

Dear .....("The Licensor/You")

## **Non-Exclusive License to Broadcast Music Video**

This letter when signed by both you and Consolidated Media Associates Limited ("Televista Cable and Satellite / Soundcity / Soundcity Premium/ The Licensee") will constitute and conform to our mutual agreement on the terms and conditions set out below.

### **1. GRANT OF NON EXCLUSIVE RIGHTS**

1.1 You own and or control all rights in and to the music video(s) described in annexure "A" ("The Music Video") and you hereby grant Soundcity / Soundcity Premium the following non-exclusive rights in respect of the music video.

- 1.1.1 To telecast, broadcast, simulcast, narrowcast or transmit the music video in perpetuity by means of any network or transmission system now including but not limited to any terrestrial, satellite or cable systems such as the Televista Music Channel currently known as Soundcity / Soundcity Premium.
- 1.1.2 To grant sub-licenses to any third party in respect of the rights granted in terms of this agreement, which will include the right to syndicate the channel in part or in whole to any broadcaster throughout the world.
- 1.1.3 To cause or permit any performance in public of the music video
- 1.1.4 To authorize the editing, re-recording, mixing, remixing, dubbing, re-dubbing or other adaptation of the music video at the Licensee's sole discretion, and nothing contained here-in shall be construed to obligate the licensee to employ licensor in connection with this agreement.
- 1.1.5 To make mechanical reproductions of the music video for the purpose of broadcasting.
- 1.1.6 Soundcity / Soundcity Premium shall be entitled but not obliged to exercise the rights granted in the clauses above.
- 1.1.7 The broadcast of the music video shall be at the sole discretion of Soundcity / Soundcity Premium. Should Soundcity / Soundcity Premium reject a music video on the basis that any or more of the Soundcity / Soundcity Premium technical requirements or standards have not been satisfied by the music video, and then this license shall automatically cease to apply to such music video.

### **2. YOUR OBLIGATIONS**

2.1 You shall deliver to Soundcity / Soundcity Premium:

- 2.1.1 A master copy of the music video on DV & DVD format which shall be of a quality generally accepted in the Nigerian Broadcasting Industry. Soundcity / Soundcity Premium

may in its sole discretion reject the music video if the technical quality is of a standard unacceptable by Soundcity / Soundcity Premium

- 2.1.2 Press Material containing photographs, biography and any other additional information available about the artiste featured in the music videos, in order for Soundcity / Soundcity Premium to promote the artiste on the channel.
- 2.1.3 Copies of documentation evidencing your rights to distribute and exploit the music video that shall include copies of agreements concluded with the composer of the music incorporated in the music video, the owner of the sound recording, the artistes performing in the music videos and the producers of the music video.
- 2.1.4 You shall be liable for any damages to the music videos which may occur before delivery of the music video to Soundcity / Soundcity Premium. If the music video is found to be damaged on the receipt, Soundcity / Soundcity Premium shall immediately notify you to supply Soundcity / Soundcity Premium a duplicate video
- 2.1.5 You shall be responsible for all payments due to third parties who participated in the production of the music video including salaries, fees, royalties or commissions due to artistes, performers, directors, or producers in respect of the creation and exploitation of the music video. PLEASE NOTE that Soundcity / Soundcity Premium shall bear no liability in this regards.

### **3. CONSIDERATION**

- 3.1 You agree that no consideration will be paid by Soundcity / Soundcity Premium for the rights granted in terms of this agreement.
- 3.2 In addition, Soundcity / Soundcity Premium shall not be required to pay any royalties which may be associated with the use of the sound recording and performance featured in the music video or with the broadcast or copying of the music video

### **4. WARRANTIES**

- 4.1 You warrant
  - 4.1.1 You own and or control all rights in and to the video are entitled to grant to Soundcity / Soundcity Premium the rights set out in this agreement.
  - 4.1.2 The music video, the music, performances and sound recording associated with it, do not infringe the copyright or any other rights of any third party.

### **5. INDEMNITY**

- 5.1 You hereby indemnify and hold Soundcity / Soundcity Premium harmless against all claims and costs including, without limitation, legal fees, damages and expenses arising

directly or indirectly out of any breach of any warranty, representation or undertaking given by you to Soundcity / Soundcity Premium in terms of this agreement.

## **OTHER CLAUSES**

### **6. CREDITS**

Credits are due in the production and broadcast of the music video shall be accorded in substantially the following form in the end titles and such credits may be shared with/or adjacent to credits relating to other contributors to the recording or performance.

“WRITTEN BY

“PERFORMED BY

6.1 No casual or inadvertent failure by licensee or any failure by a third party in the provisions of this clause shall constitute a breach of this agreement

### **7. TERMS**

The Term of this agreement shall commence on the date hereof and shall continue thereafter in perpetuity

### **8. SOLE AGREEMENT**

This agreement contains the complete understanding between parties and no agreement varying, adding to, deleting from or cancelling the terms of this agreement or waving any rights or obligations herein shall be effective unless reduced to writing and signed by both parties.

### **9. ARBITRATION**

Any controversy or claim arising out of or in relation to this agreement or any breach thereof shall be settled by a single arbitrator conversant with the entertainment industry and who shall be agreed on by both parties.

**10. GOVERNING LAW**

This agreement shall be interpreted and implemented in accordance with the laws of the Republic of Nigeria.

Please sign this letter and the attached duplicate in order to confirm that you understand and accept the terms set out above. Kindly return, promptly the signed duplicate to Soundcity / Soundcity Premium/Licensee

Your Sincerely.

.....

CONSOLIDATED MEDIA ASSOCIATES LIMITED

SIGNED AND ACCEPTED AT SOUNDCITY ON THE .....OF.....20

BY:

WHO WARRANTS THE SHE/HE IS DULY AUTHORISED TO SIGN

.....

**ANNEXURE "A"**

SONG TITLE:

PERFORMING ARTISTE:

RECORD COMPANY:

COUNTRY OF ORIGIN:

CONTACT DETAILS:

EMAIL: