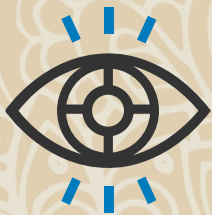


SERALA SA TLHAMO

Vol 1 - Edition 2



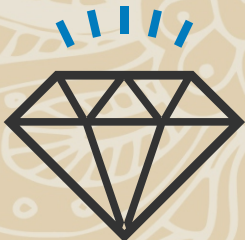
VISION

To be the best
Collective Management Organization



MISSION

We empower Creativity



VALUES

Results Driven
Botho and Integrity
Transparency and Accountability
Teamwork





EDITORS NOTE

As we approach year end we at COSBOTS take this occasion to thank all who shared with us their talents, achievements, their thoughts most importantly their journey in the arts industry. It would be amiss for the editor not to express gratitude to all our Readers, our Stakeholders principally University of Botswana Visual and Performing Arts department who have given their all to share great articles many of which shifted focus to the intellectual mirror. We wish to unequivocally thank the University for their invaluable contribution to this newsletter and to our Monitor Newspaper column dubbed 'The Copyright Platform'.

Gone are the days when the creative industry was but a mere past time, with no consideration for any financial reward whatsoever. Ladies and gentlemen, I am sure we can all agree that the creative industry is a meaningful business enterprise capable of putting food on to the table for those involved in the industry. In order to help develop careers in the industry we are all duty bound to nurture talent from the very early stage in a talented child's life.

Pablo Picasso once said *'every child is an artist – the problem is how to remain an artist once he/she grows up'.*

COSBOTS welcomes you to the second edition of SERALA SA TLHAMO. In this edition we shall now dig deeper on Intellectual Property issues that affect our day to day lives, social media and its effects on the arts industry and commercializing the Arts business.



MAFOKO A MORULAGANYI

Mo pading e e fitileng re nnile le sebaka sa go go tlišetsa maele a go tshela ka bodiragatsi ka kakaretso. E ka nna poko, mmino, bokwadi, botaki, tsa ditshwantsho tsa motshikinyego le tse dingwe. Go gatela pele, re ne ra buisana ka mosola wa kompone ya COSBOTS ga mmogo le go lekodisana ka fa modiragatsi a ka jang mofufutso wa phatla ya gagwe ka teng.

Mo mosepeleng wa rona wa botlhami maitemogelo, pharakano ya megopolo le tlhotlheletso tse di rotloediwang mo go rona ke go leka go tsholetsa le go bapatsa kgwebo, re ka dumalana ntle le pelaelo gore tiro ya botlhami e tlhokana le thuto le thotloetso e ntsi. SERALA SA TLHAMO se tsaya nako e go tswelala ka go baya pele tse o ka di dirang o le modiragatsi gore e sere gongwe wa fitlhela maloba e le maabane, dinonyane tsa loapi di go amogile dithata bogolo jang mo dinakong tsa maranyane le mafatlhatlha a inthanete.

Mo pading e e fitileng, re ne ra wetsa padi ya rona ka maranyane a sesha le kafa a amang bodiragatsi ka teng. Gompieno re go fa maele a go dirisa maranyane a, ntle le go amogwa ditsagago le go tsibosa ka tse o tshwanelang go di itse pele ga o ka tsenya kgotsa wa romela ditiro tsa gago ka maranyane a segompieno le tse dingwe dikarolo tse di botlhokwa mo tirong ya rona ya go kgatlha leitlho mmadi le mmogedi.

Intellectual Property refers to all creations of the human mind. It is divided into Copyright and related rights on the one hand, and on the other, Industrial Property Rights. To encourage and enable talented authors to continue creating works of quality, most countries today give them special rights known as copyright, to control the use of their works.

