

GUIDELINES TO CONTRACTS: MUSIC GENRE

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GUIDELINES TO CONTRACTS: MUSIC GENRE

**ARIPO OFFICE
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GUIDELINES TO COPYRIGHT CONTRACTS

The African Regional Intellectual Property Organization (ARIPO) has taken the initiative to assist the Member States in developing guidelines for contracts in different copyright genres to help in capacity building of the right holders by educating them to have basic knowledge and understanding on the importance of written contracts in commercializing their works.

Building the capacity of creative industries in negotiating and entering into written contracts will guide the right holders to have a good understanding of the elements involved in the contracts while commercializing their works to have consensus and satisfaction by all parties to a win-win contract.

The guidelines will address one sector (music) of the creative industries and we hope in future to have guidelines for the other sectors of creative industries.

We hope the guidelines to music contracts will be a tool that will enhance positive development on the right holders as it will capacitate them to be in-line with what they are expected to do and they do it well for their benefit, development of creative industries and the country's economy at large. The guidelines are not to be taken strictly one has to comply with the laws in the different jurisdictions.

In most cases behind every successful business relationship there is a contract with mutually acceptable and agreed terms.

Yours Sincerely,
Fernando dos Santos
DIRECTOR GENERAL

1. INTRODUCTION

Intellectual Property (IP) affects our daily life ranging from all creativity and innovation that we see. Being a private right; there is need to manage it in a systematic way that benefits the creators and all those who played a role in coming up with the creative, innovative work. Therefore written contracts are very important in building a good business relationship for a successful commercialization of one's creativity.

A contract is an agreement between two or more persons where there is meeting of the minds (*consensus ad idem*). There must be an offer, acceptance of the offer and intention between the parties to create binding legal relationship, consideration, capacity to contract and legal subject matter of the contract. Consideration is important as it separates gifts from bargains; a gift is where one party gives value and gets nothing in return. Gifts and contracts have different legal rules in the respective jurisdictions.

A contractual relationship is a good thing in any business; it clearly shows what each party is expected to do and the benefits to be accrued by each. Written contracts are the best in exploiting one's work though some parties end up having implied contracts in their business relationships which is more casual at times. ARIPO would like to sensitize and emphasize on the importance of written contracts by the right holders in the Member States. Furthermore the right holders will have a guiding document to refer to in coming up with written contracts in the course of commercializing their works in their respective jurisdictions. The guidelines will also raise awareness and make the right holders good managers of their works.

Some of the advantages of a written contract include setting standards for an efficient, effective process for both parties, reduces risks as it minimizes liabilities, there is clarity, only privy to the contract benefits, and one gets what you had agreed on. In the event of a dispute the parties can refer to the contract to settle any ambiguity.

2. REASON FOR THE NEED TO DEVELOP GUIDELINES TO CONTRACTS

Most of the right holders in ARIPO Member States face difficulties in coming up with legal instruments when they want to commercialize their works and end up doing business in a friendlier way than a serious business relationship. This kind of approach has cost many of the right holders as they end up crying at the end of the day that they are not benefiting from their creativity. If the right holders living in the urban areas succumb to such circumstances what more the ones in the rural areas? Amongst the challenges that most right holders face they tend to see contracts as a disadvantage because it costs them to stay in a contract, takes time and money to draw up a written contract and it brings litigious atmosphere as to what should be adhered to within it and only those privy to the contract can benefit.

3. OBJECTIVES FOR DEVELOPING GUIDELINES TO CONTRACTS

The main objective for developing the guidelines is to emphasize that “Creativity has Value”. When you value something you will do all that is in your hands to protect it. Therefore we need written contracts to explicitly show that creativity is valued in all transactions.

A contract is two-fold and it has value; all parties have to carry out their agreed obligations and to manage it in order for it to be successful. A contract helps right holders to exploit intellectual property rights as economic assets, and to avoid infringing the rights of others. The creators will have written and signed contracts with all those who make contributions in their work so as to avoid disputes as to ownership of the works. It will safeguard all parties against misappropriation.

