

SYNCHRONIZATION LICENSE

THIS AGREEMENT made this []th day of [Month, Year]

BETWEEN: **Licensor Name** (“Licensor”) whose address is **Address Line 1, Address Line 2, City, PROVINCE/STATE Postal Code**

The Licensor is typically a music publisher or a self-published music creator.

AND: **Production Company**, (“Licensee”) whose address is **Address Line 1, Address Line 2, City, PROVINCE/STATE Postal Code**

NOW THEREFORE in consideration of the sums and the mutual premises contained herein, the parties agree as follows:

1. The musical composition or any part thereof (“Composition”) covered by this Agreement is: **“SONG TITLE”**.
2. The Composition is written by: **WRITER (XX.XX%) (“Composer”) (SOCAN or affiliated PRO)**
3. The percentage of rights in the Composition held by Licensor is: **XX.XX%**.

If the Licensor is a music publisher, the percentage of rights in the Composition they and the Composer hold will have been established in their publishing agreement. If the Composer is self-published (and the only writer), they hold 100% of the rights in the Composition.

4. The territory covered by this Agreement is: **World** (the “Territory”).

Territory refers to the regions in which the licensee is granted the right to use the music, for example: Province of Ontario-only, Canada-only, world, world excluding USA, universe.

5. The term of the license and grant of rights made herein is: **In Perpetuity** (the “Term”).

Term refers to the duration for which the rights are granted, for example: one year, ten years, perpetuity, etc. If the term is limited, the agreement may include an option to extend it (for an additional fee).

6. The production covered by this license is: **Ep# of Season #** of the television series entitled **SERIES** (the “Production” or, when referring to the series generally, the “Series”).
7. The duration and use of the Composition to be recorded and reproduced are: **Up to X minutes, background vocal.**

Usage types are "feature vocal" or "feature instrumental" (used when the music is audible to the characters in the program), "background vocal" or "background instrumental" (used when the music functions as underscore), or "theme" (used when the music is used in the opening/title or end credits).

8. License fee: **Spelled-out Fee Canadian or American dollars (\$XX.XX Currency) (plus applicable taxes **if needed) for 100.00% or for your pro-rata share of ___%, Most Favoured Nations co-Publisher(s) and Master Recording.**

“Most Favoured Nations” (MFN) means that when one party enters into agreements with multiple other parties for similar products or services, they should all be treated the same. The Licensor may negotiate the inclusion of an MFN for a couple of reasons:

- *To ensure that the fee they receive for the use of the Composition is the same as the master-use licence fee paid to the owner of the sound recording of the work, if applicable. (And vice versa, the owner of the sound recording is also likely to require that the master-use fee be MFN with the sync fee.)*
- *In some cases, to ensure that the licence fee they receive for the use of their Composition in a project is equal to the fees paid to any other licensors (i.e., creators and publishers) whose works are also used in that project.*

9. Date of first airing/exhibition of the Production: _____, **2022. Or TBD**

10. Licensor, with respect to its _____% control in and to the Composition, does irrevocably grant and license to Licensee during the Term, in the Territory, in all languages, markets, formats and media now known or hereafter devised, the following rights:

a) the non-exclusive right, license, privilege, and authority to fix and record in any manner, medium or form, in each country of the Territory, the aforesaid duration and use of the Composition in synchronism or timed-relation with the Production, and to make copies of such recordings in any media now known or hereafter devised necessary for distribution, exhibition, display, communication and exploitation in all media, or via any and all means of communication, whether now known or hereafter devised, including, without limitation, non-theatrical exhibition, broadcast on all forms of television, including without limitation, network, non-network, local or syndicated broadcasts, “pay television,” “cable television,” “subscription television,” “CATV,” “pay-per-view,” “satellite broadcasts,” all “video-on-demand,” “pay television,” “free television,” and “closed circuit television,” and all forms of streaming or other online exhibition of any kind (including, without limitation, linear and on-demand) and downloading, whether via digital, electronic, wireless, cable, fiber optic or other means now known or hereafter devised, and to import said recording and/or copies thereof into any country throughout the Territory;

Sync licences should almost always be non-exclusive, making it possible for the same musical work to be used by different licensees—and to generate revenue from multiple sources—simultaneously. If exclusivity for a limited time (or in a particular product category, in the case of advertising) is desired by the Licensee, the Licensor is likely to demand a larger upfront fee.

b) the non-exclusive right to reproduce the Composition, as recorded in the Production, in copies embodying the Production for exhibition, whether in whole or in part and whether sequentially or non-sequentially, in any and all media, whether now known or hereafter devised, intended for “home use” or on personal devices, including, but not limited to, DVDs, Blu-ray Discs, Video Cassettes, Video Discs, CD-ROMs, telephones or devices using digital memory (whether stored on the device or retrievable onto such device) (all of the foregoing media collectively referred to as “Videograms”), and to distribute Videograms by sale, lending, lease or otherwise in each and every country of the Territory for any and all purposes now or hereafter known. Licensee shall not be obligated to make any further or additional payments whatsoever for any of the rights licensed hereunder. Notwithstanding anything to the contrary in this subparagraph, the foregoing shall not be construed to limit in any way Licensee’s rights pursuant to paragraph 11 to reproduce, for purposes set forth in paragraph 11, one or more portions of the Production or the Series embodying the Composition as recorded in the Production.

For most productions that are likely to be released in physical form, the sync agreement may include a one-time “home use” or “home video” buyout clause like this one.

c) the non-exclusive right to edit, adapt, alter, transpose, add to, interpolate, subtract or omit portions of the Composition in conjunction with the Production or convert any reproductions of the Composition to any formats and media now known or hereafter devised and to combine the Composition with other works, musical or otherwise, for the purposes of this Agreement, to which end the Licensor hereby waives all moral rights to the fullest extent permissible in law and Licensor hereby warrants that Composer has/have done likewise.

The Composer will likely waive their moral right to the “integrity” of the work but negotiate to reserve their right of “attribution” (see clause #15). A music publisher can’t waive moral rights because, under Canadian law, the Composer is the only one who can possess them—but they can warrant that the Composer has done so.

d) a mechanical license for the use of the Composition in a soundtrack album for the Series at such time, if one is created.

e) irrespective of any of the foregoing, it is understood that with respect to the public performance or communication to the public by telecommunication of the Production by means of any and all forms of television, clearance by SOCAN or its affiliated performance rights societies in the Territory will be in accordance with the customary practices and the payment of customary fees as is provided in any applicable country of the Territory. Upon request, Licensee or its designee agrees to furnish Licensor with a cue sheet of the Production.

It is technically the production company’s responsibility to submit the final cue sheet to SOCAN as well.

11. The recording, fixation, performing and communication rights hereinabove granted include such rights for audio-visual trailers, electronic press kits (“EPK”), websites, commercials, music videos, promotions, publicity and advertisements of any kind for the promotion or exploitation of the Production and Series (in-context only), in all languages, markets, formats and media now known or hereafter devised including, without limitation, all media set out in paragraph 10.

Should the licensee also wish to use the music out of context, this should be specified. In such cases, it is appropriate for the Licensor to charge additional fees above and beyond any fee for the in-show usage of the music.

12. This Agreement does not authorize or permit the use the title or subtitle of the Composition as the title of the Production or to use the story of the Composition.

