

# SPECIMEN AGREEMENT FOR COMPOSERS

## TV COMMISSIONING AGREEMENT

This Agreement is made [ date ] between: [TV production company] [address] (**'Company'**)

[MU Member/Ivors Academy Member] [address] (**'Composer'**)

It is agreed as follows:

### 1. Definitions

- b) **'Programme(s)'** - the television programme or programmes provisionally entitled '[ ]' to be produced by the Company for initial broadcast on [broadcaster/channel] which the company intends but does not guarantee, to produce or broadcast.
- b) **'Master Recordings'** - the Composer's completed and mixed master recordings of the Compositions that are technically satisfactory for use by Company within the Programme.
- c) **'Compositions'** - no [more / less] than [ ] minutes of original music written by the Composer for use as background / soundtrack music in the Programme.
- d) **'Works'** - the Master Recordings and Compositions together.
- e) **'Services'** - the non-exclusive services of Composer in writing and recording not [less / more] than [ minutes] of original music to comprise the Works for use within, and/or, as the background/soundtrack to the Programme, and also in the opening title and end title for the Programme. Such services shall include the following:
  - i. composing, scoring, and arranging the Compositions;
  - ii. orchestrating the Compositions for such number of musicians as first agreed between the parties in writing;
  - iii. recording (with the written agreed, musicians) the Compositions; and
  - iv. delivering to Company Master Recordings of the Compositions and all other Delivery Materials (**'Delivery Materials'**).

### 2. Services

- a) The Composer agrees to make available to the Company their Services, during the period commencing on the date above and ending on completion of the Services by delivery under clause 3.
- b) The Services will not be on a first call basis, except only during such period as is first agreed by Composer in writing (both parties acting reasonably).

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## 3. Delivery

- a) The Composer agrees before [date] to deliver the Works (including any mixes and only those audio files agreed in writing with Company) the score, draft cue sheet and clearances from third party musicians and others involved in the production of the Master Recordings if applicable, in such formats as are agreed in writing with Company, to enable their use and exploitation hereunder.
- b) The Composer shall only be obliged to deliver stem files if they first consent in writing ('Delivery Materials').

## 4. Remuneration

- a) Company will pay Composer a fee of [£ ] (plus VAT if applicable) for the Services and the rights hereunder, together with the other amounts set out in this agreement. The fee shall be paid as to fifty per cent (50%) on Composer's signature and the balance on delivery of the Works.
- b) This agreement is not valid until executed by both parties and no rights are granted hereunder until the fee has been received in full (plus any VAT due) by Composer.
- c) The fee payable to Composer hereunder shall include all recording costs of the Master Recordings.

## 5. Grant of Rights

- a) The Composer hereby grants to the Company throughout the world a non-exclusive license to synchronise the Works in timed relation with the Programme (and if agreed, any part thereof) and to exploit the Works within the Programme only (but including cut downs, highlights, idents, adaptations, trailers or teasers) in any media or format, including all public performance, broadcast, rental and lending of the same, throughout the world, for the full period of copyright in the Works, subject always to the terms and conditions contained herein.
  - i. The Composer grants to the Company the right to edit the Works for re-timing purposes only, as may be reasonably required in connection with the Programme.
  - ii. For the avoidance of doubt the Composer shall retain copyright and all other rights in the Works (and any edits thereof) and shall be entitled to use and exploit the same unconditionally for the full period of copyright therein throughout the world without restriction, limitation, recourse or payment to Company.
  - iii. Performance or broadcast of the Works within the Programme is subject to the rules of the relevant performing rights societies and the payment of their

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customary fees and royalties throughout the world by Company or others authorised through it.

- iv. No out of context use is licensed, unless specified.
- v. The Composer asserts the Composer's moral rights.
- b) This agreement does not grant any right to use any part of the Works as a 'sample' nor to change any lyrics, music or the general character of the Works.
- c) Any use of the Works that is not expressly licensed hereunder constitutes an infringement of the copyright therein.
- d) Any exploitation or other use of the Works by the Company which are not expressly granted herein shall require the written consent of the Composer prior to such further use together with the payment of any applicable royalties and fees by the Company to the MCPS or other relevant organisation/society as appropriate being not less than the then current rates published by MCPS or such organisation/society in respect of such further use.