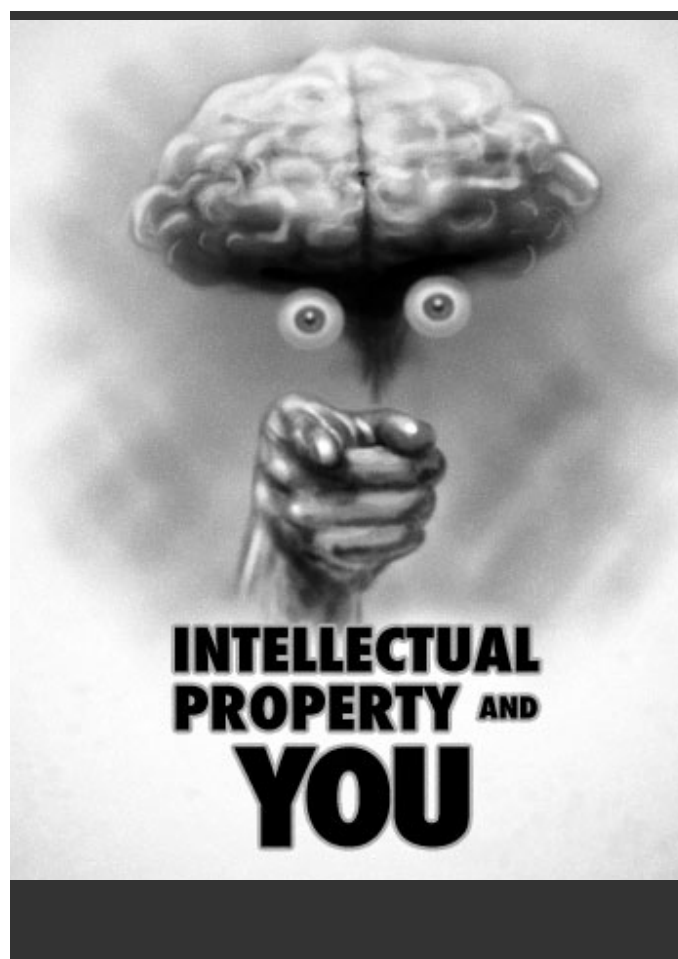
COPYRIGHT

Copyright is a branch of intellectual property, which grants exclusive rights to the author of an original literary or artistic work. The owner of the literary or artistic has the sole right to authorize or prohibit the use of his works.

Copyright protects original works while neighbouring rights (also called related rights) protect the performances, original recordings and broadcasts of works.

Neighbouring rights are rights that do not attract copyright protection but enable literary and artistic works to reach the public. These rights are;

- **The rights of performers:** this right grants performers the right to authorize or prohibit others from fixing their performances, reproducing fixed performances, communicating and making available to the public fixed performances
- **The rights of producers of phonograms;** copyright law grants producers of sound recordings the right to authorize or prohibit third parties from reproducing, importing, adapting and making available to the public works they produced
- **The right of broadcasting organisations;** broadcasting organisations have a right to authorize or prohibit re-broadcasting, fixation, reproducing of fixations and communication to the public of their broadcasts



HOW IS A COPYRIGHT OBTAINED

Authors do not have to go to CIPA or COSBOTS to protect their works since Copyright protection is automatic. It subsists in a work upon creation. The author's work is protected right from the moment he/she creates a literary or artistic work. Registration or recording of a work is voluntary, the absence of which does not invalidate copyright protection.

Section 3 (1) of the Act provides that "A literary and artistic work shall not be considered as a work protected by copyright under this Act unless it is an original intellectual creation in the literary and artistic domain". That is, copyright does not protect an idea.

COLLECTIVE MANAGEMENT ORGANISATIONS (CMO's)

Many instances have over the years, demonstrated that individual management of rights is practically impossible. It would mean that the individual creator must contact and negotiate with all radio and television broadcasters, and many other users who use their copyright works, while at the same time doing what they do best – creating works. On the other hand, the different users, likewise would have to contact each and every rights holder and obtain permission to use their works.



Due to this impracticability of managing the above activities individually for both the rights holders and users of works, a CMO has become an essential link between both users and creators of works. The presence and operation of a CMO such as COSBOTS therefore, enables the creator to focus on what they know best, which is creation of Copyright works, while leaving the management of their rights to someone who specializes in management of rights.

COSBOTS and Companies and Intellectual Property Authority (CIPA)

The Companies and Intellectual Property Authority (CIPA) and the Copyright Society of Botswana (COSBOTS) have different functions that creators of copyright works ought to know. CIPA is mandated to protect intellectual property rights through the administration of legislation namely; Copyright and Neighbouring Rights Act, (CAP. 68:02), which provides for the protection of the rights of authors, artists and creators, as well as protection of their literary and artistic creations, which are generally referred to as "works".

On the contrary, COSBOTS sets licensing tariffs and distribution rules, and are approved by CIPA, which has a supervisory role over COSBOTS.



THE JOURNEY TO COSBOTS MEMBERSHIP BEGINS

Registration for COSBOTS membership

The strength of a Collective Management Organization (CMO) is determined by the size of its repertoire. Repertoire consists of information about the Society's registered members, their works, such as songs, agreements as well as information on members of sister Societies.

COSBOTS MEMBERSHIP REGISTRATION

CONTINUED

A CMO primarily provides a service to its various stakeholders that include documentation, licensing, royalties' collection and distribution. In addition, and as a general practice, a CMO would also provide other ancillary services such as member benefits, which include cultural promotion, lobbying, training for creators, events, festivals, and sponsorships.



Societies across the different regions around the globe carry out registration processes as a way of gathering information about right holders and their works. The process of gathering this information is referred to as documentation. The information so gathered forms the basis on which royalties are distributed. Without the documentation process being carried out it would be impossible to distribute royalties.

As a compassionate Society, COSBOTS recognizes that some of our deceased rights holders were bread winners for their families and has enabled such beneficiaries to benefit from royalties of their family members. Copyright law makes a provision for artists to be entitled to their Copyrights throughout their lives and in addition, they continue to be entitled to their royalties posthumously for a period of 50 years after they are deceased.



