

AU-IPipp35

Assignment agreement: of music copyright; sale plus royalty; limited territory

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Schedule 1: Description of Music

Schedule 2: Royalty arrangements

This agreement is dated [date]

and made between:

Rach Manning off whose address is [] (“ ”)

And

DEF Inc, a company incorporated in England and Wales under [act / law], whose principal place of [], (“ ”).

Background:

- A. The Composer owns the copyright in the Music, full details of 1 .
- B. The parties have agreed to the transfer of ownership of the copyright .

It is now agreed as follows:

1. Definitions

In this agreement, the following words shall have the following meanings,

:

“Music” and “Music Rights” both mean the intellectual property rights in the Music [described in /] 1 .

“Royalty” means the arrangement set out in Schedule 2.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted .
- 2.2. In connection with any benefit given by this agreement, a reference to a party includes ,

- 2.3. A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context
- 2.4. The headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.5. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.6. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
- 2.7. All money sums mentioned in this agreement are calculated net of GST, which
- 2.8. This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail. If a version of this agreement

3. Warranties for authority

Each of the parties warrants that it has power to enter into this agreement [and]].

4. Entire agreement

- 4.1. This agreement contains the entire agreement between the parties and supersedes all
- 4.2. Each of the Composer and Assignee acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions,

4.3. Conditions, warranties or other terms implied by statute or common law are excluded from this

4.4. As an exception to the last previous sub paragraphs, the parties do rely :

[Enter list of docs and dates .]

5. **Composer's representations as to Intellectual property**

The Composer represents and warrants that:

5.1. the Composer is the owner of

;

5.2. no action has been brought before any judicial authority,

,

;

5.3. exploitation of the Music Rights

;

5.4. The above representations and warranties shall terminate []

6. **The assignment**

6.1. Subject to all the terms and limitations of this agreement, the

[

]

6.2. This assignment is limited to the following rights:

6.2.1 play through [/];

6.2.2 re-
;

6.2.3 for licence by the
[].

6.3. All rights not mentioned above
:

6.3.1 moral rights: right to be

6.3.2 to use the music or adapt it for use

6.3.3 to make derivative copies for any purpose;

6.3.4 [\[other rights reserved\]](#);

6.4. The Assignee undertakes to use its best endeavours
[] .

6.5. The Composer will use its best

7. Royalty

7.1. In addition to the ,

7.2. The Royalty shall be paid on or before [\[day / \]](#) []
/] [].

7.3. The Royalty shall be paid by the [10th]

7.4. All sums due under this agreement:

7.4.1 [shall be made in](#) , -
;

OR

7.4.2 shall be made in full without set-off or counterclaim [where

:]

].

7.4.3 are exclusive of Goods and

;

7.4.4 shall be made by the due date, failing which the Composer may charge the Assignee

[5] %

[

]

;

7.4.5 shall be paid in pounds Sterling

['

].

7.5. (Where the party is situated outside the Commonwealth of Australia :) Payments shall be made without deductions. If the

,

()

7.6. Any sum due under this agreement not expressed in Australian dollars shall

8. Re-assignment with right of pre-emption

8.1. The Composer has a pre-emption right in

(" ")

8.2. If the Assignee wishes to assign

- 8.3. The Assignee must give notice in writing to _____ , _____ , _____ :
- 8.3.1 the name of proposed transferee;
- 8.3.2 the Proposed Sale price, _____ - _____ ;
- 8.3.3 a draft agreement for the Proposed Sale.
- 8.4. The Composer may _____ .
- 8.5. All of the information given to the _____ .
- 8.6. The Composer must, within [28] days of receipt of the Assignee's notice, serve a written _____ - _____ . [28] , _____ .
- 8.7. If the Composer elects to buy the Music Rights, completion shall [8] - _____ .
- 8.8. If the Composer elects _____ :
- 8.8.1 the Assignee is free to _____ ;
- 8.8.2 the Assignee may not change any _____ ;
- 8.8.3 the Composer shall not object to _____ ;
- 8.8.4 if the sale to the transferee does not proceed, the Assignee may not _____ . [12]

9. Infringement and indemnity by Composer

9.1. The Composer gives no warranty, representation or undertaking that the use of

OR

9.2. The Composer warrants that the use of the Music or the

9.3. The Composer is under no obligation to take action

9.4. The Composer will indemnify the Assignee for its reasonable costs and all damages awarded under

9.5. The conditions
:

9.5.1 the Assignee
;

9.5.2 the Assignee has not contributed to the infringement;

9.5.3 the Composer is
;

9.5.4 the Composer has sole control
;

9.5.5 the Assignee gives the Composer

10. Limitation of liability

10.1. The law differs from one

10.2.

10.3.

10.4.

10.4.1 indirect or consequential loss; or

10.4.2

10.5.

11. Interest

11.1.

[

[] %

[

] []% / ...% .]

11.2. Interest shall be calculated and compounded monthly.

12. Publicity / Announcements

12.1.

OR

12.2. No party shall:

12.2.1 make any public announcement; or

12.2.2 disclose any information; or

12.2.3

;

12.3. ,

12.4.

2 ,

13. Miscellaneous matters

13.1.

,

,

,

,

13.2.

13.3.

13.4.

13.5.

13.6.

13.7.

13.8.

13.9.

13.10.

13.11.

13.12.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

.[

].

13.13.

13.14.

13.15.

13.16.

13.17.

13.18.

13.19.

[]

[].

/

OR

Signed by / on behalf of the first named party by its representative who personally accepts liability for the proper authorisation to enter into this agreement and by the second party personally / as a partner in [name of partnership]

For, and on behalf of []

Print name

For, and on behalf of []

Print name

Schedule 1: Description of Music

Schedule 2: Royalty arrangements

Explanatory Notes:

Assignment agreement: of music copyright; sale plus royalty; limited territory

Paragraph specific Notes:

Notes following the numbered paragraphs

1. Definitions

We have not been able to define these terms precisely because we do not know enough about your music. Schedule 1 can be a short but precise description or, better, an attached print of the score, with each page initialled. The important thing is to identify it so well that if

We have no idea what royalty arrangement you might make. Set it up precisely

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. The point on GST can be deleted for commercial transactions, when GST is assumed to be due. The last item covers future litigation, when the law does

3. Warranties for authority

If you are dealing with a company and do not know who has authority to do what,

4. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed

5. Seller's representations as to Intellectual property

These points are necessary for the proper protection of the licensee. They are

6. The Assignment

This is the commercial centre of the agreed deal. Consider carefully

7. Royalty

Payment has been provided in two parts: a lump sum now and then Royalties. We have placed the terms for Royalties in Schedule 2 so that you

If the royalty deal is simple, you may prefer to

8. Re-assignment and right of pre-emption

Carefully drawn in sufficient detail to give you a basic way forward if

9. Infringement and indemnity by Composer

The first two alternative sub paragraphs require a decision as to who carries the cost if some claimant crawls out of the proverbial woodwork. Consider carefully. This is an opportunity for you

On the one hand, the buyer is entitled to get what he pays for. On the other hand, there may be no good reason why the seller

10. Limitation of liability

This is clearly important. The first question must be as to whether you can limit

Assuming it will apply to both parties, you must balance the risk of default by

11. Interest

A useful provision to promote fast payment. The rate and cumulating period

),
.(
").

12. Publicity / announcements

This may .

13. Miscellaneous matters

A number of points ,

Schedule 1: Description of Music

The music should be described in three ways: -
; , , , .

Schedule 2: Royalty arrangements

If required, . :
percentage or sum ,
;

how often it is due;

If the royalty deal is simple, " "

End of notes