

# APA music session



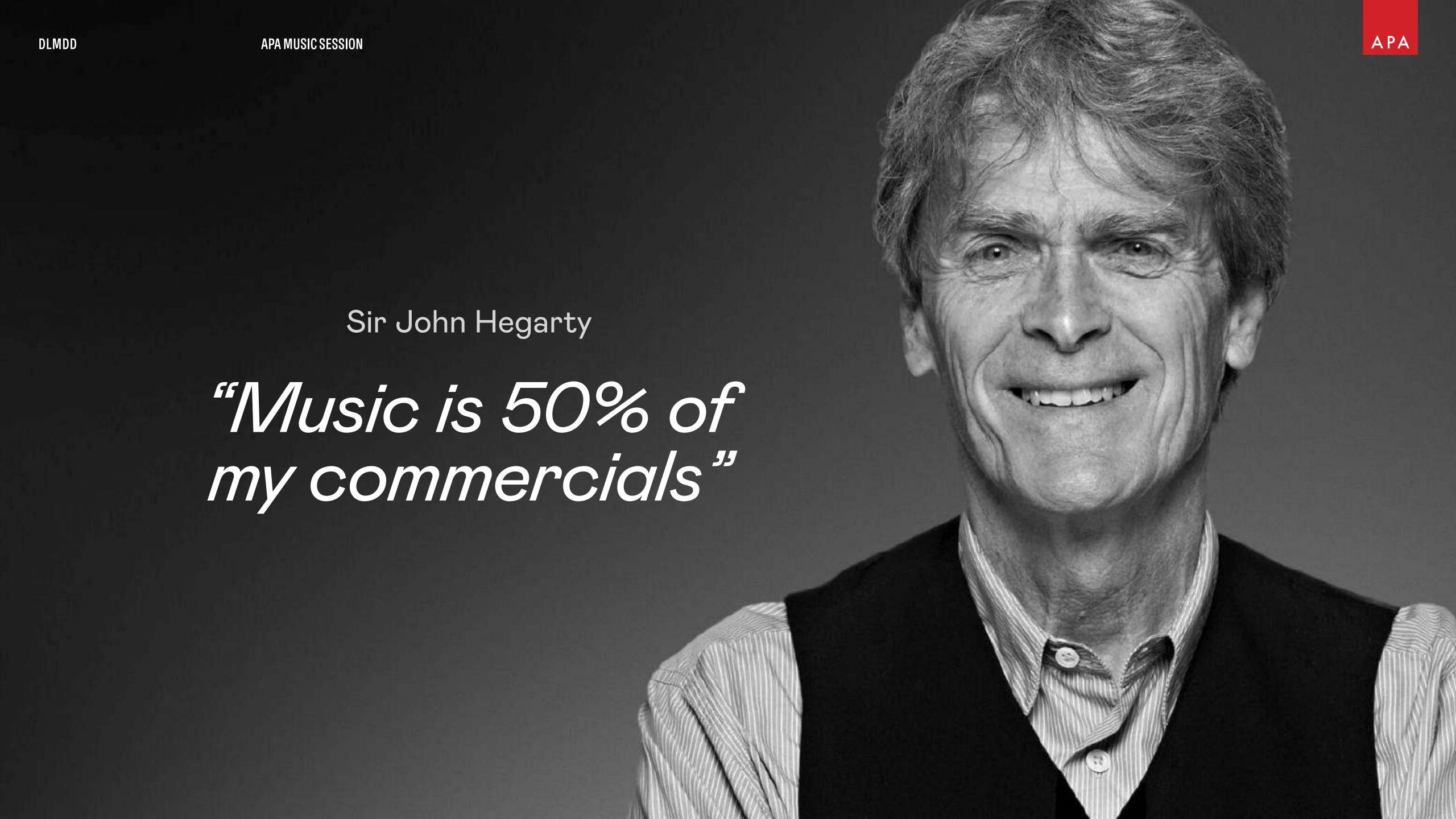


DLMDD APA MUSIC SESSION

DLMDD

# Music Supervision

# Sonic Branding



DLMDD APA MUSIC SESSION

Original Composition

Synchronisation 'Sync'

# Music Supervision

Re-record

Library

# Original Composition



## Team Sheet

## Agency/Client

Creative Team, Producer, Director

### **Brief**

### What it might contain:

- A breakdown of the campaign/film/script
- What you'd like the viewer to feel
- Any musical references with notes likes/dislikes
- Any cue points, builds, emphasis
- Tempo (Speed), mood
- Vocals
- Supply edits v/o and sfx stems (and updates)

## Music Agency/Company

Supervisor x3? (Although better single bid)

Takes brief, develops, relays to composers

- Brief meeting
- Questions
- Help to refine brief
- Help with refs
- Director input?

