

## Agreement Form – Specific Musical Work

THE UNDERSIGNED,

1. STICHTING DONEMUS BEHEER, having its registered office in Rijswijk, the Netherlands, and hereinafter referred to as **“Donemus”**;

and

2.
 

<b>Name</b>	
<b>Street</b>	
<b>Street number</b>	
<b>Postcode</b>	
<b>Place</b>	
<b>Country</b>	

hereinafter referred to as the **“Composer”**;

Donemus and the Composer hereinafter jointly referred to as the **“Parties”**;

This Agreement Form concerns the Composer's Musical Work referred to below:

<b>Title/Working Title</b>	
<b>Composer</b>	
<b>Performers</b>	
<b>Year of composition</b>	
<b>Duration</b>	
<b>Description of Electronic Media*</b>	

\* This is to say, media in electronic form for the support or use of a Musical Work through the use of, amongst other things, a computer, video, audio (for example, a soundtrack for two or more tracks), software patches or live electronics.

The musical work whose details are stated above is referred to as the **“Musical Work”**.

The Parties agree that the arrangements set out in this agreement between the parties shall govern the Musical Work.

<b>Name of agreement</b>	Framework Agreement Providing for Permanent Arrangements
<b>Date signed</b>	

This agreement is hereinafter referred to as the “**Agreement**”. The definitions set out in Article 1.1 of the Agreement shall also apply in relation to this Agreement Form.

More in particular, the Parties agree that the following provisions shall apply with regard to the Musical Work:

- the assignment of any intellectual property rights to and warranties given in respect of the Musical Work, including that it does not infringe any third-party rights (Article 2);
- Donemus’ commercial exploitation of the Musical Work (Article 4);
- the fees payable for the commercial exploitation of the Musical Work (Article 5);
- the production of a Score and Playback Materials (Article 7);
- the arrangements concerning information and a promotional repertoire (Articles 9 and 10); and
- the arrangements concerning the term and termination (Article 11).

For the purposes of promotion and worldwide commercial exploitation as agreed to and stipulated in the Agreement, and having regard to any agreement with or assignment to a copyright organisation referred to in Article 3 of this Agreement, the Composer hereby assigns all of the Intellectual Property Rights to the Musical Work exclusively – hence to the exclusion of any other party, including the Composer – to Donemus.

Donemus hereby consents to the assignment referred to in the foregoing clause.

This Agreement Form shall constitute a deed for the purposes of Article 2(2) of the Copyright Act [Auteurswet].

The Composer does not waive their personality rights as referred to in Section 25 of the Copyright Act [Auteurswet].

THUS AGREED AND SIGNED IN DUPLICATE BY:

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**Stichting Donemus Beheer**

Name:

Date:

Place:

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**The Composer**

Name:

Date:

Place: