

ARCHIVE/PROMOTIONAL RECORDINGS

AN AGREEMENT BETWEEN THE MUSICIANS' UNION AND

WHEREBY THE UNION AUTHORISES ITS MEMBERS IN

(Orchestra/Ensemble) TO PARTICIPATE IN AN AUDIO OR AUDIO-VISUAL RECORDING FOR ARCHIVE AND PROMOTIONAL PURPOSES TO BE RECORDED AT (venue/location)
ON (date)

(1) The copyright in recordings made under this Agreement will be held jointly by the Orchestra/Ensemble/Band/Company and the Musicians' Union.

(2) Archive/promotional recordings may only be made at scheduled rehearsals and/or concerts, i.e. when the musicians are receiving live engagement fees. Musicians shall not be called upon to exceed the duties for which they are already contracted. A maximum of three cameras should be used to capture the performance.

(3) Should an opportunity arise whereby the archive/promotional recording might be exploited commercially (stream/download, physical release, broadcast use or other such medium) the appropriate Musicians' Union fee will be paid to all musicians whose performance has been incorporated into the recording.

For the avoidance of doubt, non-commercial promotional online use is permitted, provided this is limited to streaming only. This may include, by means of example, use on the composer's personal website or social media platforms. Any use will be limited to 2 minutes of material and will not include full movements or full works.

(4) When an opportunity for commercial or broadcast exploitation occurs, the Musicians' Union agrees to relinquish its position as a rights holder upon payment of the appropriate fees to the musicians.

(5) The Contractor will maintain personnel lists of musicians for all audio recordings made under this Agreement. Should commercial exploitation take place, the Contractor undertakes to forward all relevant details (titles, catalogue numbers, and musicians' names) to the Musicians' Union and to PPL.

(6) The Contractor will notify the Musicians' Union of the intention to make an archive/promotional audio or audio-visual recording prior to the recording taking place.

(7) Musicians will be informed, in advance, of the times and dates on which archive/promotional audio or audio-visual recordings are to be made and their consent pursuant to the Copyright, Designs and Patents Act 1988 (as amended) acquired.

(8) No recording, made under this Agreement, will be used to evaluate and assess the capabilities of any musicians.

(9) A fee of £60 shall be paid to each musician participating in the recording.

Signed Orchestra/Ensemble/Band/Company

Date

Signed Musicians' Union

Date