4. CLAUSES OF A CONTRACT

During negotiations, parties should consider incorporating important basic clauses. These include: Parties to the agreement with their full contact details, definitions of terms which enable the parties to have a consensus of what they are contracting on, representations which are statement of existing facts that are the underlying reason for entering into a contract; and warranties in which a party guarantees to reciprocate in a certain way, terms of payment, the duration, consideration of the contract, terms and conditions for both parties, the governing law, termination of the contract, territory, confidentiality, indemnification, intellectual property, amendments and addendums, ethics, signatures of both parties and their witnesses attested by the commissioner for oaths.

5. MUSIC CONTRACTS

In the Music Industry there are different players who take part to ensure that the music meets the market expectations. Musical works comprise the authors right also known as the copyright and the neighbouring right also known as the related rights. In this regard we shall address some of the important parties within the music business.

In commercializing one’s work the owner has a right to prohibit or authorize certain acts and this calls for the available option of monetizing the work for the benefit of the right holder. Licensing can be in the form of an exclusive or non exclusive license. The number of the available options will depend on the market strength and what the right holder seeks to achieve. It is very important to take note of the nature of the contracting parties that is; whether they are

legal or natural. If a natural person is contracting with a legal entity then the legal entity must ensure the proper signatories are present to sign the contract and not just any employee in the legal entity. Artists are encouraged to seek more information from the ones with whom they want to enter into contracts to avoid the contract in the long run being rendered a nullity from the beginning (*void ab initio*).

It is also important to seek information and guidance from the legal practitioners in the respective jurisdictions to ensure the necessary laws and procedures are adhered to.

5.1 Musical Works:

- a. In any musical work there is a person or persons behind it and this all goes back to the composer and authors (song writer). The composer contributes greatly on the melody of the song while the author (song writer) writes the lyrics of the song. If the composer and the author are two different people then there is a need to have a contract between them to formalize any engagement that is present and to inform authorized entities like Collective Management Organizations and/or Copyright Offices for their documentation.
- b. From the composer and author (song writer) if none of them is a performer then there should be a contract between the composer, author and performer. A performer (singer, dancers, musicians) can be an individual or a band. Hence if it is a band then the contract should clearly stipulate this by mentioning the name of the band and the band members and what is being agreed upon.

In most cases the composers are performers at some occasion a vocalist is hired to perform or a band. If it is a band the lead vocalist, backup singers, dancers and instrumentalists are all performers. If the composer is the performer but is hired by a promoter to perform then necessary changes should be done to the performance contract to stipulate the proper parties (that is the first party can be the promoter and the second party the composer). The venue where the performances will take place also needs to have permission from authorised entities and the Collective Management Organizations by paying the relevant license fees as stipulated in the different jurisdictions.

- c. The author (artist/song writer) can decide to record the song (if he owns the composition, this is usually subject to the initial contract between the composer and the author if they are different persons) - hence there should be an agreement between the author (artist/song writer), composer (if it is not the author) and the recording company (producer).
- d. In certain instances the recording company is also the music publisher and they may be interested in publishing the recorded songs so there should be distinct contracts between the artist and the recording company for recording and publishing as different rights are involved. One should also be clear as to what type of distribution they are engaging with the publishing house - is the distribution for it for hard copies or digital copies or both and the territory for distribution among others?

- e. The owners of the song have a right to grant any person who wants to make a cover version of the song. Cover version is recording of the song by a person(s) who is/are not the author. Therefore there should be an agreement between the owner and the person or band that wants to make the cover version recording, clearly stipulating the percentage of royalties the person or band will get for the cover version and any other entitlements.

5.2 Annexures

Sample contracts are annexed hereto for guidance; one should also seek legal assistance from the legal practitioners to have a proper contract drafted as per the subject matter at hand and according to their jurisdiction.

CONTRACT FOR WRITING LYRICS

This Agreement is made this Day of 20.....

BETWEEN

..... whose Physical Address is and Postal Address is (hereinafter referred to as the “**COMPOSER**” which term where the context so admits include his/her personal representatives, heirs and assigns) of the one part,

AND

....., whose Physical Address is and Postal Address is (hereinafter referred to as the “**AUTHOR**” which term where the context so admits include his/her personal representatives, heirs and assigns) of the second part.

