



AGREEMENT FOR THE RECORDING AND USE OF PRODUCTION MUSIC

BETWEEN

THE MUSICIANS' UNION
OF
60-62 CLAPHAM ROAD, LONDON, SW9 0JJ

AND

PRODUCTION MUSIC ADVISORY GROUP
OF
PRS for MUSIC, 1st FLOOR, GOLDINGS HOUSE, 2 HAYS LANE
LONDON, SE1 2HB

DATED 1st January 2022

See Schedule 3 for Definitions

1. Engagement of Performers

Performers shall be engaged hereunder for the recording of Production Music either directly by a Producer or through a Union Approved Contractor in each case using the Consent Form attached hereto at Schedule 1. For the avoidance of doubt existing recordings made by a Producer prior to the date hereof shall not be subject to the terms of this Agreement.

2. Recording Sessions

2.1 A recording session shall be either:

2.1.1 Three hours in duration, including a break of not less than 15 minutes, a maximum of 21 minutes of music recorded at such session may be used by the Producer. The minimum fee for a three hour recording session shall be £175.00.

2.1.2 Four hours in duration, including a break of not less than 20 minutes, a maximum of 28 minutes of music recorded at such session may be used by the Producer. The minimum fee for a four hour recording session shall be £235.00.

Note: Late Payment of Commercial Debts (Interest) Act 1998.
Interest at 8% above the UK clearing banks base rate is applicable to all Fees paid late.

2.2 Overtime (in no event to exceed 30 minutes) shall only take place for the completion of a work or title commenced during the recording session and subject to the agreement of the Performer(s). Overtime shall be paid pro rata at the rate of 150% of the recording session fee.

3. Performers engaged to perform on more than one instrument:

3.1 One additional instrument at a recording session (doubling) shall be paid an additional 25% of the recording session fee;

3.2 Two additional instruments at a recording session (trebling) shall be paid an additional 40% of the recording session fee;

3.3 No Performer shall be required to perform on more than three instruments in the course of a recording session, and the following groups of instruments shall each be regarded as one instrument:-

(a) Tuned 'mallet' instruments (ie. vibraphone, xylophone, marimba, glockenspiel, and tubular bells);

(b) 'Latin American' rhythm instruments;

(c) Drum kit (eg. bass drum, snare drum, tom-toms, cymbals and usual accessories);

(d) Timpani (to a maximum of 4 kettle drums)

4. Overdubbing

Performers required to over-dub their own performance shall be paid an additional fee of 110% of the recording session fee for each over-dub.

5. Musical Directors

Where a Performer is also acting as Musical Director for a recording session they shall be paid an additional 100% of their recording session fee.

6. Porterage

Porterage shall be paid as set out in Schedule 2.

7. Rights Acquired

Performer hereby agrees that in consideration of and upon payment in full of such Fees included on the 'Consent Form (Schedule 1)', s/he will irrevocably assign to Producer throughout the world in perpetuity all rights (whether now known or hereafter created) of whatsoever kind that subsist in the Performer's recorded performances of the Titles made hereunder and grant all such consents as may be necessary pursuant to Part II of the Copyright Designs and Patents Act 1988 (as the same may be amended or re-enacted from time to time) ("the Act") to enable Producer to exploit and permit the exploitation of the recorded performances referred to on the 'Consent Form (Schedule 1)' throughout the world to the fullest extent possible. Performer further agrees that s/he shall not rely on any moral rights, performers' rights or other rights of whatsoever nature that s/he may have in the recorded performances referred to above to prevent their exploitation by Producer.

8. Undertakings

Producer undertakes:

8.1 to use the Consent Form attached at Schedule 1 for each engagement hereunder and to keep a copy of each fully signed Consent Form showing the full names of the performers, the date, length and number of sessions, the titles of the compositions recorded, and the payments made, and to provide a copy thereof to the MU; and

to use best business endeavours to:

8.2 ensure that the Performer's contribution is included in the relevant metadata to DDEX, or equivalent industry standards.

8.3 procure a credit identifying the Performer on the packaging or liner or sleeve notes of any recording made or authorised by the Producer, and in the end credits of any audiovisual recording made or authorised by the Producer.

8.4 if requested by a Performer or the MU, confirm to the relevant collection societies the Performer's interest in any recording so that the Performer may receive any sums due to them pursuant to the rules of any public performance or other collecting society in respect of their recorded performances made hereunder, and nothing contained in this Agreement shall be deemed to preclude the Performer from claiming such sums.

