

SAMPLE CONTRACTS – INFORMATION SHEET

[SAMPLE CONTRACT BEGINS PAGE 5]

Disclaimer

(a) Whilst these templates were drafted to safeguard the interests of songwriters and composers as fully as possible according to the current industry norms, such agreements directly affect the rights of members to exploit their works. In this respect we strongly recommend that you seek independent legal advice before entering into any agreement. As part of your BASCA membership, you have access to specific legal advice if you do not yet retain a lawyer.

(b) These contracts are provided as an educational resource only. The Explanatory Notes are intended as a guideline highlighting some issues particular to each contract. These documents do not constitute legal advice and BASCA cannot therefore accept any responsibility for action taken as a result of information provided herein. BASCA shall have no liability for any damage caused by errors or omissions in any information, contract, website section, instructions or scripts provided by us in connection with the contracts.

Explanatory Note:

A. Contracts: an overview

Exclusive licence: a license granted on an exclusive basis will mean that the Licensee will be have sole control over the works and that the writer cannot enter into another agreement for the same works.

Non-exclusive licence: if an agreement is made on a non-exclusive basis, the writer is free to sign other agreements or licence their works to other parties without compromising the first agreement.

In the case of publishing agreements for example this can occur in respect to songs other than those assigned in the contract (i.e: it is non-exclusive in respect of the writer as a composer but exclusive on the songs assigned).

Licensee: the person or organisation who wishes to place your music to film.

Licensor: the person or organisation who wishes to place your music to film.

B. Our types of sample contracts

Commissioning contract: this is a contract of services where a composer is asked to create music under specific instructions. Some commissioners may argue the doctrine of 'work made for hire' applies to the commission.

Joint songwriting agreement (collective works): this is where several individuals contributed to the work, but where the contributions to the work can be differentiated and the authors of the composition, lyric and music are identified as different individuals.

Joint songwriting agreement (joint works): this is where several individuals contributed to the work, but where the contributions to the work cannot be differentiated and the all contributors collectively own all the rights. Despite this collective ownership, shares of the income are distributed at the contributors' discretion (subject to their agreement).

Session agreement: this is an agreement whereby musicians consent to perform or be recorded performing in a sound recording. This does not give performers any rights in the composition or its exploitation unless otherwise agreed.

Single song assignment: this is an agreement for the assignment of a single song (as opposed to a catalogue) and can be made on an exclusive or non-exclusive basis.

Synchronisation licence: this license allows the composer to grant permission to another party to place their music in film. The synchronisation right authorises the coupling of songs with images which can include motion pictures, television productions, advertisements and DVD productions such as corporate films or promotional videos.

A synchronisation license may be accompanied by a commissioning contract outlining to commission details of the music to be synchronised. In this case the synchronisation licensee will be the same person or organisation as the commissioner and, as such, the fees in one of the contracts may be of £0.00. Do ensure the fees outlined adequately compensate you for the commission and the synchronisation.

C. Rights

Author's rights: as the author of a copyright work, a writer owns and controls the copyrights on the compositions. The composition is usually defined as the word and music embodied (but not the recording itself).

Scope of rights: it is important to be aware of the type of use required by each contract and ensuring that no types of usage are added to the contract as 'giveaways' without the necessary compensation to the writer.

For example in the case of granting a performance right for specific events, any recording of that performance has to be granted separately and gives rise to additional rights. Do ensure that such additional rights are cleared where necessary and that you receive the appropriate remuneration for such uses.

Moreover, scores used for the performance should be returned or destroyed (including electronic copies) after the performance.

Moral rights: in the UK these rights are (i) the right to be credited as author of the works, (2) the right to object false attribution of works and (iii) the right to object to defamatory treatment of the works (i.e. the writer can object substantial changes in the music or lyrics or object certain usages of the works). The concept is that an author can assert the above rights even after assigning the copyright.

The writer keeps their moral rights in relation to third parties but not in relation to the publisher (with the exception of the right to be credited). This means that the publisher is not obliged to credit the writer or prevent false attribution or defamatory treatment but the writer can still assert those rights against third parties.

Type of use: contracts often contain a provision of use for "all media whether now known or to be devised". This ensures that a license will apply to any technology created even if it is not explicitly included in the contract. Writers may wish to negotiate a strict restriction of the scope of use to exclude some uses.

Rights period:

Copyright: the composition, lyrics and music are protected until 70 years after the death of the author.

