



## SONG PUBLISHING AGREEMENT

THIS AGREEMENT IS MADE ON:

(DATE) \_\_\_\_\_

THE PARTIES ARE:

1. Wai'tuMusic having its registered office at C/o Krystallion Incorporated, 31 Bath Estate, P.O. Box 1350, Roseau, Dominica: (the "Publisher")

2. (Name) \_\_\_\_\_,

of

(Address) \_\_\_\_\_,

(PRO) \_\_\_\_\_,

(IPI Number) \_\_\_\_\_

:(the "Writer")

### RECITALS

A. The Publisher is a publisher of musical works and accompanying literary works intended for use as musical compositions.

B. The Writer is an author and/or composer of the Song/s referred to in Appendix 1.

C. The Publisher and Writer intend to enter into this agreement for the commercial exploitation of the Song/s written by the Writer that are named in Appendix 1; on the terms set out in this agreement.

### DEFINITIONS:

A. "Song/s" shall mean the song/s listed in the Appendix 1 of this agreement and includes the score (musical notations) and the lyrics for the Song/s unless for any particular Song Appendix 1 states only the score (musical notations) or only the lyrics.

B. "Price Points" means the sale price of the song/s or Composition at the point of sale. Price Points are based on the value of the United States dollar at the time of conversion.

C. "Obligatory Deductions" means any or all of the following applicable items:

- (i) Withholding Tax and any other taxes required to be and actually deducted;
- (ii) any third party non-affiliated collection society charges (as applicable);
- (iii) any sums payable by way of remuneration to arrangers, musical adapters and translators of the Compositions;
- (iv) any sum permitted to be retained by sub-publishers or licensees.



D. "Net Receipts" means the amount arising directly identifiable from the exploitation of the Composition received by or credited to The Publisher from which royalties will be paid less only "obligatory deductions".

AND IT IS AGREED

## 1. GRANT OF RIGHTS

1.1 In consideration for the promises made by the Publisher for the benefit of the Writer under this agreement, the Writer grants to the Publisher the sole and exclusive right to administer the music publishing rights (as described in clause 1.2) for the Song/s written by the Writer named in Appendix 1 on the terms set out in this agreement. For the avoidance of doubt, the Writer will remain the owner of the copyright in the Song/s at all times during the Term of this agreement.

1.2 The Publisher is authorized to administer the following rights in the Song:

- (a) to publish or permit the publication of the Song in the form of:
  - (i) sound recordings (including all digital formats)
  - (ii) cinematographic films (including existing video and new technologies);
  - (iii) radio or television broadcasts; or
  - (iv) published editions.
- (b) to permit the Song to be performed in public;
- (c) to permit the Song to be broadcast or transmitted to subscribers through a diffusion service or otherwise communicated to the public, including but not limited to the Internet; and
- (d) to permit the Song to be adapted or translated, and to permit the adaption or translation to be published, performed in public, broadcast or transmitted to subscribers through a diffusion service or otherwise communicated to the public, including but not limited to the Internet.

1.3 The Writer authorizes the Publisher to use the Writer's name, likeness (including any photographs of the Writer; commissioned by, or in the possession of the Publisher, with the Writer's consent) and biographical information for the purpose of promoting the Song/s or any form of publication of the Song/s.

1.4 (a) The Writer authorizes the Publisher to institute legal proceedings on behalf of the Writer in respect of any claim for non-payment for use of the Song/s or for infringement of copyright in the Song/s. The Writer and the Publisher will consult with each other as to the nature of the claim or proceedings and it is agreed that the costs will be borne by the parties in proportion to the amount due to each of the parties as a result of the legal proceedings and the Writer will receive a proportion of the balance as though it was a royalty payment as described in Section 7 of this agreement.

(b) If the Publisher fails to institute legal proceedings within sixty (60) days of becoming aware of its entitlement to do so, then the Writer will have the sole right to institute legal proceedings and will have the benefit of the whole of any settlement or award of damages.



## 2. LIMITATIONS

2.1 The Publisher's rights in respect of the Song/s shall always be subject to any rights granted by the Writer to the Performing Rights Organization of the Writer.

2.2 The Publisher agrees that it will not publish or cause the Song/s to be published in a manner which directly or indirectly endorses any goods, products or services (other than the Song/s, the Writer or the Publisher) without the prior consent of the Writer.

2.3 The Publisher may license any other publisher to exercise any of the rights granted to the Publisher by the Writer in any other country within the Territory outside of Dominica, provided that:

(a) The Publisher remains principally liable to the Writer for the obligations set out in this agreement; and

(b) The sub-publisher is required to observe the obligations to the Writer set out in this agreement.

