

**An Agreement dated 1<sup>st</sup> January 2022 between****The Musicians' Union ("The MU"), of MUHQ, 30 Snowfields, London SE1 3SU****and****Audio Network Limited ("Audio Network"), of The Johnson Building, 77 Hatton Garden, London EC1N 8JS**

Whereby it is agreed between the parties as follows:

Certain capitalised words shall have the meaning ascribed to them in Schedule 3, "Definitions".

**1. Engagement of Performers**

Performers shall be engaged hereunder for the recording of Production Music either directly by Audio Network 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 Audio Network 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 24 minutes of music recorded at such session may be used by Audio Network. The fee for a three-hour recording session shall be a minimum of £185.

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 Audio Network. The fee for a four-hour recording session shall be a minimum of £246.

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.

2.3 Travel costs. Recording sessions at Audio Network, School Farm Studios, will be subject to the current HMRC mileage rate of 45p per mile, up to a maximum of £45.

2.4 The session fees set out in this clause may be revised during the Term by mutual agreement, and by not less than six months' notice before taking effect.

### **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 Audio Network 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 Audio Network 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 Audio Network.

## 8. Undertakings

Audio Network 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 reasonable business endeavours to:

8.2 ensure that Performers' contributions are 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 Audio Network;

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, where they may be entitled to collect, 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.

8.5 For the avoidance of doubt the undertakings in this clause shall only apply to engagements agreed after the date of the execution of this Agreement.

## 9. Dispute Procedure

In the event of a dispute arising between a Performer and Audio Network over the operation and/or interpretation of this Agreement and/or related Consent Form, a meeting shall be held between representatives of **The MU** and of Audio Network. 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.

## 11. Confidentiality

The terms of this Agreement shall remain confidential between the parties and shall not be disclosed to any person or organisation that is not a party to this Agreement.

Signed:

On behalf of the Musicians' Union

Signed:

On behalf of Audio Network Limited:

**CONSENT FORM (Schedule 1)**

**Incorporating the terms of the Musicians' Union / Audio Network Ltd 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 **Audio Network Ltd**  
of **The Johnson Building, 77 Hatton Garden, London EC1N 8JS**

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 Audio Network and Performer set out in the Agreement made on 1<sup>st</sup> January 2022 between the Musicians' Union and Audio Network Ltd. Audio Network hereby agrees to pay Performer the Fees (plus VAT if applicable) set out above in full within 21 days of receipt of an invoice which includes the Performer's payment details. Performer hereby agrees that in consideration of and upon payment in full of such Fees s/he will irrevocably assign to Audio Network 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 Audio Network 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 Audio Network.

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

- (a) Audio Network 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.

Signed .....Print Name in capitals.....  
(on behalf of Audio Network Ltd)

Date:

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

Date:

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

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, 30 SNOWFIELDS, LONDON SE1 3SU

## 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 Audio Network 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.'

**Production Music:** 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. It is understood that Audio Network's business is primarily Production Music. All recordings made by the company are for this purpose. Secondary commercial exploitation is permitted and will only be made after the music has been made available to Audio Network customers. In any cases where the music is not recorded for primary library exploitation Audio Network agrees to record under existing appropriate agreements and fees.

**Performer:** means a musician who is engaged for a recording session by a Producer. It is understood that the term "Performer(s)" includes both instrumental musicians and singers.

**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.