

**Dated**

1st January 2018

Licence of

"Vocal Recording Title"

Vocal Recordings for incorporation in

"Master Recording Title"

between



and

**YOUR NAME**

SAMPLE

## Clauses

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## Schedule

Schedule 1. The Master Recordings and Vocal Recordings

## Parties

1. **Your Name (Licensee)**  
Your House/Flat Number, Your Street, Your Town/City, Your Region.  
Your Post/ZIP code. Your Country. Your Email Address.
2. **Free Vocals (Licensor)**  
(Partnership between David Elliott and Sanna Hartfield trading as Free Vocals)  
6 Lime Close, Reigate. RH2 8AP. UK. licensing@freevocals.com

## Background

1. The Licensor has created the Vocal Recordings (as defined in Schedule 1).
2. The Licensee wishes to receive and the Licensor is willing to grant to the Licensee a non-exclusive licence to incorporate the non-exclusive Vocal Recordings into the Master Recordings and Exploit the Master Recordings exclusively in the Territory.
3. This licence agreement includes the Vocal Recordings and Master Recordings (as defined in Schedule 1) only. Any Vocal Recordings and Master Recordings, including alternative versions or remixes are subject to approval by the Licensor.
4. Featuring the Vocalists name in the Master Recording title, copy, description or meta data is subject to approval by the Licensor (as defined in Schedule 1).
5. The Licensee shall not distribute the Vocal Recordings independently of a Production, in that they are not to be distributed as isolated Vocal Recordings. The Licensee shall not cause or allow the Vocal Recordings to be electronically transmitted or available to file sharing networks.
6. The Licensee shall not use digital fingerprinting, including but not limited to Youtube Content ID and Facebook Copyright Identification to claim any copyrights or attempt to monetize the standalone vocal recordings or any other production incorporating the vocal recordings.

## Agreed Terms

### 1. Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

**Copyright:** the right to make copies, licence and exploit the Master Recordings.

**Effective Date:** the date of this agreement.

**Exploit:** the distribution of digital and physical records through retail outlets, synchronisation (Sync) and any promotional activity or distribution.

**ISRC Code:** an International Standard Recording Code assigned by Distributors and Record Labels to uniquely identify sound recordings.

**Master Recordings:** a composition incorporating the Vocal Recordings.

**Net Royalty Receipts:** all income received by the Licensee arising directly and identifiably from the exploitation of the Master Recordings defined in Schedule 1, less: marketing, manufacture and distribution costs incurred.

**Performers:** each person whose performance is embodied on the Master Recordings that shall be registered with the relevant Performing Rights Organisations (e.g. PPL)

**Publishing:** the writers shares of the composition that shall be registered with the relevant Performing Rights Organisations (e.g. PRS)

**Royalty Period:** the period from the Effective Date to 31st December and each subsequent period of 3 consecutive months thereafter during the continuance of this licence and any period thereafter when Licensee receives income.

**Rightsholder:** the person or organisation that owns the copyright to the Master Recordings and Vocal Recordings.

**Sales Royalties:** all income received by the Licensee arising directly and identifiably from the distribution of digital and physical records through retail outlets.

**Sync:** synchronisation of the Master Recordings to film or television.

**Term:** perpetuity commencing on the Effective Date.

**Territory:** the World and the Universe.

**Vocal Recordings:** the isolated Vocal Recordings.

Clause and schedule headings shall not affect the interpretation of this agreement. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules. References to clauses and schedules are to the clauses and schedules of this agreement. **Writing** or **written** includes email.

### 2. Grant

2.1. The Licensor hereby grants to the Licensee a non-exclusive licence to incorporate the Vocal Recordings in the Master Recording and Exploit the Master Recording in the Territory subject to, and in accordance with, the terms of this agreement.

2.2. The Licensor consents to the distribution of digital and physical records through retail outlets, synchronisation (Sync) and any promotional activity or distribution.

### **3. Warranties**

3.1. The Licensor warrants and represents to the Licensee:

- (a) the Vocal Recordings are original copyright works and do not infringe the copyright or any other right of any person;
- (b) the Licensor is the absolute owner of any and all rights in the Vocal Recordings as detailed in Schedule 1;
- (c) to the extent that any person other than the Licensor was involved in any aspect of the creation of the Vocal Recordings, the Licensor has obtained all consents, clearances, waivers, permissions and any other things whatsoever necessary or desirable to enable the Licensee to freely Exploit the Vocal Recordings and to fully enjoy the rights granted to it under this agreement
- (d) without prejudice to the provisions of 3.1 (c) above, they have paid all sums due to any person however involved in whatever capacity in the creation of the Vocal Recordings.

3.2. Each party to this agreement warrants and represents to the other that it has full power and authority to enter into this agreement and to perform its obligations and grant the rights required to be granted by it under this agreement. The Licensee confirms that they are aged 18 years or older.