## 3. DELIVERY OF SONG/S

3.1 The Writer will deliver a manuscript copy or a clearly audible recording of a performance of the Song/s in any format required by the Publisher (including any digital format nominated by the Publisher), and properly documented in Appendix 1, before Publisher can be reasonably expected to assume responsibilities for given Song/s as per this agreement.

3.2 If the Writer has written a Song in collaboration with another composer or author, then the Writer will advise the Publisher of the name and address of the other composer or author and details of all percentage shares before Publisher can be reasonably expected to assume responsibilities for given Song/s as per this agreement.

## 4. TERM

4.1 The term of this agreement will commence on the date of this agreement and will continue for the period specified in Section 4.3 of this agreement ("the Term").

4.2 The Term of this agreement is acknowledged to extend to the next 31 December next following the date of this agreement so as to co-ordinate with the end of Publisher accounting periods.

4.3 The Term of this agreement will extend automatically for further periods of one (1) year unless and until one party gives to the other party written notice at least six months in advance of the end of the then current period of the Term of its intention not to renew the Term.

## 5. RIGHTS OF REVERSION

5.1 All rights, titles and interests in the Song/s licensed to the Publisher in this agreement shall revert wholly to the Writer at the end of the Term without further formality.



## 6. TERRITORY

6.1 The territory of this agreement is:  
The World  
("the Territory")

## 7. ROYALTIES

7.1 The Publisher agrees to pay royalties to the Writer at the rate of 90%, calculated on the Net of all sums received by the Publisher from the publication of the Song/s in each period of the Term ending on 31 December in any year ("the Accounting Period").

7.2 The Publisher agrees to pay royalties due to the Writer within sixty (60) days of the end of each of the Publishers Accounting Periods.

7.3 If the Publisher is unable to receive payments from the publication of the Song as a result of any government restrictions on currency transfers, then the Publisher may pay the amount of royalties due to the Writer into a bank account nominated by the Writer in a mutually agreed country in full discharge of the Publisher's obligations to the Writer in respect of that payment.

7.4 The Writer acknowledges that the Publisher is NOT required to pay royalties to the Writer in respect of sheet music or sound recordings that are distributed on a complimentary basis for the purpose of promoting the publication of the song.

7.5 Mechanical royalties shall be paid on Net sales of recordings containing the Song and will be calculated by the method used as industry standard in each applicable country or outlet in the Territory.

7.6 The Publisher or its sub-licensees is authorized by the Writer to grant at no fee, royalty or other cost to itself:

- (a) an irrevocable and non-exclusive worldwide license to synchronize, reproduce and publicly perform the Song in any manner with visual images that are to be used for promotional purposes, but on appropriate commercial terms for any other purpose;
- (b) an irrevocable and non-exclusive worldwide license to print the title and lyrics of the Song on record packaging; and
- (c) an irrevocable and non-exclusive license anywhere in the Territory to synchronize, reproduce, publicly perform and broadcast by means of radio or television, or by diffusion to subscribers or by other means of communication to the public, the Song/s as a sound recording or audio-visual recording, PROVIDED THAT any or all of such uses described in this sub-clause, 7.6(c), are by a religious body or group of a Christian denomination primarily for the purpose of worship (and not for private use, sale or otherwise).



## 8. STATEMENTS OF ACCOUNT

8.1 The Publisher will send a statement of account to the Writer within sixty (60) days of the end of each Accounting Period. The statement will contain details of the royalty payments due, if any, to the Writer.

8.2 The Writer may appoint an accountant to examine the financial records provided to the Writer by the Publisher in respect of the publishing of the Song at any time within two (2) years of the date of receipt by the Writer of any statement of account but only once in any twelve month period.

## 9. WRITER'S WARRANTIES

9.1 The Writer warrants that:

- (a) the Writer has the capacity to enter into this agreement and to grant the rights in the Song/s to the Publisher;
- (b) the Song is an original work within the meaning of International Copyright Law and as far as the Writer is aware, will not infringe the rights of any other person in respect of defamation, obscenity or rights of privacy; and
- (c) subject to clause 2.1, the Song was not written with any other person and is not the subject of any other publishing agreement or assignment of copyright; and
- (d) subject to clause 2.1, no other person has any legal, equitable or statutory interest in the Song/s (including any security interest).

9.2 The Writer indemnifies the Publisher for all damages, liabilities and costs incurred in respect of any claim arising from the breach of any warranties made by the Writer.

