

PUBLISHING CONTRACT

Between the undersigned :

Composer :

Lyricist :

Name :

Name :

First name(s) :

First name(s) :

Domicile:

Domicile :

Hereinafter referred to as « AUTHOR », on the one part,

and :

Society :

Represented by:

With registered office located at :

Hereinafter referred to as « PUBLISHER », on the other part,

IT HAS BEEN AGREED AND ACCEPTED AS FOLLOWS:

Article 1 : object of the exclusive licence

The author grants to the publisher, who accepts it according to the dispositions and conditions defined below, the exclusive right to exploit following work as well as its title, of which the author is the original right owner : (title of the work)

Hereinafter referred to as the "WORK".

The exclusive licence granted to the publisher regards following exploitation types :

1. the work's graphic reproduction in the form of music scores
2. the graphic reproduction of the work or of excerpts of the work in derived forms
3. private copying or copying of the work for internal use on a graphic or analogue carrier
4. the mechanical reproduction of the work on sound carriers, including the performing right and the right to use related to these carriers
5. private copying of the work set on a sound carrier
6. the communication of the work to the public by any means
7. the renting and the lending, including the public lending of the work set on a graphic or sound carrier.

Unless otherwise agreed in writing, following types of exploitation are not included in the present exclusive licence :

1. the synchronization of the work to any end, including advertising uses
2. the use of the work, or of a fragment or excerpt of the work, by any means whatsoever related to merchandising
3. the translation of the work
4. the adaptation of the work
5. the use of the work in the form of a parody, pastiche or caricature.

If need be, the publisher shall undertake to contact the author beforehand in order to obtain his written authorization as to the conditions and the extent of the possible exploitation of the work or the work's title according to the types of exploitation excluded above.

Any type of exploitation or process of material fixing of the work that is not provided for in this first article or that is still unknown at the time of the signature of the present contract is expressly excluded from the application field of the present contract and remains entirely reserved for the author.

The present exclusive licence regards solely the economic and commercial exploitation of the work. The author's moral rights remain expressly reserved for him.

Article 2 : collective management

The author declares to be a member of the collective management society called , with registered office located at, since

The publisher declares to be a member of the collective management society called , with registered office located at, since

Except for the graphic reproduction of the work in the form of music scores and subject to a possible contrary stipulation in the contract of membership and fiduciary assignment to the authors' society, the royalties engendered by the use of the work according to the types of exploitation set forth in article I of the present contract come directly or indirectly under the collective management of the authors' society which the author and/or the publisher are members of.

Consequently, as far as these types of exploitation are concerned, it is up to the authors' societies to grant the authorization required by the law on copyright and to collect and distribute the hereto related royalties.

Article 3 : exploitation territories

By the present exclusive licence, the author grants to the publisher the right to exploit his work without any territorial limitation.

In the event that the publisher exploits the work in a country where, as regards the exploitation type in question, no authors' society representing the authors' company mentioned in article 2 of the present contract is active, he undertakes to pay himself the royalties directly to the author according to the dispositions and conditions set forth in article 8 of the present contract.

Article 4 : general obligations of the author

The author shall guarantee that his work is original and does not contain any reproduction or reminiscence likely to violate the rights of the third parties.

The author shall undertake to inform the publisher as soon as possible of any modification or addition that he has brought to the work after the date of signature of the present contract.

The author shall declare that at the time of signature of the present contract, the work is unpublished and that no third party can assert its rights on this work.

The author shall guarantee to the publisher the peaceful exercising of the present exclusive licence and shall undertake not to conclude any agreement or not to grant any authorization that would be an infringement of the present contract.

Article 5 : general obligations of the publisher

The publisher commits himself towards the author to ensure the permanent and consistent exploitation of the work as well as its uninterrupted commercial distribution in accordance with the customs of the music publishing profession and to respect the exploitation time periods mentioned below.

As regards the work's exploitation, the publisher shall have to prove diligent.

As soon as the present publishing contract is signed, the publisher shall start the promotion of the work, respecting at the same time the moral rights and the rights related to the author's personality. The publisher shall ensure sufficient advertising. On the first request from the author, the publisher undertakes to inform him about the promotion of his work and to take into consideration any suggestion from the author on this matter.