WHEREAS IT IS HEREBY AGREED AS FOLLOWS:

- a. This contract supersedes all previous agreements, representations or promises and sets out all the terms agreed upon by the parties.
- b. The parties warrant and represent that they have power and authority to enter into and fully perform this contract.
- c. The parties desire to enter into this contract thereby agreeing to the terms and conditions specified here under.

1. COMMENCEMENT

The commencement of this contract shall be upon signing by the parties herein.

2. OWNERSHIP

The parties have agreed the lyrics will be: (delete what is not applicable)

- a. Jointly owned ((50%) fifty percent to the first party and (50%) fifty percent to the second party/or put the percentage that you prefer for each party)
- b. Owned by the Composer
- c. Owned by the Songwriter

3. CONSIDERATION

The mode of payment to write the lyrics will be (delete what is not applicable)

- a. The Composer shall pay the Songwriter lump sum money, benefits in kind or other remuneration (if owned by composer) (delete what is not applicable) of (amount in words)..... (tax inclusive/excluded) for writing the lyrics of the song titled or
- b. The Composer shall pay the songwriter recurring benefits in kind or other remuneration (if owned by composer) delete what is not applicable) of

(amount in words) (tax inclusive/excluded) for writing the lyrics of the song titled or

c. No payment in kind or other remuneration (if jointly owned 50% to 50%) for writing the lyrics for the song titled

d. Partial payment in kind or other remuneration (if composer having high percentage than the author) of (amount in words) (tax inclusive/excluded) for writing the lyrics of the song titled

4. ROYALTIES

The royalties that will be received from the song titled whose lyrics were written by will be divided in percentage amongst the parties.

5. ADAPTATIONS

The composer or author or both (delete what is not applicable) shall not be entitled to authorize any third party to use the whole or part of the lyrics for a new or derivative work without prior written consent of the other party.

6. OBLIGATIONS OF THE AUTHOR

a. The Author shall confirm that the lyrics are his original creation and that he is the owner or the lyrics are jointly owned by another author or the lyrics are in public domain. (delete what is not applicable). (If the lyrics are jointly owned with another author then there is a need to look at the contract between the two authors prior to entering into this contract).

b. The Author shall confirm that the lyrics do not infringe the copyright and related rights of any third party.

c. The Author agrees to execute any document or do any act as may be reasonably required by the composer for the purpose of confirming the lyrics are his original creation or jointly owned (delete what is not applicable).

7. OBLIGATIONS OF THE COMPOSER

a. The Composer shall clearly inform the Author what kind/type of song he wants, to enable the author to write the lyrics.

b. The Composer agrees to observe the moral rights of the Author.

c. The Composer shall not authorize a third party to exploit the lyrics of the song titled without prior consent of the author (depending on the percentage ownership of the lyrics) (if it is owned by the composer then he can authorize a third party to use the lyrics though he is supposed to observe the moral rights of the author.)

d. The Composer agrees to execute any document or do any act as may be reasonably required by the Author for the purpose of this contract.

8. INDEMNITY

a. The parties mutually agree to indemnify each other against all liabilities, claims, demands, actions, costs, damages and loss arising out of any breach by either party of any of the terms of this contract.

b. In the event of any claim, dispute, action or summons by a third party in connection to this contract the parties agree to provide full details to each other for the proper execution of the claim, dispute or action.

9. CONFIDENTIALITY

The parties in their dealings with each other in the implementation of this contract undertake to observe utmost good faith and shall not disclose to any third party any confidential business or future plans of the parties during the subsistence of this contract.

10. AMENDMENTS

Any amendment or alteration to this contract must be in writing and signed by both parties.

11. SALE OR TRANSFERS

The parties shall observe the rights of each other under this contract before sale or transfer of the works to a third party.

12. DURATION

The duration of this contract shall be years unless parties discharge their obligations. Thereafter the ownership of the lyrics will (delete what is not applicable) belong to the composer if he did not own them in clause 2 above and the author to remain with the moral rights or the ownership of the lyrics will be discussed.

13. TERRITORY

The territory for this contract is (insert what is appropriate) (worldwide or specific countries).

14. ETHICS

The parties must act ethically and with integrity in executing this contract.