## 10. PUBLISHER'S WARRANTIES

10.1 The Publisher agrees:

- (a) to use best endeavours to promote and publish the Song/s;
- (b) to use best endeavours to collect all payments due to the Publisher from any use of the Song/s in the Territory during the Term; and
- (c) to keep true and accurate accounts of all financial transactions relating to the Song/s.

10.2 The Publisher indemnifies the Writer for all damages, liabilities and costs incurred in respect of any claim arising from the breach of any warranties made by the Publisher.



## 11. LEGAL ADVICE & CONFIDENTIALITY

11.1 The Writer acknowledges that there has been adequate opportunity to obtain independent legal advice as to the meaning and effect of this agreement before it was signed by the Writer.

11.2 Both parties acknowledge that the terms of this agreement are confidential and will not be disclosed to any person for any reason, other than the parties' professional advisers or as required by law.

## 12. GENERAL PROVISIONS

12.1 Stamp duty payable on this agreement will be paid by the Publisher.

12.2 All expressions used in this agreement in relation to rights in copyright will be construed as defined in this agreement and all subsequent amendments to the same by way of mutually signed addenda.

12.3 This agreement is to be interpreted in accordance with the laws of the Commonwealth of Dominica and the parties will submit to the jurisdiction of the courts of that State.

12.4 Neither party may assign this agreement or any rights, benefits or obligations created under this agreement without prior written consent of the other party. A purported assignment without written consent will be deemed to be void and convey no rights. This clause, 12.4, does not prohibit the Publisher from sub-licensing any or all of the rights granted to it under this agreement outside of the Commonwealth of Dominica.

12.5 If any term of this agreement is found to be void or unenforceable at law, then the invalidity or unacceptability of the term will not affect any other term of this agreement.

12.6 This agreement is the entire agreement of the parties and the terms may not be amended except in writing signed by both parties.

12.7 No waiver of any breach of the agreement will be construed as a continuing waiver of the breach or a consent to any subsequent breach of the same or another kind.

12.8 The agreement is not intended to create a partnership, joint venture or relationship of principal and agent between the parties.

12.9 This Agreement shall be binding upon the heirs, executors, administrators and successors in title of the parties.

12.10 All payments due to the Writer shall be paid in United States dollars (USD \$) or in Eastern Caribbean Dollars (XCD \$).



12.11 In the event of any dispute as to the meaning or effect of this agreement, the parties agree to mediation of the dispute by a mediator mutually acceptable to the parties before either party will commence legal proceeding (unless urgent interlocutory relief is required, in which case there is no need for any priming action).

12.12 The copyright notice for the song/s under this agreement shall read as follows:

*Copyright Wai'tuMusic*

### 13. PREVIOUS CONTRACTS AND AGREEMENTS BETWEEN THE PARTIES

13.1 Upon signing this agreement both parties hereby agree that all previous contracts or agreements between the parties for the Song/s itemized in Appendix 1 are to be considered null and void. For clarity, the parties expressly agree that on the signing of this agreement they irrevocably terminate any previous contracts and agreements whether they be expressed or implied or whether they be oral or in writing.

### 14. FEES

Item	Rate (USD)
ISRC Code Assignment (Per Song)	\$5.00 / (15.00 XCD)
Distribution (for unlimited releases) (Per Year)	\$89.00
Publishing Administration (One-off payment)	\$129.00

Any other fees, outside of this scope are governed exclusively by the Publisher and are subject to change without notice. Due consultation will be had with Writer in the event that the fees undergo a rate change, and that will be appended to this document via mutually signed addendum, superseding Section 14 of this document. Each subsequent signed FEES ADDENDUM shall supersede the prior.



THIS AGREEMENT IS CONFIRMED BY THE SIGNATURES OF THE PARTIES

SIGNED BY:

(Writer, Print full name): \_\_\_\_\_

(sign): \_\_\_\_\_

(Parent's Signature –  
if under 18yrs): \_\_\_\_\_

\_\_\_\_\_ (Date)

In the presence of:

(Print full name): \_\_\_\_\_

(sign): \_\_\_\_\_

\_\_\_\_\_ (Date)

SIGNED BY:

(on behalf of "Wai'tuMusic",  
print full name): \_\_\_\_\_

(sign): \_\_\_\_\_

\_\_\_\_\_ (Date)

In the presence of:

(Print full name): \_\_\_\_\_

(sign): \_\_\_\_\_

\_\_\_\_\_ (Date)





## APPENDIX 1

Please attach completed and signed Wai'tuMusic Split Sheet Document per song.