COSBOTS REGISTRATION

PROCESS

COSBOTS registration process is outlined in the membership and distribution rules of the Society. The rules document governs membership and the processes guiding how artists can become members. It is therefore, necessary for all applicants or those wishing to apply to acquaint themselves with the membership rules.

This is important for applicants to be aware of the various processes of membership application and for successful applicants admitted as members to also be aware of their rights and obligations upon becoming a member.

The registration process commences with applicants meeting the basic requirements by presenting to the COSBOTS Documentation and Distribution Department the following items:

1. A copy of the work being notified – for literature, a copy of the book, journal or magazine, sculptures, a photo of the sculpture, for visual arts, pictures of the paintings or photos.
2. In case of publishers and producers, a certified copy of certificate of incorporation or business name will be required, certified by the Companies and Intellectual Property Authority (CIPA). Copies of agreements with composers and authors of works are also required.

3. For identification: Three (3) recent passport size photographs and a copy of identity card/passport/birth certificate.
4. For citizens of Botswana, a certified copy of national identity card or (birth certificate if less than 16 years and should be accompanied by a parent or guardian).
5. A valid passport for foreigners and residence permit (people under the age of 16 should be accompanied by parent/s or guardian).
6. Copies of written agreements for works of joint ownership, commissioned works or works made-for-hire in which ownership of rights have been transferred.
7. Names of group members and a nominated representative if it is a group/band or choir.
8. Death Certificate from Civil and National Registration if applying on behalf of a deceased person.
9. Any other document that can assist to prove or support your claim to copyright ownership in the work.
10. Bank Account Details of the applicant/s as well as those for the beneficiary(ies).

Once all the aforementioned documents have been furnished to COSBOTS, save for completing the relevant COSBOTS membership forms, the applicant would have then satisfactorily fulfilled the eligibility requirements. The membership forms referred to above include completion of an individual membership form, group membership form and works notification forms. Applicants are in addition to meeting the basic requirements need to complete the above forms.

On completion of the forms the applicant is then accorded provisional membership. The Society will then proceed with the formal and substantive assessment of the provisional member's documents and works. This assessment includes authentication of the work submitted. Authentication describes the assessment process that is aimed at ascertaining the originality of work by a panel of experts who are convened for such purposes.

An applicant can remain a provisional member for a period not exceeding 6 months. After completion of the assessment process the applicant is recommended to the Board for approval to become a full member of COSBOTS.

Membership of any person shall cease upon:

1. the expiry of the period for which copyright is held and the right holder shall no longer be entitled to distributions of royalties.
2. Absolute sale or disposal of the rights protected under copyright to a third party.
3. A member may also give notice of not less than 3 months, in writing for the Society to determine his/her membership and if such notice has been accordingly accepted by the Society membership shall cease accordingly.
4. Membership of a limited company may cease upon liquidation of the company. The rights controlled by the company will then remain so vested for a period of seven years following the liquidation of the company. Any payments to the company in this case will be made to the person entitled to receive debts due to the limited company.

As an organisation representing the interest of all members, existing and potential, COSBOTS encourages all potential members to continuously familiarise themselves with the above information outlining the registration processes of the Society. Members are encouraged to register all their works to benefit

from collective management of their copyright works and royalty distributions by the Society. Membership is free of any charge and allows members to participate and benefit from influencing policy making through a vote during general meetings.

THE DISTRIBUTION OF ROYALTIES

As a Collective Management Organization (CMO), COSBOTS is charged with a mammoth task of building a comprehensive database of rights holders (members) and their original works. This is known as documentation as said earlier and forms the primary basis from which the process of distributions of royalties commences. Distribution as defined by our rules, means any allocation or dissemination of collected licensing fees, (monies) otherwise referred to as royalties, to rights holders and owners of copyright works.



It is crucial for a CMO to have effective and efficient documentation and distribution systems to best achieve its mandate. Many modern time CMOs continuously evaluate systems for both online delivery of information and to handle their documentation and distribution processes.

