

# Short-form film music commissioning agreement

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Standard documents | Law stated as at 30-Jan-2020 | United Kingdom

An agreement under which one party (usually a film or television production company) commissions music for a soundtrack and takes an assignment of copyright in the music and the master recording of it.

[On headed notepaper of Producer]

[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF COMPOSER]

Music commissioning agreement for "[NAME OF FILM]"

## Nature of agreement

This letter agreement is a combined synchronisation and master use licence, for use where music is being commissioned for a particular film or TV programme. In this situation, the commissioner (usually a film or TV production company) will want to own all rights in the master recording and the composition itself. The extent of the rights to be granted is often a matter of negotiation, but this standard document grants the maximum extent of rights as it is drafted in favour of the entity which is commissioning the music.

We write to confirm below the agreement reached between you and us in respect of your services as a composer and producer in connection with the film provisionally entitled "[NAME OF FILM]" (the **Film**).

## 1. DEFINITIONS

The following definitions and rules of interpretation apply in this agreement.

### 1.1 Definitions:

**Compositions:** all the musical and (if applicable) literary works to be composed pursuant to *Paragraph 2.1*.

**Masters:** the original recordings of the Compositions to be recorded pursuant to *Paragraph 2.2*.

**Soundtrack Album:** any soundtrack album that may be produced in respect of the Film.

## 2. SERVICES

**2.1** You shall consult with us and compose two original compositions acceptable to us (acting reasonably) as technically and artistically suitable for inclusion in the Film and deliver a demo of the same to us by [DATE]. [We acknowledge that you have complied with this [Paragraph 2.1.](#)]

**2.2** You shall produce recordings of the Compositions (including if requested instrumental mixes of them) embodying only performances given by you (unless agreed by us otherwise) which are acceptable to us (acting reasonably) as technically and commercially suitable for synchronisation with the Film and release on any Soundtrack Album and you shall deliver to us by [DATE] the Masters in a format designated by us (acting reasonably). [We acknowledge that you have complied with this [Paragraph 2.2.](#)]

**2.3** You shall perform your obligations under this agreement promptly, in good faith and to the best of your ability and you shall comply with our reasonable directions and with any rules of conduct applicable within any recording facility in which such performance is recorded.

## 3. GRANT OF RIGHTS

**3.1** In consideration of £1 (receipt of which you acknowledge by your signature below) by this document you assign to us all copyright and other interest (including any future interest to which you may become entitled) in the Masters for the duration of copyright (including any renewals and extensions).

**3.2** You grant us the right in perpetuity throughout the world to reproduce the Masters and the Compositions in whole or in part in synchronisation with the Film and embodied on the Soundtrack Album in any medium now existing or created in the future and also for any promotional use of the Film or extracts from it.

### Assignment and licence

It is standard industry practice to take a "belt-and-braces" approach by granting an ostensible licence even where the copyright is being assigned outright.

**3.3** You grant us the right to use your name, approved likeness and approved biographical material in connection with the exploitation of the rights granted to us under this [Paragraph 3](#). Any material supplied by you or your representatives shall be deemed to be approved for the purposes of this [Paragraph 3.3](#).

**3.4** You shall do all things reasonably necessary to perfect the grant of rights under this agreement.

**3.5** You shall not prevent us or any person authorised by us from exploiting those rights in any manner, now existing or to be created in the future.

### Interference with exploitation of rights

This clause acts as an assurance that the writer will not use any non-assignable rights (such as moral rights) to prevent exploitation of the copyright.

#### 4. PAYMENT

**4.1** We shall pay you £[1,000] within 10 working days of receipt from you of a proper invoice for that sum, following execution and return to us of this agreement.

**4.2** We shall pay you £[1,000] within 10 working days of receipt from you of a proper invoice for that sum, following fulfilment of your obligations under [Paragraph 2](#) and of any reasonable directions given by us under [Paragraph 3.4](#) on or before acceptance of the Masters.

#### 5. PERFORMING RIGHT

**5.1** If you are a member of the Performing Right Society Limited (**PRS**) the performing right in the Composition in all parts of the world shall be subject to the rights of the PRS in respect of such exploitation of the Composition in accordance with the PRS rules.

**5.2** This agreement shall be regarded as a certificate for the purposes of the PRS rules authorising the PRS to treat us as exploiting the Composition (other than by publishing) for the benefit of the persons who have an interest in it.

**5.3** The "writer's share" shall be 50% of all fees distributed by the PRS and its affiliated societies in respect of the performing right in the Composition.

