

Song Share Agreement

Date

Parties:

1 of
2 of
3 of
4 of

For good and valuable consideration we the undersigned hereby agree that the copyright in the following compositions:

(*hereinafter referred to as 'the Compositions'*) shall be vested in and all income received from the exploitation of the Compositions shall be paid to the co-writers in the following proportions:

We each hereby assert our right to be identified as a co-writer of the Compositions.

Signed _____ Signed _____
In the presence of _____ In the presence of _____

Signed _____ Signed _____
In the presence of _____ In the presence of _____

Notes:

- 1 This agreement sets out the names and address of the co-writers, the name(s) of the song(s), each c-writer's share in the song(s) and whether that share is in respect of words only, music only, or words and music, e.g. Max Smith 25% (words); Zoe Jones 75% (words/music). If the same co-writers' shares apply to more than one song then all such songs can be included on the same agreement. Where the co-writers' contributions are different from song to song then use separate agreements.
- 2 Without a *Song Share Agreement* a publisher or the courts may infer equal contributions, and the potential for dispute between contributors, particularly if the song writing team splits up, is greatly increased. This *Song Share Agreement* also includes an assertion of each contributor's 'paternity right' – that is their moral right to be identified as a co-writer of the song(s). Such an assertion is necessary under s 78 of the *Copyright Designs and Patents Act 1988* (as amended) before the paternity right can be enforced against those with notice of it.