Copyright ownership agreement for music composition and sound recording

THIS COLLABORATION AGREEMENT (the “Agreement”) is entered into as of \_\_\_\_\_\_**DATE**\_\_\_\_\_\_ between:

Collaborator 1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Role:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Songwriter(Y/N)\_\_\_\_Recording owner\_\_\_\_

Collaborator 2:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Role:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Songwrite(Y/N)\_\_\_\_ Recording owner\_\_\_\_

Collaborator 3:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Role:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Songwrite(Y/N)\_\_\_\_ Recording owner\_\_\_\_

Collaborator 4:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Role:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Songwriter(Y/N)\_\_\_\_ Recording owner\_\_\_\_

Collaborator 5:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Role:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Songwriter(Y/N)\_\_\_\_ Recording owner\_\_\_\_

WHEREAS the parties have collaborated, and each provided writing, producing, and/or recording non-exclusive services in connection with producing one (1) master recording (the “Master”) embodying the Artist’s performance of the musical composition entitled “**\_\_\_\_SONG NAME\_\_\_\_”** (the “Composition”).

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Music composition

The undersigned parties acknowledge their contributions to the composition of the musical work entitled: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and agree to the specified percentage splits.

Songwriter 1: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Songwriter 2: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Songwriter 3: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Songwriter 4: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Songwriter 5: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Sound Recording.

The undersigned parties acknowledge their contributions to the SOUND RECORDING titled: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, which embodies the above mentioned music composition and was recorded between (starting date)\_\_\_\_\_\_\_\_\_ and (end date)\_\_\_\_\_\_\_\_\_\_\_,and agree to the specified percentage splits.