### **4. Royalties**

4.1. The Licensee shall pay the Licensor 50% of the Net Royalty Receipts.

4.2. The Licensee shall keep full, detailed and accurate books of account showing all income from exploitation of rights hereunder and allowable offsets and expenses including marketing, manufacture and distribution. All books and records (including all original invoices and receipts) (the "Books") shall be retained by Licensee for six (6) years; during which time the Licensor may have the Books inspected as set out below.

- a) Statements will be provided upon the Licensor's request at least every six months in sufficient detail to enable the Licensor to verify amounts due from all exploitation of rights. Within 30 days of the statement being provided, Licensor shall be paid all monies due when the Net Royalties are equal to or exceed £50 GBP. Net Royalties below £50 GBP shall be carried over to the next statement.
- b) Licensor shall have the right once per year to inspect the Books or may appoint an auditor or accountant to do so. Any under accounting found shall be paid immediately. If ten percent (10%) or more of the amount paid is found due, the Licensee shall pay the costs of the audit.
- c) Licensee shall give the Licensor a completed certificate of deduction for any withheld taxes.

4.4. All sums shall be exclusive of VAT which shall (if applicable) be paid upon presentation of a VAT invoice.

4.5. Where the Licensor has granted any sublicense pursuant to clause 5, the Licensee shall include, in its royalty statements, payments in respect of all sales and exploitation carried out by or on behalf of the sublicensee, and shall include records of such activities in

the records it keeps and statements it submits.

4.6. Royalties and any other sums payable under this agreement shall be paid in pounds sterling (GBP) to the credit of a bank account to be designated in writing by the Licensor.

## **5. Sub-licensing**

5.1. The Licensee shall have the right to grant to any person a sublicense of any of its rights under this agreement provided that:

5.2. the Licensee shall ensure that the terms of any sublicense are in writing and are substantially the same as the terms of this agreement (except that the sub licensee shall not have the right to sublicense its rights) and the Licensee shall provide the Licensor with a copy of the sublicense on request; and

5.3. all sublicenses granted shall terminate automatically on termination or expiry of this agreement.

## **6. Delivery, Duration and Termination**

6.1. This agreement shall come into force on the Effective Date and shall remain throughout the term unless ended sooner under clause 6.4 and 6.6.

6.2. Both parties shall provide a written signature as acceptance of this agreement which shall be delivered electronically by private digital transmission.

6.3. The Licensee shall provide the Licensor with ISRC codes for the Master Recordings defined in Schedule 1 and variations thereof immediately upon assignment.

6.4. The agreement shall automatically cease and determine in the event that the Licensee enters into liquidation or becomes insolvent or enters into an arrangement with its creditors or in the event of the appointment of a receiver or administrator for all or a portion of its property. In any such event all rights granted hereunder shall revert automatically to Licensor without the need for further formality.

6.5. The Licensee shall not assign or otherwise dispose of the benefit or burden of this agreement without prior written consent and no purported assignment or disposition shall be valid.

6.6. If the Licensee is in default, fails to account on time following the Licensor's royalty statement requests or otherwise breaches its obligations hereunder, then Licensee shall have thirty (30) days after notice of such breach to remedy it. If it is not remedied, the Licensor (without prejudice to Licensor's other rights) shall be entitled to immediately terminate the agreement by written notice to the Licensee. Thereupon, all rights shall automatically revert to the Licensor without further formality.

## **7. Effect of Termination**

7.1. On termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

- (a) all rights and licenses granted pursuant to this agreement shall cease;
- (b) the Licensee shall cease to make any use of the Vocal Recordings.

## **8. Entire Agreement**

8.1. This agreement and any documents referred to in it constitute the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8.2. Each of the parties acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

## **9. Variation**

9.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **10. Severance**

10.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

## **11. Counterparts**

11.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

## **12. Third Party Rights**

12.1. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## **13. No Partnership or Agency**

13.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of another party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

## **14. Force Majeure**

14.1. Neither party shall be in breach of this agreement nor liable for delay in performing,

or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. The maximum period of any extension shall be 30 days.

## 15. Governing Law and Jurisdiction

15.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by:

Licensee

Date:

Signed by:  
Sanna Hartfield  
Partner - Free Vocals

Licensor

Date:

Signed by:  
David Elliott  
Partner - Free Vocals

Licensor

Date:

## **Schedule 1: The Master Recordings & Vocal Recordings:**

### **Vocal Recording audio:**

LINK

### **Master Recording title:**

TITLE

### **Reference Master Recording audio:**

LINK

**Feature Vocalists name in Master Recording title:** YES

### **Master Recordings Rightsholder:**

Licensee - 100% Master Recordings

### **Vocal Recordings Rightsholder:**

Licensor - 100% Vocal Recordings

### **Sales Royalties:**

Licensor - 50%

Licensee - 50%

### **Publishing:**

Composer Name – 50% Composer (C)

Vocalist Name – 50% Author (A)

### **Performers:**

Composer Name – Producer

Vocalist Name – Voice

### **Sync Usage Fees:**

Licensor - 50%

Licensee - 50%