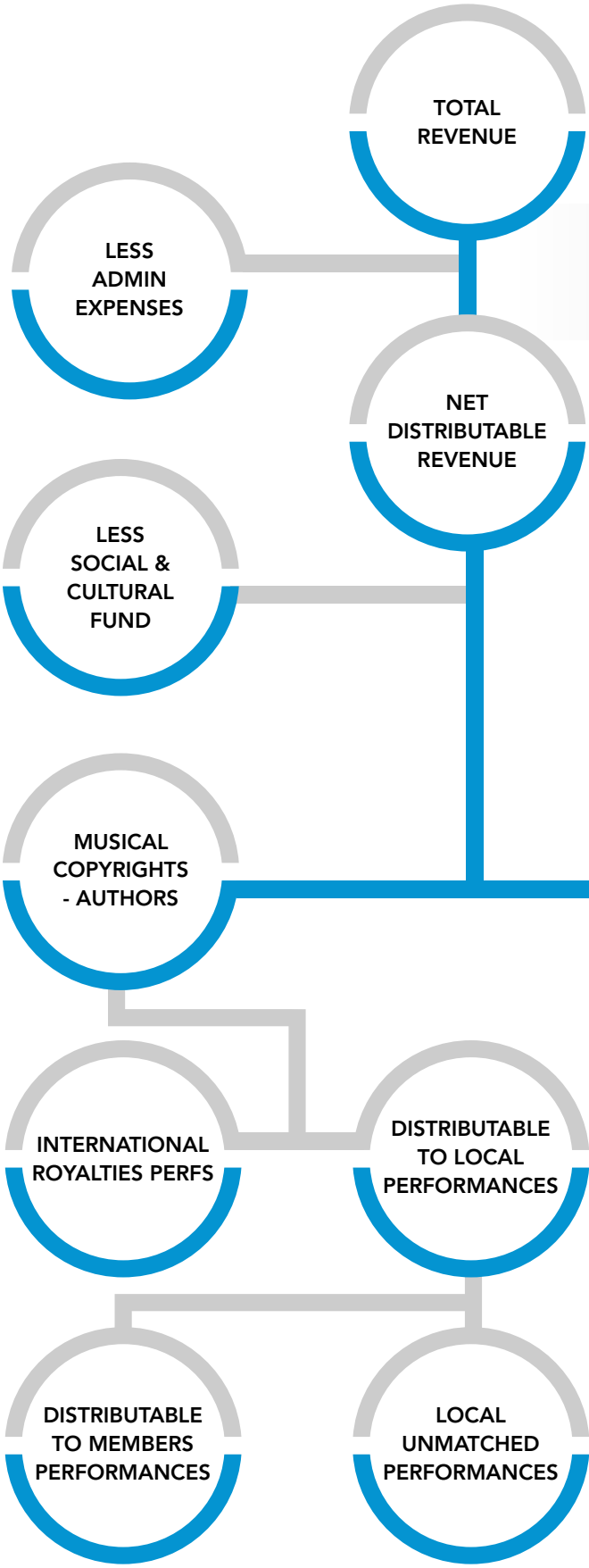
Allocation of royalties is based on the frequency of exploitation or usage of the right holders works/songs by the various categories of users. The actual allocation exercise is painstakingly tedious. The CMO needs to ensure that the distribution is fair and equitable and is in accordance with international rates. To ensure this desired outcome, each one of the COSBOTS distributions has required months of data processing.

To run a distribution process, it is important to consider the following essential components:

1. Is there revenue available for distribution? The revenue must be identified, analyzed and quantified.
2. It is advisable to align the Society's distribution period with its financial period.
3. The Society makes deductions for both administration expenses and for the social and cultural fund in arriving at the Net Distributable Revenue (NDR)
4. A defined performance period must also be determined: For example: April 2016 to September 2016. It means that all program logs sheets falling within that period are used for all users licensed for this period. The performance period must include the distribution classes of users, for example radio broadcasters, television broadcasters etc.
5. Documentation must be in place as earlier indicated.

COSBOTS distributes royalties among members and members of affiliated societies according to the established distribution rules. Society's distribution rules differ from country to country and so are distribution methods used.

The Society's distribution rules, which are published for public consumption and can be found on the COSBOTS website contain specific guidelines regarding the breakdown in percentage terms of how royalties are shared between each key role. Performers may be distributed through a separate distribution which is also based on rate of performances.



BREAKDOWN OF THE ROYALTY REVENUE
(FOR ILLUSTRATION ONLY)

- Steps to determining the Value per Song:**
- A: Total # of songs played by a broadcaster in a given period: 100,000
 - B: Total net royalty paid by broadcaster: P2,500,000
 - C: Point Value (value per song): $B/A = P25$
 - D: Number of times a certain son "XYZ" was played: 85
 - E: Total royalty due to a song "XYZ": $C * D = P2,125$



THE BUSINESS OF THE ARTS

It is a well-known fact that art is now a recognized business. Engagement in the production of art, whether material or otherwise, is a very lucrative business. The creative industries sector is currently one of the fastest growing sectors globally. Its potential is limitless. Here in Botswana, the contribution of the cultural and creative industries (CCIs) to Gross Domestic Product has previously been indeterminate, negligible or very low. Indications are that this situation is changing and could change very fast depending on what public policy and strategies we as a nation come up with, but also and more importantly, what artists individually and collectively do. Do artists approach their craft as business or as mere leisure that occasionally yields financial returns?

What this means is that increasingly, artists must establish themselves as legally constituted entities that can contract and be contracted; that can sue and be sued; entities that have an independent legal existence separate from that of the artist himself/herself. Now registering a company has certain implications in so far as how one conducts their business. That has the net effect of encouraging artists to conduct their work in a business-oriented manner. They know they must make an annual return to CIPA at the end of each financial year; they also know they must submit a tax return to the Botswana Unified Revenue Service at the end of the tax year. All these requirements necessarily compel the artist/company owner to keep proper transactional records. This in turn, would enable the artist/business owner to determine the performance of his/her artistic enterprise at the end of the year. Has one made a profit or a loss? Or has one merely broken even.

