

This Session Agreement should be completed in CAPITAL LETTERS and signed by the Musician and the Commissioning Record Label. Three copies should then be made. One copy should be retained by the Musician; one copy should be retained by the Commissioning Record Label; and one copy should be sent, by the Musician, or the Contractor on the Musician's behalf, to the Musicians' Union ('MU') by either email: [session.agreements@theMU.org](mailto:session.agreements@theMU.org) or post to: Session Agreements, MU HQ, 30 Snowfields, London, SE1 3SU. The MU's Privacy Policy can be accessed at: <https://www.musiciansunion.org.uk/Utility-Navigation/Privacy>

Once signed by both parties this Session Agreement shall constitute a legally binding contract between the Commissioning Record Label and the Musician in respect of the relevant Sessions. This Session Agreement incorporates the terms and conditions of the agreement between the British Recorded Music Industry Limited ('BPI') and the MU dated [TBC] (the "New BPI/MU Agreement"), a copy of which can be viewed or downloaded at [www.bpi.co.uk](http://www.bpi.co.uk) and [www.theMU.org](http://www.theMU.org). All defined terms in the New BPI/MU Agreement shall bear the same meanings in this Session Agreement. In the event of any conflict between this Session Agreement and the New BPI/MU Agreement then this Session Agreement shall prevail.

In consideration of the payment by the Commissioning Record Label to the Musician of the relevant Session Fee(s) and any applicable Additional Fee(s) or Commercial Use Fee(s) provided by the New BPI/MU Agreement and/or detailed below, the Musician assigns to and grants to, or waives in favour of the Commissioning Record Label all of the Musician's rights and consents in respect of the Recording(s) made at such Session(s) as are set out in the New BPI/MU Agreement (save as expressly excepted or otherwise provided therein).

The Commissioning Record Label hereby agrees to pay its respective Applicable Percentage in accordance with Clause 11 of the New BPI/MU Agreement, and further agrees and acknowledges that this provision may be enforced by the MU under the Contracts (Rights of Third Parties) Act 1999.

<b>1. Session Date(s):</b>	
<b>2. Artist/Band:</b>	Full Name: .....
<b>3. Commissioning Record Label:</b>	Full Name: .....
<b>4. Musician Details:</b>	Full Name: ..... D.O.B. (optional): ..... MU Number: ..... PPL ID No: ..... Address: ..... Instrument(s): ..... ..... ..... Email Address: .....
<b>5. Studio/Venue:</b>	
<b>6. Producer (if any):</b>	Full Name: .....
<b>7. Contractor (if any):</b>	Full Name: ..... Email Address: .....
<b>8. Type of Session (insert no.):</b>	<input type="checkbox"/> Standard (3 hours) <input type="checkbox"/> Long (4 hours) <input type="checkbox"/> Short (2 hours)    Start Time(s) .....
<b>9. Nature of Session(s) (tick):</b>	<input type="checkbox"/> Audio Session <input type="checkbox"/> Audiovisual Session <input type="checkbox"/> Visual Session
<b>10. Type of Recording (tick):</b>	<input type="checkbox"/> Non-Classical Recording <input type="checkbox"/> Classical Recording
<b>11. Title(s) of Compositions recorded:</b> (Please continue overleaf if more than 6 compositions recorded)	1. .... 4. .... 2. .... 5. .... 3. .... 6. ....
<b>12. (Classical Recordings only) Type of Musician (tick):</b>	Session 1: <input type="checkbox"/> Section Principal <input type="checkbox"/> Principal <input type="checkbox"/> Sub-principal <input type="checkbox"/> Rank & File Session 2: <input type="checkbox"/> Section Principal <input type="checkbox"/> Principal <input type="checkbox"/> Sub-principal <input type="checkbox"/> Rank & File Session 3: <input type="checkbox"/> Section Principal <input type="checkbox"/> Principal <input type="checkbox"/> Sub-principal <input type="checkbox"/> Rank & File
<b>13. Session Fee(s):</b>	£ ..... Audiovisual Commercial Use Fee (£27.00 per Session): YES / NO / TBC (Please circle)    £ .....
<b>14. Additional Fee(s) (insert number and calculate as a percentage of the Session Fee):</b>	<input type="checkbox"/> Overdub (110%) <input type="checkbox"/> Doubling (25%) <input type="checkbox"/> Trebling (40%) <input type="checkbox"/> Double Rates (100%) <input type="checkbox"/> Portage (Per Schedule B BPI/MU Agreement) <input type="checkbox"/> Overtime (.....) minutes (non-classical 25% per 15 mins) (Classical 10% per 15 mins) £ .....    £ .....    £ .....    £ .....    £ .....    £ .....
<b>15. Total Fee(s) payable by Commissioning Record Label:</b>	<b>Total: £ ..... plus VAT (if applicable) = £ .....</b>
<b>16. Data Protection:</b>	Musician consents to the disclosure / processing of their personal information, including the fact of their MU membership (if applicable), by: (a) Commissioning Record Label in order to fulfil their obligations under this Session Agreement; (b) Commissioning Record Label, the MU and Video Performance Ltd ('VPL') as necessary for the purpose of ensuring they are paid any applicable Subsequent Payments that may become due in relation to the Recordings made under this Session Agreement; (c) Commissioning Record Label, the MU and Phonographic Performance Ltd ('PPL') in order to assist PPL in the collection and distribution of Equitable Remuneration from the public performance and broadcast of Recordings made under this Session Agreement, and; (d) The MU in order to assist it in the collection and distribution of income for them from the further and secondary use of Recordings made under this Session Agreement.
<b>17. Musician's signature and date:</b>	Signed: ..... Date: .....
<b>18. Authorised signatory on behalf of the Commissioning Record Label:</b>	Signed: ..... Date: ..... Full Name: .....