13. Licensor represents and warrants that: (i) it owns or controls the percentage of the copyright in and to the Composition licensed hereunder as is set forth in paragraph 3 above; (ii) it has the power, authority and capacity or controls all rights necessary to enter into and fully perform its obligations under this Agreement; (iii) it has the legal right to grant the licenses contained in this Agreement; (iv) there are no claims or legal proceedings, pending or threatened, the outcome of which could adversely affect the Licensor’s rights in the Composition licensed under this Agreement; (v) there are no rights, licenses or commitments of any nature outstanding in favour of anyone which could impair, interfere with or infringe upon the rights licensed herein to Licensee; (vi) Licensee and its successors and/or assignees and/or licensees shall not be required to pay any additional monies with respect to the rights licensed; and (vii) the exploitation of the rights licensed in this Agreement, and the Composition, do not infringe upon the copyright or otherwise violate any rights of any third party, including, without limitation, any copyright, privacy, personality, publicity or any other right of any person or entity. Licensor shall indemnify and hold Licensee, its successors, assigns and licensees and all of their directors, officers, employees and agents free and harmless from and against any and all losses, damages, liabilities, reasonable counsels’ fees and costs, actions, suits, or other claims arising out of Licensee’s exercise of the rights licensed in this Agreement, or any breach or alleged breach, in whole or in part, of the foregoing representations and warranties. Licensor shall reimburse Licensee upon demand for any payment by Licensee at any time with respect to such losses, damages, liabilities, counsels’ fees and costs, actions, suits or other claims to which the foregoing indemnity applies.

Representations are statements made to help convince one party to enter into an agreement with another. Warranties are guarantees, written into a contract, that the representations are, in fact, true. And an indemnity is a commitment made by one side to pay for any damages, claims, or other costs incurred by the other side if the representations and warranties prove to be untrue.

14. Licensee shall have the power and authority to assign and license its rights and obligations under

this Agreement to any party whatsoever without Licensor's consent. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assignees and/or licensees of the parties hereto.

15. Licensee is not obligated to provide any screen credit regarding the use of the Composition. If Licensee determines in its sole and absolute discretion to provide such a credit, then all aspects of screen credit accorded in connection with this Agreement, including size, wording and placement, shall be at the sole and absolute discretion of Licensee. Any failure of Licensee or any third party to accord credit, whether inadvertently or because of the exigencies of time, or for any other cause of a similar or dissimilar nature, shall not constitute a breach of this Agreement, nor will such failure entitle Licensor to any relief at law or in equity.

16. In the event of any breach or alleged breach of any provision of this Agreement by Licensee, except the payment of the license fee when due, Licensor's sole remedy will be an action at law to recover money damages, if any, and in no event will Licensor be entitled or seek to enjoin, interfere or inhibit the distribution, exhibition or exploitation of the Production or Series.

This fairly standard clause is intended to provide assurance to the Licensee that the Licensor will not have any right to seek to interfere in any way with the production in which their music is being used.

17. All notices hereunder required to be given to the parties hereto and all payments to be made hereunder shall be sent to the parties at their addresses mentioned herein or to such other addresses as each party respectively may hereafter designate by notice in writing to the other.

18. This Agreement constitutes the entire agreement between Licensee and Licensor with respect to its subject matter and supersedes all prior agreements, negotiations, discussions, representations and understandings, whether written, oral or otherwise. This Agreement may not be modified except in a written document signed by both the parties.

19. This Agreement shall be governed by and subject to the laws of the **Province of Ontario** applicable to contracts made and performed entirely in that **Province**.

The jurisdiction is usually the province or territory where the Licensee's production company is located.

20. Notwithstanding anything else contained herein, Licensee shall have no obligation hereunder if the Composition is not used in the final edited version of the Production, as released commercially to the general public.

21. This Agreement may be executed in one or more counterparts with the same effect as if the parties had signed the same document. The signature and delivery of this Agreement using electronic mail as a PDF or other secure electronic reproduced form (such as a DocuSign file), will have the same force and effect as an original signature and as delivery of a hard copy original of this Agreement. The parties shall not contest the validity, enforceability or admissibility of such an electronically signed and/or delivered copy of this Agreement.

{signature page follows}

IN WITNESS WHEREOF, the parties have caused the foregoing to be executed as of the date first set forth above.

Licensor Name

Licensee

Per: _____
An Authorized Signator or Representative

Per: _____
An Authorized Signator or Representative