But all this can only happen if the artist himself/herself is self-disciplined and takes his/her work seriously. One needs to have clear objectives as to why they do what they do and have some aspiration of where they would like to be in each period of time and work towards achieving that. This calls for some level of planning; some form of strategizing on how to reach the heights one would have identified. In the 1990s, there was a tennis star by the name of Pete Sampras. He used to win his matches in the shortest possible time. He would serve 'aces' that were unreturnable. Once a commentator asked him why he does not allow his games to go a bit longer by desisting from being so 'clinical' and his response was that the tennis court was his office and his responsibility was to do the job as thoroughly, efficiently and quickly as possible. He said that he could not risk playing a game that could lead to his loss and denying him bread on the table. Artists can learn a lesson from Sampra. When one is on that stage singing, acting, dancing or in a small room writing a novel, a play or a poem, one is essentially in the 'office' and one requires to wear the discipline of the office. What this means is that when the artist gets contracted by his/her company to perform somewhere, the artist needs to deliver to expectation. The artist needs to deliver a quality performance and on time. His/her conduct and behavior have to similarly be professional. He/she needs to earn respect from his/her customers and the public in general. That way, the artist is enhancing his/her brand and prospects for further business contracts and hence financial gains are increased.

(Story by; Dr Thulaganyo Mogobe, University of Botswana)

SOCIAL MEDIA & ITS EFFECTS ON TODAY'S CREATIVE SPACE

Many of us overlook the terms and conditions for social media websites that we use and yet this is what determines our legal relationship with them. If you are using social media to promote and advertise your work, then it is important you understand what you are signing up to.

Of course, this is easier said than done and quite often the legal jargon can be a barrier to understanding the terms and conditions and knowing what rights you could be signing away. This is why we unpack the issue by putting together this fact sheet to highlight the key things you need to know.

When you sign up for a social media account you will be asked to agree to the website's standard terms and conditions. These not only govern what type of content you may post on the website but also how that content may be used by that website and others.

If you intend to promote your work through social media the website terms may require that you do this in a specified area (**e.g. Facebook pages**) or with a different type of account (**such as a business account instead of a normal user account, e.g. Pinterest**). You should also be aware that certain content may not be permitted on the website, e.g. nudity and other extremely graphic images or depictions of violence.

Who owns the rights to creative content posted on social networking media websites?

Copyright generally belongs to the creator – unless there is an agreement to the contrary or it is created during employment in which case the employer will own the copyright in the work. As the copyright owner, you own the exclusive rights to reproduce, copy, communicate, distribute and license your creation as you see fit. While you generally retain the copyright, once you post your work on these websites you effectively grant a license for your work to be used in accordance with their terms and conditions.



What is a License:

A license simply grants someone permission to use your content in a specified way for a specified purpose. It is still, however, a binding contract so it is vital to be aware of the terms applicable to the user and host. When you grant a license you still retain the copyright to all your content. This differs from an **'assignment'** where the copyright is permanently transferred to someone else.

Legal wording - what to look out for in the terms and conditions

When agreeing to a social media website's terms and conditions, you are effectively confirming the terms of their license. This license is legally binding.

You may come across any of the following words or phrases:

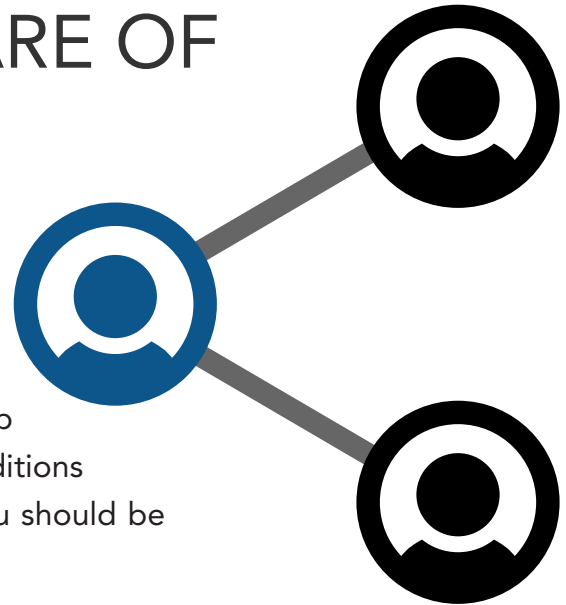
- 1) **'Non-exclusive'**: this means that you are free to upload or license your work to other parties including websites. An exclusive license would be highly restrictive in this context because you would be excluded from allowing any other party (including yourself) from making use of the work.
- 2) **'Royalty-free'**: this means that the service provider doesn't need to pay you for the right to use your work, even if the service provider uses your content commercially. If the license is non-exclusive you are of course free to license the same work to others and ask them to pay for the usage.
- 3) **'Sub-licensable'**: this means that the licensing party can grant rights of use to other parties. This is essential for social media websites because users would not otherwise be able to share your content with other users or repost it.
- 4) **'Modification'**: websites request this right to adjust the size or display properties of the image for example. However, this could potentially include other modifications you might not have approved of otherwise.
- 5) **'Incorporation into other works'**: this grants the right for your content to be used as part of other copyright works, for example, a photograph representing the website that includes your content. You would still retain the copyright in your content, however a separate copyright could also exist in the new work.
- 6) **'Perpetual'**: this does not necessarily mean "forever" if there are provisions made for termination. In such a situation the license may continue indefinitely until it is terminated.
- 7) **'Irrevocable'**: this means you technically cannot terminate the license. However other terms, such as a **"specified termination condition"**, may decide whether it really is non-terminable in all situations. For example, Twitter, Facebook, Instagram, Pinterest and Flickr currently require you to grant them a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use your copyright protected works. These licenses are therefore extremely wide, mainly because the model allows users to share and reproduce that content across the website.