Sound recording: the full period of copyright last 50 years after the death of the composer for the recording.

The rights can be granted for the life of copyright (as above) or for a shorter period called "Rights Period" which ranges from 10 to 50 years. 20-25 years is considered fair and standard.

Territory: the Territory refers to the region(s) in which (i) the Publisher will look to exploit the songs herein assigned, and (ii) the Publisher will collect income for the exploitation of the songs herein assigned. The writer may negotiate to limit the territories to which a licence applies (this will be most applicable to use in advertisements) but generally speaking rights are granted for worldwide use.

Reversion: in case of breach of contract, where the contracts are not fulfilled, or termination of contract, the rights assigned may revert back to the writer. This may require serving notice to the licensee or publisher. Any use of the rights will still require remuneration.

Rights of third parties: the writer is generally required to warrant (i.e.: ensure) that any rights of performers are not compromised by their agreements. The writer will usually be required to obtain the relevant consent forms.

Performers' consents: this means that all the performers of the recording to be licensed or synchronised have consented to be recorded.

Audit rights: writers can audit the publisher's accounts through a qualified auditor once a year provided they meet the formal requirements (e.g.: 30 days' notice). If an underpayment of 10% or more is found out by the auditor then the publisher will usually be required to pay the writer the sum underpaid plus interests.

D. Uses

Assignment: The label is able to transfer this agreement to a third party provided that they remain primarily responsible for the fulfilment of the obligations to the Writer in this agreement. Commissioning Film/TV production companies will usually want the copyright in the commissioned music to be assigned to it. Once the music is assigned, it becomes the Commissioner's property and the Composer cannot use it again.

Rental and lending rights: again, if this has not already been expressed in your commissioning contract, or if the licensee is not the commissioner your fee should take possible rentals / lendings into consideration.

Rental and Lending: if Rental and Lending rights have not been referred to in a commissioning contract, or if the licensee is not the commissioner, the composer should be aware of the possibility to include a fee for "equitable remuneration" to take possible rental/lending of the production into consideration.

Sound recording: It may not be possible for publishers to obtain a license for the use of the Sound Recordings directly from the Writer in the event that the Sound Recordings have been assigned and are controlled by a third party Record Label. There shall be no problem acquiring such license from Record Label as long as the Recordings are used solely for promotional purposes.

E. Revenue

Revenue: this is the basis used to calculate royalties.

Royalties: the royalty percentages within the following ranges are considered fair and balanced:

Sheet Music Royalties: this income is usually a share of the net receipts or a percentage of the suggested retail selling price of each copy of sheet music.

Mechanical Royalties: these are royalties paid by the record label for making copies of the song (both physical and digital). This royalty is a percentage of the dealer price of the record and can vary depending on formats.

Synchronisation Fees: this is the income generated from putting music on films, TV programs, and video games. This can take the form of an upfront fee which is shared between the record label and publisher, or can be distributed as royalties.

Broadcast/Performance Income: this is the income collected by a collecting society (PRS, ASCAP, GEMA, etc.) for the public performance of the music at establishments, through radio broadcasts and streaming. The publisher's share is added to the writer share and not included within it.

Advances: advances are an initial remuneration to the writer by the publisher taking the form of a payment. Advances can be non-returnable or recoupable from the writer's share of royalties.

Non-returnable advances: this means the writer does not have to repay the advance in case income generated by any type of exploitation is insufficient to recoup the amount given.

Fully recoupable: the first monies made from the exploitation will generally go towards recouping advances, studio time (if applicable) and other agreed (with the writer) costs incurred by the publisher.

Costs:

Commission fee: sub-publishers may wish to charge a commission fee for the administration of copyrights. A commission between 10% and 15% of the gross royalty income collected by that sub-publisher is generally considered fair. This commission may increase for covers and synchronisation starting at 20% and can be as much as 50%.

Direct costs: any Costs deducted from revenue occur before the royalty is paid and shall be directly related with the exploitation of the songs. These costs cannot be general costs of running the publishers business or overheads.

Writer's share: this refers to the monies collected by the collecting societies (PRS, ASCAP, BMI, GEMA, etc) which are to be paid directly to the Writers. In the event they are paid to the Publisher, as mentioned in "Revenue" above (Clause 2); they shall pass these monies on to the Writer without applying any type of charge or commission.