9. Dispute Procedure

In the event of a dispute arising between a Performer and a Producer over the operation and/or interpretation of this Agreement and/or related Consent Form, a meeting shall be held between representatives of the Union and of the Producer concerned. In the event of a failure to agree, consideration shall be given to conciliation and/or arbitration.

10. Term

The term of this Agreement (the "**Term**") shall commence on the date hereof and shall continue for an Initial Period of three (3) years and continuing thereafter, subject to each party's right to terminate the Term at any time during or after the Initial Period on not less than three (3) months written notice to the other.

Signed: _____
On behalf of the Musicians' Union

Signed: _____

On behalf of: _____

CONSENT FORM (Schedule 1)

Incorporating the terms of the Musicians' Union / Production Music Advisory Group Agreement dated 1st January 2022

This Agreement is made on..... of.....2022

between..... (Insert full name of performer) ("Performer")

of..... (Insert address of performer)

and..... ("Producer")

(Insert full name of individual(s) or limited company making recording. If using a trading name insert full name of individual(s) or limited company above and insert trading name here: t/a.....)

of..... (Insert address of producer)

Studio/Location..... Session date(s).....

Name and address of Contractor (if any)

Title(s) recorded (Use working title if necessary)

- 1.....2.....
3.....4.....
5.....6.....
7.....8.....
9.....10.....
11.....12.....
13.....14.....
15.....16.....
17.....18.....
19.....20.....

FEES [] + Vat [] Total = []

This agreement incorporates the terms, conditions, promises, agreements and undertakings on the part of Producer and Performer set out in the Agreement made on XX XXXX 2021 between the Musicians' Union and the Production Music Advisory Group. Producer hereby agrees to pay Performer the Fees (plus VAT if applicable) set out above in full within 21 days of the date of this agreement. Performer hereby agrees that in consideration of and upon payment in full of such Fees s/he will irrevocably assign to Producer throughout the world in perpetuity all rights (whether now known or hereafter created) of whatsoever kind that subsist in the Performer's recorded performances of the above Titles made hereunder and grant all such consents as may be necessary pursuant to Part II of the Copyright Designs and Patents Act 1988 (as the same may be amended or re-enacted from time to time) ("the Act") to enable Producer to exploit and permit the exploitation of the recorded performances referred to above throughout the world to the fullest extent possible. Performer further agrees that s/he shall not rely on any moral rights, performers' rights or other rights of whatsoever nature that s/he may have in the recorded performances referred to above to prevent their exploitation by Producer.

Data Protection: Musician consents to the disclosure / processing of their personal information, including the fact of their MU membership (if applicable), by:

- (a) Producer in order to fulfil their obligations under this Session Agreement;
(b) 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.

SignedPrint Name in capitals.....(on behalf of) "Producer"
Date:

Signed..... Print Name in capitals "Performer"
Date:

Performer's MU membership no.....PPL PID.....

Note: Late Payment of Commercial Debts (Interest) Act 1998.
Interest at 8% above the UK clearing banks base rate is applicable to all Fees paid late.
THE COPYRIGHT IN THIS CONTRACT BELONGS TO THE MUSICIANS' UNION, 60/62 CLAPHAM ROAD, LONDON, SW9 0JJ

Schedule 2: Porterage

The porterage payments are as follows:

GROUP A - Payment £21.45

Chimes
Marimba
Vibraphone
Xylophone

GROUP B - Payment £16.10

Electric Accordion
Electric Guitar
Bass Saxophone
Tuba
Double Bass

N.B. LIMIT OF PAYMENT IN GROUP B FOR TWO OR MORE INSTRUMENTS £25

GROUP C - Payment £10.70

Contra Bassoon
Glockenspiel
Baritone Saxophone
Trombone plus 1 other brass instrument or mutes
2 Saxophones
Cello

GROUP D - Payment to be negotiated between the Producer and Performer on a case by case basis

Drums
Harp
Timpani
Organ

Schedule 3: Definitions

The MU: a trade union representing the interests of musicians in the United Kingdom.

Overdubbing: the following test shall be applied 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.'

Producer: a person or company who is a signatory to this Agreement.

Production Music: (also known as library music) is music recorded for the purpose of non-exclusive licensing to customers for use in film, television, radio and other media but which is not recorded for the purposes of a specific production and/or primarily for commercial audio release. A secondary right for commercial exploitation is permitted only if the primary production music status is proven.

Performer: means a musician who is engaged for a recording session by a Producer.

Union Approved Contractor: an approved contractor (or 'fixer'), is an individual or company who has signed an agreement with, and is authorised by, the Musicians' Union to engage musicians for session work.