

IPAMU Agreement

An Agreement made between the Institute of Practitioners in Advertising and the Musicians' Union, effective from 1st May 2020. This Agreement sets forth terms and conditions for musicians engaged to record music for advertising purposes, which terms shall also be applied to the clearance of performers' rights where existing recordings made under other Agreements are incorporated into advertisements (see Appendix 1).

1. Recording sessions and fees

1.1 A basic session for the purposes of recording music for advertising for broadcast and/or exhibition – on any or all television channels/services worldwide irrespective of signal delivery system and reception mode eg terrestrial, satellite or cable by either analogue, digital or any other means ie radio (including online simulcast), cinema or online – shall be one of the following types:

- a) A maximum period of **one hour** during which **3 minutes** of music may be recorded for not more than **2 products** and/or services.

The fees for the services described in Clause 1.1 shall secure world rights and shall be as follows:

Year of fee	No of musicians	Single medium only*	TV & Radio	TV & Cinema	TV/Radio/Cinema
01.01.2020 – 31.12.2020	1 - 34	£132.40	£156.75	£142.85	£169.55
	or more	£132.40	£146.35	£133.55	£157.95
		*either TV, radio, cinema or online			
01.01.2021 – 31.12.2021	1 - 34	£136.35	£161.45	£147.15	£174.65
	or more	£136.35	£150.75	£137.55	£162.70
		*either TV, radio, cinema or online			
01.01.2022 – 31.12.2022	1 - 34	£140.45	£166.30	£151.55	£179.90
	or more	£140.45	£155.25	£141.65	£167.60
		*either TV, radio, cinema or online			

(✦In this context, a product may include different members of the same “brand family” using the same music track.)

- b) Musicians may be engaged in advance for a longer session on payment of an uplift to the applicable one hour fee above during which the given duration of music may be recorded for not more than the number of products and/or services specified:

Uplift	Duration	Music	Products/services
50%	Up to 1.5 hours	3.5 mins	Up to 2
80%	Up to 2 hours	4 minutes	Up to 2
150%	Up to 3 hours	9 minutes	Up to 6

Overtime: Shall be paid at the rate of 55.00% of the appropriate hourly rate per 20 minutes or part thereof.

In all cases the music so recorded shall be used only for the products or services to be advertised or for a series of films produced to advertise the same products or services and shall not be used for any other service.

To allow a production version to be recorded at a one-hour session the amount of recorded music allowable may be increased from three to five minutes. In return for this facility, the above basic fees shall be increased by 30%, subject to all other terms and conditions as indicated. In the event that the resulting music is subsequently incorporated into a production music recording, the prevailing MU fee shall also become due (currently £150.00).

1.2 Further use in other media

Where rights have been originally acquired in a single medium only then the following additional payments shall become due if the music is subsequently required for use in further media:

TV	20% of basic session fee
Radio:	20% of basic session fee
Cinema:	10% of basic session fee

(TV & radio will cover all TV and radio channels/services worldwide irrespective of signal delivery system and reception mode)

2. Ancillary use

a) Definition

Ancillary Use is use of the commercial (incorporating the music from any recording session as defined in Clause 1) in any medium not covered by Clause 1 including (without limitation):

- i) in-store/point of sale
- ii) trade fairs
- iii) places of entertainment (eg discos, clubs, pubs etc)
- iv) phonelines
- v) DVD/CD ROM for direct mail, hire or sale
- vi) transport (eg taxis, buses, trains, boats, planes etc)
- vii) Out of Home digital advertising screens (with audio)
- viii) sports stadia/venues
- ix) online

b) Fees

For the musician's consent to ancillary use on a worldwide basis for the life of the recording (see Clause 3), the following fee for 3 minutes of music shall be paid:

Year of fee	Number of musicians	Fee for each individual use (i)-(viii)	Combined use fee uses (i)-(viii)
01.01.2020 – 31.12.2020	1-10	£44.90	+ £132.55
	11-20	£42.25	+ £123.65
	21-34	£37.30	+ £115.65
	35+	£33.55	+ £107.85

01.01.2021 – 31.12.2021	1-10	£46.25	+ £136.50
	11-20	£43.50	+ £127.35
	21-34	£38.40	+ £119.10
	35+	£34.55	+ £111.10
01.01.2022 – 31.12.2022	1-10	£47.65	+ £140.60
	11-20	£44.80	+ £131.15
	21-34	£39.55	+ £122.65
	35+	£35.60	+ £114.45

The above fees may be paid at the time of the recording session, or prior to such ancillary use.

3. Branded Communications

As an alternative to Clauses 1 and 2, the producer may opt to acquire all relevant rights in all media, worldwide in perpetuity.

This fee allows unlimited use of the recording in any form of branded communication covering all brands controlled by the Advertising Holding Company/Advertising Agency, but specifically excluding usage by any third parties. Unlimited versions/edits/cut downs of one musical work may be recorded within the recording session.

