

# Licensing Agreement

*Legalese is a creative legal agency that has redesigned legal services to suit creatives, musicians and entrepreneurs. With years of experience within the South African music industry, we have created a set of templates to assist young musicians in building their career professionally. This is our contribution to the industry which we love. These agreements have been drafted based on our experience, however, keep in mind that they are generalized agreements and do not constitute legal advice. If you require specific advice regarding your work, you can contact us for assistance.*

## **Explanation of Agreement**

This is a Licensing Agreement Template. It can be used by an artist to license a song for use in a motion picture, television show, video game or any reason you want to give someone permission to use your song. In the Agreement, this reason is referred to as “the Project”, and the party who is using the composition for the Project is referred to as “the Licensee”. The Agreement regulates the relationship between the Artist and the Licensee and records their agreement regarding ownership and use of the song. Once the Agreement is signed by the Artist and the Licensee, it is legally binding.

## **Instructions:**

1. Read the Licensing Agreement Explanation and the Licensing Agreement.
2. Fill in the Licensing Agreement with the information required.
3. The Artist and the Licensee sign the Agreement.

## Licensing Agreement Explanation:

Each section of the Licensing Agreement is explained below.

- 1. Introduction:** This section states that the purpose of the Agreement.
- 2. Duration:** This section explains how long this agreement applies for.
- 3. Ownership:** This section specifies that the Artist retains ownership rights over the composition.
- 4. Distribution, Licensing, Marketing and Publication of the Composition:** In this section, the Artist grants the Licensee the right to use the composition for the Project. You need to fill in what the Licensee can do with the composition.
- 5. Costs:** This section specifies that all costs involved in the production of the composition will be covered by the Artist.
- 6. Fees:** This section specifies that the Licensee agrees to provide the Artist with the Fee.
- 7. Warranties:** In this section, the Artist confirms that s/he has the legal right to grant the rights in this Agreement, and that they will obtain confirmation of any necessary permissions of any person who may have a right in the Track – for instance, if a sample is used.
- 8. Indemnity:** This section specifies that the Licensee indemnifies (secures against legal responsibility for their actions) the Artist, its officers, directors and representatives against any claims resulting from the Licensee's use of the composition.
- 9. Disputes:** This section specifies the process to follow in the case of a dispute.
- 10. Breach:** This section states that if any party fails to comply with the Agreement, the other party is entitled to give five days notice for them to comply. If they fail to comply after this notice, the other party can demand that the Agreement be carried out, and may also request damages.

# Licensing Agreement

Between

**Artist Full Name:**

**Identity Number:**

**Physical Address:**

(hereinafter referred to as **"the Artist"**)

and

**Licensee Full Name:**

**Identity/Registration Number:**

of **Physical Address:**

(hereinafter referred to as **"the Licensee"**)

**("the Agreement")**

## TERMS

Song title (hereinafter referred to as “ <b>the composition</b> ”)	
Use for the composition (hereinafter referred to as “ <b>the Project</b> ”)	
Hand-over date (hereinafter referred to as “ <b>the hand-over date</b> ”)	
Fee (hereinafter referred to as “ <b>the Fee</b> ”)	
Location where song may be used (hereinafter referred to as “ <b>the Territory</b> ”)	
Duration of the license (hereinafter referred to as “ <b>the Term</b> ”)	
Exclusivity	<input type="checkbox"/> Yes <input type="checkbox"/> No

### 1. Introduction

The Artist has agreed to license for use the composition to the Licensee and has entered into this Agreement in order to regulate their relationship and record their agreement regarding ownership and use of the composition.

### 2. Duration

- 2.1 This Agreement shall operate for the duration of any and all intellectual property rights in and to the musical compositions including any and all renewals or extensions thereof that the Artist may now or hereafter own or control.
- 2.2 The rights granted herein shall endure and shall be assignable to the benefit of the Licensee, its sub-licensees, successors and assigns.

### 3. Ownership

The Artist retains all ownership rights over the compositions, including all master rights and publishing rights.

## 4. Distribution, Licensing, Marketing and Publication of the Composition

- 4.1 The Artist agrees to assign to the Licensee the following irrevocable rights throughout the Territory for the Term (“the license”):
- 4.1.1
  - 4.1.2
  - 4.1.3 the right to use the likeness, brand and logo of the Artist solely in connection to the composition.
- 4.2 The compositions shall not be distributed or exploited by the Licensee separately or independently of the Project.

## 5. Costs

All costs involved in the production of the composition will be covered in full by the Artist.

## 6. Fees

- 6.1 In consideration of the grant of the license, the Licensee agrees to provide the Artist with the following:
- 6.1.1 recognition as the author and composer of the composition on all uses of the composition; and
  - 6.1.2 the Fee, as stipulated on the cover page.

## 7. Warranties

- 7.1 The Artist hereby represent and warrants that it has the full legal right, power and authority to grant the rights referred to in 4.1 above.
- 7.2 The Artist agrees that it will obtain in writing all requisite consents and permissions of any labour organization, the copyright owner, other artists or any other relevant party whose performances are embodied or who owns any rights in the musical compositions and that Artist will pay all re-use payments, fees, royalties and other sums required to be paid for such consents and permission, in connection with the Licensee’s use of the composition.
- 7.3 If the Licensee so requires, the Artist will obtain and deliver such consent and permission described in 7.2 above to the Licensee.

## 8. Indemnity

The Licensee indemnifies, and holds harmless, the Artist, its officers, directors and representatives against any claims, losses, damages and expenses in any way resulting from or connected with the Licensee’s use of the musical composition.

## 9. Disputes

Parties must first and foremost attempt to resolve any and all disputes amicably and with the best interests of both parties in mind. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to during their negotiation, the parties will approach an independent industry expert who shall mediate the discussion on their behalf. The parties agree that in no circumstance will either party publicise the dispute on any media platform, including social media. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.

## 10. Breach

If any party commits a breach of this agreement and/or fails to comply with any of the material provisions thereof (“**the defaulting party**”) then the other party (“**the aggrieved party**”) shall be entitled to give the defaulting party 5 (five) days notice in writing to remedy such breach or failure and if the defaulting party fails to comply with such notice, then the aggrieved party’s only right in respect of the breach of this agreement is to demand specific performance by the defaulting party as well as damages arising from the defaulting party’s breach of the agreement.

## 11. Domicilium Citandi Et Executandi

Each party chooses the address set out below its name on the cover page of this Agreement as its domicilium citandi et executandi at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement at their addresses set out on the cover page of this Agreement.

## 12. General

- 12.1 **Service Address:** Each party chooses the address set out below its name on the cover page of this Agreement as its service address at which all notices, legal processes and other communications must be delivered for the purposes of this Agreement.
- 12.2 **Governing Law:** This agreement shall, for all purposes, be governed and interpreted in accordance with the law of the Republic of South Africa.
- 12.3 **Entire Agreement:** This document contains the entire agreement between the parties as to the subject matter hereof. No agreement to vary, add to or cancel this Agreement shall be of any force or effect unless reduced to writing and signed on behalf of the Parties to this Agreement.
- 12.4 **Governing Law:** The validity of this Agreement, its interpretation, the respective rights and obligations of the parties hereunder shall be determined in accordance with the laws of the Republic of South Africa.

**Signed At (Location):**

**This Day (Day):**

**Of (Month):**

**(Year):**

**Licensee Signature:**

**Name of Signatory:**

**Capacity of Signatory:**

**Signed At (Location):**

**This Day (Day):**

**Of (Month):**

**(Year):**

**Artist Signature:**

**Name of Signatory:**

**Capacity of Signatory:**