

# **Synchronization License Template**

(by the RAIDAR team)

Revised: January 24, 2023

# SYNCHRONIZATION LICENSE AGREEMENT

Date:

"Licensor" (Berklee student) desires their music to be licensed in media and film:

"Licensee" (Lesley student) desires licensable music for new original media:

1. Licensor grants Licensee the non-exclusive (Lesley student granted access to use original music; Berklee student retains the right to license that same music as many times as they please to whomever) rights set forth in Exhibit "A" attached hereto and incorporated by this reference for the exploitation and other use of musical work(s) listed in Exhibit "A" (each, a "Work") in and in connection with the promotional program set forth in Exhibit A (the "Program") pursuant to the terms set forth in Exhibit "A". All expressions used herein, unless separately defined, shall have the meaning given to them in Exhibit A.
2. This agreement does not authorize ANY use of the Work that is not set forth in this agreement. All rights not expressly granted in this agreement are reserved by Licensor.
4. Licensor represents and warrants that: (i) it has the legal right and power to enter into and fully perform this agreement and grant the rights listed in this agreement; (ii) its execution and performance of the agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law; (iii) the Composition and the use thereof in accordance with this agreement will not violate any law or infringe upon the rights of any third party (including without limitation, copyrights, trademark rights, rights of publicity and privacy); and (iv) as between Licensor and Licensee, Licensor shall obtain any and all necessary licenses and consents from, other third parties who are entitled to the exploitation of the Work hereunder through a work made for hire agreement. Licensor shall indemnify, defend and hold Licensee and their respective parent companies, subsidiaries, associated or affiliated companies, successors, predecessors and assigns, and each of their respective officers, directors, employees, licensees, agents, subcontractors and attorneys harmless of, from and against any and all liabilities, losses, damages, claims and expenses (including, but not limited to, reasonable outside attorneys' fees and court costs, whether or not litigation is actually commenced) arising from or in connection with any third-party claim relating to a breach of Licensor's covenants, obligations, representations and/or warranties set forth in this agreement.
5. Licensee represents and warrants that: (i) it has the legal right and power to enter into and fully perform this agreement; and (ii) its execution and performance of this agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law. Licensee shall indemnify, defend and hold Licensor, its parent companies, subsidiaries, associated or affiliated companies, successors, predecessors and assigns, and each of their respective officers, directors, employees, licensees, agents, subcontractors and attorneys harmless of, from and against any and all liabilities, losses, damages, claims and expenses (including, but not limited to, reasonable outside attorneys' fees and court costs, whether or not litigation is actually commenced) arising from or in connection with any third-party claim relating to a breach of Licensee's covenants, obligations, representations and warranties set forth in this agreement. Except as otherwise set forth herein, Licensee makes no warranty or representation, express or implied, to Licensor.
6. Failure by Licensee to perform any of its obligations hereunder shall be deemed a breach hereof unless and until Licensor has given written notice of such failure to Licensee and Licensee does not cure such failure within thirty (30) days after receipt of such notice. The rights and remedies of each party in this agreement are not to the exclusion of any other rights or remedies of such party, and each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any of its other rights or remedies. Notwithstanding anything in this agreement, each of the parties may at any time exercise any right they have or at any time hereafter may be entitled to as a member of the public as though this agreement were not in existence.

All parties agree that Licensee's judgment with respect to matters affecting the Program and the marketing and promotion thereof shall not be subject to dispute by Licensor. Nothing contained in this agreement obligates Licensee to use any Composition(s) or other materials in or in connection with the Program or otherwise.

7. Licensor's rights and remedies in the event of a breach of this agreement by Licensee shall be limited to Licensor's right, if any, to recover damages in an action at law, and in no event shall Licensor be entitled by reason of any breach of the agreement or otherwise to enjoin, restrain or seek to enjoin or restrain the Program, use of the Composition(s) or any activities related to any of the foregoing. Neither party hereto will be liable to the other for any indirect, incidental, consequential, punitive or special damages, arising out of or related to this agreement, including damages for loss of business profits, business interruption, loss of business information, and the like, even if such party has been advised of the possibility of such damages.

8. This agreement is binding upon and shall inure to the benefit of the respective successors, licensees and/or assigns of the parties hereto. Except as expressly set forth in this agreement, this agreement shall not be deemed to give any right or remedy to any third party. In entering into this agreement, Licensor and Licensee will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this agreement.

9. All notices to be sent to a party hereunder shall be addressed to such party at the address set forth on the first page hereof or at such other address as such party shall designate in writing from time to time. All notices under this agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made: (i) on the date delivered in person, or (ii) if sent by Federal Express, U.P.S. Next Day Air or other internationally recognized overnight courier service or overnight express mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or express mail service (if sent in time for and specifying next day delivery).

10. This agreement shall constitute a binding and enforceable agreement embodying the entire agreement of the parties hereto with respect to the subject matter hereof, and no modification, amendment or waiver of any provision hereof shall be binding unless confirmed by a written instrument signed by each party hereto. If any term of this agreement or any application thereof is determined, by any legally constituted body having jurisdiction to make such determination, to be illegal, invalid or unenforceable, the remainder of this agreement and any other application of such term or provision shall not be affected thereby, and such illegal, invalid or unenforceable provision shall be reworded, if possible, so as to make it legal, valid and enforceable. The validity, interpretation and legal effect of this agreement shall be governed by the laws of the State of Massachusetts applicable to contracts entered into and intended to be performed entirely in that state. Any disputes between the parties hereto arising out of or relating to this agreement shall be subject exclusively to the jurisdiction of the state and federal courts sitting in Massachusetts.

11. This agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile and/or electronic signatures on this agreement will be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

[\_\_\_\_\_]
By: \_\_\_\_\_
Authorized Signatory
Licensor

[\_\_\_\_\_]
By: \_\_\_\_\_
Authorized Signatory
Licensee

# EXHIBIT A SYNC/MASTER USE LICENSE

Composition / Master "Work"	_____ /
Licenser/Writer(s): Percentage Controlled:	_____ ____%
Performed by:	_____
Program:	_____
Title of Picture "Media"	_____
Licensee/Filmmaker	_____
Use, Purpose:	_____
Duration:	_____
Synopsis:	_____
Description of Use:	_____
Term:	The "Term" is a nonexclusive, non-assignable perpetual license.
"Territory":	North America

Rights Granted:	<p>Lesley student shall have all rights necessary throughout the Territory and during the Term to:</p> <p>(a) reproduce, edit (including for timing and objectionable content purposes), synchronize, and encode, any portion of the Work in timed relation with Film or Media (b)transmit, stream, distribute, display, communicate, perform and otherwise use and make available to the public the Work solely as embodied in Media, and /or Event Recording(s) via the Platforms; but does not include download, purchase or commercialization of said recordings</p> <p>(c) use the title of the Work and the applicable writers' names, in connection with the marketing, promotion, advertising and execution of the Program, Picture, Media and/or Film.</p> <p>(d) All non-commercial media now known or hereafter devised, including in-context promotional advertising.</p>
License Fee:	<p>_____ Dollars (\$____)</p>
Credit:	<p>Licensor shall receive appropriate credit or screen credit in the end titles of the picture and all promotional materials, with respect to the Composition on all positive prints of the Picture or applicable Media in substantially the form:</p> <p>"Song Title"</p> <p>Written By (Writer(s))</p> <p>Performed By (Artist(s))</p> <p>Published By (Own Publisher / Self-Publisher)</p>