

## SPECIMEN CO-WRITING AGREEMENT

**THIS AGREEMENT is** made the                      day of                      Two thousand and  
BETWEEN

(1)     [WRITER] of [ADDRESS] and

(2)     [WRITER] of [ADDRESS] and

**WHEREAS:**

(1)     The parties wish to collaborate together in connection with the composition of works of both words and music ("the Compositions") to be promoted and exploited by the parties.

**NOW IT IS HEREBY AGREED** as follows:-

**1.     Collaboration**

The parties hereby agree to render their non-exclusive services to each other in connection with composition of the Compositions and in general under the other terms of this Agreement in dealing with the promotion and exploitation of the Compositions. The Schedule sets out Compositions already written together and the copyrights and all other rights whatsoever in all media (whether now known or to be invented in the future) shall belong to the parties for the term of such rights in the individual shares as specified in the Schedule.

**2.     Rights**

- 2.1     Each party hereby assigns with full title guarantee to the parties jointly the entire copyright and all other right title and interest throughout the World for all purposes and in all products of each party's services hereunder (which expression shall include all writings scores recordings and copies written or made by either party hereto while rendering their respective services hereunder) such assignment in the case of all material not yet in existence to be by way of present assignment of future copyright TO HOLD the same jointly throughout the World for exploitation by any means whether now known or hereafter invented for the full period or periods of copyright therein including all renewals and extensions thereof and thereafter (insofar as may be or become possible) in perpetuity free from all restrictions and limitations whatsoever.
- 2.2     The parties hereby acknowledge and agree that each shall act reasonably and in good faith in order to permit the fullest possible exploitation of the Compositions.
- 2.3     Each party hereby grants to the other all consents required by the Copyright Designs and Patents Act 1988 or any statutory modification thereof to enable the Project to be

exploited as fully as possible.

- 2.4 For the avoidance of doubt neither party shall in any event be entitled to nor purport to be able to enter into any agreement with a music publisher or other third party which has the effect of assigning or otherwise transferring or licensing his interest in the copyright or any other similar right title or interest in and to the Compositions without the other party's written consent.
- 2.5 The parties hereto hereby assert all moral rights each against the other.

### **3 Income and Expenses**

- 3.1 Each party shall be entitled to share equally in the net income from each Composition.
- 3.2 Each party shall be entitled to retain for its own use and benefit any income earned from any activity (such as personal appearances by way of illustration only) carried out by such party in the absence of the other even if the same involves the promotion or exploitation of the Compositions, provided that such party has previously notified the other of such activity.

### **4. Warranties**

Each party hereby warrants to the other that such party:-

- 4.1 is free to enter into this Agreement and has not and shall not enter into any third party arrangement which might conflict with this Agreement.
- 4.2 will use all reasonable endeavours in assisting the other and in complying with their obligations under this Agreement.
- 4.3 by his contributions to the Compositions shall not infringe the copyright or any other right of any third party throughout the world and that such contributions shall be original and shall not be defamatory nor obscene nor shall they constitute a breach of duty of confidence owed to any party nor breach any right of privacy.
- 4.4 will keep the other informed of their whereabouts and telephone number during the writing of the Compositions.
- 4.5 shall render services hereunder commensurate with that of a first class professional in the entertainment industry and shall attend at such times and places promptly and in a fit state (except by reason of genuine non self-inflicted illness) as the other parties may from time to time reasonably designate.
- 4.6 shall immediately account to the other parties for money or money's worth received in connection with the Compositions.
- 4.7 shall take such professional guidance as may be necessary in matters relating to the

promotion and exploitation of the Compositions.

- 4.8 shall keep the other fully indemnified against all losses and expenses (including reasonable legal fees) that may arise out of any breach of this Agreement by the warranting party.

## **5. Publicity**

- 5.1 Each party hereby permits their name approved photograph likeness and biography and the products of their services hereunder to be used in any advertising or publicity matter regarding the Compositions provided however that such permission shall not extend to an endorsement of any commercial product other than the Compositions or products derived from the Compositions.

## **6. Credit**

The parties shall instruct all relevant third parties that the parties shall be accorded a suitably worded credit in such form as the parties hereto approve

"Music and Lyrics by [ ] and [ ]".

## **7. Termination**

- 7.1 Either party shall be entitled to terminate this Agreement;
- 7.1.1 immediately by notice in writing to the other if the other shall commit a material breach of this Agreement which is incapable of cure or if capable of cure remains unremedied for more than thirty (30) days following any request for remedy by the aggrieved party;
- 7.1.2 on three months written notice to the other(s)

## **8. Assignment**

- 8.1 Neither party shall assign, transfer, charge or make over this Agreement or any of the rights or obligations under it to any third party without the prior written consent of the other party.
- 8.2 Notwithstanding the above clause 8.1 it is agreed and understood that upon the death of either one or both of the parties the copyright ownership and all similar rights in and to the Compositions (unless they have otherwise been sold or assigned prior thereto if permitted hereunder) shall vest in that party's estate and such estate shall be entitled to receive any and all monies which would otherwise have been due to the deceased party.

## **9. Notices**

A notice in writing is duly and properly served if addressed to the parties at the above address or to any subsequent address duly notified by any of the parties hereto and sent by pre-paid post or facsimile transmission and the date of service shall be deemed to be the day of delivery in the normal course of posting if posted or the day of sending if transmitted by facsimile.

## **10. Miscellaneous**

- 10.1 For the avoidance of doubt nothing shall be construed so as to prevent the parties hereto from collaborating with third parties for the writing of compositions unrelated to the Compositions hereunder.
- 10.2 All sums mentioned herein are exclusive of any value added tax that may be payable thereon.
- 10.3 No waiver by either party of any breach by the other of any of the terms or conditions of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions.
- 10.4 Each party shall remain personally liable for tax and other similar fiscal payments due in respect of monies received hereunder.
- 10.5 Neither party shall be liable to the other for any breach of the terms and conditions herein occasioned by any act of God war revolution riot civil disturbance strike lock out flood fire or other cause not reasonably within the control of such party or its servants or agents.
- 10.6 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 10.7 The marginal headings hereto are for purposes of reference only and do not form part of and in no way govern or qualify the terms and conditions hereof
- 10.8 The terms and conditions hereof shall not be capable of variation except by instrument in writing signed by each party hereto and shall constitute the entire agreement between the parties to the exclusion of any prior representations conditions warranties or undertakings whatsoever.
- 10.9 Nothing in this Agreement shall be deemed to create a partnership between the parties.
- 10.10 This Agreement shall be governed by and construed in accordance with the laws of England and the English Courts shall have exclusive jurisdiction.

**AS WITNESS** the hands of the parties hereto the day and year first written above

**SIGNED** by                    )  
in the presence of:-    )

**SIGNED** by                    )  
in the presence of:-    )

**THE SCHEDULE**

<b>TITLE</b>	<b>PERCENTAGE SHARE OF TITLE (%)</b> <b>(PARTY 1)</b>	<b>(PARTY 2)</b>
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**SPECIMEN**