

# MUSIC PUBLISHING AGREEMENT

DATED \_\_\_\_\_

Between

Evolved Artists Limited (T/A Evolved Music Group)



EVOLVED  
MUSIC  
GROUP

MANAGEMENT / BOOKINGS / PUBLISHING / LABEL / TOUR MANAGEMENT / CONSULTANCY

**Publisher**

&

\_\_\_\_\_  
**Writer**

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## 1. Parties

- 1.1. Evolved Artists Limited of 40 Cross Green Lane, Halton, Leeds, West Yorkshire, England, LS15 7QX. Incorporated and registered in England with company number 07849525, whose registered office is at 40 Cross Green Lane, Halton, Leeds, West Yorkshire, England, LS15 7QX (**Publisher**).
- 1.2. [artist] aka [artist alias] of [address] (**Writer**).

## 2. Background

- 2.1. The Writer is a singer-songwriter performing as part of the [group/solo] act [alias].
- 2.2. The Writer has agreed to provide their songwriting services to the Publisher on the terms set out in this agreement and to assign to the Publisher various compositions created during the term of this agreement, and/or certain compositions created prior to the term.
- 2.3. The Publisher intends (but does not undertake) to exploit the copyright assigned to it under this agreement and to account to the Writer for royalties on the income generated from such exploitation.

## 3. Interpretations

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

**Album:** A studio-recorded long-playing record in an industry-recognized album format, comprising at least ten previously unreleased musical works performed by the Writer and/or a group including the Writer and having a playing time of not less than 35 minutes.

**Business Day:** A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commercial Release:** The release in commercial quantities of a record embodying one or more Compositions in physical and/or digital format(s) through established channels of distribution.

**Compositions:** All musical and literary works (including arrangements of works and lyrics) written, in whole or in part, by the Writer during the Term (including works commenced during the Term and/or completed after the expiry of the Term) to the extent of the Writer's contribution, and all literary and musical works written by the Writer prior to the Term not previously assigned to any third party, or which have previously been assigned to a third party but reverting to the Writer or an entity owned or controlled by the Writer before or during the Term, including the works listed in **Schedule 1**.

**Contract Period:** A period of 5 years or (if expiring later) a period running until six months after the fulfillment of the Minimum Commitment.

**Cover Recording:** The recording of a Composition by any person other than the Writer or a person whose records are produced by the Writer, save that if the recording is made after the Composition's first Commercial Release, and the first Commercial Release was a recording by the Writer or a person whose records are produced by the Writer, then such recording shall not be a Cover Recording.

**Major Record Company:** Any of: Sony Music Group, Warner Music Group, or Universal Music Group, any record company that is a wholly or partly-owned subsidiary of one of the foregoing, and any other record companies as shall be approved from time to time by the Publisher in writing.

**Merchandise License:** Any agreement entered into in respect of the right to reproduce and incorporate any of the lyrics of the Compositions on clothing and/or other merchandise products.

**Minimum Commitment:** In respect of each Contract Period the Commercial Release by a Major Record Company of two songs per month of which at least 80 percent of the compositions embodied thereon (counted by number rather than by recording time) are previously unreleased Compositions, by the Writer.

**Publisher's Receipts:** All fees and royalties (other than the Publisher's six-twelfths share of so-called performance income) actually received by the Publisher in the UK arising directly and identifiably from the exploitation of the Compositions within the Territory and solely to the extent attributable to them.

**Retention Period:** A period commencing on the first day of the Term and continuing until 20 years after the expiry of the Term, save that if the date on which this period ends is not 31 December or 30 June then the period shall be extended up to and including the next such date.

**Term:** The period specified in Clause 4.1 of this agreement, including all Contract Periods for which the Publisher exercises its option to extend.

**Territory:** The world.

**VAT:** Value Added Tax.

#### **4. Term**

- 4.1. The term of this agreement shall consist of an initial Contract Period of 12 months commencing on the date of this agreement. Subsequent to the initial Contract Period, by mutual agreement in writing of the Writer and Publisher, this agreement shall be extended by an additional period of five years.

#### **5. Services Of The Writer**

- 5.1. The Writer shall provide its services as a songwriter exclusively in respect of the Minimum Commitment only during the Term and shall notify the Publisher promptly upon completion of each Composition. The Writer shall provide with such notification full copyright registration information for each Composition including the full names of any co-writers and the share of each Composition attributable to each writer. If the shares of copyright in any Composition are not specified then they shall be deemed equal between all writers.
- 5.2. For each Composition notified by the Writer to the Publisher under Clause 5.1, the Writer shall deliver to the Publisher a lead sheet and/or digital recording (at the Publisher's election) and a copy of any lyrics.

