

# Song Synchronisation Licence Checklist

This is a checklist of key deal points and issues in a song synchronisation licence. It is not exhaustive. It is not a substitute for legal advice. Every deal is different in some way. Almost all deals can be improved by professional analysis and negotiation. You should get competent and specialised legal advice on the subject matter and terms of the agreement before you sign anything. However, this checklist sets out the issues you should be on the look-out for.

## 1 Producer's Details

Proper entity name and trading name (if any)

## 2 Song Owner/Controller's Details

Company or individual(s)

## 3 Song Details

- a. Title and composer(s) name
- b. Control percentage(s)
- c. Duration of song (how much can producer use? Looped?)

## 4 Film Details

- a. Name of film/ product
- b. Type of film (e.g. documentary, advertisement, feature film, other)
- c. Description of film

## 5 Territory

Australia, Australasia, World?

## 6 Term

Period of use (e.g. perpetuity, 1 year campaign, 1000 units (if DVD))

## 7 Rights

- a. Exclusive vs. non-exclusive
- b. All Media (specified media, e.g. DVD, Cinema and internet) or limited media?
- c. Use in promotional material?
- d. Ban on sound-alike covers (i.e. producer should use particular version)

## 8 Options

Extend period, further units, further media, expand territory?

## 9 Warranties

- a. Power and authority to grant synch licence (control of the song)
- b. Producer to lodge cue sheets with APRA

## 10 Synchronisation Fee

- a. Amount (flat fee vs. per-unit fee with advance)
- b. Option or extension fee
- c. Timing of fee payments
- d. Most favoured nations?

## 11 Termination Rights

- a. Damages
- b. No injunction clause?

*For further information consult your local Industry Association, Arts Law, or a legal professional.*