

Master recording 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

An agreement between a record label or music-catalogue owner which permits the use of a master recording on a film soundtrack.

[On headed notepaper of production company]

[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],
Master recording sync licence agreement for [NAME OF FILM]

Nature of agreement

The agreement will usually be between a record label or music-catalogue owner and a film production company. It is drafted in favour of the production company.

The following are the terms agreed between us and you with respect to the Master Recording, as defined in *Paragraph 1* below, to be included on the soundtrack of the feature film being produced by us and provisionally entitled [NAME OF FILM] (**Film**), which expression shall include excerpts and extracts from the Film as well as the Film itself.

1. THE MASTER RECORDING

1.1 You warrant that you own and control all rights throughout the world in the recording of a performance of the musical composition [NAME OF SONG] by [NAME OF PERFORMER(S)] (**Master Recording**) and that you are entitled to license those rights without infringing the rights or interests of any third party.

2. RIGHTS GRANTED

2.1 You license to us on a non-exclusive basis:

- (a) the right to include and synchronise the Master Recording 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, videogram exploitation (including, without limitation, by means of dvd, video on demand, so-called 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;
 - (iii) copying, fixing and distributing on any and all forms of audio visual and or future storage devices; and
 - (iv) all kinds of free, basic, pay, satellite, cable and all and any other forms of television exhibition and by means of public exhibition in commercial, non-commercial and educational institutions;
- (b) all and any rental and lending and similarly characterised rights in relation to the licence of the Master Recording and you confirm that the payment under [Paragraph 4](#) below includes adequate and equitable remuneration in respect of the licence of the said 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: acts of primary infringement on renting or lending](#).

- (c) the right to include the Master Recording [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 use "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 commonly made in trailers and other promotional materials.

3. TERM

Licence duration

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

3.1 The term of this agreement 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.

4. LICENCE FEE

4.1 We shall pay you the sum of £[AMOUNT] on signature of this agreement (receipt of which the Licensor acknowledges) and we shall make no further payments to you in respect of the licence of the Master Recording.

5. CREDIT

5.1 You will receive a credit on the Film substantially in the form: "Performed by [NAME OF ARTIST] courtesy of [NAME OF LICENSOR]", provided that any inadvertent failure by us or our sub-licensees to accord this credit shall not constitute a material breach of this agreement.

6. ASSIGNMENT

6.1 We shall be entitled to assign, transfer, mortgage, charge or deal in any other manner with any or all of our rights and obligations under this agreement and to grant to any person a sub-licence of any of our rights under this agreement.

7. INDEMNITY

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 is disputed.

7.1 You 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 agreement and any breach of the terms of this agreement by you.

8. REMEDIES

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.

8.1 You hereby 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 you agree that the use of the Master Recording (or any extract thereof) in the Film shall not in any way constitute an infringement of such rights.

8.2 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. Any claim by you in respect of the Master Recording shall be limited to a claim for damages.

9. OTHER CONSENTS

9.1 The rights described in *Paragraph 2* of this agreement are granted by you as the owner of the copyright in the Master Recording. They do not include any additional permission that we may require with respect to:

- (a) the copyright in any musical or literary work which may be contained in the Master Recording, the consent of the owners of which must be sought separately; and
- (b) the right to publicly perform the Master Recording other than as part of the Film and of extracts from the Film, separate permissions for which may be required from the appropriate collection societies.

10. GOVERNING LAW

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.

11. JURISDICTION

11.1 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).

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 LICENSOR]

We hereby acknowledge receipt and accept the contents of this letter

Signed

[NAME OF PRODUCTION COMPANY]

Date

END OF DOCUMENT