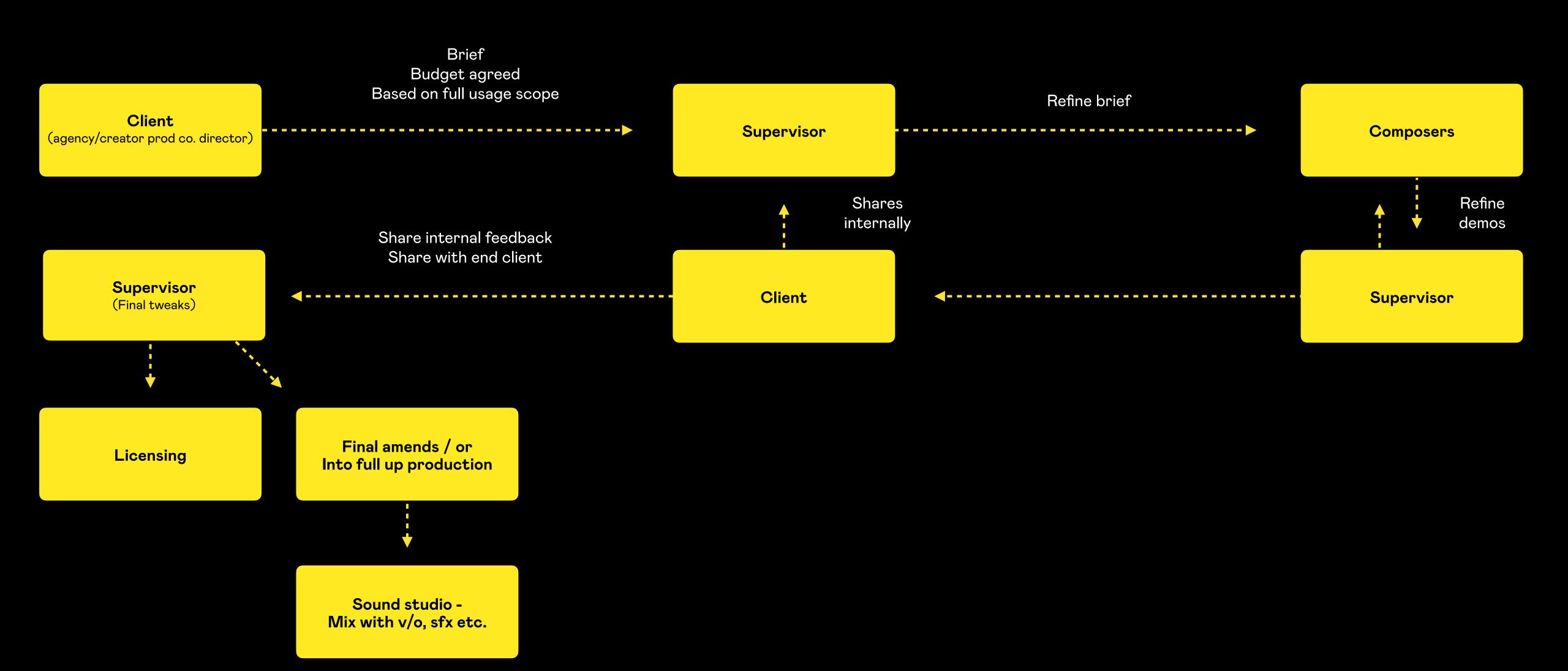
## Composer/Producer

Take brief, turns it into a reality

x3/4/5 budget allowing

- Take brief
- Work up ideas
- Develop with supervisor

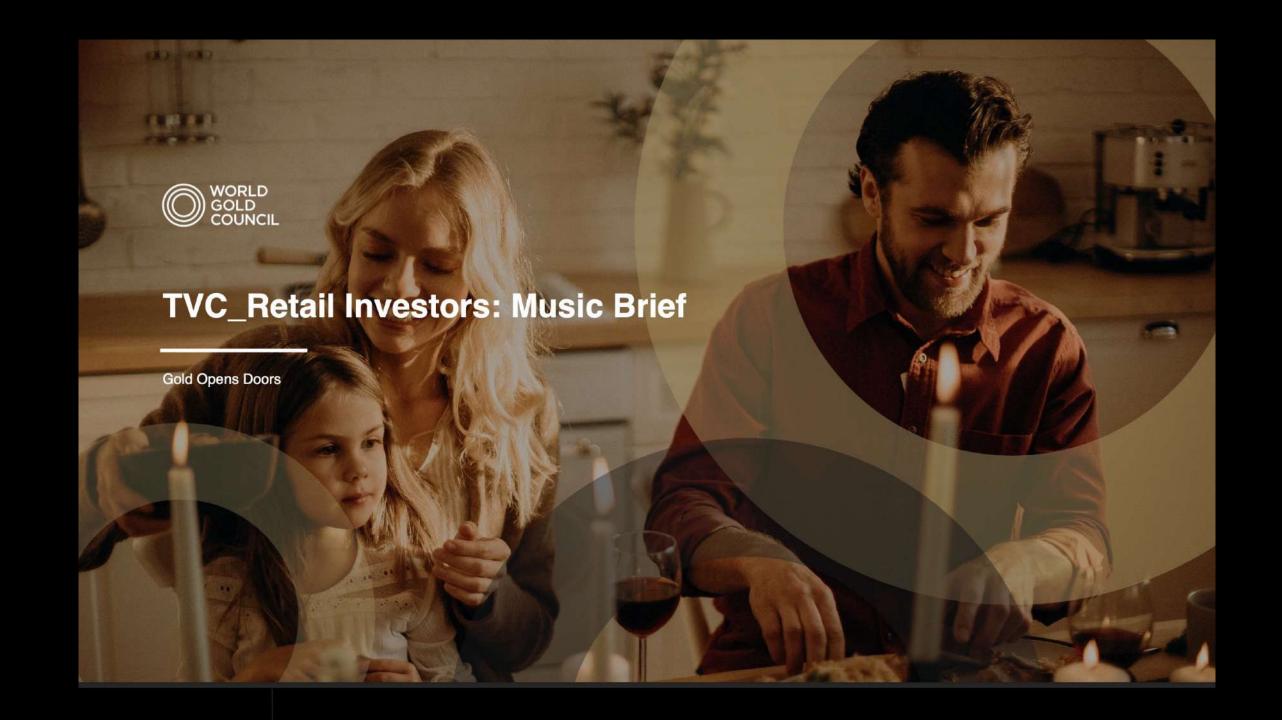
# Composition Work Flow



**APA MUSIC SESSION** 

### APA

# A good brief...



GOLD OPENS DOORS

## THE SYNOPSIS

Our TVC consists of a series of life moments that will take place in different locations and times. We will follow our main character, Linda, as she moves from scene to scene though different doors. We open on her graduation—the start of her personal and financial life journey. We follow her through ups and downs until the most disruptive moment of her life... economic downturn sees her, and her peers, fired.

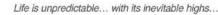
This TVC will have a VO that will describe each moment of Linda's life. In addition to that, we wanted to incorporate music and sounds and create an emotional piece that our viewers will relate with. We imagine an instrumental track, that, just like Linda's life, contains different beats and tempos—enhancing how each moment translates our main character's feelings.



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#### STORYBOARD & VO







When, from that unlikely first date, we find ourselves becoming first time buyers,



When the cost of living soars but our livelihoods flounder, gold can be a stalwart in times of trouble.

With a proven track record through economic



Gold opens doors.



And lows.



Visit invest.gold

#### STORYBOARD & VO

MOMENT 01



We open on a door. As it parts, a beam of light pours through the frame of the doorway. The camera moves through it slowly revealing a large university hall. Thanks to the architectural details and decor we see the school is steeped in

We immediately see a lot of people celebrating, they all wear graduate caps. Golden confetti falls through the air, at the same time our



background start throwing their

One of the caps wipes our shot, and we move to the next one.