F. Termination

Schedules: these are located at the end of agreements and contain lists of relevant elements including a list of the compositions being assigned from writer to publisher for example or those compositions for synchronisation.

Termination: at the natural end of contract, all rights should revert back to the writer; for a publishing agreement this means the writer will resume responsibility for collecting income and securing new usages for the songs.

The termination clauses regulate the process for early termination of the contract. For example, if the publisher fails to pay royalties, the writer may terminate the contract. In this case, written notice of default on payments is required; if after 30 days the publisher has not resumed the payments the writer may terminate the agreement immediately after sending notice of termination. Account auditing and court action may be necessary to recover the money owed. If a publisher terminates the contract due to the writer's breach of contract or bankruptcy, the publisher is still required to pay royalties to the writer. In this event, the reversion of copyright will not occur automatically.

Joint and several liability: where agreements are made with a group, each individual member can be liable both as part of the group and individually, even after they have left the band. In the event of a breach, the injured party may choose to sue the group or a particular individual for that breach of contract.

Dispute resolution: arbitration and mediation are alternative methods of dispute resolutions that do not involve court proceedings. Any settlement reached in such a process will be legally binding.

Parties may prefer to opt for court action.

If a writer fails to take proper legal advice before signing music agreements, this may render the agreement unenforceable against them in a court of law. Labels and publishers should take all reasonable efforts to ensure the writer understands the agreement and wish to be bound by it; they should expressly encourage writers to take legal advice from an independent expert before signing any agreement.

SINGLE SONG ASSIGNMENT
[SAMPLE AGREEMENT DATED 2015]

Assignment of Publishing Rights in Certain Compositions:

THIS AGREEMENT is made thisday of

BETWEEN

1. **[PUBLISHER'S NAME]** of **[Publisher's address]** (hereinafter "**the Publisher**")

PRO Affiliation:

.....

PRO Number:

.....

The following is designated **Administrator** for the Publisher who shall communicate on behalf of the Publisher, and receive all correspondence:

[Name of Administrator] of **[Administrator's place of work]** (hereinafter "**the Administrator**");

AND

2. **[WRITER'S NAME]** of **[Writer's address]**

PRO Affiliation:.....

PRO Number:.....

[WRITER'S NAME] of **[Writer's address]** (hereinafter "**the Writer(s)**")

PRO Affiliation:.....

PRO Number:.....

IT IS HEREBY AGREED:

1. DEFINITIONS

1. In this Agreement, the following expressions shall have the following meanings:

1.1. At Source/ At Revenue: shall mean all gross monies received by the Publisher or its sub-publishers and/or licensees "At Source" and directly identifiable as being from the exploitation of the Composition received by or credited to the Label or its sub-Labels as appropriate, after allowing for the following deductions only:

- a. Taxes required to be and actually deducted in any part of the Territory;
- b. Commissions deducted by third party collection society charges (including mechanical rights societies and performing right societies); and
- c. Sums payable to arrangers, adaptors and translators by way of remuneration, or to any co-writer where Composition are not wholly written by the Writer.

1.2. Commencement Date: this Agreement shall commence on the date when it has been signed by all the parties.

1.3. Composition: shall mean the whole or (when the Writer has co-written or co-arranged the same) the Writer's entire contribution to each of those musical works set out in Schedule 1 to this Agreement.

1.4. Cover: shall mean a recording of a Composition (performed by an artist other than the Writer or group in which the Writer performs) which has been procured by the sole and direct endeavours of the Publishers its sub-publishers or licensees in any part of the Territory.

1.5. Rights Period: shall mean a period of..... (...) years from the date of Commencement of this Agreement or until this Agreement is mutually terminated by the consent of ALL parties in writing.

1.6. Territory: shall mean [all countries of the Universe].

1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2. ENGAGEMENT

2.1. This Agreement shall be deemed effective as of the date designated by the Writer with their signature of this Agreement.

2.2. The Publisher wishes to have the benefit of the non-exclusive services of the Writer as a writer and/or composer of musical works as listed in Schedule 1 of this Agreement.

2.3. The Writer wishes to assign to the Publisher copyright and other ancillary rights and licenses vested in designated musical compositions pursuant to the terms of this Agreement and is entitled to do so.

3. ASSIGNMENT OF RIGHTS

3.1. In consideration of the payment of the sum of one pound (£1.00) by the Publisher to the Writer (receipt of which is hereby acknowledged) the Writer now assigns to the Publisher with full title guarantee the whole and entire copyright and all right title and interest of the Writer in the Composition throughout the Territory for the Rights Period.