The publisher undertakes to negotiate and conclude, in the highest interest of the author, any deed of commercial exploitation of the work, notably production contracts, distribution contracts and contracts of sale of the work's carriers. He shall see to the fact that these contracts are respected and shall ensure the permanent selling of the work.

In case of exploitation of the work in countries where protection formalities must be fulfilled, the publisher undertakes to realize, on his own initiative and as quickly as possible, all the required protection formalities. The parties accept that the work, or the work's title, be registered or declared, under the author's name, at the publisher's costs and behest.

Article 6 : exploitation time periods

According to the type of exploitation, the parties agree to the following time periods :

1. The work's graphic reproduction in the form of music scores

The author shall undertake to hand over to the publisher within a time period of after the signature of the present contract the whole manuscript of the work in a fully completed form that allows the normal graphic reproduction of it.

The publisher shall undertake to hand over the prints of the publishing to the author within a time period of after receipt of the manuscript and to grant him a time period of for possible corrections.

The publisher undertakes to have the graphic print realized within a time period of after the sending of the prints to the author and to ensure a regular distribution of these graphic reproductions.

The graphic print will be accomplished on format and the first graphic reproduction of the work will be carried out at a minimum print run of copies.

The publisher also has the right to exploit the work in the form of excerpt, folio, album or pot-pourri.

In no event shall the publisher be held responsible by the author for the mistakes that would be found in the reproductions of the work published by him or with his authorization if the author has not formulated, within the time limit agreed, the least remark as to the prints that will have been communicated to him previously.

2. The mechanical reproduction of the work on sound carriers

The publisher commits himself towards the author to ensure within a time period of after the signature of the present contract the mechanical reproduction of the work in the form of audio cassettes and compact discs.

The first mechanical reproduction of the work shall be carried out at a minimal print run of :
 copies as regards the audio cassettes
 copies as regards the Compact Disc

The publisher also has the right to exploit the work in the form of excerpt, folio, album or pot-pourri.

3. For the other types of exploitation set forth in article I of the present contract, the exploitation time period shall be determined in appliance with the customs of the music publishing business.

If the publisher does not comply with his obligation within the above stipulated time limits and is not able to put forward a legitimate reason, the author shall be allowed to terminate the present contract unilaterally and without any legal intervention after a period of 6 months as from the formal notice addressed by registered mail with advice of delivery.

Article 7 : Distribution of the royalties managed collectively

The parties declare that the royalties engendered by the use of the work according to the types of exploitation set forth in article I, points 2 to 7, come directly or indirectly under the collective management of the society which they are members of (see article 2 of the present contract).

For the uses of the work according to the types of exploitation set forth in previous paragraph, the collective management society grants the authorization required by the law on copyright, collects the royalties on the basis of its own tariffs and distributes them directly to the author and the publisher pursuant to its general rules, while respecting following distribution keys :

1. graphic reproduction of the work, or excerpts of the work, in a derived form :

author :
 publisher :

2. private copying and copying for internal use of the work set on a graphic or analogue carrier :

author :
publisher :

3. mechanical reproduction of the work on sound carriers, including the right to perform and the right to use related to these carriers :

author :
composer :
arranger :
publisher :

4. Private copying of the work set on a sound carrier :

author :
composer :
arranger :
publisher :

5. Communication of the work to the public by any means, including cable and satellite :

author :
composer :
arranger :
publisher :

6. a. renting and lending, including public lending, of the work set on a graphic carrier :

author :
publisher :

b. renting and lending, including public lending, of the work set on a sound carrier :

author :
composer :
arranger :
publisher :

Article 8 : Distribution of the royalties managed by the publisher

The royalties ensuing from the use of the work according to the mode(s) of exploitation set forth in the present article are managed by the publisher.

1. graphic reproduction of the work in the form of music scores :

The publisher shall undertake to pay to the author % calculated on the gross selling price, free of tax, of each graphic copy of the work published by the publisher and sold by him.

In the event that he would have the work featured on a same graphic copy with the works of other authors, the publisher shall undertake to pay royalties to the authors in proportion to the included work's duration, on the basis of the gross selling price, free of tax, of the folios, albums or pot-pourris containing the work.

When drawing up the accounts, 100 copies of each publication are counted as being 90 due to the number of copies that are distributed free of charge, and due to unmarketable, damaged or disarranged copies.

