

# Sample Clearance Agreement

## Master Recording & Original Composition

69066-SHSC68704

**Note: This is an example agreement for information only**

**1. Introduction.** This Agreement is between **[Name of Individual or Record Label]** of **[Address]** ("Licensee") and **Free Vocals** (partnership between David Elliott and Sanna Hartfield) of 6 Lime Close, Reigate, Surrey. RH2 8AP. United Kingdom. [licensing@freevocals.com](mailto:licensing@freevocals.com) ("Licensor").

**2. Master Recording.** Licensor owns all rights in a recording entitled "**[Vocal Recording Title]**" (the "Master Recording").

**3. New Recording.** Licensee intends to use a portion of the Master Recording (the "Sample") in a recorded composition entitled "**[New Recording Title]**" (the "New Recording"), as performed by "**[Artist Name]**"

**Note: Two types of copyright exist in both the recording (sound) and the composition (lyrics, melody). This agreement covers both as we own the master recordings and publishing rights to the original compositions.**

**4. Original Composition.** Licensor is the owner of an original composition "**[Composition Title]**" (the "Original Composition").

**5. New Composition.** Licensee intends to use a portion of the Original Composition in a new composition entitled "**[New Composition Title]**" (the "New Composition"), as performed by "**[Artist Name]**" (the "Artist"). The New Composition will appear on Artist's recording (the "New Recording").

**6. Approved Usage.** Licensee agrees that the amount of the Sample usage will not exceed that in the copy of the New Recording furnished to Licensor (the "Approved Usage").

Approved number of new derivative versions of New Recording: **[Number]**

**[Links to New Recording Audio]**

**Note: You can licence samples of our Master Recordings for use on a single track, or include extra remixes (derivative versions that are different from the New Recording)**

**7. Grant of Rights.** Licensor grants to Licensee the non-exclusive right to use, reproduce, and sell the Sample and Original Composition as included within the New Recording. Licensee may edit the length and structure of the New Recording but Licensee's usage cannot exceed the Approved Usage. Licensee may not create new derivative versions of the New Recording unless agreed in the Approved Usage. This grant of rights lasts for the full length of copyright of the New Recording and New Composition. Licensor also grants to Licensee and its assignees the right to include and exploit the Sample and Original Composition in the Approved Usage for digital Internet usage, promo video clips, and audio/visual uses, all solely for advertising and promoting the sale of the New Recording. This grant is binding on Licensee's assignees and sub-licensees. Licensor retains all rights other than those granted in this Agreement.

**Note: You can create shorter radio edits, or longer DJ Mixes of the New Recording under this agreement but additional remixes in a different style, bpm or key need to be identified in the Approved Usage or licensed separately.**

**8. Territory.** The rights granted under this Agreement cover the World and the Universe (the "Territory").

**9. Other Uses.** In the event that the Licensee intends to use the Sample and Original Composition for any other purposes (other than those stated in this Agreement), Licensor agrees to negotiate those licenses in good faith.

**Note: This agreement covers you for releasing the New Recording on digital download stores and on CD/Vinyl including promotional uses such as audio or video clips. This agreement doesn't cover other uses such as TV/Film (synchronisation) but we will negotiate those licenses if the need arises.**

**10. Payments & Mechanical Income.** Licensee will pay Licensor a flat fee of **£50 GBP (fifty pounds sterling)** on execution of this Agreement as full payment for all rights granted.

**Note: Mechanical Income is money generated from sales and streams. You pay us a flat fee and you keep these royalties and do not have to supply us with sales reports.**

**11. Credit.** All releases of the New Recording will contain the following statement: "Contains portions of "[Vocal Recording Title]" used by permission of Free Vocals. All rights reserved." The Licensee may not use the name of the original performer as a featured artist in the New Recording title unless agreed in writing signed by both parties.

**12. Performance Income (Composition).** The New Composition must be cleared with the appropriate performing rights societies (that is, PRS), and the clearances must state that the New Composition includes the Original Composition. Licensor will be credited with 25% of the Publisher's Income, and the writers of the Original Composition will be credited with a total of 25% of the Writer's Income.

**Note: As the Publisher of the Original Composition, we will register the New Composition with PRS on behalf of our writers. Performance Income is paid to writers and publishers directly from the performing rights societies if a composition is performed in public. Our standard performance income share is 50/50 (you get 50% and we share the other 50% with our writers). If there is more than one composer involved in the New Recording or you have used a very short sample, we can negotiate this share.**

**13. Performance Income (Recording).** The New Recording must be registered with the appropriate performing rights societies (that is, PPL) and the registration must state that [Vocalist Name], the performer of the Original Recording is a performer on the New Recording.

**14. Warranties.** Licensor warrants that it has the power to enter into and grant the rights in this Agreement.

## 15. Termination.

- a. If Licensee breaches any terms of this agreement, then Licensee shall have thirty (30) days after notice of such breach to remedy it. If it is not remedied, Licensor (without prejudice to Licensor's other rights) shall be entitled to immediately terminate the agreement by written notice to Licensee. Thereupon, all rights shall automatically revert to the Licensor without further formality.
- b. On termination of this agreement all rights and licenses granted pursuant to this agreement shall cease and Licensee shall cease to make any use of the Master Recordings and Original Composition.

## 16. General.

- a. Licensee may not distribute the Master Recording independently of the New Recording, in that it may not be distributed as an isolated Recording. Licensee may not cause or allow the Master Recording to be electronically transmitted or available to file sharing networks.
- b. Licensee may not use digital fingerprinting on the New Recording, including but not limited to Youtube Content ID and Facebook Copyright Identification to claim any copyrights or attempt to monetize the Master Recording or any other recording incorporating the Master Recording.
- c. Licensee must provide Licensor with ISRC codes for the New Recording and approved derivative versions immediately upon assignment.

***Note: If you're not sure what an ISRC code is then your distributor or record label will be able to give it to you when the New Recording is released.***

- d. Nothing contained in this Agreement makes Licensee or Licensor a partner, joint venture, or employee of the other party for any purpose.
- e. This Agreement may not be amended except in writing signed by both parties.
- f. No waiver by either party of any right can be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement will be interpreted to carry out the intent of the parties.
- g. This Agreement is governed by and interpreted under the laws of England and Wales.
- h. This Agreement expresses the complete understanding of the parties and supersedes all prior proposals, agreements, representations, and understandings.
- i. Notices required under this agreement can be sent to the parties at the addresses provided below.