3.2. The Writer hereby acknowledges and agrees that the Publisher shall, subject to the terms hereof, be exclusively entitled in the Territory to collect all monies earned there from (other than the so called "writers share" of public performance income if such rights have been granted to any performing rights society) during the Rights Period. This Agreement shall be regarded as a certificate for the purposes of the Performing Right Society's Rule.

3.3. The rights assigned in this Agreement shall include (without limitation):

- a. The sole and exclusive right to print, copy and otherwise graphically reproduce and to publish the Composition in any form and by any and all means and the sole and exclusive right to sell, distribute, hire, lend to the public or otherwise dispose of such reproductions and copies;
- b. The sole and exclusive performing rights, including the "grand performing rights" (such grand performing rights not to be exercised without the Writer's prior written approval) in the Composition and the sole and exclusive rights to make a dramatico/musical composition of the Composition;
- c. The sole and exclusive right to reproduce and exploit the Composition by means of mechanical reproduction by way of record or any mechanical carrier of audio and/or audio/visual recordings whether now known or hereafter developed.
- d. The sole and exclusive right to make adaptations and arrangements of and alterations and additions to the Composition at the discretion of the Publisher, including the right to add lyrics or new lyrics thereto, to provide translations of the Composition(s) or new lyrics in other languages or to add music and to authorise others so to do provided that no adaptation, arrangement, alteration or addition of a material nature nor any changes to the

English lyrics of any Composition shall be made without the prior written approval of the Writer. The copyright in all such adaptations, arrangements, alterations, additions, translations, lyrics, new lyrics and music shall, subject always to the applicable laws and rules of mechanical and performing right societies in each country of the Territory be owned by the Publisher but shall be assigned to the Writer on the expiry of the Rights Period or upon earlier termination of the Publishers' rights in accordance with the terms of this Agreement.

e. The remuneration of any arrangers, adapters and translators shall be governed by the relevant rules of the performing right societies, mechanical right societies and other bona fide collection agencies to which they and/or the Publisher, or its agent or licensee, shall belong. If no such rules are applicable then their remuneration shall be at the reasonable discretion of the Publisher;

f. The sole and exclusive right, subject to the prior written approval of the Writer to reproduce and exploit the Composition by means of synchronisation with any cinematograph film, television film or production or to use in connection with any commercial or advertisement;

g. The sole and exclusive right to lease, hire or lend to the public copies of the Composition, whether printed copies, mechanical reproductions or other copies or reproductions;

h. The sole and exclusive right to broadcast or re-broadcast or make the Composition available to the public by means of radio or television and by any other means whatsoever and to transmit the Composition to subscribers to a diffusion service.

i. The right to use and to authorise or permit others to use the Writer' names and professional names and to the extent that they have been approved by the Writer, the Writer' photographs, likenesses, portraits, images, autograph facsimiles and biographical material in connection with the use and/or exploitation of the Composition hereunder;

3.4. All the rights granted to the Publisher by the Writer pursuant to this Agreement are subject to the rules of any performing right society to which the Writer may from time to time belong.

4. RE-ASSIGNMENT

4.1. All rights in the Composition shall automatically revert to the Writer upon expiry of the Rights Period.

4.2. Notwithstanding anything set out in this Agreement, if any Composition shall not have been exploited by any of the methods outlined in Clause 6 herein within one (1) year after the date of this Agreement, the Writer shall be entitled to notify the Publisher by written Notice that the Writer requires rights in that Composition to be reassigned to the Writer.

4.3. If none of the uses referred to in Clause 6.3. herein has taken place in any part of the Territory in respect of such Composition within a further period of thirty (30) days after the date of receipt by the Publisher of such notice, then the Composition shall at the expiration of such further period of thirty (30) days, automatically revert back to the Writer.

5. PUBLISHER'S RIGHTS

5.1. The Publisher shall be exclusively entitled to administer all Compositions on the terms hereof for the Rights Period throughout the Territory.

5.2. The Writer shall promptly at the Publisher's request and expense institute or defend in any part of the Territory in the name of the Writer any suit action or proceedings which the Publisher shall deem appropriate or necessary for the protection defence or maintenance of any of the rights or interests aforesaid in relation to the Composition or any of them and shall co-operate fully with the Publisher in any controversy which may arise or litigation which may be brought concerning the Publisher's rights and interests hereunder and the Writer hereby irrevocably authorises and appoint the Publisher to institute or defend any suit action or proceedings described above which the Writer fail for any reason to institute or defend.