Master Owner 1: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Master Owner 2: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Master Owner 3: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Master Owner 4: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Master Owner 5: Legal Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a.k.a.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership percentage:\_\_\_\_\_\_\_% Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. GRANT OF RIGHTS.
2. The parties hereby agree that the Master Sound Recording shall be jointly owned by the parties as a “joint work” under Copyright Law. No party (nor their designees) shall, without the other party’s prior written approval, (i) exploit either party’s performance, except as embodied in the Master in its entirety; (ii) edit, alter, or modify the parties’ performance (other than for timing or formatting purposes); (iii) exploit the parties’ performance or name and likeness in such a manner that suggests or implies an endorsement (whether direct or indirect) of any product or service (other than the Master itself), or (iv) grant any third party a license to the Master.
   1. In the event that the collaborators decide not to continue with the Music composition or Master Recording project, and it is possible to differentiate and separate t individual contributions of each contributor, the parties agree that this agreement will be terminated, and are entitled to separate their contributions and use them freely in any other work or project.
3. ROYALTIES.
4. The parties hereby agree that they shall look for and agree to distribute the Master with a competitive aggregator or distributor, which will pay the corresponding royalties to each of the copyright owners according to the percentages mentioned in clauses 1 and 2.
   1. In the event that either of the parties receives or is credited with any monies from third-parties other than the applicable distributor, attributable solely to the exploitation of the Master (“Direct Monies” which, for the avoidance of doubt, exclude so-called “publishing monies”), that party shall pay the other its pro-rata share of such Direct Monies, determined by multiplying such Direct Monies received by or credited to Company by the Basic Rate.
5. CREDIT.
   1. The parties shall be each be entitled to a “primary artist” credit, in substantially the form: **\_\_\_\_ARTIST NAME\_\_\_\_\_\_, \_\_\_\_\_PRODUCER NAME\_\_\_\_\_\_\_\_\_\_ – “\_\_\_\_\_\_SONG NAME\_\_\_\_\_\_\_\_\_”** on the packaging, labels, and liner notes (and wherever digital metadata permits) of records in all configurations derived from the Master, and on the back covers of singles of the Master.
   2. Such credits shall be subject to the customary exclusions of the distributor, if any. No casual or inadvertent failure to comply with the credit requirements set forth herein, nor the failure of any third party to comply, shall be a breach of this Agreement, provided that upon receipt of written notice of such failure, the applicable party shall use reasonable efforts to promptly correct such failure on a prospective basis.
6. LIKENESS**.** The parties shall each have the right to use the other party’s name, approved likenesses and approved biographical material (the “ID Materials”) solely in connection with the sale, advertising and exploitation and promotion of the Master. Each of the parties shall have the right to approve any ID Materials selected or commissioned by the other, provided that such consent to the ID Materials shall not be unreasonably withheld or delayed and shall be deemed given within five (5) business days after the date such materials are received by the applicable party.
7. ACCOUNTING.
   1. In connection with the initial release of the Master, the parties may agree to each register with the Distributor so they can be added to the dashboard and receive automatic payments and accounting. In absence of direct payment from the Distributor, or any applicable distributor or other third-party, should any of the parties receive money to which the other is entitled, that party shall remit any such monies to the other(s) within fourteen (14) days.
   2. Each of the parties shall have the right to engage a certified public accountant to audit the others’ books and records solely as they pertain to the calculation and payment of monies in connection with the Master, to verify the accuracy of such statements, no more than once with respect to any statement, at that party’s sole expense, on at least thirty (30) days prior written notice. Any objection relating to any accounting statement, or any lawsuit arising therefrom, must be made (and any lawsuit commenced), no later than two (2) years after the date the statement is rendered.
   3. Each party shall be credited with their pro rata share of any monies recovered by the other, with respect to the Master pursuant to any audit conducted of, or claim against the applicable distributor in connection with the Master and or music composition, or any recoveries or settlements with the distributor or any third party, after deduction “off-the-top” of any actual, out-of-pocket, third party, reasonable costs actually incurred directly as a result of such audit, claim or settlement (solely to the extent such costs have not been reimbursed by the distributor or such other third party).
8. CONTROLLED COMPOSITIONS
9. The Parties hereby acknowledge and agree, on behalf of themselves each of their respective publishing designees, that control of the worldwide right, title and interest in and to the Composition shall be divided as stated in clause 1 of the agreement.
10. The Parties hereby agree that the Composition shall be mechanically licensed on a “first-use” basis to Company at a rate equal to one hundred percent (100%) of the statutory rate, but upon the same terms and conditions as set forth in the applicable third-party distribution agreement.
11. The parties hereby acknowledge and agree that they (or their respective publishing designees) shall have the right to solely administer their respective interests in and to the Composition, as applicable, throughout the world, during the full term of worldwide copyright.
12. REPRESENTATIONS AND WARRANTIES. The parties each hereby represent and warrant that: (a) he or she is free to enter into and perform this agreement, and is not and will not be under any disability, restriction or prohibition, contractual or otherwise with respect to that party’s right to execute this agreement, grant all of the rights hereunder and fully perform each and every term hereof; and (b) All materials furnished by that party in connection with the Master and Composition, as applicable, shall be original and not infringe upon or violate the rights of any third parties; and (iii) he or she is not subject to a recording agreement or any other restriction that would require obtaining any third-party clearances in connection with that party’s services hereunder.
13. INDEMNIFICATION. The parties each hereby agree to mutually indemnify and hold each other harmless against any third-party claim, liability, documented cost and expense (including reasonable outside attorneys’ fees and reasonable, actual and documented court costs) in connection with any third-party claim which is inconsistent with any agreement, covenant, representation, or warranty made by that party hereunder, provided such claim is reduced to a final, adverse judgment by a court of competent jurisdiction or settled with the indemnifying party’s prior written consent.
14. INDEPENDENT CONTRACTOR. The parties each hereby agree that they are independent contractors and nothing in this Agreement is intended or shall be construed to create a partnership, joint venture, or business relationship other than independent contractor as between the parties.
15. ASSIGNMENT. The parties shall not have the right to assign this Agreement or any of the rights, titles and interests acquired herein, without offering a right of first refusal in favor of the other parties. However, the parties may assign the right to receive monies hereunder, but only pursuant to an irrevocable direction to pay reasonably satisfactory in form and substance to the other parties.
16. NOTICES. Notices hereunder shall be in writing, via email (if written confirmation may be obtained), facsimile (if written confirmation may be obtained), or certified mail. The date and time of confirmation (for facsimile or email) or certification shall be the date and time of such notice, unless such date and time do not fall between 9:00 a.m. and 5:00 p.m. (recipient’s time zone) on a business day, in which case the date and time shall be deemed to be 9:00 a.m. on the next business day.
17. MISCELLANEOUS. This Agreement shall be governed by the laws of the State of \_\_\_\_**STATE YOU ARE LOCATED IN**\_\_\_\_. This Agreement contains the entire understanding of the parties as to the subject matter hereof, and all prior Agreements as to such subject matter have been merged herein. The parties each hereby acknowledge they have each had the opportunity to consult with counsel regarding this Agreement. A waiver of any breach shall not waive a prior or subsequent breach. If any provision of this Agreement is invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement may not be altered in any way except by an instrument signed by the parties. This Agreement may be signed in counterpart (and/or facsimile and/or PDF), each of which shall be deemed an original, but all of which together shall constitute the Agreement**.**

Attesting the foregoing, the parties sign this agreement on \_\_\_\_\_\_\_\_\_\_\_\_

Collaborator 1:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborator 2:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborator 3:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborator 4:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Collaborator 5:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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