

Sample Clearance Agreement

Master Recording & Original Composition

Agreement number: 00000-000000000

Agreement date: dd/mm/yyyy

Note: This is an example agreement for information only. Remember, you can use our Vocals (the Master Recordings) for personal education, non-profit, non-monetised use. That means you can incorporate our Vocals in a New Recording and send it to Record Labels to see if they're interested in a release. You just need this Sample Clearance Licence BEFORE you release a New Recording to the download stores and streaming services, or on CD/Vinyl. Please respect our copyright. If you have any questions, we're happy to help you.

1. Introduction. This Agreement is between **[Name of Individual or Record Label]** of **[Address]** ("Licensee") and **David Elliott and Sanna Hartfield** in partnership (using the trading name 'Free Vocals') of Free Vocals. 19 Fenbridge House, Rubeck Close, Surrey. RH1 1TH. United Kingdom. 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") combined with other samples and sounds owned by Licensee (the "Meaningful Additions") in a New Recording entitled "**[New Recording Title]**" (the "New Recording"), as performed by "**[Artist Name]**"

Note: Two types of copyright exists in both the recording (sound) and the composition (lyrics, melody). This agreement covers both as we own the Master Recording copyright and publishing rights to the Original Compositions. As the New Recording contains other samples and sounds created by you, the Performance Income is shared between us (the Licensor) and you (the Licensee)

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"). [Link to audio provided below](#). Licensee may edit the New Recording's length and arrangement and release alternative versions, subject to providing Licensor with the titles and ISRC codes prior to release. The Licensee may not create new derivative versions of the New Recording, including versions by another artist or in a different style, tempo or key.

Note: You can create multiple edits of your new recording, such as a shorter Radio Edit or extended Club Mix. Remixes by different artists or in another style, tempo or key must be licensed separately.

7. Grant of Rights. Licensor grants to Licensee the non-exclusive right to use, reproduce, and sell the Sample as included with Meaningful Additions within the New Recording and New Composition (subject to the distribution limits defined in clause 11). This grant is binding on Licensee's assignees and sub-licensees. Licensee shall have no rights to exploit the Sample and Original Composition without the Meaningful Additions, separate and apart from its inclusion in the New Recording and New Composition. Licensor shall continue to own all right, title, and interest in and to the Master Recordings and Original Composition, and nothing herein shall constitute an assignment of any such rights. For the avoidance of doubt, Licensee shall not own the intellectual property rights to the Sample, Master Recording or Original Composition. All Meaningful Additions written and recorded by the Licensee shall be owned by Licensee. For avoidance of doubt, this licence is non-exclusive and Licensor may continue to licence the Master Recording and Original Composition to other third parties. Licensor retains all rights other than those granted in this Agreement.

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 New Recording for any other purposes (other than those stated in this Agreement), Licensor agrees to negotiate those licenses in good faith.

Note: This agreement allows you to release the New Recording on digital download stores, audio/video streaming services and on CD/Vinyl. This agreement does not cover other uses such as TV/Film (synchronisation) or product advertisements.

10. Payments. Licensee will pay Licensor a flat fee of **£25 GBP (twenty five pounds sterling)** on execution of this Agreement as full payment for all rights granted. The fee is non-negotiable, non-refundable and non-recoupable.

Note: The £25 GBP entry level flat fee is based on a small percentage of the estimated royalties that you may receive across the stores and streaming services. For example, based on an estimated £0.003 per stream, Spotify would pay you £150 for 50,000 streams of your New Recording. An estimated £0.50 per download, iTunes would pay you £125 for 250 downloads. An estimated £0.0006 per stream, YouTube would pay you £75 for 125,000 video streams of your New Recording (excluding your distributor or record label deductions)

The total estimated royalties from streams and downloads covered by this licence would be £350.

11. Distribution. Licensee shall only distribute the New Recording through the following channels:

- a. Physical compact discs or vinyl strictly limited to 50 (fifty) prints;
- b. Internet download services (collectively, the "Download Services"), such as iTunes; Amazon; Beatport; strictly limited to 250 (two hundred and fifty) downloads;

Note: Based on an estimated £0.50 GBP per download, iTunes would pay you £125 GBP for 250 downloads of your New Recording (excluding your distributor or record label deductions)

- c. Internet audio streaming services (collectively, the "Audio Streaming Services"), such as Spotify; Apple Music; YouTube Music; Soundcloud; strictly limited to 50,000 (fifty thousand) cumulative streams.