- 5.3. In the event that the Publisher elects not to institute a claim then the Writer shall have the right to bring any such proceedings in their own name and solely at their own expense and in such event any sums recovered by the Writer shall be retained in their entirety by the Writer.
- 5.4. The Publisher may assign the benefit of this Agreement or any of its rights or benefits hereunder in whole or in part to any associated company or to any person firm or company who owns or hereafter acquires a substantial portion of the Publisher's stock or assets or with whom Publisher may merge who is actively engaged or intends immediately to be engaged in music publishing and who shall in each case agree in writing with the Writer to observe and perform the Publisher's obligations hereunder and who shall then be entitled to the rights and benefits to which the Publisher is entitled hereunder or such of them as are also assigned and all the representations warranties and undertakings of the Writer herein contained shall to the extent of such assignment thereupon ensure for the benefit of such assignees.

6. PUBLISHER'S OBLIGATIONS

- 6.1. The Publisher shall if so requested by the Writer in writing grant to any record company a mechanical licence at MCPS standard rates in respect of any of the Composition.
- 6.2. The Publisher shall use its best endeavours to ensure that:
 - a. The Composition are promptly registered with the applicable mechanical and performing right societies throughout the Territory;
 - b. No sampling licence in respect of the Composition is granted without the prior written consent of the Writer; and
 - c. All necessary steps are taken in respect of the proper administration of the Composition.
- 6.3. The Publisher shall use its best endeavours to procure:
 - a. A recording of the Composition for the purpose of reproducing the same on a record or other sound bearing contrivance, digital download and/or visual image producing contrivance or device for sale to the public; or
 - b. The publication of the Compositions in printed form for sale to the public, including the preparation and editing of the work for use in a hire library; or
 - c. The grant of a licence for the synchronisation of the Compositions with any advertisement, jingle, film, television, video cassette, computer game mobile phone operative or disc or any other visual producing device; or
 - d. A public performance of the Compositions, including but not limited to a transmission on radio television internet or similar computer network.
- 6.4. If any of the Composition has been specially written for a film the Publisher shall use all best endeavours to exploit that Composition for the benefit of the Writer by means additional to the inclusion of that Composition in the soundtrack of that film and the public performance or broadcast of that film or its inclusion in a cable programme service.

7. ADVANCES

- 7.1. The Publisher shall make the following Payments to the Writer in advance of and recoupable from the royalties and fees payable to the Writer pursuant to Clause 8 herein:

.....

- 7.2. The advance payments set out above shall be non-returnable but recoupable by the Publisher out of any and all fees and royalties (but not advances) at any time payable to the Writer pursuant to this Agreement to the extent that no royalties shall be payable until all previously paid advances shall have been recouped in full from the Writer's share of fee and royalties shown to be due and owing.
- 7.3. Any agreed amounts paid by or expended by the Publisher on behalf or at the request of the Writer shall be fully recoupable against royalties set out below.

8. ROYALTIES

- 8.1. In respect of exploitation of the Compositions the Publisher agrees to pay to the Writer (subject to recoupment of the advances and other recoupable payments) royalties as follows:
 - a. Sheet Music Royalties: fifty percent (50 %) of Net Receipts
 - b. Mechanical Royalties: fifty percent (50 %) of Net Receipts
 - c. Synchronisation Fees: seventy-five percent (75%) of Net Receipts
 - d. Broadcast/Performance Income: fifty percent (50%) of the "publisher's share" of all performing fees received by the Publisher from the broadcast/public performance of the Compositions.
 - e. Other Income: seventy-five percent (75%) of Net Receipts from any other source being directly identifiable as from usage of the Compositions and not otherwise specifically referred to in this Agreement.
- 8.2. There shall be payable to the Writer on Revenue which shall mean sums actually received by the Publisher in the United Kingdom minus the following permissible deductions:
 - a. Royalties and/or commissions to sub-publishers and/or licensees which may not exceed fifteen percent (15%), except in the case of covers and synchronisations for which the retention may be twenty five (25%), of the sums arising at source and directly and identifiable from the exploitation of the Compositions; and
 - b. any direct costs and expenses actually incurred and paid by the Publisher or its sub-publishers and/or licensees in earning Revenue, including without limitation, the costs of manufacture and distribution of sheet music, songbooks and other graphic reproductions of Compositions.

