

# Music Copyright Licence & Release

FDS Creative Production

This agreement is used to licence and release the use of a Musical Work in the soundtrack of a media Production undertaken as part of a Faculty of Design and Society coursework/research/creative practice project.

|                                               |  |
|-----------------------------------------------|--|
| <i>Title of Musical Work:</i>                 |  |
| <i>Name of the Owner of the Musical Work:</i> |  |
| <i>Address of the Owner:</i>                  |  |
| <i>Contacts of the Owner (email, phone):</i>  |  |

Musical Work is the musical composition and the sound recording of a performance of the musical composition specified above.

|                                                |                                                           |
|------------------------------------------------|-----------------------------------------------------------|
| <i>Title of Production:</i>                    |                                                           |
| <i>Name of the Producer of the Production:</i> |                                                           |
| <i>Licence fee:</i>                            | \$ NIL or \$ _____<br>and an end credit in the Production |

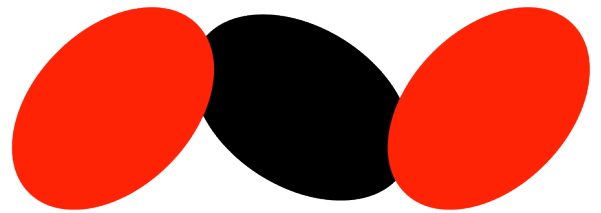
**Term:** For the full period of copyright of the Musical Work.

**Duration:** The licence permits the synchronisation of the Musical Work (or part thereof) in the Production for an unlimited duration.

**Territory:** The world.

I, the Owner listed above, hereby authorise the Production to use the recording of the Musical Work listed above, in the following ways, and grant, subject to the prior rights of APRA, the following non-exclusive rights and licence:

- To reproduce the Musical Work, or parts thereof, by making a sound recording of the Musical Work and incorporating that sound recording in the soundtrack of the Production listed above, being produced by a Faculty of Design and Society creative production student/researcher/creative practitioner;
- To broadcast and re-broadcast the Musical Work incorporated into the soundtrack of the Production on television (including free to air television, pay television, and digital television);
- To broadcast or video stream the Production incorporating the Musical Work on web, television or other online internet-based delivery systems;
- To retain the recording of the Musical Work for the period of time required by the Faculty of Design and Society Production for archival purposes;
- To exhibit the Production incorporating the Musical Work at Faculty of Design and Society screenings, and at film and television festivals in Australia and around the world that the Production may be selected for;
- To distribute the Production incorporating the Musical Work in compilation videos of Faculty of Design and Society productions and crew show reels.



In the event that the Musical Work is incorporated in the Production in consideration the Owner shall be entitled to an end credit as specified below:

Title: \_\_\_\_\_

Performed by: \_\_\_\_\_

Music & Lyrics composed by: \_\_\_\_\_

Published by (if applicable): \_\_\_\_\_

Released by (record label if applicable): \_\_\_\_\_

I am aware that the Musical Work may not be incorporated into the completed Production. I am aware that as a university coursework/research/creative practice project the Production specified above may not receive any form of television broadcast, streaming or public screening.

I acknowledge that the Production shall provide the Licence Fee specified above in consideration for the rights granted herein.

In the event of the Production being broadcast by a television channel, the Production warrants that it will provide the broadcaster with music cue sheets for the purposes of the broadcaster meeting its obligations to industry collection societies such as APRA (Australian Performing Rights Association) but shall not be liable for any neglect of the broadcaster to fulfill its licence obligations with industry collection societies.

I warrant that there are no restrictions that prevent me from granting the authorisations herein and that I am the duly authorised owner (or representative of the owner) of the Musical Work and that I have the authority to grant the rights described and will not infringe the copyright of any third party, including any music publisher, in granting this licence. I agree to hold the licensee harmless against any claims arising from the use of the Musical Work in the terms of this release or any breach of this agreement on the part of the Owner.

|                 |
|-----------------|
|                 |
| Owner signature |
|                 |
| Date            |

|                    |
|--------------------|
|                    |
| Producer signature |
|                    |
| Date               |