

SYNCHRONISATION LICENCE AGREEMENT

This agreement ("**Agreement**") sets out the terms on which you agree to grant us a non-exclusive licence to use the Composition and the Master (as defined below). By submitting the Composition and the Master to us, you confirm that you accept this Agreement and that you agree to comply with its terms.

Agreed Terms:

1. Definitions

Composition	The musical and/or lyrical work embodied in the Master.
Licence Fee	£30.00.
Master	The master sound recording that you submit to us embodying the Composition.
Start Date	The date that we first make the Video available to the public.
Term	The duration of this Agreement as set out in clause 2.
Video	The video produced by us or on our behalf which includes the Master. Any version of the video which does not include the Master shall be excluded from this Agreement.
we, us, our	Leeds College of Music, 3 Quarry Hill, Leeds, LS2 7PD.
you, your	The person who submits the Track to us.

2. Term

- 2.1. The Term of this Agreement will start on the Start Date and will continue for an initial period of 3 years after which it will continue until it is terminated by either you or us giving 30 days' written notice (email to suffice) to the other.

3. Rights Granted and Approvals

- 3.1. In consideration of the Licence Fee, you grant us for the Term a non-exclusive worldwide licence to:
- 3.1.1. include the Composition and the Master in the Video and to exploit the Video by any means and in any media now known or hereafter devised including by means of internet streaming and by means of public exhibition in commercial, non-commercial and educational institutions; and
- 3.1.2. all and any rental and lending rights in relation to the licence of the Composition and the Master and you confirm that the payment of the Licence Fee includes adequate and equitable remuneration in respect of the licence of the said rental right.
- 3.2. If, in our reasonable opinion, the Video is politically sensitive, we will request your approval to include the Composition and the Master in the Video prior to the Start Date. If you do not give us your approval, then this Agreement will terminate with immediate effect and we will not pay you the Licence Fee. Your approval will be deemed given if you do not notify us in writing (email to suffice) to the contrary within 5 days of our request.

4. Licence Fee

- 4.1. We will pay you the Licence Fee within 30 days of the Start Date to the bank account included in your submission of the Composition and the Master or to such other bank account as you notify us in writing (email to suffice). We will make no further payments to you in respect of the licence of the Composition and the Master.

5. Warranties and Indemnity

- 5.1. You warrant and represent that:
 - 5.1.1. you are fully entitled to grant to us the licence of rights as set out in this Agreement;
 - 5.1.2. you own and control all necessary rights in the Composition and the Master throughout the world;
 - 5.1.3. our exploitation of the licensed rights will not infringe the rights or interests of any third party.
- 5.2. You will indemnify and hold us harmless from any and all liability including reasonable out-of-house legal fees arising out of or connected with our exercise of the rights licensed under this Agreement and any breach by you of the terms of this Agreement.

6. Credit

- 6.1. You will receive a credit in the Video substantially in the form: "Music by [WRITER NAME] and performed by [ARTIST NAME]" provided that any inadvertent failure by us to accord this credit will not constitute a material breach of this Agreement.

7. General

- 7.1. No one other than a party to this Agreement shall have any right to enforce any term of its terms.
- 7.2. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 7.3. You may not assign, transfer or deal in any other manner with this Agreement or any of your rights and obligations under or arising out of this Agreement or otherwise dispose of the benefit of this Agreement. We will be entitled to assign, transfer or deal in any other manner with any or all of our rights and obligations under this Agreement and to grant to any person a sub-licence of any of our rights under this Agreement.
- 7.4. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.5. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.