### 6. Performance Rights

- a) Subject to Composer's membership, all performance and like rights in the Compositions and Master Recordings are reserved by the Composer to PRS for Music, PPL or the relevant performing rights society ('PRO').
  - i. Notwithstanding anything to the contrary herein, Composer shall be entitled to receive and retain, direct from their PRO, 100% of the writers' and performers share of income from exercise of the performance and like rights in the Compositions and the Master Recordings.

### 7. Credit

- a) Company shall be entitled to use the Composer's name, approved photographs, approved likenesses and approved biography throughout the world for the purposes of advertising, promoting and exploiting the Programme only.
- b) Company agrees to provide to the Composer a customary credit in the opening and end titles of the Programme wherever other material credits are given in relation to the Production in no less favourable position than the writer and director and in substantially the following form [" "].

### 8. Warranties

- a) The Composer is entitled to enter into this Agreement and has the authority to grant the rights herein expressed to be granted.
- b) The Works will be delivered fully cleared and completely free of any liens, encumbrances, claims, demands or restrictions of any kind which would derogate

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from or prejudice the rights granted hereunder, but subject always to the rights of the relevant PROs.

- c) Save to the extent they incorporate original songs or third party material or public domain material at Company's direction, the Works will be new and original, will not infringe any copyright, moral right or any other right or interest of any third party and will not include any recordings (or extracts therefrom) the copyright in which is owned by any third party (e.g. so-called "sampled" material) unless Company's prior written approval is obtained.
- d) Company warrants that it shall obtain all necessary consents from and make any and all necessary payments to the owners of the copyright in the Works that are required or payable in connection with the use of the Works within the Programme or as authorised hereunder.
- e) Company warrants that it shall send the Composer a copy of the production music cue sheet and provide the opportunity for Composer to check the cue sheet against a final copy of the Programme and Company shall rectify any errors in the production music cue sheet notified by Composer and Company shall promptly submit the same to all broadcasting/transmitting authorities and distributors. Company will send Composer a final copy of the music cue sheet within 30 days of the first broadcast of the Programme.

### 9. Termination

This agreement shall automatically end if the Company passes a resolution for or enters into liquidation, becomes insolvent or enters into an arrangement with its creditors or in the event of the appointment of a receiver or administrator. In any such event no rights granted hereunder shall be exercised without the parties seeking to exercise the same, entering into a new agreement with the Composer.

### 10. Assignment

No assignment of this agreement or any part, shall be valid until the proposed assignee enters into a direct covenant with the Composer to fulfil the obligations of the Company hereunder.

### 11. Confidentiality

Neither party shall make public, any confidential information hereunder which is not already in the public domain. For the avoidance of doubt, Composer shall be entitled to make the Composer's involvement in the Programme known publicly provided that this shall not prevent any party from making any disclosures to its professional advisers or as required to be made by law.

### 12. Remedy Is Damages Only

Composer's remedies in the event of a breach by Company of the terms of this

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agreement shall be limited to monetary damages, if any and Composer shall not be entitled to injunctive or equitable relief.

### 13. Miscellaneous

- a) The parties agree to act in good faith towards each other in respect of all matters connected herewith.
- b) This agreement contains the entire understanding and agreement of the parties relating to its subject matter and supersedes in all respects any previous or other existing arrangements, agreements or understandings between the parties whether oral or written in relation to its subject matter.
- c) Nothing in this agreement creates or shall be deemed to have created a partnership or a joint venture or an employment agreement between the parties.
- d) A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this agreement.
- e) All notices hereunder shall be in writing and sent by email. The next business day shall be the date of service.
- f) Any modifications to this agreement shall only be valid if made by a written instrument signed by both parties hereto.
- g) This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

In witness whereof the parties have executed this agreement on the day and year first set out above

Agreed and accepted:

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For and on behalf of

[ ] Limited

Agreed and accepted:

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[Composer]