15. FORCE MAJEURE

Neither party shall be considered in default in the performance of his obligations herein as a result of Acts of God, war, floods, riots, epidemics, acts of any government causing a political embargo and or any other cause similar to the aforementioned which is beyond the control of the parties, unavoidable and which could not reasonably be foreseen and which renders impossible the fulfillment of this contract then either party may notify the other in writing of the force majeure and if at his discretion wants to terminate or continue with the contract.

16. DISPUTE SETTLEMENT PROCEDURES

In case of any misunderstanding between the parties in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such misunderstanding by mutual consultation within days.

If the parties fail to resolve their misunderstanding, then either party may refer such disputes to a jointly appointed mediator or arbitrator.

17. NOTICES

All notices under this contract shall be served in writing.

18. TERMINATION

Either party may, by giving (delete what is not applicable) month's or weeks written notice to the other party to terminate this agreement.

19. CONSEQUENCES OF TERMINATION

If the contract is terminated by the composer then the composer has to pay percent to the author for the services and or disturbance he has done/experienced.

If the contract is terminated by the author then the author is to pay percent and or give the composer the work so far done.

20. GOVERNING LAW

This contract is governed by the law of (insert the country name whose law you want your contract to be governed by) (one should have basic knowledge of the country law that they will select, it is usually better to choose your own country law rather than a foreign law).

THE PARTIES HERETO, hereby agree to the content of this Contract and have so executed in their respective names, day and year herein by signing hereunder.

Dated at (insert place) this day of (insert month) 20....

Signed by
who is known to me personally/identified to me by the latter being known to me personally this day of 20....

} _____
Composer

Signed by
who is known to me personally/identified to me by the latter being known to me personally this day of 20....

} _____
Artist/Vocalist

BEFORE ME:

Name.....

Address.....

Qualification: **Commissioner of Oaths**

¹The contract to be attested by the Commissioner for Oaths. If this is not possible then each party to have his witness to sign on the contract.

RECORDING CONTRACT

This Agreement is made this Day of 20.....

BETWEEN

..... whose Physical Address is and Postal Address is (hereinafter referred to as the “**ARTIST**” which term where the context so admits include his/ her personal representatives, heirs and assigns) of the one part,

AND

....., whose Physical Address isand Postal Address is (hereinafter referred to as the “**RECORDING COMPANY/PRODUCERS**” which term where the context so admits include his/her personal representatives, heirs and assigns) of the second part.

WHEREAS IT IS HEREBY AGREED AS FOLLOWS:

- a. This contract supersedes all previous agreements, representations or promises and sets out all the terms agreed upon by the parties.
- b. The parties warrant and represent that they have power and authority to enter into and fully perform this contract.
- c. The parties desire to enter into this contract thereby agreeing to the terms and conditions specified here under.

1. COMMENCEMENT

The commencement of this contract shall be upon signing by the parties herein.

2. OWNERSHIP

The parties have agreed the copyright of the song lies with the artist (subject to initial contracts on whether he owns the lyrics of the song or not) while the recording rights (related rights) lie with the recording company.

3. CONSIDERATION

The mode of payment for recording the songs titled:..... (list all the songs) which will be in album titled, will be as follows:

- a. The artist shall pay the recording company lump sum money, benefits in kind or other remuneration (delete what is not applicable) of (amount in words) (tax inclusive/excluded) for recording the songs mentioned above or
- b. The artist shall pay the recording company two installments (or more installments depending on the parties) that is part payment of the money, benefits in kind or other remuneration (delete what is not applicable) of (amount in words) (tax inclusive/excluded) at the beginning of recording the songs mentioned above and (amount in words) (tax inclusive/excluded) at the end of recording the songs mentioned above or

c. No payment is to be made in kind or other remuneration (if jointly owned 50% to 50%) for the recorded album as mentioned above.

4. ROYALTIES

The royalties that will be received from the songs titled (list each song whose lyrics were written by (list author of each song) and recorded by (insert recording company) will be divided in percentage amongst the parties (the division will take into consideration all previous contracts entered into by the parties).

5. ADAPTATIONS

The Artist shall not be entitled to authorize any third party to use the whole or part of the songs for a new or derivative work without prior written consent of the other party.

