**21 09 2014 SN SH**

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**MPA GUIDELINE FOR ILLUSTRATION PURPOSES ONLY**

 **SINGLE SONG/WORK ASSIGNMENT – DRAFTING NOTES**

1. Clause 1- Leave date blank until full execution of document
2. Clause 2 - Insert Writers and Publishers names, addresses and CAE/IPI numbers
3. Clause 4 - Insert value of consideration (at least £1 or more)
4. Clause 4.1.2 - If the Term granted is less than life of copyright, the words “ despite the limited duration of the Term” should be retained.
5. Clause 4.1.2 - If the Terrritory for which rights are granted is less than the World, the bracketed words “ despite the limited extent of the Territory” and the bracketed words “which includes the Territory or part thereof” should be retained. {Moreover, if the Territory granted is less than the world it may be necessary to modify the wording here so that it is consistent with the methodology used for the granting of synchronization and grand rights by the Writer to publishers outside the Territory) .
6. Clause 5.2 - If the royalty calculation is to be made on an “at source” basis the first bracketed wording in clause 5.2 (ie that which includes the words “at source”) should be retained and the bracketed wording for clause 5.2.4 deleted. If the royalty calculation is to be made on a “receipts” basis then the first bracketed wording for clause 5.2 should be deleted and the bracketed wording for clause 5.2.4 should be adopted but where any affiliated (ie not completely independent third parties) sub publishers may be engaged the wording confirming the appropriate percentage figure for the maximum sub publisher deduction **must** also be adopted and completed.
7. Clause 5.3 - The drafting here assumes that the PRO’s rules are such that the publisher will collect 50% of performance income (the so called “publishers share”) distributed by the PRO and that the writer will collect the remaining 50% (the so called “writers share”) distributed by the PRO directly from the PRO himself/herself. It also assumes that the Publisher will collect 100% of all other income.
8. Clause 11.1 - Delete bracketed wording in 11.1 if right to serve notice on Writer by email is not required
9. Clause 11.2 - Delete bracketed wording in 11.2 if right to serve notice on Writer by email is not required
10. Clause 15 - Insert name of Writer
11. Clause 15 (*Witness*) - Witness to sign alongside the word “witness”
12. Clause 15 (*Name/Address*) - Insert name & address of witness
13. Clause 15 (*Signed by*) - The Publishers attestation wording assumes that the Publisher is a corporate entity. Insert name of authorized officer of Publisher who is signing
14. Clause 15 (For and on behalf of) - Insert name of Publisher
15. Clause 15 (*Witness*) - Witness to sign alongside the word “witness”
16. Clause 15 (*Name*) - Insert name & address of witness

Schedule

1. Clause 1 - Insert details of Territory to be controlled
2. Clause 2 - Insert details of Title of Work(s), the writers of the Work(s) and percentage which each writer has written and controls
3. Clause 3 - Insert bracketed wording either a) granting life of copyright rights or (b) rights for a limited number of years (actual number to be inserted) with additional collection rights
4. Clause 4.1.1 - Insert Retail Selling Price royalty for sheet music and print copies sold by the Publisher
5. Clause 4.1.2 - Insert receipts royalty for sheet music and print copies sold by third parties
6. Clause 4.2 - Insert mechanical royalty percentage and reduced percentage for Covers
7. Clause 4.3 - Insert synchronization royalty percentage and reduced percentage for Covers
8. Clause 4.4 - Insert royalty percentage re publishers share of performance fees
9. Clause 4.5 - Insert royalty percentage for other income and reduced percentage for Covers
10. Clause 5 - Insert details of advance payable (or if none delete bracketed wording)