One of the key terms to look out for is the purpose for which a license is granted. This may be specified as "for the sole purpose of promoting the website" or, a purpose may not be specified at all. It is worth noting whether the purpose of a license includes commercial use of copyright protected work.

WHAT SHOULD I BE AWARE OF WHEN SHARING MY WORK ON SOCIAL MEDIA?

Read the terms and conditions:

When you sign up to a social media platform, you will be asked to agree to its terms and conditions. It's worthwhile taking the time to read them as they will govern the relationship you have with the platform and its users. The terms and conditions create new contractual rights and obligations for you, so you should be aware of what you are signing up to.



Unlike a contract between individuals, social media terms and conditions can't be negotiated. If you don't agree with them, you may have to consider whether you want to use the platform.

By accepting the terms and conditions, you are granting a licence:

Social media platforms require you to grant a licence. This allows them to display your content and to make it accessible by users anywhere in the world.

In general, you retain the copyright in your work when you upload it to social media platforms, but usually the following requirements will apply:

- 1) Anything you publish on the platform is sub-licensable, meaning the platform can authorise another company to use your work.
- 2) Your content is usually available for free, meaning you won't receive any royalties for the content you publish on the platform.
- 3) Licences are usually non-exclusive, so you can still use the same work elsewhere.

Some platforms give their other users permission to access or display your work, which means they can replicate it in their personalised dashboards or share it on other social media platforms and web applications.

Unauthorised uses of your work:

Although some platforms encourage sharing, the way someone uses your work may be an unauthorised use, for instance, if someone uploads your content onto their own account without your permission.

So whilst social media platforms can be a cost-effective way of promoting your work, in making it accessible, you are increasing opportunities for it to be copied and used by others without your permission – also known as **copyright infringement**.

Different countries, different laws:

When you accept the terms and conditions, a valid contract will take effect. The governing law clause will tell you under which country's laws the contract has been made. This is important as copyright laws can be substantially different from one country to another. Often the terms and conditions of social media platforms are governed by US law - usually Californian state law as a lot of platforms are headquartered

Requesting to remove your work:

One benefit of most laws is the 'notice and takedown procedure'. This allows you to request the platform to remove unauthorised uses of your work.

Your works may still appear online even after you delete your account:

Many social media platforms state that their terms and conditions continue to apply even after you deactivate your account, so your works and links to your content might remain accessible.

Keep an eye on updates to the terms and conditions:

Social media platforms may change their terms and conditions at any time and continued use of the service might signify your acceptance of the changes. Usually the social media platform will notify you by email in advance, so it's a good idea to check these updates for any changes to the terms and conditions that may affect your rights.

How can I protect my work on social media?

If you decide to post your works on social media, we have some useful tips to help you protect it:

- 1) Use the copyright symbol with your name and the year of creation next to your work. This informs people that you are the copyright holder and encourages them to seek permission if they wish to reproduce it.
- 2) Consider adding watermarks to your images, lyrics and scripts. Many digital editing programmes can help you do this.
- 3) Share only low-resolution images. This limits the range of infringements that can occur.
- 4) Only post what's necessary to promote your style and range of work and link your works back to your website where you control the terms and conditions.
- 5) Keep track of the works you publish and on what social media platforms you have published them on. This may help you in the event of an infringement.



MARANYANE A SOCIAL MEDIA



Ke tlhoka go ela eng tlhoko pele
ke anamisa ditlhamo mo
maranyaneng?

E a re mmutla a re o lobelo, marota a re ke
namile. Tlhaloso ya sekapuo se, e nkgakolola
thata ka mabaka a re iphitlhelang re tshela mogo
one mo malatsing a dilo tse di tlhofaditsweng ke
sesha; maranyane le matlhale a a di tlhalefetseng.

