(Sections 1-5 to be completed by musician)

1. **SESSION DETAILS**

Record Company: **[Company Name]** Artist:

Studio: Date(s) of session(s):

Title(s):

(i) (ii)

(iii) (iv)

(v) (vi)

(use continuation sheet if necessary)

2. **AGREEMENT**

2.1 We confirm and agree that the Record Rights, Interactive Rights, Backing Track Right, Music Video Rights and Film Rights in all and any of my recorded performances in respect of the above Title(s) are or will be vested, by payment of the fees expressly set out on this Consent Form in the Record Company.

* 1. We hereby grant to the Record Company in respect of all and any of my performances in respect of the above Title(s) all consents required under part II of the Copyright Designs and Patents Act 1988 (as subsequently varied, modified or amended) and all equivalent consents required throughout the world to enable the reproduction and use of all and any of my performances.

2.3 We hereby waive all so-called “moral rights” granted to me throughout the world in respect of my performances and the products thereof the subject matter of this Consent Form to the extent permitted by law. Where by the laws of any country I cannot waive any so-called “moral rights”, I hereby agree not to assert such rights.

3. **SUBSTITUTION**

We hereby confirm and agree that any other musicians may mime or act to my recorded performances in the above Title(s).

4. **PAYMENT PROCEDURE**

We direct that any future payment as set out in clause 6 below in respect of the rights granted to the Record Company as set out in Section 1 above should be sent to the following address and to the payee specified upon receipt by the Record Company of valid invoice therefor:

Address of Musician:

Payment in the name of:

5. **SIGNATURE AND PERFORMER DETAILS**

|  |  |
| --- | --- |
| Name of musician(s): |  |
|  | Signature |

Instrument(s) played:

6. **FEES**

Payment to be made now direct to me in respect of Record Rights, Interactive Rights, Backing Track Right, Music Video Rights and Film Rights:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Plus VAT  (Where Applicable |  | = |  |

**N.B. This is not an invoice**

MUSICIANS' CONSENT FORM) - PAGE 2/2

DEFINITIONS

**“Record Rights”** - means collectively:

The right to produce and/or commission and/or issue a Recording and the right to exploit or permit others to exploit in perpetuity such Recording or part thereof (subject only to the limitations set out in this Agreement) including (without prejudice to the generality of the foregoing) the right to:

1. (a) exploit such Recording in all formats (whether now known or hereafter created and including without limitation vinyl disc, cassette, cartridge, audio-only, CD, CD-DA, CD Plus, CD&G, DAT, laserdisc, videogram, videotape and film) and media (whether now known or hereafter created including without limitation on-line delivery) and/or to refrain from exploitation thereof;

(b) alter and/or adapt and/or remix such Recording save that this right shall not extend to the right to compile libraries of extracts of Recordings for the purposes of exploitation in further projects;

(c) to use such Recording as a Backing Track;

(d) broadcast and/or publicly perform such Recording including the right to broadcast or include in a cable programme service the whole or any substantial part of the performance of the Musician concerned subject to the Musician's right to negotiate a share of equitable remuneration from the broadcast or public performance of his/her recorded performance pursuant to national legislation;

1. synchronise such Recording with visual images including without limitation Music Videos;
2. issue copies of such recording to the public (including without limitation by way of sale and rental);

(g) substitute the performance of an alternate musician in such Recording

2. The non-exclusive right to use the name, likeness and biography of the Musician concerned in connection with the exploitation of such Recording;

3. All other right, title and interest of the Musician concerned in respect of such Recording (whether now known or in future created) including without limitation any lending and rental rights.

**“Recording”** hereunder means an audio-only recording of the whole or any part of the performance of a Musician (whether in the studio, in concert or otherwise).

**“Musician”** hereunder means all musicians in respect of the relevant Recording and/or Film.

**“Film”** hereunder means a recording embodying visual images only of the whole or any part of the performance of a Musician (whether in the studio in concert or otherwise).

**“Interactive Rights”** - means collectively:

1. The right to produce and/or commission and/or issue an Interactive Recording and the right to exploit and/or present or permit others to exploit and/or present in perpetuity such Interactive Recording or part thereof (subject only to the limitations set out in this Agreement) including, without prejudice to the generality of the foregoing, the right to:

(a) exploit such Interactive Recording into videograms and other audio-visual devices;

(b) exploit such Interactive Recording in all formats (whether now known or hereafter created and including without limitation CD-I, CD- Rom, PC, solid state, 3DD, video game formats, the Jaguar System and virtual reality systems) manner and media (whether now known or hereafter created including without limitation electronic on-line delivery) and/or to refrain from exploitation thereof;

(c) alter and/or adopt and/or remix such Interactive Recording save that this right shall not extend to the right to compile libraries of extracts of Interactive Recordings for the purposes of exploitation in further projects;

(d) use such Interactive Recording as a Backing Track;

(e) broadcast and/or publicly perform such Interactive Recording including the right to broadcast or include in a cable programme service the whole or any substantial part of the performance of the Musician concerned subject to the Musician's right to negotiate a share of equitable remuneration from the broadcast or public performance of his/her recorded performance pursuant to national legislation;

(f) synchronise such Interactive Recording with visual images subject in the case of Music Videos to payment of a further fee.

(g) issue copies of such Interactive Recording to the public (including without limitation, by way of sale and rental);

(h) substitute the performance of an alternate musician in such Interactive Recording.

2. The non-exclusive right to use the name, likeness and biography of the Musician concerned in connection with the exploitation of such Interactive Recording;

3. All other right, title and interest of the Musician concerned in respect of such Interactive Recording (whether now known or in future created) including without limitation any lending and rental rights:

**“Interactive Recording”** hereunder means a recording for interactive presentation either uniquely or in any combination of audio recordings, audio visual recordings, graphics, animation, text and data which includes material taken from one or more Recordings and/or Films irrespective of whether the same may be advertised, marketed and sold as a music based recording.

**“Backing Track Right”** - means the right to use a Recording which has been released for sale to the public as a Backing Track.

**“Backing Track”** hereunder means a version of a Recording which has been or is to be released for sale to the public which enables Musicians and other artists to mime or sing or play live to such Recording.

**“Music Video Rights”** - means collectively the right to exercise in respect of music videos the rights specified in the definition of Record Rights save that where the word “Recording” appears therein this shall be deemed to read “Music Video”.

**“Music Video”** hereunder means a non-interactive recording embodying sound coupled with visual images which relates to one or more Recordings

**“Film Rights”** - means collectively:

1. The right to produce and/or commission and/or issue a Film and the right to exploit and permit others to exploit in perpetuity such Film or part thereof (subject only to the limitations set out in this Agreement) including (without prejudice to the generality of the foregoing) the right to:

(a) incorporate such Film into videograms and other audio-visual devices;

(b) exploit such Film in all formats, manner and media (whether now known or hereafter created) including for the avoidance of doubt electronic on-line delivery and/or to refrain from exploitation thereof;

(c) alter and/or adapt such Film;

(d) broadcast and/or publicly perform such Film including the right to broadcast or include in a cable programme service, the whole or any substantial part of the performance of the Musician concerned subject to the Musician's right to negotiate a share of equitable remuneration from the broadcast or public performance of his/her recorded performance pursuant to national legislation;

(e) issue copies of such Film to the public (including without limitation by way of sale and rental);

(f) substitute the performance of an alternate musician in such Film;

2. The non-exclusive right to use the name, likeness and biography of the Musician concerned in connection with the exploitation of such Film.

3. All other right, title and interest in respect of such Film (whether now known or in future created) including without limitation any lending and rental rights.