2. reservation as to the contract of membership and fiduciary assignment to the collective management society

The parties declare that following types of exploitation have been expressly excluded from the scope of the management society's contract of membership and fiduciary assignment.

.....

As to the sharing out of the royalties ensuing from the use of the work according to modes of exploitation mentioned above, the parties undertake to respect the distribution keys set forth in article 7 of present contract, i.e. :

.....

These distribution keys are applied on the gross receipts that the publisher has brought about per type of exploitation.

3. exploitation of the work on a territory where collective management is lacking

In the event that the publisher should exploit the work in a country where, as regards one or many modes of exploitation, no authors' society representing the authors' society intended in article 2 is active, the publisher undertakes to pay himself the royalties directly to the author.

As to these modes of exploitation, the parties undertake to respect the distribution keys set forth in article 7 of the present contract. These distribution keys are applied on the gross receipts which the publisher has engendered per mode of exploitation.

Payments from the publisher to the author are carried out twice a year, i.e. on and on In case of delay in the payments, the author is entitled to an interest on late payments of 12 % and this without prior formal notice.

Payments to the author are carried out in Belgian francs on bank account number In case of receipts coming from abroad, the publisher undertakes to pay the author in Belgian francs according to the exchange rate applicable on the date of payment to the publisher.

Each payment to the author is accompanied by an explanatory note containing the method of calculation and a statement of the sales and receipts realized. (see article 9, 2, of the present contract)

Article 9 : Statements of the sales and receipts

1. As regards the royalties managed collectively as set forth in article 7 of the present contract.

The parties receive from the management society distribution statements concerning the payment of their royalties.

Each of the parties can, for its part, ask all necessary additional information to the management society.

As regards the production, exploitation, distribution or marketing contracts related to the work, concluded by the publisher and whose royalties come under collective management, the publisher undertakes to furnish the author, within 30 days after his request, with all the information and supporting documents required by the author.

2. As regards the royalties managed by the publisher as set forth in article 8 of the present contract

The publisher shall undertake to furnish the author twice a year, i.e. on and on with full information per type of exploitation and notably a statement of the sales and receipts realized.

The statements and royalties shall be deemed definitively approved of and accepted by the author if he has not responded within 60 days after the sending.

On the author's request, the publisher has to furnish all necessary information within 30 days.

The author shall be entitled to ask once a year the possibility to consult any accounting document, on the spot in the publisher's offices, by himself and/or his accountant. This verification shall take place on the date suggested by the author with written advance notice of ten working days.

Article 10 : moral right

The exercising of moral rights is reserved for the author. The author can at any moment oppose any infringement on his authorship right or his right to have the work's integrity respected.

The publisher undertakes to exploit the work and respect the author's moral rights.

The publisher notably ensures that the author's name shall be mentioned in a conspicuous manner on each graphic or mechanical reproduction of the work.

Any exploitation of the work by the publisher or by a representative of his that would be an infringement on the authorship, the integrity of the work or the author's honour or reputation, can lead to the full termination of the present contract and the payment by the publisher of damages of a fixed amount of francs.

However, prior to any request of this type, the author shall have to formulate precisely the infringement about which he is complaining in order to enable the publisher or his representative to find a solution to it.

The publisher undertakes to inform the author of any possibility of contesting related to his moral right of which he has knowledge.

The author can commission the publisher in writing in order to defend this right. In such a case, the publisher has to accept this request, unless proper reasons. The procedural costs are chargeable to the publisher and the amounts obtained (damages) shall be shared, after deduction of the costs, between the author and the publisher, each one receiving one half. The publisher shall undertake to keep the author informed of the state of the procedure and shall furnish him with a copy of any useful document.

The publisher shall follow the author's instructions and shall in no way handle without the author's express authorization.

Article 11 : dispute

In the event that the commercial agreements concluded by the publisher as regards the exploitation of the work are not respected, or in case the royalties that the publisher manages in compliance with article 8 of the present contract are not paid, the publisher undertakes to take the measures required in order to find a solution to the situation.

The publisher shall always intervene at best and in the author's interest.

The procedural costs are chargeable to the publisher and, if need be, the main amount of rights obtained shall be distributed according to the distribution keys set forth in article 8 of the present contract.