9. ACCOUNTING AND WITHHOLDING TAX

- 9.1. The Publisher shall account to the Writer quarterly in respect of each accounting period within thirty (30) days of 31st March 30th June 30th September and 31st December in each year for all sums received, together with a remittance by the Publisher to the Writer of all sums thereby shown to be due. The Publisher will forward any payment due to Writer with such statement.
- 9.2. Not more than once in each year, the Writer shall have the right to appoint an accountant to examine the books and records of the Publisher. The Writer shall give reasonable notice in writing of intent to audit. The Publisher will co-operate with any accountant conducting such audit and make available copy documentation as may be reasonably required. In the event of any such audit revealing an under-payment in excess of ten per cent (10%) of the monies due to the Writer the Publisher will pay the Writer' reasonable costs of audit together with the outstanding sum and interest upon such sum at three percent (4%) above the Bank of England base rate from time to time calculated from the date of due payment to the date of actual payment.
- 9.3. In respect of any income tax deductions/withholdings required to be deducted in respect of payments from the Publisher to the Writer, the Publisher shall on request provide the

Writer with a certificate or other evidence of such deduction/withholding and shall on request further provide the Writer with such assistance as may be reasonably necessary for the Writer to seek to reclaim such deduction/withholding or obtain a tax credit for the same. In respect of any such deduction/withholding required to be deducted in respect of payments by third parties to the Publisher, the Publisher undertakes to complete and execute all double taxation exemption or relief documentation or other clearances as are actually available to the Publisher to prevent or minimise such deduction/withholding. In the event that the Publisher receives a tax credit in relation to such withholding it shall account to the Writer for the value received in accordance with the rate set out for the payment of mechanical royalties set out in this Agreement.

10. INDEMNITY AND REMEDIES

- 10.1. If either party shall commit any breach of any material term of this Agreement and shall fail to cure such breach within thirty (30) days after receiving written notice specifying the breach the party having served such notice may (without prejudice to any other rights or remedies) terminate the Rights Period forthwith by further written notice, effective immediately.
- 10.2. In the event the Publisher shall during the Term enter into liquidation then save where it does so following a permitted assignment of its rights hereunder or does so for purposes of solvent amalgamation or reconstruction the Writer shall be at liberty by service of notice pursuant to this sub-clause 11.3 to terminate the Rights Period forthwith.

11. WARRANTIES

- 11.1. The Writer warrants and represents that the Composition written or to be written or produced hereunder shall be original and written in good faith and the exploitation of the rights assigned by this Agreement will not infringe the rights of any third party.
- 11.2. The Writer further warrants and represents that such Work, and the Publisher's use thereof, will not infringe or violate the right of privacy of, or constitute a libel or slander against, or violate any common law rights or any other rights of any person or entity.
- 11.3. The Writer warrants and represents that the Composition were written by the persons named and in the proportions set out in Schedule 1 to this Agreement.
- 11.4. The Writer warrants and represents that he/she is fully entitled to enter and perform under this Agreement.
- 11.5. The Writer shall promptly and accurately inform Publisher of all the titles of Compositions to be recorded and produced within the Term of this Agreement, the Writer's interest therein and names and interest of co-writer (if any).
- 11.6. The Writer shall indemnify the Publisher from and against any and all bona fide legal demands liabilities costs and expenses including reasonable legal fees arising out of any breach by the Writer of any representations undertakings warranties or agreements contained in this Agreement but unless otherwise hereafter agreed to the extent only of a settlement with the Writer' written approval or on the advice of Counsel or the adjudication of a court of competent jurisdiction. Upon notice of any such bona fide legal claim against the Publisher the Publisher upon written notice to the Writer shall be entitled to withhold from the amounts payable to the Writer under this Agreement such amounts as may reasonably represent the value of such claim including reasonable legal fees incurred in connection therewith provided however that any such withholding by the Publisher in accordance with the foregoing shall be released in respect of any particular claim unless litigation is instituted in connection therewith within one (1) year after the withholding is first made. Any monies so withheld shall be placed into a separate interest bearing account which interest shall be accounted to the Writer. The Writer shall have the right to participate in the defence of any such claim at the Writer' own cost and expense.