Lefatshe la Botswana le eme matsetsekwane go inakanya le
KBE (Knowledge Based Economy), itsholelo ya dikitsokitso,
kgatelo pele e senang bana ba phefo. Rona ba mhama wa tlhamo e
bo e se tlholo ntsha, e le dilo re di tshela gale.

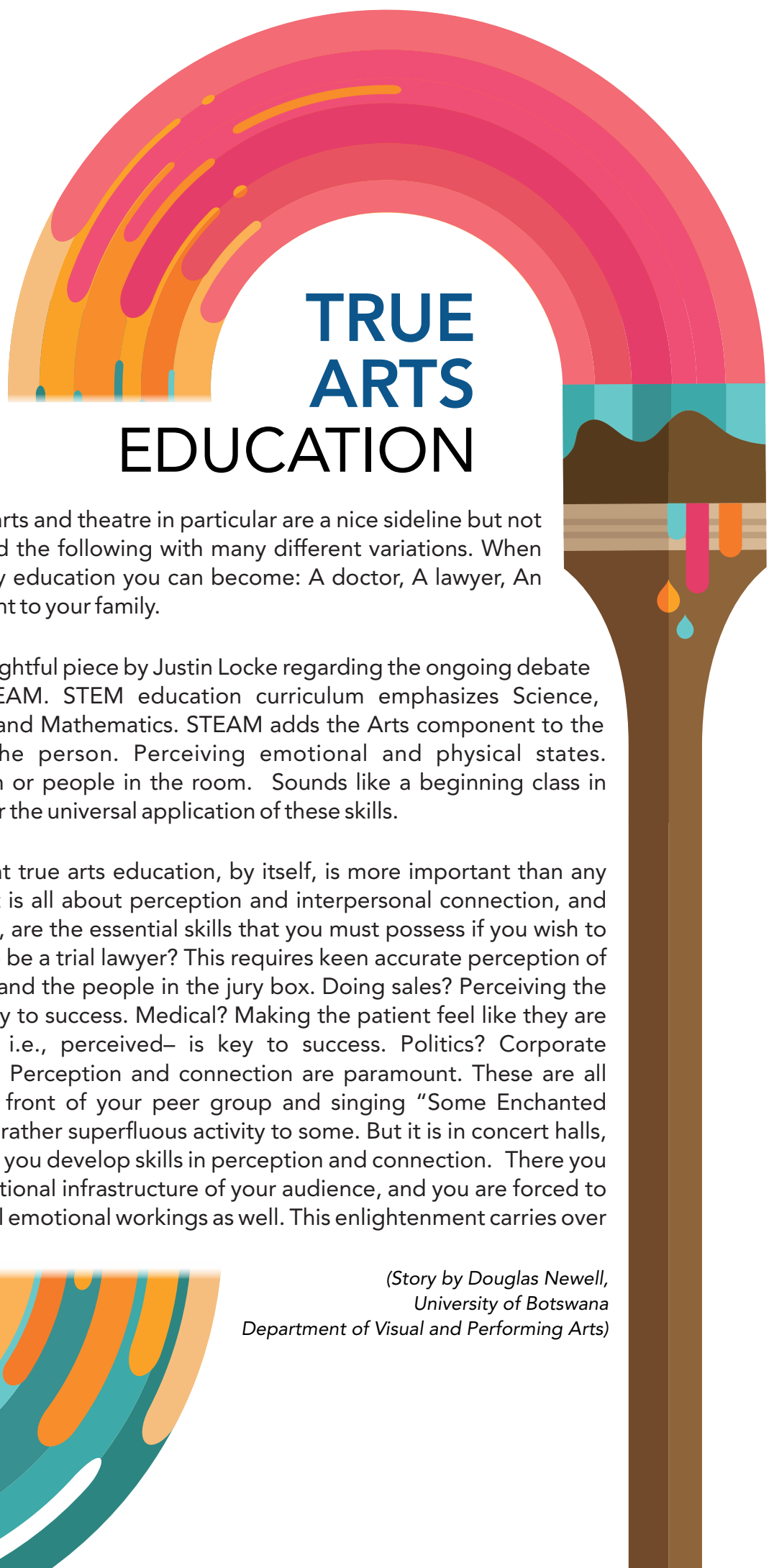
Dikitso tsa tiriso ya maranyane a sesha tse di atlegileng thata ka go bidiwa
Social Media, ke mengwe ya metlhale e re fitlhelang e le bofebo segolo bogolo
mo go tsa ipapatso, ele mashi a tswang thobeng a le phepa.

Ela tlhoko melao le melawana :

Fa o tsena mo mafaratlhatlheng a, o lemotshiwa ka melao le melawana. Go botlhokwa go ela se tlhoko,
go tsaya nako go e bala ka jaana e laola ka fa tiro e o tsenang mo go one e tla nnang ka teng. Gantsi re
iphitlhela re wetse fela re sa ela tlhoko tse re di amoganang le dithata dingwe tse di felelang di re
latlhegetse ka go amogela ditumalano tsa motlhale o re sa tsaya tshwetso tse di maleba.