- 5.3. Should the Writer wish to assign additional Compositions to the Publisher that are in addition to the Minimum Commitment, they may do so. Nothing within this Agreement shall prohibit the Writer from working with other Publishers for other Compositions, so long as the Writer fulfills their Minimum Commitment to the Publisher and works with the Publisher solely within the genre of electronic dance music.
- 5.4. At the Publisher's request the Writer shall promptly execute a separate single-song with respect to any or all of the Compositions. If the Writer shall fail to execute such assignment within ten working days of such request, the Publisher shall have a power of attorney to execute the same in the name of the Writer.
- 5.5. The Writer warrants that they are a member of the Performing Rights Society Limited (PRS) and accordingly the performing right in the Compositions (including the right to perform or play the Compositions in public, broadcast the Compositions, include the Compositions in a cable programme and authorize third parties to do any of the said acts in relation to the Compositions) in all parts of the world shall be subject to the rights of the PRS and its affiliated societies outside the United Kingdom.

## **6. Assignment Of Rights**

- 6.1. In consideration of the payment of £1, receipt of which is acknowledged by the Writer's signature below, the Writer assigns to the Publisher with full title guarantee all copyright, related rights and other rights and interest (including any future interest however arising) in the Compositions throughout the Territory for the duration of the Retention Period including any rights of renewal or extension that arise during that period.
- 6.2. The Writer consents to all forms of exploitation of the Compositions now existing or created in the future and the Writer agrees not to assert any right (including so-called "droit moral" and moral rights) that would prevent the Publisher, or any person authorized by the Publisher, from exploiting the Compositions.
- 6.3. The Publisher agrees not to make any material alterations to the Compositions (other than for direct translation into a foreign language) without the approval of the Writer.
- 6.4. The Publisher agrees not to grant any Merchandise License without the prior written approval of the Writer.
- 6.5. In the event that a Merchandise License granted by the Publisher and/or its sub-publishers in accordance with this agreement also requires the license of other intellectual property controlled by the Writer including but not limited to use of name and likeness, then the Publisher shall be entitled to grant such license on the Writer's behalf.
- 6.6. The grant of performing rights with respect to each of the Compositions is subject to the rights in any part of the Territory of any performing rights society to which the Writer may be affiliated provided that the performing rights society accounts directly to the Publisher for the so-called "Publisher's Share" of such fees and royalties, which shall be no less than 50 per cent of the total public performance fees and royalties.

## 7. Reversion

7.1. In the event that in respect of all submitted Compositions neither of the following forms of exploitation have occurred anywhere in the Territory either during the Term, or within nine months following the expiry of the Term:

- (a) a Commercial Release; or
- (b) the grant of a synchronization license for the use of the Composition in a television, film, or other broadcast production;

then at any time after that period the Writer may serve notice on the Publisher provided that such notice shall be of no effect if served after such exploitation has occurred.

7.2. In the case that any individual Composition shall not be exploited, or have in place a signed agreement confirming future exploitation, under Clauses 7.1.(a) or 7.1.(b) by the Publisher within nine months of the Writer submitting such, the copyright for such Composition shall revert to the Writer without further formality.

## 8. Royalties

8.1. The Publisher shall pay the Writer a royalty (**Royalty**) from the exploitation of the Compositions as follows:

- (a) Fifty per cent of the Publisher's Receipts in connection with the reproduction of the Compositions in any recorded form, including that in respect of a Cover Recording.
- (b) Fifty per cent of the Publisher's Receipts from the grant of any synchronization license in connection with any film or television programme.
- (c) Fifty per cent of the net retail selling price of each copy of single sheet music published by the Publisher, or a pro rata amount in respect of any printed album or folio published by the Publisher, in each case sold in the United Kingdom, paid for and not returned, and prorated to the contribution to such sheet music attributable to Compositions.
- (d) Fifty per cent of the Publisher's share of public performance income attributable to Compositions performed within the Territory.
- (e) Fifty per cent of the Publisher's Receipts from the grant of any Merchandise License.
- (f) Fifty per cent of the Publisher's Receipts from any other use of the Compositions in the Territory.
- (g) Seventy per cent of any topline advance free from either a label or an artist.
- (h) Ninety per cent of the master rights royalties for all cases where such rights have been assigned to the Publisher.

8.2. The Royalty shall be calculated on the total fees and royalties received by the Publisher arising directly and identifiably from the use and/or exploitation of the Compositions, after deduction of VAT and any other like taxes required to be deducted in any part of the Territory.

- 8.3. If the Publisher, or its agents or licensees, does not receive in any part of the Territory 50 per cent of the total public performing fees and one hundred per cent of all other fees and royalties resulting from the use and/or exploitation of the Compositions in the Territory then the proportion of such fees and royalties payable by the Publisher to the Writer under this agreement shall be correspondingly reduced as if the Publisher had retained the balance after collecting 50 per cent of the total public performing fees and 100 percent of all other fees.
- 8.4. The Publisher shall keep proper books and records of account in respect of the exploitation of the Compositions and shall make up statements of account showing the Royalty due to the Writer in respect of each Composition at half-yearly intervals ending on 30 June and 31 December in each year until the Publisher shall cease to derive income from such Composition. The Publisher shall forward such statements and make payment of the amounts shown due to the Writer within 90 days of 30 June and 31 December each year.
- 8.5. Not more than once in any year subject to reasonable notice, the Writer may appoint a chartered accountant to inspect the relevant parts of the Publisher's books and records in order to verify the accounts. Any audit shall be at the usual place of business of the Publisher during normal business hours and shall be at the sole expense of the Writer. The Writer may not inspect the books or records in respect of royalty accounts rendered more than three years previously.

