

Music publishing synchronisation licence agreement for film soundtrack

by *Practical Law Media & Telecoms*, reviewed by *Julia Montero*

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

A short-form music synchronisation licence under which a music publisher permits a film or television production company to use all or part of a musical work within a film in return for a one-off payment.

[On headed notepaper of licensee]

[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Sync licence agreement for [NAME OF MUSICAL WORK]

The following are the terms agreed between us and you with respect to the musical and literary work [NAME OF TRACK] set out in *Schedule 1* (**Composition**) written by [NAME OF WRITER] (**Composer**), to the extent that you own and/or control a share in the Composition (including but not limited to the titles, words, lyrics and music thereof) as set out in *Schedule 1* (**Controlled Share**). The Composition is to be included on the soundtrack of the feature film being produced by us provisionally entitled [WORKING TITLE OF FILM] (**Film**), which expression shall include excerpts and extracts from the Film as well as the Film itself.

1. THE COMPOSITION

1.1 You represent and warrant that you are fully entitled to grant to us the licence of rights set out in *Paragraph 3* and that you own and/or control all necessary rights in the Controlled Share of the Composition in order to do so throughout the world and that exploitation of the licensed rights shall not infringe the rights or interests of any third party.

Identity of licensor

The Licensor is likely to be a music publisher to whom the original copyright owner (the songwriter) has assigned their copyright under a music publishing agreement but there may well be several songwriters, possibly with different music

publishers, in respect of a single composition. For a standard music publishing agreement, see [Standard document, Music publishing agreement](#).

2. USAGE

2.1 Up to [NUMBER] seconds of the Composition may be included as [background] music on the soundtrack of the Film.

3. RIGHTS GRANTED

3.1 You hereby license to us, on a non-exclusive basis:

(a) the right to include and synchronise the Composition on the soundtrack of the Film and to exploit the Film throughout the world by means of any and all [linear] media now known or hereafter devised including, but not limited to:

- (i) all kinds of theatrical and non-theatrical exhibition, video exploitation (including, without limitation, by means of DVD, video on demand and so-called so SVOD, Nvod and download-to-own;
- (ii) by means of all forms of telecommunications networks whether via electronic, wireless, cable, fibre optic or other means and any interactive or cable systems including but not limited to the internet (including broadband) whether by streaming, downloading or other methods of delivery; and
- (iii) all kinds of free, basic, pay-per-view, satellite, cable and all and any other forms of television exhibition and by means of public exhibition in commercial, non-commercial and educational institutions; and
- (b) all and any rental and lending or similarly characterised rights in relation to the licence of the Composition (and you confirm that the payment under [Paragraph 5](#) below includes adequate and equitable remuneration in respect of the licence of the rental right);

Rental right

The author of a copyright work covered by the rental right has a non-waivable right to equitable remuneration if they transfer their rental right in respect of the work ([section 93B, Copyright, Designs and Patents Act 1988](#)). The confirmation that the fee includes adequate remuneration for the rental right prevents a situation arising in which the licensor can claim additional recompense for exploitation of this right. For more information about rental rights, see [Practice note, Copyright: infringement and remedies: Renting or lending the work to the public](#).

(c) the right to include the Composition [both] in [and out of] context on all trailers, advertisements and other advertising and promotional materials (including electronic press kits) and all "making of" programmes created in connection with the production and exploitation of the Film, including a dedicated website for the Film.

In context and out of context

Music that is licensed for us "in context" is to be used in a particular context in a film (that is, in a certain scene and for a particular duration). If that music is then used in a different context in connection with the film (without the same

footage and dialogue), it is said to be used "out of context". "Out of context" use is most common in trailers and other promotional materials.

4. TERM

4.1 The term of this Licence shall be the entire period of copyright and all renewals, revivals and extensions of the same and thereafter in perpetuity, to the extent permitted by law.

Term

The licence is expressed to continue after expiry of the copyright to protect the licensee in the event that there is any dispute about when expiry of copyright occurs, and to "futureproof" the agreement in the licensee's favour to the greatest possible extent.

5. LICENCE FEE

5.1 We shall pay you the sum of £[AMOUNT] on signature of this Licence (receipt of which you acknowledge) and no further payments shall be made by us in respect of the licence of the Composition. For the avoidance of doubt, no mechanical royalties shall be payable by us.

6. CREDIT

Credit

The Credit section will vary depending on the total number of songwriters and/or publishers, if more than one.

You should insert in the square brackets in [Paragraph 6.1](#) the names of any other songwriters who have created the music, and any publishers who own copyright in it and are therefore entitled to grant licences to record or perform it.

6.1 You and the Composer will receive a credit on the Film substantially in the form: "[Music by [WRITER(S)] and performed by [ARTIST], courtesy of [LICENSOR]]" provided that any inadvertent failure by us or our licensees to accord this credit shall not constitute a material breach of this licence.

7. ASSIGNMENT

7.1 We will be entitled to assign our rights and obligations under this licence to third parties.

8. INDEMNITY

8.1 You shall indemnify and hold us harmless from any and all liability including legal fees arising out of or connected with our exercise of the rights licensed under this licence and any breach by you of the terms of this licence.

Indemnity

This indemnity underpins the warranty as to title given in [Paragraph 1](#). The licensee will be able to claim against it if, for example, a third party claims that the song infringes the copyright in another musical work, or if title to the song copyright is disputed.

9. REMEDIES

9.1 You will 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. Any claim by you in respect of the Composition shall be limited to a claim for damages.

Moral rights and equitable remedies

This clause waives moral rights. For more information about moral rights, see [Standard document, Waiver of moral rights](#).

The clause also purports to limit the Licensor’s right to seek equitable remedies in the event of an alleged breach of the agreement by the Licensee. In practice it is for the court to decide whether equitable relief should be granted, but the clause will help the Licensee’s case as the court will take it into account as a factor in the decision.

10. GOVERNING LAW AND JURISDICTION

10.1 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.

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

11. PRS

11.1 The Licensor shall be entitled to receive and/or collect directly from any recognised collection societies (including the PRS) any public performance income due to it which arises with respect to the Composition but neither the Licensee nor any of its licensees and/or assignees shall be obliged to make any payments to the Licensor to account for such income.

Please confirm your acceptance to the above by signing and returning the attached copy of this letter whereupon a binding agreement shall exist between us.

Yours faithfully,

.....

[NAME OF SENDER]

We hereby acknowledge receipt and accept the contents of this letter

Signed

[NAME OF RECIPIENT]

Date

THE SCHEDULE
COMPOSITION TITLE, COMPOSER AND CONTROLLED SHARE

Composition title	Composer	Controlled Share (expressed as %)

END OF DOCUMENT