

**AGREEMENT BETWEEN A FILM PRODUCER, A MUSIC PUBLISHER AND A  
COMPOSER TO COMPOSE MUSIC AND ACT AS MUSIC-DIRECTOR OF A  
FEATURE FILM AND FOR THE PUBLISHER TO OWN THE MUSIC**

AN AGREEMENT made the ..... day of .....20... BETWEEN [film production company] having its registered office at [address] (hereinafter called “THE PRODUCER) of the FIRST PART [composer] of [address, etc.] (hereinafter called the COMPOSER) of the SECOND PART and [music publisher] of [address, etc.] (hereinafter called the PUBLISHER) of the THIRD PART.

WHEREAS:

(1).....The Producer is engaged in the production at studios of a black and white of [colour] feature film entitled ..... (hereinafter called the Film)

(2).....The Producer has offered the composer to compose and arrange music and act as Musical Director for the film and has nominated the Publisher to publish the music of the film all upon and subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1 The Producer hereby engages the composer and the composer in consideration of the fee hereinafter provided accepts the engagement.

(1) to compose select and orchestrate such theme and all background music (hereinafter collectively called the music) as the Producer may require for inclusion in the film;

(2) to act as Music Director of the film:

(3) to such extent as the Producer shall agree and subject to the necessary rights being obtainable at a cost acceptable to the Producer musical works and lyrics or other literary works not written by the Composer (whether or not the subject of copyright) may be

included in the music but the rights granted by and the warranties of the Composer hereinafter contained shall not be deemed to extend to original musical or literary works or lyrics so included as distinct from any orchestrations or arrangements thereof by the Composer, PROVIDED the Producer shall not be hereby exclusively entitled to the Composer's services but the Composer undertakes so to arrange his commitments to third parties that he will be able to devote adequate time and attention to the performance of his services hereunder.

2. The Composer undertakes warrants and agrees-

(1) to carry out in connection with the film all the services normally rendered by a Music Director of a first class feature film including (but without prejudice to the generality of the foregoing)-

- (a) giving advice on the engagement of musicians and artists to play and perform the music for the purpose of the production of the film;
- (b) the supervision and direction of the recording sessions of the music and the rehearsal and conducting of the orchestra and all performers connected therewith;
- (c) attendance at such meetings and conferences as the Producer may require;

(2) to consult and collaborate with the Producer Director and Music Director of the film in all matters concerning the selection of the type of music and style of orchestration and arrangement thereof to the intent that the final score of the music as delivered hereunder shall be in accordance with the specific requirements and recommendations of the above-mentioned representatives of the Producer;

(3) the Composer hereby warrants that all music presented by him to the Producer hereunder as music original in him shall in fact be original and shall not constitute any infringement of the copyright or any other rights of any third party and the Composer undertakes to indemnify and hold the Producer, its assigns and licensees harmless from any loss, costs, fees, royalties, damages or other expenses that may be incurred by any of

them by reason of any breach of his said warranty or by reason of any insufficiency of title in and to all of the music;

(4) that he is a member of [has applied for membership] of the Performing Rights Society (hereinafter called the PRS); in accordance with sec. 33 of the Copyright Act, 1957;

(5) that all consents required in respect of any performances or recordings by the Composer in connection with the film which may be required under any law for the time being in force have duly been obtained;

(6) not at any time hereafter to publish or authorise publication of the music or any part thereof in any place so as to prevent limit or determine the subsistence of copyright therein in any part of India;

(7) not to make any statement to the press or give any interview relating to the film or his services hereunder or to the Producer's business except with the written consent of and in collaboration with Producer;

(8) not to pledge the credit of the Producer or incur any liability on its behalf without the written consent of the Producer first being obtained.

3. As full and final consideration for the Composer's services and the rights in the music which are hereinafter granted the Producer shall pay to the Composer the inclusive fee of Rs ..... payable as to Rs ..... on the signature hereof and as to the balance on completion of the composer's services and the publisher shall make the payments to the Composer hereinafter provided.

