Name	Student number	Date

Class Exercise.

Checking the suitability of a copyright contract.

This exercise is in two parts and will be done in pairs.

Task 1 – Both students' are to read the attached contract, then answer questions 1 – 14. You may come across questions that cannot be answered because the contract has not covered the topic specifically. That's ok for the moment, move onto the next question.

Task 2 – This task is a role play. One of you will play the role of the Music Supervisor representing **Dashmoor Entertainment.** One of you will play the role of the artist who has been asked to supply his musical work **"Dawn Remix".**

FYI -The artist composed the music and lyrics, did the sound recording and performed all of the music in the recording at his private studio.

Your task in part two is to rewrite any clause of the contract you are not satisfied with. In the case of there being no clause pertaining to a particular question, discuss the matter then write the clause together, arriving at an agreement that you are both consider to be fair and reasonable. You can refer to your textbook "Copyright, Royalties and Publishing" (Beard/O'Hara) page 45, 46 and 47.

Answering the questions in task one should give you an indication of what needs to be written **OR** rewritten.

Keep in mind that a contract that is fair to both parties has the best chance of establishing a continued working relationship with the Music Supervisor and the Producer.

1. Who is the contract between? Who is the grantor and who is the grantee?
   _____
   _____
   _____

2. What work(s) are included in the exchange?
   _____
   _____

3. What rights are being granted?

_____
_____

4. What parts of the ‘bundle of rights’ are included in the agreement?

_____
_____

5. For how long are the rights to be granted?

_____
_____

6. Where in the world are the rights to be granted?

_____
_____

7. How will the copyright owner be paid — with an up-front fee or by royalties or both?

_____
_____

8. What obligations and guarantees are the parties offering each other?

_____
_____
_____

9. How can the copyright owner guarantee they are being paid the right amount?

_____
_____
_____

10. Specify that copyright owner’s moral rights will be protected.

_____
_____
_____

11. What changes, if any, can be made to the work?

_____
_____

12. Can the grantee license the rights to anyone else?

_____
_____

13. Are there circumstances in which the contact can be terminated?

_____
_____
_____

14. How will you settle disputes?

_____
_____
_____

TASK 2

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