## **9. Warranty And Indemnity**

- 9.1. The Writer warrants that it has the right to grant the rights assigned under this agreement free of encumbrances and that its share of the Compositions shall be original and not infringe the rights of any third party nor be obscene or defamatory. The Writer further warrants there is no claim or other legal action pending or threatened in respect of the Compositions.
- 9.2. The Writer indemnifies the Publisher against any loss (including legal fees) that the Publisher may suffer resulting from any claim against the Publisher inconsistent with any representation made by the Writer in this agreement. Until such claim has been finally adjudicated or settled or withdrawn the Publisher, in its sole discretion, shall have the right to withhold a reasonable proportion of any and all monies becoming payable to the Writer under this agreement until the final adjudication or settlement or withdrawal of such claim.

## **10. Further Assurance**

- 10.1. The Writer undertakes to acknowledge, execute and deliver at the Publisher's expense all such further instruments or documents and to perform all such further acts as the Publisher may reasonably deem necessary to give effect to the terms and provisions of this agreement.

- 10.2. The Writer authorizes the Publisher to enforce and protect all rights in the Compositions within the Territory. The Publisher may, in its sole discretion, join the Writer as party to any proceedings in respect of the enforcement or defense of any claim in respect of the Compositions. Any legal costs and disbursements incurred by the Publisher shall be borne by the Publisher and any sum recovered by either party by way of damages or otherwise shall be shared between the Writer and the Publisher as if it were royalty income under this agreement after reimbursement to the Writer and/or the Publisher of any legal costs and disbursements incurred.

## **11. Termination**

- 11.1. The Term and Retention Period shall terminate if the Publisher shall enter into liquidation, other than a voluntary liquidation for the purposes of reconstruction or reorganization, or if a receiver is appointed to take over all or a substantial part of the Publisher's assets and is in control thereof for 15 days or more.
- 11.2. If the Publisher shall fail to provide accounting statements and to pay any monies shown owing thereon and such default shall continue for a period of 30 days after the receipt by the Publisher of notice in writing from the Writer requiring the same to be remedied then the Writer shall have the right to terminate the Term and the Retention Period by written notice sent to the Publisher served at any time after the expiry of the 30-day period and prior to such accounts and monies being rendered.
- 11.3. If the Writer shall enter in liquidation, other than a voluntary liquidation for the purposes of reconstruction or reorganization, or if a receiver is appointed to take over all or a substantial part of the Writer's assets and is in control thereof for 15 days or more, the Publisher shall have the option to terminate the Term by notice in writing to the Writer.
- 11.4. If the Writer defaults in the performance of any of the material provisions of this agreement and such default, where it is capable of remedy, continues for a period of 30 days after the receipt by the Writer of notice in writing from the Publisher alleging such default, then the Publisher shall have the right to terminate the Term by notice in writing to the Writer.

## **12. Notice**

- 12.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- (a) Delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) Sent by electronic mail to [dan@evolvedmusicgroup.com](mailto:dan@evolvedmusicgroup.com)
- 12.2. Any notice or communication shall be deemed to have been received:
- (a) If delivered by hand, at the time the notice is left at the proper address;
  - (b) If sent by pre-paid first-class post or other next working day delivery service, at;  
or
  - (c) If sent by electronic mail on the next Business Day after transmission.



- 12.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**13. Entire Agreement**

- 13.1. 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.
- 13.2. 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 misstatement based on any statement in this agreement.

**14. Third-Party Rights**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**15. Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties or their authorized representatives.

**16. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**17. Governing Law**

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

**18. Jurisdiction**

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

This document has been executed as a deed and is delivered and takes effect as of \_\_\_\_\_

**Executed as a Deed by and on Behalf of Evolved Artists Limited:**

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**Publisher**

Dated: \_\_\_\_\_

In the Presence of:

---

Of Address: \_\_\_\_\_

And Occupation: \_\_\_\_\_

Dated: \_\_\_\_\_

**Signed as a Deed by:**

---

**Writer**

Of Address: \_\_\_\_\_

Dated: \_\_\_\_\_

In the Presence of:

---

Of Address: \_\_\_\_\_

And Occupation: \_\_\_\_\_

Dated: \_\_\_\_\_

**Schedule One:**

Template

## Single-Song Assignment:

To: \_\_\_\_\_

Dear Evolved Music Group,

Pursuant to the agreement between you and me dated \_\_\_\_\_ and in further consideration of the sum of £1, receipt of which is acknowledged by my signature below, I confirm the assignment to you of the Writer's share of the Composition(s) listed below.

Yours faithfully,

\_\_\_\_\_

Title:

Writer's Share:

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