Year of fee	No of musicians	1 hour session	2 hour session	3 hour session	Audio rights uplift
01.01.2020 – 31.12.2020	1 - 10	£406.45	£522.60	£580.65	50%
	11 – 20	£365.80	£464.55	£557.45	35%
	21 - 34	£325.15	£406.45	£464.55	20%
	35 – 54	£261.30	£336.80	£377.45	10%
	55+	£203.25	£261.30	£290.35	0%
01.01.2021 – 31.12.2021	1 - 10	£418.65	£ 538.25	£598.05	50%
	11 – 20	£376.75	£478.5	£574.15	35%
	21 - 34	£334.9	£418.65	£478.50	20%
	35 – 54	£269.15	£346.9	£388.75	10%
	55+	£209.35	£269.15	£299.05	0%
01.01.2022 – 31.12.2022	1 - 10	£431.2	£554.4	£616	50%
	11 – 20	£388.05	£492.85	£591.35	35%
	21 - 34	£344.95	£431.20	£492.85	20%
	35 – 54	£277.2	£357.3	£400.40	10%
	55+	£215.65	£277.20	£308.00	0%

Overtime: Shall be paid at the rate of 55.00% of the appropriate hourly rate per 20 minutes or part thereof.

The percentage uplifts to acquire commercial audio rights are based on the prevailing BPI/MU Agreement (£130.00 on 1st January 2020) and shall only apply if paid for at the time of the engagement.

4. **Non-commercial use**

a) **Online**

Non-commercial use for “industry show reel, non-broadcast awards and reference purposes” is covered for the standard life of a recording, plus non-commercial archiving.

b) **In TV or radio programme editorial**

In return for the general right to use a recording for illustrative purposes in programming of an editorial/factual nature, the musician shall be paid a fee equivalent to 20% of the original basic session fee (excluding overtime, portorage, doubling etc), this fee to cover the standard life of the recording.

(NB This right will exclude light entertainment programming which will still require clearance on an individual basis by the broadcasters.)

5. **Life of the recording**

For all sessions other than those under Clause 3, the life of the recording shall be limited to **three years** from the date of its first transmission and/or exhibition.

If a piece of music is to be re-licensed after expiry, the renewal session fee shall be based on the current one hour session rate (variable by media) plus any ancillary use required, provided that the music used is still only for no more than two products or services and under three minutes of recorded music. (For avoidance of doubt, even if the original session three years previously included overtime or was booked as an extended session, the renewal rate shall be at the hourly rate.)

6. **Breaks**

The musician shall be entitled to a break of 5 minutes for each hour or part thereof, to be taken approximately half-way through the call period.

7. **Overdubbing**

A musician may overdub his own performance provided that:

In respect of the first overdub he shall be paid an additional 125% of the appropriate session fee;

In respect of each subsequent overdub he shall be paid an additional 140% of the appropriate session fee.

The test for overdubbing: ‘After recording, would the Musician be able to replicate the same performance (say in a live concert) without the requirement of an extra player?’

8. Performance on 2nd and 3rd instruments

- a) When a musician is required to perform upon two instruments an additional sum equal to 25% of the basic fee is payable;
- b) When a musician is required to perform upon three instruments an additional sum equal to 40% of the basic fee is payable;
- c) A musician may not be required to perform upon more than three instruments in any one session;
- d) The following groups of instruments are exempted from the above additional payments:
 - i) Drums (bass-drum, snare-drum, tom-toms, cymbals and the usual small accessories);
 - ii) Timpani (up to four kettles);
 - iii) Tuned (mallet) instruments (vibrapone, xylophone, marimba, glockenspiel, tubular bells);
 - iv) "Latin American" instruments.

9. Miming sessions (including fitting and make-up time)

- a. Where a person is employed to act the part of the musician for only the visual part of the film (hereinafter referred to as a "Miming Session") a musician shall be employed for such dummy work, except where the action requires a special character to appear as a musician.
- b. A musician employed on a Miming Session shall be paid a fee for a day's performance not exceeding 10 consecutive hours between the hours of 7.30 am and midnight, including a one-hour meal break.

Year of Fee	Fee
01.01.2020 – 31.12.2020	£260.10
01.01.2021 – 31.12.2021	£267.90
01.01.2022 – 31.12.2022	£275.95

- c. Overtime in excess of the period stated in (b) shall be paid for at the following rate per hour or part of an hour if worked between the hours of 7.30am and midnight:

Year of Fee	Fee
01.01.2020 – 31.12.2020	£51.75
01.01.2021 – 31.12.2021	£53.30
01.01.2022 – 31.12.2022	£54.90

- d. Overtime in excess of the period stated in (b) shall be paid for at the following rate per hour or part of an hour if worked between midnight and 7.30am:

Year of Fee	Fee
01.01.2020 – 31.12.2020	£86.55
01.01.2021 – 31.12.2021	£89.15
01.01.2022 – 31.12.2022	£91.80

