



Recording Session Agreement Reference Notes

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You are strongly advised to seek independent legal advice before entering into any contract. ISM full and student members are entitled to free legal advice in relation to the use of these template contracts from the ISM legal team.

This template may be used by a producer who has hired a session musician; or by someone who has been hired as a session musician but has not been given a contract to sign. This type of agreement is often referred to as a "release" because the musician is releasing the producer/label from potential liability for infringement by giving them consent to make the recording.

Fees:

Whereas the solo artist or a featured musician might receive a fee *plus* royalties, a session musician will usually only receive one fee as a one-off "buy-out" of all their rights in the recording.

Session musicians nevertheless also have a right to "equitable remuneration", which is a share in income collected by PPL (Phonographic Performances Ltd). Broadcasters and businesses which play recorded music in public (via radio, digital device, screen), such as shopkeepers, bar owners and office spaces, must pay a licence fee to PPL. PPL shares the licence income 50/50 between the record label and the musicians who perform on the recording. Out of the 50% due to the performers, it is further divided as follows: 65% to solo/featured artists; 35% to session ('non-featured') musicians (shared equally). In the case of an orchestral recording with conductor and/or soloists, the division is different: 32.5% to conductor/soloists; 67.5% to orchestral musicians (shared between them equally). This is why it is important to register your PPL ID number on the front page of the contract.

Notes on individual clauses:

Clause 1 The musician's consents referred to in this clause arise from their "performer's rights", and consist of the performer's right to give or refuse consent for (i) a

recording of their performance being made and (ii) the further copying and commercial exploitation of the recording, including rental; and (iii) the right to receive "equitable remuneration" if the recording is played in public (distributed by PPL: see above).

Clause 2 This clause states that the performer assigns to the Engager for the full period of copyright, worldwide, all copyright and related rights that they may have in their recorded performance. This means that they are agreeing to transfer those rights to the Engager completely (rather than granting them by licence), and the Engager is free to exploit the recording in any way.

Clause 2 a. Gives a waiver of performers' moral rights, which are (i) the right to be credited; (ii) the right to object to derogatory treatment of the recorded performance (if, for example, it is synchronised with an advertisement that you do not approve of). The record label would not be able to exploit the recording if they had to get the approval of, and credit, all of the session musicians. By waiving these rights, the performer is agreeing not to exercise them ever.

Clause 2 b. This refers to permission for products using the audio recording to be rented, lent or hired out, such as films and videos, library copies of CDs etc.

Clause 2 c. Just in case the Engager does choose to credit the musicians however, they obtain permission to do so.