

# PRS Standard Terms of Assignment - Writers



## 1. Definitions

In this Agreement:-

- (a) words and phrases which are not defined shall have the same meaning as in our Constitution;
- (b) "Constitution" means our Memorandum of Association, Articles of Association, Rules and Regulations (which are all available from us upon request) and any changes or additions made from time to time to those documents ;
- (c) "We" means the Performing Right Society Limited of 1<sup>st</sup> Floor, Goldings House, 2 Hays Lane, London, SE1 2HB and "you" means..."Us", "our", "your" and "yourself" shall be construed accordingly;
- (d) "territory" means the territory for which you transfer the rights to us under clause 2(a)
- (e) "transfer" means (depending on the context) assign or assignment; and
- (f) "the rights" means, in respect of any musical work:-
  - (i) the performing right; and
  - (ii) the film synchronisation right (subject to any undertaking we may give you in our Articles of Association to assign or license this right in accordance with the terms of the proviso to Article 7(b) of our Articles).

## 2. The Transfer

- (a) you transfer to us absolutely for all parts of the world the rights which belong to you on the date of this Agreement or which you may acquire or own whilst you remain our member.
- (b) the transfer mentioned in clause 2(a) shall last for so long as you remain our member and for any additional period which is specified in our Constitution.

## 3. Our Obligations

We will:-

- (a) use our best endeavours to administer the rights in accordance with our published service standards;
- (b) use our best endeavours to pay you any royalties due to you under our Constitution. If we do not do so, we will pay you compensation up to the limit which is set out in our service standards;
- (c) use our best endeavours to license on the best achievable terms as many users of the rights as practicable (taking into account business constraints, our resources and the interests of our membership as a whole);
- (d) maintain a complaints procedure which you can use if you believe we have not treated you or administered the rights in accordance with our Constitution or policies. If that complaints procedure has been exhausted and you are still not satisfied, you will have access to an independent appeals procedure;

- (e) treat information about your royalty earnings as confidential, subject to any practical or legal obligation to disclose such information to any authority or person with the legal power to compel such disclosure;
- (f) return to you all or part of the rights in so far as this is permitted by our Constitution;
- (g) allow you to modify the territory in so far as we are required to do by law;
- (h) maintain a suspension of royalties procedure which we will apply to you if there is a dispute involving the rights; and
- (i) give you upon request details of the service standards, complaints procedure, appeals procedure and suspension of royalties procedure which are mentioned above as soon as practicable after you have requested such details.

#### **4. Your Obligations**

You:-

- (a) warrant and represent that you own or have full power to transfer the rights and that the musical works (the rights in which you have transferred to us under this Agreement) do not and will not infringe the copyright in any other musical work;
- (b) accept that you are bound by our Constitution; and
- (c) promise to:-
  - (i) indemnify us and keep us at all times fully indemnified from and against all proceedings, claims, demands, costs, expenses, awards and damages arising directly or indirectly in respect of the rights which you have transferred (or have purported to transfer) to us under this Agreement;
  - (ii) give us such documents as we may reasonably require to enforce the rights;
  - (iii) do all such acts as are necessary to vest the rights in us and enable us to enforce all or part of the rights;
  - (iv) insert in each relevant contract you make with a third party a clause expressly reserving to us the rights and to make contract subject to this Agreement;
  - (v) refrain from licensing any of the rights and from otherwise dealing with rights which you have transferred to us;
  - (vi) avoid doing anything which is likely to prejudice our ability to meet our obligations to you and to our other members; and
  - (vii) pay on demand the admission fee and any annual membership fee or charges for special services rendered by us.