, to another party,
- e) They would report the works for which they hold the rights, and the subjects of related rights, subsequent to the creation of these works, using the method to be determined by the collecting society,
- f) They would hand over a copy of the work and the subjects of related rights, in a format to be requested by the collecting society, to be kept in the collecting society's archive,
- g) The collecting society would have the authority (of collecting society) to grant permission to exercise the rights associated with the deed of assignment, to natural and legal persons who have requested to do so, without having to notify the rightholders.

#### **Rights and liabilities of a collecting society within the scope of the deed of assignment**

**ARTICLE 7** – (1) The collecting society shall be authorized and have a liability to exercise, on its own behalf, the rights subject to deed of assignment to be submitted by the rightholders, to allow third parties to exercise the rights or prohibit them from doing so, to receive the fees paid in exchange for their uses, to resort to all kinds of judicial, administrative and enforcement means for pursuing and collecting the rights, and to ensure their follow up.

(2) Those who have been granted permission by the collecting society to use the work and the subjects of related rights, shall be entitled to grant the same permission to other parties, on condition that they reach an agreement with the collecting society.

(3) In the event of the demise of the rightholder, the deed of assignment shall be maintained with their legal heirs. Until the inheritance has been legally proven, and where there are multiple heirs, until one of them has been assigned as proxy, the sums to be paid in the meantime shall be retained by the collecting society. Where, following the demise of the rightholder, the revenues to be paid to the rightholder are not high enough to cover for the expenses and membership fees for four years in a row, the deed of assignment shall expire at the end of the next calendar year.

#### **Rights and liabilities of rightholders within the scope of the deed of assignment**

**ARTICLE 8** – (1) The rightholder who has submitted a deed of assignment may allow to a third party use the rights associated with the deed of assignment, only if permitted by the collecting society. Nevertheless, even if rightholders have authorized the collecting society, they shall be entitled to allow other parties to use their work and the subjects of related rights for non-commercial purposes, in line with the method determined by the collecting society.

(2) The rightholder may transfer, in part or in whole, the rights referred to in the deed of assignment, to third parties. In that case, the deed of assignment shall be deemed to have been terminated in terms of the transferred rights as well as the work and the subjects of related rights, and as long as the deed of assignment remains in effect, the distribution fees shall be paid to the person about whom the collecting society has been notified.

#### **Termination of the Deed of Assignment**

**ARTICLE 9** – (1) Rightholders shall be entitled to terminate the deed of assignment, on condition that they send a notification, through the notary office, by giving at least six months' notice.

(2) Where the Deed of Assignment has been terminated following a notification made by the member, or for any other reason, the collecting Society may decide that the termination would not take effect before the end of the calendar year.

### **SECTION THREE Miscellaneous and Final Provisions**

#### **Standard deed of assignment**

**ARTICLE 10** – (1) Each collecting society shall draw up **standard** deeds of assignment and required forms, in accordance to the principles laid down hereof.

#### **Revoked regulation**

**ARTICLE 11** – (1) The Regulation on the Deed of Assignment to Be Submitted by the Authors of Intellectual and Artistic Works, published in the Official Gazette No. 19211 of 4/9/1986 is hereby revoked.

#### **Transitional Provisions**

**PROVISIONAL ARTICLE 1** – (1) Members of collecting societies who have yet to submit a deed of assignment as of the date on which the foregoing Regulation enters into force, shall submit a deed of assignment in line with the provisions hereof, within six months after the effective date of the foregoing Regulation.

(2) Deeds of assignment which were issued prior to the effective date of the foregoing Regulation shall be renewed in line with the provisions hereof before 1/1/2023, even if they have not yet expired.

#### **Entry into Force**

**ARTICLE 12** – (1) This Regulation enters into force on 1/1/ 2021.

#### **Enforcement**

**ARTICLE 13** – (1) The provisions hereof shall be enforced by the Minister of Culture and Tourism.