12. TERMINATION

- 12.1. This Agreement shall be terminated immediately if the Publisher shall enter into liquidation (other than a voluntary liquidation for the purposes of reconstruction or reorganisation) or if a receiver is appointed to take over all or a substantial part of the Publisher's assets and is in control thereof for 15 days or more.
- 12.2. This Agreement shall be terminated immediately if the Publisher shall fail to provide accounting statements and to pay any monies shown owing thereon and such default shall continue for a period of 30 days after the receipt by the Publisher of notice in writing from the Writer requiring the same to be remedied, then the Writer shall have the right to terminate this Agreement by written notice sent to the Publisher served at any time after the expiry of the thirty (30) day period.
- 12.3. This Agreement shall be terminated immediately if the Publisher default in their obligations in respect of payment of royalties and other sums as required by this Agreement and such default shall (if capable of remedy) continue for a period of thirty (30) days after the receipt by Publisher of notice from Writer alleging such default, then Writer shall have the right to immediately terminate this Agreement by notice sent to Publisher.
- 12.4. If the Writer (being a natural person) shall enter in bankruptcy or if a receiver is appointed to take over all or a substantial part of the Writer's assets and is in control thereof for 30 days or more, the Publisher shall have the option to terminate the Term by notice in writing to the Writer.
- 12.5. If the Writer defaults in the performance of any of the material provisions of this agreement and such default (where it is capable of remedy) continues for a period of 30 days after the receipt by the Writer of notice in writing from the Publisher alleging such default then the Publisher shall have the right to terminate the Term by notice in writing to the Writer.
- 12.6. In the event of Termination of this Agreement, all rights in the Compositions granted to the Publisher under this Agreement shall revert back to the Writer immediately without further formality.
- 12.7. Termination of this Agreement shall be without prejudice to the obligations to payment of Royalties and monies to which the Writer is entitled pursuant to this Agreement at the date of such Termination.

13. GENERAL

- 13.1. This Agreement and the Schedules attached hereto reflect the entire Agreement between the parties in connection with the matters described herein, and cancels and supersedes all prior negotiations and understandings between the Publisher and the Writer relating to the matters described.
- 13.2. Nothing in this Agreement shall be construed so as to imply a partnership between the parties.
- 13.3. Any further changes to this Agreement, including extensions, releases, discharges, modifications, waivers or rescissions, shall only be validated in written agreement signed by ALL parties and duly witnessed and dated in a like manner to below.
- 13.4. Neither party shall assign this Agreement or his/her obligations hereunder, in whole or in part, without the prior written consent of the other party. Any attempted assignment without the prior written consent of the other party shall be null and void.
- 13.5. No waiver of any breach of any term hereof shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term.
- 13.6. All notices from either party to the other must be in writing to the respective addresses of the Writer and Publisher listed above. Notice may be given in person, by commercial courier or via mail (registered with postage prepaid) and is deemed received as of the date of any applicable receipt signed by the receiving party.

13.7. All notices or payments which either party shall deliver to the other shall be sent by pre-paid letter post addressed to the other at the address set forth herein or at such other address as may be communicated in writing from time to time. All such notices shall be deemed served at the date three (3) days after the date of said mailing or upon actual receipt by the addressee whichever is earlier.

13.8. This Agreement (and any non-contractual disputes arising out of it) shall be governed by and construed in accordance with the laws of England and any legal proceedings that may arise out of it are subject to the exclusive jurisdiction of the English courts.

13.9. Arbitration and Mediation shall be also considered by both parties as alternative methods of dispute resolution should it be deemed appropriate according to the circumstances and agreed by both parties.

The above terms have been read and agreed by each of the parties set out below.

Signed by

Signed by

.....

.....

.....

.....

For or on behalf of
[Name of Writers]

For or on behalf of
[Name of Publisher/Administrator]

In the presence of

In the presence of

.....

.....

.....

.....

For or on behalf of
[Name of Witness]

For or on behalf of
[Name of Witness]

Schedule 1

MUSIC DELIVERABLES

Territory:

.....

Rights Period:

A period of (...) years from the date of this Agreement and subject to the provisions thereof.

Title of Composition(s)	Duration	Writer(s) of the Composition and agreed percentage of ownership
	[e.g. 4'40"]	Music Composed as to ...% by [Writer name] and as to ...% by [Writer name] Words written as to ...% by [Writer name] and as to ...% by [Writer name]