**5.4** If at any time you are not a member of the PRS and the performing right in the Composition is not vested in the PRS you shall promptly notify us and, while such circumstances continue, the performing right in all parts of the world shall be administered wholly by us and we shall be entitled to collect and retain 100% of the performing and broadcasting fees.

#### 6. CREDIT

**6.1** We shall use all reasonable endeavours to procure that where, and to the extent that, we exploit the rights granted to us, you shall receive the appropriate credit on the Film's end-credits and on any Soundtrack Album.

#### 7. WARRANTIES

**7.1** You warrant as follows:

- (a) that you are under no restriction that would prevent you from performing this agreement;
- (b) that you are entitled to grant the rights described in [Paragraph 3](#) free of any encumbrance;
- (c) that the Masters embody solely your performances, save to the extent that you have engaged session artists with our written consent;
- (d) that you have written 100% of the Compositions and that these are original to you except to the extent that they incorporate works that are in the public domain.

**7.2** You indemnify us against any loss (including legal fees) that we may suffer resulting from the breach of any representation contained in this agreement.

#### 8. VAT

**8.1** All payments due under this agreement are expressed exclusive of VAT, which shall be payable on receipt of a valid VAT invoice.

#### 9. CONFIDENTIALITY AND DATA PROTECTION

**9.1** You shall not disclose without our prior written consent any confidential information you may receive as a result of your engagement under this agreement, save as required in legal proceedings or to your professional advisers. A disclosure by your professional advisers shall be deemed to be a disclosure by you.

**9.2** You consent to our holding and processing data relating to you, including sensitive personal data as defined in the Data Protection Act 2018 and the UK General Data Protection Regulation as defined in the Data Protection Act 2018 (together the **Applicable Legislation**), solely for legal, administrative and management purposes relating to the performance of our obligations and exercise of our rights under this agreement. We confirm that all personal data (as defined in Applicable Legislation) shall be processed and stored by us as data controller on your behalf in full compliance with the Applicable Legislation.

**9.3** We will collect and process your personal data in accordance with the privacy notice annexed to this agreement. You will sign and date the privacy notice and return it to [CONTACT NAME] within 14 days of signing this agreement.

## 10. THIRD PARTY RIGHTS

**10.1** No one other than a party to this agreement shall have any right to enforce any of its terms.

## 11. NO PARTNERSHIP OR AGENCY

**11.1** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**11.2** Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 12. ENTIRE AGREEMENT

**12.1** This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**12.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

## 13. DISPUTE RESOLUTION

**13.1** Neither party shall bring any proceedings against the other in respect of this agreement unless the party intending to bring proceedings first makes a bona fide offer to participate immediately in a mediation conducted by a mutually agreed third party or a certified mediator and the other party declines the mediation. The costs of the mediator shall be borne by the party intending to bring proceedings but shall be subject to the mediation in any event. This sub-clause shall not apply where one party requires immediate injunctive relief to protect its interests under this agreement.

## 14. REMEDIES

**14.1** You waive any and all “moral rights” under the Copyright, Designs and Patents Act 1988 and the benefit of any provision of law known as “droit moral” or any other similar rights under the laws of any country in the world and agree that the use of the Composition in the Film shall not in any way constitute an infringement of such rights.

**14.2** You shall not have the right to injunct or in any way restrain the exhibition, promotion or exploitation of the Film or any of the allied and ancillary rights connected with the Film for any cause whatsoever, including without limitation any alleged infringement of moral rights arising under the Copyright, Designs and Patents Act 1988 or any legislation which replaces it in the future. Any claim by you in respect of the Composition shall be limited to a claim for damages.

### Waiver of moral rights

This clause constitutes a waiver of moral rights as well as rights to an injunction. For more information about moral rights, see [Standard document, Waiver of moral rights](#). It also purports to limit the composer's right to seek equitable remedies in the event of an alleged breach of the agreement by the production company. In practice it is for the court to decide whether equitable relief should be granted, but the clause will help the company's case as the court may take it into account as a factor in the decision.

## 15. GOVERNING LAW

**15.1** This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 16. JURISDICTION

**16.1** Each party irrevocably agrees that the courts of England and Wales shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Please confirm your agreement to the above by signing the enclosed duplicate of this letter. Please also date the duplicate where indicated and return to us as soon as possible.

Yours faithfully,

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[NAME OF PRODUCTION COMPANY]

We acknowledge receipt and accept the contents of this letter

Signed .....

[NAME OF COMPOSER]

Date .....

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END OF DOCUMENT
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