Kgakololo

Pele ga o tsaya tshwetso ya go dirisa metlhale e, lemoga gape gore o fa bagokaganyi ba maranyane a,
teseletso ya go dirisa ditlhamo kgotsa ditiro tsa gago. Ikgolaganye le ofisi ya rona go gakolola pele ga o
tsaya ditshwetso tsa mofuta o, fa o na le ketsaetsego.



TRUE ARTS EDUCATION

Many people believe the arts and theatre in particular are a nice sideline but not a proper career. I've heard the following with many different variations. When choosing a path in tertiary education you can become: A doctor, A lawyer, An engineer, A disappointment to your family.

In this article I share a thoughtful piece by Justin Locke regarding the ongoing debate between STEM and STEAM. STEM education curriculum emphasizes Science, Technology, Engineering and Mathematics. STEAM adds the Arts component to the concept. Listening to the person. Perceiving emotional and physical states. Connecting to the person or people in the room. Sounds like a beginning class in acting. Read on to discover the universal application of these skills.

"The big point here is that true arts education, by itself, is more important than any other academic pursuit. It is all about perception and interpersonal connection, and these, not any STEM skills, are the essential skills that you must possess if you wish to truly excel. Do you wish to be a trial lawyer? This requires keen accurate perception of the judge, the witnesses, and the people in the jury box. Doing sales? Perceiving the customer's emotions is key to success. Medical? Making the patient feel like they are being truly listened to— i.e., perceived— is key to success. Politics? Corporate leadership? Fund raising? Perception and connection are paramount. These are all artistic skills. Standing in front of your peer group and singing "Some Enchanted Evening" may seem like a rather superfluous activity to some. But it is in concert halls, not in chemistry class, that you develop skills in perception and connection. There you acquire access to the emotional infrastructure of your audience, and you are forced to deal with your own internal emotional workings as well. This enlightenment carries over to everything else."

*(Story by Douglas Newell,
University of Botswana
Department of Visual and Performing Arts)*





Know Your Customer (KYC)

KYC is the basis of a strong COSBOTS compliance information programme. The purpose of KYC is to keep an up-to date database of our members for ease of contact and communication.

Failure to comply with KYC requirements by members impacts the effectiveness of COSBOTS in discharging its mandate, and on the other hand, the members miss out an opportunity to enjoy their dues because of discrepancies in their records, denying them a chance to receive their payments in case their banking details and contacts have changed.

In the just concluded distribution 11, we saw a substantial number of dishonored payments from the banks due to either closed accounts or unreachable mobile numbers. In addition to the scenario, COSBOTS possesses about P500,000, comprising the money of artists who are either not COSBOTS members, or our members whose works have not yet been registered. To distribute this money, we implore non-members to seek COSBOTS membership, and our existing

members to come forth and update their works, and other demographic details. Below are vital details that need an update, thus;

- 1) Contact details
- 2) Bank details
- 3) Residential address
- 4) Next of kin updates
- 5) New works declarations

To comply with the KYC initiative, members or applicants must complete COSBOTS change details form CR07 at the office or can be downloaded from our website – www.cosbots.com

Current Status with KYC

COSBOTS is engaging with other stakeholders in the industry, notably broadcasters and industry associations to help reach out to their members. We are very hopeful this initiative will bear fruits in the long run. In the meantime, COSBOTS is revamping its website to make it more user friendly; with this facility fully functional, we are very hopeful that the current and potential members will find it handy.

COSBOTS MAKES STRIDES

ON A COLOSSAL PUBLIC EDUCATION & LICENSING ENDEAVOR TO ENFORCE THE COPYRIGHT ACT

In one of our past encounters with our Members we alluded on the fundamental need for rigorous Public education to not only the Creators and authors but to the other groups who continue to live on the sidelines, some being prospective Creators who are still lost in the world of procrastination.

During many of our stakeholder engagements with business entities, government and Members it has been obvious that COSBOTS still has a long way reaching out and fully embossing what the law of copyright entails and to further expound the repercussions of not adhering to the act.(Copyright and Neighboring Rights Act).

In order to fulfil its mandate, COSBOTS continues to engage artists, users, local authorities, law enforcement agencies and government departments.

In on our next edition we shall discuss the hot topic of Licensing in a Collective Management organization and Reprographic rights management. We will also share ideas and tips for actors and interrogate the myths of memorizing scripts.



(COSBOTS facilitated at the week-long Poetavango arts festival in Maun recently)

Copyright protection provides a vital incentive for the creation of many intellectual works. Without copyright protection, it would be easy for others to exploit these works without paying any royalties to the owner of the work. COSBOTS therefore, encourages Users of any copyrighted work to comply at all times as it will create a favorable climate to stimulate economic activity for the owners of the works.

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Copyright Society of

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Copyright Society of Botswana

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