4. The Composer hereby confirms and declares that at the request of the Producer the Composer hereby grants and agrees to grant to the Publisher the whole and entire copyright in the music and in the score of the film and the ownership of the original

manuscript thereof throughout the world for the full period of copyright and all renewals and extensions thereof provided by the law of any country.

5. It is mutually agreed that-

(1) "performing right" shall mean and include for the purpose of this agreement the rights to-

- (a) perform the music in public;
- (b) broadcast the music;
- (c) cause the music to be transmitted to subscribers to a diffusion service; and
- (d) authorise other persons to do any of the above acts in relation to the music;

(2) unless and until the performing right in the music becomes or after it ceases to be vested in the Performance Right Society hereinafter called "PRS" or any similar body then it shall belong to the Publisher who shall then exercise it as hereinafter provided.

6. (1) The Composer agrees that all fees derived from the public performance of the music or any part thereof shall be divided and shared by the Composer and the Publisher in equal proportion and the Composer and the Publisher shall execute or cause execution of all such documents as may be necessary to procure such payments.

(2) The Composer and the Publisher confirm and agrees that the Producer shall be entitled without further payment to the necessary licence mechanically to record and reproduce the music for the purpose and as part of the synchronised sound track of the film and any sequel re-make or re-issue thereto or thereof through the world and for the full period of copyright aforesaid.

7. (1) The Publisher shall pay the Composer and account to him for-

(a) a royalty of ten per cent of the retail selling price of all copies sold and paid for of the music or any part thereof published in sheet form and if published in albums or medley publications containing other copyright music then the proportions of that royalty represented by the music in the album or medley publication;

(b) fifty per cent of the balance remaining of all sums received by the Publisher from the making records or other reproduction of the music or any part thereof (including reproductions in synchronisation with cinematograph films other than the film) after the deduction of the cost of collection which shall not exceed ten per cent of the total of the sums received by the Publisher.

(2) If the publisher authorises the addition of lyrics to the music or any part thereof then in respect of such whole or part of the music to which lyrics are added the sums to which the Composer is entitled pursuant to sub-clause (1) of this clause shall be reduced by one-half when the lyrics are reformed to allow for the payment of the lyric writers' share of the fees and royalties.

8. In the event that the Composer for any reason (other than any default of the Producer) fails to deliver the full music score for the recording thereof within such time as in all the circumstances shall be reasonable from the receipt of written notice given to him by the Producer of that requirement at any time after the Producer has notified the Composer of the final music timings of the film the producer may (without prejudice to the exercise of any other remedies available to it at law) by notice in writing to the Composer terminate this agreement in which event the liability of the Composer and the Producer hereunder shall cease and the Composer shall repay to the Producer or demand all monies received by him hereunder upto the date of such termination.

9. The Producer shall not be bound to make any use of the Composer's services hereunder or of the products thereof but if the Producer substantially incorporates the music in the film then the Producer undertakes to accord to the Composer on the negative of the film

and on all positive copies thereof made or issued the particular as required under Section 52A of the Copyright Act, 1957 giving credit for the products of his services hereunder.

10. Nothing herein shall-

(1) prevent the Producer from employing the services of any other person to compose music for the film in addition to or (subject to the provisions of clause 9 hereof) in substitution for the Composer or from granting such other person such screen or other credit as it any deem appropriate;

(2) give the Composer any right against the Producer in connection with his engagement hereunder other than the right to receive screen credit in accordance with clause 9 hereof and to be paid the remuneration herein specified.

11. (1) The Producer may assign the benefit of this agreement in whole or in part to any person firm or company and in that event the Composer shall at the request and cost of the Producer execute and do such things as may be necessary to make such assignment effective.

(2) The Composer shall at the Producer's cost and request duly execute, acknowledge and deliver to the Producer or its assigns such documents as may be requested by him for the purpose of confirming the Producer's title to the rights hereby agreed to be granted.

IN WITNESS WHEREOF, etc.