6. OBLIGATIONS OF THE ARTIST

- a. The Artist shall confirm that the lyrics are his original creation and that he is the owner or the lyrics are jointly owned by another author or another author owns the lyrics or the lyrics are in public domain (delete what is not applicable). (If the lyrics are jointly owned with another author or another author owns the lyrics then there is a need to look at the contract between the two authors prior to entering into this contract).
- b. The Artist shall confirm that the lyrics do not infringe the copyright and related rights of any third party.
- c. The Artist agrees to be punctual for the recording session as per the timetable jointly prepared with the recording company.
- d. The Artist agrees to come with his own backup singers of songs titled during the recording or the Artist agrees that the Recording Company will provide backup singers for the songs titled during the recording.
- e. The Artist agrees to pay his backup singers.
- f. The Artist will furnish the consideration as agreed in clause 3 above.
- g. The Artist agrees to execute any document or do any act as may be reasonably required by the record company for the purpose of this contract.

7. OBLIGATIONS OF THE RECORD COMPANY

- a. The Record Company shall clearly inform the artist when he is to go to the studio for recording the songs mentioned in clause 3 above.
- b. The Record Company agrees to provide professional services to record the songs mentioned in clause 3 above.
- c. The Record Company will come up with creative sound recordings for the songs mentioned in clause 3 above that do not infringe the related rights of other recording companies.
- d. The Record Company will observe the time frame jointly set with the artist to record the songs mentioned in clause 3 above.
- e. The Record Company shall not authorize third party to exploit the recorded songs mentioned in clause 3 above without prior written consent of the artist.

- f. The Record Company shall ensure the recorded songs do not enter into the public without the artists written consent.
- g. The Record Company agrees to execute any document or do any act as may be reasonable required by the Artist for the purpose of this contract.

8. INDEMNITY

- a. The parties mutually agree to indemnify each other against all liabilities, claims, demands, actions, costs, damages and loss arising out of any breach by either party of any of the terms of this contract.
- b. In the event of any claim, dispute, action or summons by third party in connection with this contract the parties agree to provide full details to each other for the proper execution of the claim, dispute or action.

9. CONFIDENTIALITY

The parties in their dealings with each other in the implementation of this contract undertake to observe utmost good faith and shall not disclose to any third party any confidential business or future plans of the parties during the subsistence of this contract.

10. AMENDMENTS

Any amendment or alteration to this contract must be in writing and signed by both parties.

11. SALE OR TRANSFERS

The parties shall observe the rights of each other under this contract before sale or transfer of the works to a third party.

12. DURATION

The duration of this contract shall be weeks/months/years (delete what is not applicable).

13. TERRITORY

The territory for this contract is (worldwide or specific countries) (insert what is applicable).

14. ETHICS

The parties must act ethically and with integrity in executing this contract.

15. FORCE MAJEURE

Neither party shall be considered in default in the performance of his obligations herein as a result of Acts of God, war, floods, riots, epidemics, acts of any government causing a political embargo and or any other cause similar to the aforementioned which is beyond the control of the parties, unavoidable and which could not reasonably be foreseen and which renders impossible the fulfillment of this contract then either party may notify the other in writing of the force majeure and if at his discretion wants to terminate or continue with the contract.

16. DISPUTE SETTLEMENT PROCEDURES

- a. In case of any misunderstanding between the parties in connection with or arising out of

this Contract, the parties shall make every effort to resolve amicably such misunderstanding by mutual consultation within days.

- b. If the parties fail to resolve their misunderstanding, then either party may refer such disputes to a jointly appointed mediator or arbitrator.

17. NOTICES

All notices under this contract shall be served in writing.

18. TERMINATION

Either party may, by giving (delete what is not applicable) month's or weeks written notice to the other party to terminate this agreement.

19. CONSEQUENCES OF TERMINATION

- a. If the contract is terminated by the artist then the artist has to pay percent to the record company for the services and or disturbance he has done/experienced.
- b. If the contract is terminated by the record company then the record company is to pay percent and or give the artist percent of the money paid and the recorded songs done at that time.

20. GOVERNING LAW

This contract is governed by the law of (insert the country name whose law you want your contract to be governed by) (one should have basic knowledge of the country law that they will select, it is usually better to choose your own country law rather than a foreign law).

THE PARTIES HERETO, hereby agree to the content of this Contract and have so executed in their respective names, day and year herein by signing hereunder.

