

Master synchronisation licence agreement

'[Title of film]'

The following terms have been agreed between [*licensing company name and address*]

('the Licensor') and [*name and address of production company*]

('the Licensee') with respect to the Master(s) (as defined in clause 1 below) to be included on the soundtrack of the feature film which the Licensee intends, but does not undertake, to produce, provisionally entitled '[*title of film*']

('the Film' - which expression shall include excerpts and extracts from the Film as well as the Film itself):

1. **The Master:** [*name of track and performer/writer*] ('the Master(s)'). The Licensor hereby confirms that it owns and is entitled to grant to the Licensee the rights referred to in clause 3 below throughout the world.

2. **Usage:** up to [*length of music required*] seconds of the Master(s) to be included on the soundtrack of the Film.

3. **Rights granted by the Licensor to the Licensee:**

(a) The non-exclusive right to include the Master(s) on the soundtrack of the Film and to exploit the Film worldwide in perpetuity in any and all media now known or hereafter invented, including without limitation by means of all kinds of theatrical, non-theatrical, videogram (including without limitation by means of digital versatile disc and video on demand) exploitation and also by means of all kinds of free, basic, pay, satellite, cable and all and any other forms of television exhibition and by means of public exhibition in commercial, non-commercial and educational institutions.

(b) The non-exclusive right to include the Master(s) both in and out of context on all trailers, advertisements and other advertising and promotional materials created in connection with the production and exploitation of the Film.

4. **Term:** in perpetuity.

5. **Licence fee:** [*agreed amount in words and £000 figures*]

payable on signature of this agreement and it is agreed that no further payments shall be made to the Licensor by the Licensee in respect of the licence of the Master hereunder.

6. **Session musicians:** the Licensor confirms that there are no session player fees to pay with regard to the original recording of the track and that the musicians were paid a one-off fee at the time of the recording.

7. **Credit:** the Licensor shall receive a credit on the Film in the form:

[Name of track]

[Written by]

[Performed by]

[Courtesy of]

8. **Assignment:** the Licensee shall be entitled to assign this agreement to third parties *provided that* the Licensee shall remain liable to the Licensor for its payment obligations hereunder.

9. **Termination:** the Licensor shall not have the right to injunct or in any way restrain the exhibition, promotion or exploitation of the Film or any of the allied and ancillary rights connected therewith for any cause whatsoever. Any claim by the Licensor in respect of the Master(s) shall be limited to a claim for damages.

10. **Governing law:** this agreement shall be governed by English law and the parties hereto hereby submit to the non-exclusive jurisdiction of the English courts.

Please confirm your acceptance of the above terms by signing both this agreement and the enclosed copy in the space indicated. Please then return one fully signed original to us, whereupon a binding agreement shall exist between us.

For and on behalf of

For and on behalf of

[Production company]

[Licensing company]