

ONLINE SHOWREELS LICENCE AGREEMENT



**APRA
AMCOS**

Enquires 02 9935 7900 showreels@apra.com.au www.apraamcos.com.au

PART A

AUSTRALASIAN PERFORMING RIGHT ASSOCIATION LIMITED ABN 42 000 016 099 (APRA) and AUSTRALASIAN MECHANICAL COPYRIGHT OWNERS SOCIETY LIMITED ABN 78 001 678 851 (AMCOS) both of 16 Mountain Street, Ultimo, New South Wales

LICENSEE INFORMATION

Please note that you must be either a performer, director or be primarily in the business of creating Audio Visual Productions for third parties to enter into this licence agreement.

Name of Licensee _____ (You)

SOLE TRADER / REGISTERED COMPANY

ABN _____

Address _____

POSTCODE

Contact Details _____

NAME

EMAIL

PHONE

Licence Details

Commencement Date: _____

Name of Your Online Service: _____

URL: _____

Music use category and Licence Fees:

Please tick the category of music use that applies to your online showreel.

		Music Use Category	Licence Fee*
<input type="checkbox"/>	Tier 1	Production Music only	\$225
<input type="checkbox"/>	Tier 2	Commissioned Music (and Production Music)	\$335
<input type="checkbox"/>	Tier 3	Commercial Music and (Commissioned Music and/or Production Music)	\$560

* Licence Fees are inclusive of GST, payable per Licence Year or part thereof and increased annually in accordance with CPI

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PART B

- A.**
1. **Definitions**

Advertisement means any material which is designed to attract the attention of the public or any part of it to a product or service, person, organisation or line of conduct;

Agreed Rate means the interest rate for overdrafts as published by the Reserve Bank of Australia (as identified by the RBA's mnemonic FILRSBVOO) plus 2 percentage points, calculated on daily rests from the due date to the date of payment;

AMCOS Work means a Work in respect of which AMCOS is entitled to administer the right of reproduction, or represents to you that it is entitled to grant a licence [and includes Commercial Music, Commissioned Music and Production Music];

APRA Work means a Work in respect of which the right of Communication to the public is owned or controlled by APRA for Australia, or APRA represents to you that it is entitled to grant a licence [and includes Commercial Music, Commissioned Music and Production Music];

Audio Visual Production means a production created by You for a third party or featuring performances by You for which all music synchronisations have been approved by the copyright owner and may include;

 - (a) advertising campaigns;
 - (b) actors' (or other individual performers') videos;
 - (c) directors' videos; or
 - (d) other audio visual productions.

Commercial Music means a Work other than Commissioned Music and Production Music;

Commissioned Music means a Work that has been purpose written for an Audio Visual Production;

Communicate has the same meaning as in the Copyright Act 1968;

Consumer Price Index (CPI) means the index of that title All Groups for the 8 capital cities of the States and Territories of Australia published by the Australian Bureau of Statistics or any authority substituted by statute, related to the base year 1989-90 equals 100, and March Quarter means the quarter year ending 31 March;

Download means a copy of an audio or audio-visual recording of at least one Work in the form of an electronic file in which sounds are embodied;

Grand Right Work means an opera, operetta, musical play, revue or pantomime insofar as it consists of words and music expressly written for it;

Licence Fee means the licence fee for your music use category set out in Part A of this agreement;

Licence Year means any consecutive period of 12 months commencing on the Commencement Date or the anniversary of the Commencement Date during the term of this agreement;

Production Music means all Works and sound recordings of such Works, where the copyright in the Work and sound recording are both owned by the same person, and the principal purpose of which is not to be made available for retail sale but is to be made generally available to studios, broadcasters and other persons for non-exclusive use in audio, audio-visual and other productions (also known as library or mood music);

Purpose means the display of Showreels on the Website for the promotion of You or Your business;

Showreel means a short piece of film footage containing examples of Audio Visual Productions;

Stream means the Communication to the public of Works within a Showreel by means of the Website under circumstances in which the user is prohibited from making a copy of the Work;

Synchronisation means to reproduce Works in the process of making and producing audio-visual recordings;

Website means the website controlled and operated by You at the URL specified in Part A; and

