

MUSIC SYNCHRONISATION LICENCE CHECKLIST

THIS IS A CHECKLIST OF KEY DEAL POINTS AND ISSUES IN A MUSIC SYNCHRONISATION LICENCE AGREEMENT FOR THE USE OF PRE-EXISTING MUSIC IN AN AUDIO-VISUAL MEDIA PRODUCTION LIKE A FILM, SERIES OR VIDEO GAME. IT DOES NOT COVER EVERY ISSUE THAT MIGHT ARISE. EVERY DEAL IS DIFFERENT IN SOME WAY. YOU SHOULD GET LEGAL ADVICE ON LEGAL AGREEMENTS BEFORE YOU SIGN THEM. BUT THIS CHECKLIST IS A GREAT STARTING POINT.

This checklist covers both licensing a musical work, and a sound recording of a musical work. Each has a separate copyright and requires its own licence.

Remember to check out the Music Synchronisation Fact Sheet for further information.

1. PRODUCER'S DETAILS

1.1. Use the correct entity name, trading name (if any) and ACN or ABN.

2. RIGHTS OWNER/CONTROLLER'S DETAILS

2.1. For musical work:

- a) Who owns or controls copyright in the music? Is the Composer granting the rights or is their music publisher?
- b) Are they contracting as a company or an individual (or individuals for co-composed works)?

2.2. For sound recording:

- a) Who owns or controls copyright in the sound recording? Is the recording artist granting the rights or is their record label?
- b) Are they contracting as a company or an individual (or individuals for co-composed works)?

3. MUSIC DETAILS

- 3.1. Title and composer('s) name.
- 3.2. Control percentage(s).
- 3.3. Duration of song (how much can producer use?).
- 3.4. Which part of the song can be used?
- 3.5. © notice for the music?
- 3.6. notice for the sound recording?

4. DETAILS OF PRODUCTION

- 4.1. Name of production.
- 4.2. Type of production (e.g. documentary, advertisement, feature film, series episode, video game, other).
- 4.3. Description of production.

5. TERRITORY

- 5.1. Australia, Australasia, World?

6. TERM

- 6.1. Period or scope of use (e.g. if film or TV/Streamer show, usually in perpetuity, if advertising campaign usually limited by agreed initial Term and potentially additional paid option period).

7. RIGHTS

- 7.1. Exclusive vs. non-exclusive (if film or TV/Streamer show, usually non-exclusive, if advertising campaign usually exclusive for Term)?
- 7.2. What formats and media? Media (specified media, e.g. DVD, cinema and internet) or limited media?
- 7.3. Use in promotional material? In or out of context promotional use film or TV/Streamer show?
- 7.4. Ban on sound-alike covers (i.e. producer should use particular recorded version)?

8. OPTIONS

- 8.1. To extend period, use in further media, expand territory?
- 8.2. Does the option require rights-holder consent, or can the producer exercise the option unilaterally?
- 8.3. What fees are payable on the extension of an option?

9. WARRANTIES

- 9.1. Power and authority to grant sync licence (control of the song).
- 9.2. Is there an indemnity for breach of warranty? If so, is this indemnity limited in some way? (Such as being capped at the fee or similar.)
- 9.3. Producer to lodge cue sheets with APRA in connection with the musical work?

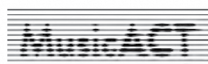
10. SYNCHRONISATION FEE

- 10.1. Amount (flat fee vs. per-media fee depending on format/media).
- 10.2. Option or extension fee.
- 10.3. Timing of fee payments.
- 10.4. "Most favoured nations" clause?

11. TERMINATION RIGHTS

- 11.1. How and when one party can unilaterally terminate the Term (e.g. for the other's breach).
- 11.2. Right to control or delete infringing material.
- 11.3. No injunction clause? (These are standard.)

For more information, you can speak to your local Industry Association, the Arts Law Centre of Australia or a legal practitioner.



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This checklist is an initiative of the Australian Music Industry Network. For more information visit www.amin.org.au.