Dated at (insert place) this day of (insert month) 20....

Signed by.....
who is known to me personally/identified to me by the latter being known to me personally this day of 20....

} _____
Artist

Signed by
who is known to me personally/identified to me by the latter being known to me personally this day of 20....

} _____
Record Company

BEFORE ME:

Name.....

Address.....

Qualification: **Commissioner for Oaths**

²The contract to be attested by the Commissioner for Oaths. If this is not possible then each party to have his witness to sign on the contract.

PUBLISHING CONTRACT

This Agreement is made on this Day of 20.....

BETWEEN

..... whose Physical Address is and Postal Address is (hereinafter referred to as the “**ARTIST**” which term where the context so admits include his/her personal representatives, heirs and assigns) of the one part,

AND

....., whose Physical Address is and Postal Address is (hereinafter referred to as the “**PUBLISHING HOUSE/DISTRIBUTOR**” which term where the context so admits includes his/her personal representatives, heirs and assigns) of the second part.

WHEREAS IT IS HEREBY AGREED AS FOLLOWS:

- a. This contract supersedes all previous agreements, representations or promises and sets out all the terms agreed upon by the parties.
- b. The parties warrant and represent that they have power and authority to enter into and fully perform this contract.
- c. The parties desire to enter into this contract thereby agreeing to the terms and conditions specified here under.

1. COMMENCEMENT

The commencement of this contract shall be upon signing by the parties herein.

2. OWNERSHIP

- i. The parties have agreed the copyright of the song lies with the artist (subject to initial contracts on whether he owns the lyrics of the song or not) while the recording rights (related rights) lie with the recording company.
- ii. The parties agree that the publishing house will be the sole publisher in the territory herein agreed in clause 13.

3. CONSIDERATION

The mode of payment for the distribution of the songs titled:.....
(list all the songs) which will be in album titled will be as follows:

- a. The publishing house shall pay lump sum money, benefits in kind or other remuneration (delete what is not applicable) of (amount in words)..... (tax inclusive/excluded) for (insert quantity of the copies) of the songs mentioned above and/or
- b. The publishing house shall pay the artist two installments (or more installments depending on the parties) that is part payment of money, benefits in kind or other remuneration (delete what is not applicable) of (amount in words)

.....(tax inclusive/excluded) at the submission of the merchandize of the songs mentioned above and (amount in words) (tax inclusive/excluded) at the end of the sale of the merchandize of the songs mentioned above.

4. ROYALTIES

- i. The sale royalties for hard copies will be percent (insert percentage) per copy sold of the album titled that will be given to the Artist by the Publishing House after every weeks/months/years (delete inapplicable) and/or.
- ii. The sale royalties for digital copies will be percent (insert percentage) per copy sold of the album titled or percent per song sold of the album titled that will be given to the Artist by the Publishing House after every (quarter of the year/monthly/weekly/yearly)(insert the appropriate).
- iii. The Synchronization will be percent (insert percentage) per song or percent for all the songs in the album that will be given to the Artist.

5. ADAPTATIONS

The Publishing House shall not be entitled to authorize any third party to use the whole or part of the songs in the album mentioned in clause 3 above for a new or derivative work without prior written consent of the other party.

6. OBLIGATIONS OF THE ARTIST

- a. The Artist shall confirm that the album mentioned in clause 3 above is his work or jointly owned jointly by another author or jointly owned by the recording company (delete what is not applicable). If the lyrics are jointly owned with another author or the recording company (which may either be the publishing house which also recorded the album) then there is a need to look at the contract between the two authors and/or the recording company prior to entering into this contract).
- b. The Artist shall confirm that the album mentioned in clause 3 above does not infringe the copyright and related rights of any third party.
- c. The Artist agrees to submit a total of (insert quantity) to the Publishing House and/or the artist agrees to submit the master copy to the Publishing House for digital distribution.
- d. The Artist agrees to check with the Publishing House after every days/weeks/ months (delete inapplicable) on the status of the sales.
- e. In the event the Artist in this contract is more than one person then all such persons shall be jointly or severally bound by the terms of this contract.
- f. The Artist agrees to execute any document or do any act as may be reasonably required by the Publishing House for the purpose of this contract.

