



LICENSING COPYRIGHTS IN TANZANIA AND ZANZIBAR

Have you ever heard a song being played on an advert or a TV show and you couldn't wait to Shazam it the next time you heard it? Odds are, the ones playing the advert or those behind the TV show licensed the work from the record label and artist who sang it.

When you create something-let's say a painting-you have copyright over that work. As the owner of the work you can control who can use your work and in what manner. For example, you may allow someone to use your painting in a commercial or music video.

Licences allow third parties to use other people's works when in normal circumstances it would have been considered copyright infringement. Once you license your work, you can dictate how the licence should be carried out. For example, the duration of the licence, how the licensee can use your work and so forth. Although the licensee has some right over your work, it doesn't mean they have full control over what they can do with it.

Licences can either be exclusive or non-exclusive, in whole or in part, and are subject to registration with both the Copyright Society of Tanzania (COSOTA) and the Copyright Society of Zanzibar (COSOZA).

LICENSING COPYRIGHTS IN TANZANIA

Licensing copyrights are provided for under section 17 of the Copyright and Neighbouring Rights Act of 1999. Under this provision, a non-exclusive licence has been defined to mean a licence that *"...shall entitle the licensee to carry out the act concerned concurrently with the author or other owner of copyright and concurrently with any other possible non-exclusive licensees."*

In other words, non-exclusive licences allow the owner of the copyright to exploit his work while also allowing other licensees to do the same. While an exclusive licence as per the Act, *"shall entitle the licensee to carry out the act concerned to exclusion of all others, including the author or other owner of copyright."*