The publisher undertakes to furnish the author within 30 days after his request with all information and supporting documents required by the author.

Article 12 : material property

The author remains the owner of the manuscript or other material possibly furnished to the publisher and on the basis of which the work shall be reproduced.

As soon as the manufacture is finished and subject to an impossibility of technical nature, the publisher undertakes to hand over to the author the manuscript and other material that he possibly owes.

Article 13 : duration of the exclusive licence

This exclusive licence is granted for a duration of ... years as from the date of signature of the present contract. At the end of this initial contractual period, the present contract shall be renewed by tacit agreement each year, unless one of the parties opposes to this by way of a registered mail sent at the latest three months before the end of the current yearly contractual period.

Article 14 : sub-publishing

"Subject to the sub-publishing contracts concluded according to the conditions stated below, the rights granted to the publisher by virtue of the present contract are strictly personal".

In the event that the publisher deems it appropriate to conclude a sub-publishing contract for a territory that is geographically well-defined and for a limited duration, he undertakes to inform beforehand the author of his decision and to inform him about the activities of the publisher he has chosen as well as about the grounds for the sub-publishing.

The publisher guarantees that a possible sub-publishing has no influence on the distribution of royalties towards the author. The sub-publisher shall be remunerated on the basis of the share of royalties coming to the original publisher as set by the distribution keys set forth in articles 7 and 8 of the present contract.

In the event that the present contract is cancelled before due date in appliance with article 16, the sub-publishing contracts validly concluded remain applicable. In this case, the author is entitled, towards the sub-publisher, to a direct action for all the royalties managed by the latter.

The publisher undertakes to inform the sub-publisher(s) of the cancellation before due date of the present contract and shall invite them to pay the royalties directly to the author

Article 15 : preferential right

During a period of after the signature of the present contract, the publisher shall enjoy a preferential right on any other work of the same genre, in return for the conclusion of a new contract with the author.

The author undertakes to propose first to the publisher, within the period set forth in the preceding paragraph, any new work of the same genre and to give the publisher a time period of 60 days allowing him to possibly accept the publishing. Once this time period has elapsed, the author can freely contact other publishers.

Article 16 : termination of the present contract

Subject to the possibility of termination by rights set forth in articles 6 and 10 of the present contract, when one of the parties does not fulfil its obligations ensuing from the present contract, the injured party shall be allowed to ask the termination of it against the defaulting party and claim compensation for its damage.

However, such a request of termination shall only take place after formal notice in order to remedy to the shortcomings within 60 days after the sending of this formal notice.

Apart from any other cause justifying the termination of the present contract, the author may require this termination if the publisher has carried out the total destruction of the graphic or mechanical copies of the work from his stock.

In the event of termination of the present contract, the author shall be entitled to buy the copies still in stock at a price which, should there be no agreement between publisher and author, shall be fixed by the courts.

In the event of bankruptcy, legal settlement or liquidation of the publisher's enterprise, the author may terminate the present contract by registered mail with advice of delivery.

If need be, all graphic or mechanical copies of the works shall be offered preferentially to the author for purchase at a price which, in the event of disagreement between the trustee and the author, shall be settled by the court seized of the matter at the request of the most diligent party, after due summons of the trustee or the author and, where appropriate, after hearing the opinions of one or more experts.

The author shall forego his preferential right if he does not inform the trustee of his wish to avail himself of that right within 30 days of receiving the offer. The offer and the acceptance of the offer shall be made, on pain of nullity, by service of a writ or by registered mail with advice of delivery. The author of the work may waive his preferential right by service of a writ or by registered mail addressed to the trustee.

In the event that an expert is appointed, the author may refuse in the same manner the offer made to him within a period of 15 days counted from the notification made to him by registered mail by the expert or experts of the certified copy of the report.

The costs of the expert's report shall be shared between the estate and the author.

Article 17 : legal jurisdiction – applicable law

Should a dispute arise as to the drawing up, the fulfilment, the execution or the interpretation of the present contract, the courts of the author's or of one of the co-authors' domicile shall have sole jurisdiction.

The present contract is subject to the application of the Belgian Law.

Drawn up in Brussels on, in original copies.

Each party acknowledging receipt of one original copy, dated and signed.

THE AUTHOR

THE PUBLISHER