

**Accompanying Note to the Specimen Synchronisation Licence – For use
of a Sound Recording in a film**

IMPORTANT PLEASE READ CAREFULLY

Before using any of the forms on this site you must seek specialist legal advice.

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The Licence

1. Definitions

This section sets out the various definitions and interpretations that are to be used throughout this document. Words that are capitalised throughout the document will be defined in this section. As you read through the licence certain clauses appear in square brackets; you should decide whether to adopt this wording or delete it. Where words with a clause appear in square brackets consider whether to adopt the words or substitute different words and delete the square brackets. Dealing with the definitions in more detail the definitions form the basis of the agreement and can be changed to suit the user's needs.

Production: This is where you enter the name of the production/film.

Sound Recording: fill in the brackets and enter the name of the sound recording and the composer's name/s. Remember this is dealing with the sound recording only.

Geographical/Territory: This refers to where in the World the Film can be shown and usually this will be the entire World, especially where there are digital rights granted. If the Media (see below) is limited to TV then this might be limited to a specific jurisdiction i.e the UK.

Term: the duration/scope of the agreement. This can mean in perpetuity

(which means indefinitely) but ideally this would only be between one to five years.

Fee: This is the fee for allowing the sound recording to be used.

Media: Film makers will usually want 'All Media', but short films will usually start out with 'Festivals' and then look to acquire 'terrestrial TV rights' in various countries. To exploit the production online you will need to grant 'online rights' (note - online rights could mean streaming or download rights or both), Acquiring 'theatrical rights' is where you have to start paying real money (in the hundreds of thousands if you are talking about a named band).

Exclusivity: Exclusive music deals would be very expensive so this type of licence is usually always for non-exclusive use.

2. Licence

The first paragraph grants the actual licence and referring back to the definition explains that for the fee we, the rights owner, are granting the necessary rights for the production company to use the sound recording. Whilst we are granting the use of the sound recording in the Production, here we are extending the use to cover promotional use for press and publicity. Film Producers will want these rights so that they can use clips/trailers with the music to promote the film. Note the use of capital letters as we have already defined the production, the sound recording, the territory, the media and the fee.

3. Terms and Conditions

Clause 3 sets down the terms and conditions of the licence, and these reflect the terms and conditions between the contracting parties. As we have seen, the bespoke musical information is defined in the definition clause whereas the standard terms are set down under clause 3. You will see that this licence does not allow for the production company to change the sound recording and the sound recording cannot be used for anything other than the usage granted under clause 2.

We are also requesting, as rights owners, a copy of the production once it's finished.

An important point is that we are asking as part of the agreement for a credit to be given as producers of the sound recording. This type of credit can prove to be very valuable and is a good marketing mechanism.

4. Warranty

Clause 4 is a straightforward warranty. We are representing that we do in fact control the sound recording in the first place and we have the necessary authority to grant the licence.

4.3 says that the Producer will pay the necessary collection societies e.g. PRS.

5 Termination

Clause 5 deals with termination, if either party is in breach of the licence then the party who has their rights breached will be able to terminate; if either party goes into liquidation or is declared bankrupt then again that is grounds for terminating the agreement.

Under clause 5.3 if the agreement is terminated the licence and all the rights granted will return immediately to the rights holder.

6 Miscellaneous.

6.1 the non-assignment clause restricts the film production company from passing on the rights they've been granted under the licence to a third party. We are therefore prohibiting use by anyone other than the film production company. However, 6.2 does allow for the film production companies to grant sub licences in order that the Production can be exhibited.

6.3 provides that the agreement will be governed by the Courts of England and Wales.

6.4 means that the agreement between the parties is captured in the document and any previous agreements are now void. This agreement, and the terms in it, now supersede anything that has come before.

6.5 invites both parties to notify each other in writing at the designated addresses should either one want to modify/alter the agreement.