



MUSICIANS' UNION



**AGREEMENT FOR THE RECORDING AND USE OF LIBRARY MUSIC
(COMBINED USE RIGHTS)
(AS APPROVED BY THE LIBRARY PUBLISHERS ADVISORY GROUP)
BETWEEN**

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

AND

DATED 1st JANUARY 2011

1. Engagement of Performers

Performers shall be engaged hereunder for the recording of library 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 three hours in duration, including a break of not less than 15 minutes, but no more than 20 minutes of music recorded at such session may be used by the Producer.

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 with the agreement of the Performers.

3. Fees

3.1 The fee for a recording session shall be a minimum of £140;

3.2 Overtime (in no event to exceed 30 minutes) shall be paid pro rata at the rate of 150% of the recording session fee;

3.3 Performers required to perform

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

3.3.2 on two additional instruments at a recording session (trebling) shall be paid an additional 40% of the recording session fee;
provided always that 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)

3.4 Portage shall be paid as set out in Schedule 2.

3.5 Over-dubbing; Performers required to over-dub their own performance shall be paid

3.5.1 an additional fee of 125% of the recording session fee for the first over-dub;

3.5.2 an additional fee of 140% of the recording session fee for the second and any subsequent over-dub.

3.6 Musical directors; when a performer is also acting as musical director for a recording session s/he shall be paid an additional fee of 100% of the recording session fee.

4 Use of Library

The Producer shall inform all users of the limitations applying to recordings made hereunder and the sleeve or packaging of each recording issued shall carry the following copyright protection notice:

"All rights of the manufacturers, owners and performers reserved. Unauthorised public performance, communication to the public and copying prohibited. The recordings and compositions contained in this album are specifically produced for use in film, television, radio and advertising under an agreement with the Musicians' Union and may only be used with the permission of the copyright owner of the recording and composition, their authorised agents,

and/or relevant collecting societies. All public performance and communication to the public of these recordings and/or compositions must be notified to the relevant performing right societies.”

5 Unauthorised use

The Producer will take all practicable steps to prevent the unauthorised use of its library music and will report to the MU any instances of such unauthorised use of which it receives notice. Notwithstanding the foregoing both parties agree that the Producer shall not be in breach of this Agreement nor liable for any consequential loss to the MU or its members in the event that such recordings are used without the prior authorisation of the Producer.

6 Undertakings

Any Producer wishing to take advantage of the terms and conditions set out in this Agreement undertakes:-

6.1 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

6.2 to use its reasonable endeavours:-

6.2.1 to confine its recording activities to the United Kingdom; and

6.2.2 notwithstanding anything to the contrary contained in this Agreement or the Consent Form attached at Schedule 1, to procure a credit identifying the Performer on the packaging or liner or sleeve notes of any recording made or authorised by Producer, and in the end credits of any audiovisual recording made or authorised by the Producer.

7 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 officials 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.

8 Miscellaneous

8.1 “Union Approved Contractor” means a contractor or fixer of performers for recording sessions who has previously been approved in writing by the MU and who shall at all times be acting as an employment agent on behalf of the Producer.

8.2 “Producer” means a person firm or company who on or after 1 January 2011 is listed in the MCPS Directory of production music libraries as a “Production Music Library” and whose primary business purpose is the creation and exploitation of library music.

8.3 “Performer” means a Musicians’ Union member who is engaged for a recording session by a Producer.

8.4 The Producer shall 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.

8.5 All fees and payments due to Performers hereunder are exclusive of VAT and where applicable the Producer shall pay VAT thereon upon receipt of a valid VAT invoice from the Performer.

8.6 The term of this Agreement (the “**Term**”) shall commence on the date hereof and shall continue for an Initial Period of two (2) 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

**Schedule 1
CONSENT FORM**

Incorporating the terms of the Musicians' Union /

Agreement dated 1st January 2011

This agreement is only to be used for sessions for a library music producer registered with MCPS as a Production Music Library.

This Agreement is made this.....day of.....201...

between.....

(Insert full name of performer)

of.....("Performer")

(Insert address of performer)

and.....

(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.....("Producer")

(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..... |

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This agreement incorporates the terms, conditions, promises, agreements and undertakings on the part of Producer and Performer set out in the Agreement made on 1st January 2011 between the Musicians Union and 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.

Signed(on behalf of) Producer

Print Name in capitals

Signed.....Performer

Print Name in capitals

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

The portorage payments are as follows:

GROUP A - Payment £20

Chimes
Marimba
Vibraphone
Xylophone

GROUP B - Payment £15

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

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