Note: Based on an estimated £0.003 GBP per stream, Spotify would pay you £150 GBP for 50,000 audio streams of your New Recording (excluding your distributor or record label deductions)

- d. Internet video streaming services (collectively, the "Video Streaming Services"), such as YouTube; Facebook, Dailymotion; strictly limited to 125,000 (one hundred and twenty five thousand) cumulative streams.

Note: Based on an estimated £0.0006 GBP per stream, YouTube would pay you £75 GBP for 125,000 video streams of your New Recording (excluding your distributor or record label deductions)

e. If the distribution limits are exceeded, then the Licensor hereby agrees to increase such limits in return for a further licence fee. Such fee shall be charged on the basis of £50 GBP (fifty pounds sterling) per additional 100 (one hundred) physical compact discs or vinyl, 500 (five hundred) downloads, 100,000 (one hundred thousand) cumulative audio streams and 250,000 (two hundred and fifty thousand) cumulative video streams.

Note: If you don't exceed the distribution limits then you can still continue to distribute your New Recording. There are no time limits.

12. Credit. The Licensee may not use the name of the original performer as a featured artist in the New Recording title, artwork, linear notes, descriptions or promotional material unless agreed in writing signed by both parties. The performers and writers of the Master Recording and Original Composition expressly reserves and asserts their right to be identified as a performer or an author of the New Recording and New Composition, such right arising under section 77 of the Copyright, Designs and Patents Act 1988 (as amended)

Note: You need our permission to feature artists names in titles, artwork and promotional materials. Our original performers and writers also have the right to be identified and credited, however short the sample is.

13. Performance Income (Composition). The New Composition shall be registered with the appropriate performing rights societies (that is, PRS), and the registration must state that the New Composition includes the Original Composition. Licensor will be credited with a total of 25% (twenty five percent) (Publishers Share), and the writers of the Original Composition will be credited with a total of 25% (twenty five percent) (Writers Share). Licensee will be credited with a total of 50% (fifty percent) (Writers and Publishers Share Combined).

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 more than one person is involved in creating the New Composition or you have used a very short Vocal sample, we can negotiate this share.

14. Performance Income (Recording). The New Recording shall be registered with the appropriate performing rights societies (that is, PPL) and the registration must state that the performer of the Original Recording is a performer on the New Recording.

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

16. Termination.

a. If Licensee breaches any terms of this agreement, then Licensee shall have 30 (thirty) 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. Following termination of this Agreement, Licensee shall use reasonable efforts to remove the New Recording from the Audio/Video Streaming Services and Download Services. For the avoidance of doubt, any physical embodiment of

the New Recording created and distributed by or on behalf of Licensee in accordance with this Agreement does not need to be recovered, destroyed, or otherwise reverse distributed upon the termination of this Agreement.

c. 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 New Recordings, Master Recordings and Original Compositions.

17. 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, Facebook Copyright Identification and Audible Magic to claim any copyrights or attempt to monetise the Master Recording or any other recording incorporating the Master Recording.

Note: YouTube Content ID and other digital fingerprinting services prohibit audio that includes non-exclusive samples as this can cause rights conflicts. You can only fingerprint audio that you have the entire exclusive rights to. As your New Recording contains our non-exclusive samples, you cannot use these services. This applies to any other samples or sounds from third parties that you do not have exclusive rights to.

c. Licensee must provide Licensor with ISRC codes for the New Recording and approved derivative versions immediately upon assignment.

Note: ISRC codes are used to identify sound recordings and compositions. If you're not sure what an ISRC code is or where to find it then your distributor or record label can advise 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 the English courts shall have exclusive jurisdiction.

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 in this agreement.

Note: This is where we sign the agreement. Please respect our copyright and obtain a licence BEFORE releasing your New Recording commercially. Using unlicensed Samples for commercial use is Copyright Infringement. We use digital fingerprinting and audio forensic technologies to detect unlicensed use of our Master Recordings.