Work means a musical work and any literary work normally associated with it by the copyright owner for Australia, and a reference to a Work includes a reference to a share in any such Work.
 2. You must be either a performer, director or be primarily in the business of creating Audio Visual Productions for third parties to enter into this agreement.
 3. This agreement commences with effect from the Commencement Date and, subject to clause 5 or earlier termination in accordance with clause 16, will continue until terminated by either party on 3 months' notice or if clause 2 no longer applies.
 4. APRA and AMCOS (**we, us, our**) grant you a non-exclusive licence to Communicate APRA Works from, and reproduce (to the extent required for the Purpose) AMCOS Works on the Website in Australia in the form of Streams, for the Purpose.
 5. You must pay us the Licence Fee set out in Part A of this agreement each Licence Year. The Licence Fee will be increased each year by the percentage increase in CPI between the last two March quarters.
 6. This agreement will not be valid in any Licence Year until the Licence Fee for that year has been received by us.
 7. Nothing in this agreement constitutes the grant of a licence to reproduce a Work that is not an AMCOS Work, or the grant of a licence to Communicate a Work that is not an APRA Work.
 8. This agreement:
 - (a) only applies to You for the Purpose;
 - (b) does not include a right for You to license the reproduction of AMCOS Works or the Communication of APRA Works by any third parties;
 - (c) does not include the right to Synchronise AMCOS Works with any audio-visual material, including but not limited to videos, or still images;
 - (d) does not include the right to reproduce or Communicate to the public any Work in a manner that represents that particular Works or groups of Works identified by songwriter or title are associated with or promotes the sale or provision of any goods or services, or any person, organisation or line of conduct, other than for the Purpose;
 - (e) does not include the right to:
 - (i) reproduce any Work into an Advertisement;
 - (ii) reproduce or Communicate to the public any Work in circumstances where there is consideration for the Stream;
 - (iii) reproduce or Communicate to the public any Work with words that are not approved or normally associated with the Work by the copyright owner for Australia;
 - (iv) reproduce or Communicate to the public any lyrics of a Work in a graphic form;
 - (v) perform in public or Communicate to the public any Grand Right Works in their entirety;
 - (vi) perform in public or Communicate to the public any choral work of more than 20 minutes' duration in its entirety; or
 - (vii) perform in public, Communicate to the public or reproduce any sound recording or cinematograph film.
 9. Nothing in this agreement constitutes consent by the authors of Works in relation to any act contrary to the author's moral rights.
 10. You may not charge anyone a fee to access the AMCOS Works or APRA Works on your URL.
 11. You must, within 14 days of the Commencement Date and each anniversary of the Commencement Date, and receipt of a tax invoice, pay us Licence Fees for that Licence Year.
 12. If you fail to pay any invoice by the due date you must also pay interest at the Agreed Rate on each amount outstanding under this agreement.
 13. The payments specified in this agreement must be made to us in Australian currency and net of all withholding and similar taxes and you must pay to the relevant taxation authority all such taxes, in addition to the payments specified in this agreement to be made to us.
 14. If a third party approaches you and claims the right to receive licence fees payable in relation to a Work, you must notify us in writing within 7 days of such claim.
 15. Disputes under this agreement may be referred by you to the dispute resolution procedure offered by us in accordance with the terms of APRA's authorisations under the Consumer and Competition Act 2010 or other dispute resolution mechanism as agreed between the parties.
 16. If a party (Defaulting Party):
 - (a) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration, or being an individual, commits any act of bankruptcy or enters into a scheme of arrangement with creditors;
 - (b) fails to remedy a breach of its obligations under this agreement which is capable of remedy within 21 days of notice of the breach; or
 - (c) materially breaches any of its obligations under this agreement which is not capable of remedy,
 the other party may, by notice to the Defaulting Party, terminate this agreement.
 17. All notices required to be given under this agreement must be sent in writing by email to the parties at the addresses set out in this agreement or to such other address as any party may notify in writing from time to time. Notices will be deemed to have been received on the day of sending.
 18. This agreement must be construed in accordance with the laws for the time being in force in the State of New South Wales.
 19. A party may only assign a right under this agreement with the prior written consent of the other party.

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SIGNED AS AN AGREEMENT

Signed for and on behalf of **Australasian Mechanical Copyright Owners Society Limited** in the presence of:

Signature of authorised person

Witness signature

Name of authorised person (print)

Name of Witness (print)

Office held

Signed for and on behalf of **Australasian Performing Right Association Limited** in the presence of:

Signature of authorised person

Witness signature

Name of authorised person (print)

Name of Witness (print)

Office held

Signed for and on behalf of the **Licensee** in the presence of:

Signature of authorised person

Witness signature

Name of authorised person (print)

Name of Witness (print)

Office held