7. OBLIGATIONS OF THE PUBLISHING HOUSE

- a. The Publishing House agrees to provide professional services in distributing the songs mentioned in clause 3 above in hard copies and/or digital copies.

- b. The Publishing House will observe the time frame jointly set with the artist for distribution of the hard copies in the agreed territory(ies) of the songs mentioned in clause 3 above.
- c. The Publishing House shall not authorize a third party to distribute and/or exploit the recorded songs mentioned in clause 3 above without prior written consent of the artist.
- d. The Publishing House shall give the artist a print out of all digital transactions that he has done for the songs mentioned in clause 3 above after every quarter of a year/months/weeks.
- e. The Publishing House shall ensure that the relevant copyright notices are inserted in the work before distribution.
- f. The Publishing House agrees to execute any document or do any act as may be reasonably required by the Artist for the purpose of this contract.

8. INDEMNITY

- a. The parties mutually agree to indemnify each other against all liabilities, claims, demands, actions, costs, damages and loss arising out of any breach by either party of any of the terms of this contract.
- b. In the event of any claim, dispute, action or summons by third party in connection to this contract the parties agree to provide full details to each other for the proper execution of the claim, dispute or action.

9. CONFIDENTIALITY

The parties in their dealings with each other in the implementation of this contract undertake to observe utmost good faith and shall not disclose to any third party any confidential business or future plans of the parties during the subsistence of this contract.

10. AMENDMENTS

Any amendment or alteration to this contract must be in writing and signed by both parties.

11. SALE OR TRANSFERS

The parties shall observe the rights of each other under this contract before sale or transfer of the works to a third party.

12. DURATION

The duration of this contract shall be weeks/months/years (delete inapplicable).

13. TERRITORY

The territory for this contract is (worldwide or specific countries) (insert what is applicable).

14. ETHICS

The parties must act ethically and with integrity in executing this contract.

15. FORCE MAJEURE

Neither party shall be considered in default in the performance of his obligations herein as a result of Acts of God, war, floods, riots, epidemics, acts of any government causing a political embargo and or any other cause similar to the aforementioned which is beyond the control of the parties, unavoidable and which could not reasonably be foreseen and which renders impossible the fulfillment of this contract then either party may notify the other in writing of the force majeure and if at his discretion wants to terminate or continue with the contract.

16. DISPUTE SETTLEMENT PROCEDURES

- a. In case of any misunderstanding between the parties in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such misunderstanding by mutual consultation within days.
- b. If the parties fail to resolve their misunderstanding, then either party may refer such disputes to a jointly appointed mediator or arbitrator.

17. NOTICES

All notices under this contract shall be served in writing.

18. TERMINATION

Either party may, by giving (delete what is not applicable) month's or weeks written notice to the other party to terminate this agreement.

19. CONSEQUENCES OF TERMINATION

- a. If the contract is terminated by the artist then the artist has to pay percent to the publishing house for the services and or disturbance he has done/experienced and/ or forego percent of her sale royalties and take the remaining merchandize of the album mentioned in clause 3 above.
- b. If the contract is terminated by the publishing house then the publishing house is to pay all sale royalties due to the artist and/or give the artist the remaining merchandize of the album mention in clause 3 above and/or give the master copy of the album for the digital sales and he hands over any copies he has made and the transactions for the digital sells to the artist.

20. GOVERNING LAW

This contract is governed by the law of (insert the country name whose law you want your contract to be governed by) (one should have basic knowledge of the country law that they will select it is usually better to choose your own country law rather than a foreign law)

WHEREOF THE PARTIES HERETO, hereby agree to the content of this Contract and have so executed in their respective names, day and year herein by signing hereunder.

Dated at (insert place) this day of (insert month) 20....

Signed by
who is known to me personally/ identified to
me by the latter being known
to me personally this day of 20.....

} _____
Artist

Signed by
who is known to me personally/ identified to
me by the latter being known to
me personally this day of 20....

} _____
Publishing

BEFORE ME:

Name.....

Address.....

Qualification:.. **Commissioner for Oaths**

³The contract to be attested by the Commissioner for Oaths. If this is not possible then each party to have his witness to sign on the contract.

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