10. Fares and portorage

- a) Second class fares by ordinary public transport shall be payable to and from all engagements in studios beyond 5 miles from the appropriate main line termini.
- b) If the musician is called at a time or detained until a time when public transport is not available, the producer or practitioner shall transport the musician at the producer's/practitioner's expense between the place where the musician is required to work and the musician's place of residence. If such transport is not available, then the musician shall be provided free of charge with reasonable living accommodation and meals at or near the place where he is required to work.
- c) For transporting heavy instruments, the musician shall receive additional payments as follows:

Group A - Payment

01.01.2020 – 31.12.2020	£21.95	Chimes	Drums
01.01.2021 – 31.12.2021	£22.60	Marimba	Vibraphone
01.01.2022 – 31.12.2022	£23.25		

Group B - Payment

01.01.2020 – 31.12.2020	£16.30	Elec. Accordion	Tuba
01.01.2021 – 31.12.2021	£16.80	Elec. Guitar	Double Bass
01.01.2022 – 31.12.2022	£17.30	Bass Saxophone	

Note: Limit of payment in Group B for two or more instruments:

01.01.2020 – 31.12.2020	£26.80	(inc. Tuba + mutes etc)
01.01.2020 – 31.12.2020	£27.60	(“ “ “ “)
01.01.2020 – 31.12.2020	£28.40	(“ “ “ “)

Group C - Payment

01.01.2020 – 31.12.2020	£10.80	Contra Bassoon	2 Saxes
01.01.2021 – 31.12.2021	£11.15	Glock	Cello
01.01.2022 – 31.12.2022	£11.50	Baritone Sax	
		Trombone + 1 other brass instrument	
		or mutes	

Group D - by Negotiation

Porterage rates for these instruments are subject to individual negotiations.	Harp	Full Drum Kit
	Timpani	Organ

In addition, for recording sessions held within the London “congestion charge” zone – and for the instruments specified in Groups A, B, C and D only – the musician shall receive a further payment in line with, and no greater than, the prevailing congestion charge as laid down by Transport

for London or its successors.

11. New instrument devices

Instruments and devices incorporating pre-recorded sounds or producing sounds by electronic means must not be used to replace or reduce the employment of conventional instrumentalists in circumstances where these may be reasonably expected to be used; it is understood however that these devices may be used to produce sounds that cannot be produced by conventional instruments.

12. Synchronisation with television programmes and feature films etc

The right to incorporate or permit others to incorporate music recorded under the terms and conditions of this Agreement into audio or audio-visual products not covered by the Agreement shall be subject to the Musicians' Union's right to negotiate and collect fees on behalf of the musicians.

13. Payment terms

Payment in respect of sessions contracted under the terms and conditions of this Agreement within 28 days of receipt of a valid invoice, subject to the final session taking place.

14. Procedure for review of fees

- a) It is agreed that any future adjustment of the fees or terms of this agreement shall not be applied retrospectively.
- b) In order to permit sufficient time for review of any proposals for change of this agreement so that these may come into effect on its anniversary date, a party wishing to vary any of the terms should give notice in writing of its proposals at least three clear months ahead of such anniversary date.
- c) It is further agreed that there will be an interval of at least four weeks between the date of the despatch by the IPA of notices to its members of an adjustment between the parties to the fees in this Agreement and the effective date of such adjustment.

IPA/MU Recorded Advertising Music Agreement – Appendix 1

Procedure for clearing performers' rights where existing recordings (made under other agreements) are incorporated into advertisements.

1. At the initial planning stage the agency/company should contact the Union's Recording & Broadcasting Department giving full details of the track in question including:

Record label/other record rights owner
Artist
Year of release
2. If the track is one made under an UK agreement with full data available Procedure A (a)-(e) will apply.
3. If the track is an UK track for which there is no or incomplete information then Procedure B(a)-(f) will apply.
4. If the track in question is not recorded in the UK then the Musicians' Union would have no authority regards clearance but would advise on the appropriate overseas union for the company to contact.
5. **Procedure A** (UK track with full performer data available)
 - a) In response to the initial request from the agency the Union will confirm the number of players involved indicating individual names.
 - b) The Union will confirm the overall cost of those performers' rights clearance, including VAT and a 10% administration charge for collection and onward distribution of money.
 - c) The agency will confirm their intention to proceed on this basis.
 - d) The Union will issue an invoice including a conditional indemnity against any further session player claims, effected at the moment the invoice is raised and confirmed on receipt of payment.
 - e) The Union receives payment and makes onward distribution to the players/next of kin. At this stage the clearance is effected.
6. **Procedure B** (UK track, incomplete or no performer data available)
 - a) In response to initial request from agency the Union will confirm the number of players where available or indicate the need for an expert musicologist to do so.
 - b) Having established the number of players, using the services of a musicologist where necessary, the Union will confirm the overall cost of performers' rights clearance, including VAT and a 10% administration fee for collection and onward distribution of money.
 - c) The agency will confirm their intention to proceed on this basis.
 - d) The Union will issue an invoice including a conditional indemnity against any further session player claims, effected at the moment the invoice is raised and confirmed on receipt of payment.
 - e) The Union receives payment to hold on suspense. At this stage clearance is effected.
 - f) The Union will use its internal machinery to identify the players/next of kin on the track in question and make onward distribution.