#### MOMENT 02

And lows



We enter a bedroom, we see Linda sitting on a chair at a small desk. Fearlessly, she types on a small orange uptop. The light in the room has a blue

A sound comes from the computer signalling an email. We watch Linda lick to open the email. We now see her desk from above revealing a pad with a ist of names. Many of the names have n crossed out. The list's title reads "Finding the dream job".

another name from the list. However another notification chimes. Linda pens this email. Her face illuminates with golden light, triggering a wide smile. Linda immediately jumps from the chair and starts jumping around in light.



#### MOMENT 03

When, from that unlikely becoming first time buyers



through a front door into a living room. This room is also filled with golden

From the boxes in the room it's clear that they have just moved in. From the painting and DIY materials and the couple's clothing, we see that this is a place they have bought and putting in the work to better their investment.



From this, they smile and start vase falls, and breaks in small pieces.

The golden light becomes bluish. As the vase falls, we match-cut the spinning couple from Linda's POV, with a revolving door of a linancial office block - both shot at a low frame rate to give a frenetic sense of upheaval.

#### MOMENT 04

When the cost of living soars but our livelihoods flounder. Gold can be a stalwart in times of trouble. With a



shot Linda is at her desk at an office setting. The office has a blue light, we can feel the negative energy.

Linda is placing one last item inside of a small cardboard box containing her personal items. As soon as she gets up, she grabs the box, and starts walking towards the lifts. As we track her, we reveal she is not alone, there are dozens of other people doing the

Everyone has their heads down, and walk slowly. There are sheets of paper The lift doors open, a blue fluorescent

light is flicking inside. Everyone gets inside, Linda, in last. She is in the centre of the elevator, in the front row

golden, the light beam through the losing doors shines gold on her face (while everyone else remains in blue).



#### MOMENT 05

Gold opens doors



POV. The golden light now comes Linda opens that door, and goes

Following a child as they run through the home, and pass by the door that just opened. The child goes to the kitchen, where we can see a massive table with the family sitting around it.

MOMENT 06

Visit invest.gold

The room is filled with golden light, there is a lot of food on the table. In the centre of the table there is the vase – now repaired by kintsugi – with beautiful flowers on it.

Linda is older now. She sits in the centre of the table, observing and her family with a big smile.



## MUSIC

Music will create an extra layer of feeling—connecting our audience with our main character, Linda. Our music will take the audience on the emotional journey of Linda's highs and lows; the happiness of moving into a new home or the sadness of losing a job. We need a score that will drive the story as our scenes play out at a fast pace.

Because the impact of economic downturn is so significant in this TVC, we also need a versatile piece—one that can accommodate a change in tone to the more sombre and negative moments of Linda's journey. The piece must also give the sound design in each of our scenes room to breathe. As we move through time - telling Linda's story - the track should seamlessly weave all scenes together and work in harmony with the transitions.

Our choice of music and mix should take the voice over into account too—we don't want anything that could clash with, or drown out, our VO. It's important that the music resonates with both the scenes and the script.



## **Flexible**

Our music will follow the narrative of Linda's story and needs to be adaptable to each moment of her life. We expect the music to blend harmoniously as we move through each scene.

The music should express a variety of different emotions and perspectives.

## **Emotional**

This TVC has a variety of positive and negative moments. Ideally, the viewer will be able to perceive the changes in emotion without looking at the screen. In order to accomplish this we should feel a bit of tension on the negative scenes.

## Unexpected

Through our music, we want to make our TVC captivating-to add a touch of the unexpected. Maybe some experimental music or sounds will help the film reflect life and it's unpredictable nature.

We want a track that is accessible to our listeners, but one that is also unique and attention-grabbing.

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#### MUSIC STRUCTURE



GRADUATION

This is a positive moment. Linda will be feeling happy, accomplished and full of her dreams for the future—

financially and alongside her partner.

This should be an upbeat











Gold opens doors



SEARCHING FOR A

JOB

This starts as a blue (or low) moment where Linda is feeling overwhelmed, with fear that all her dreams will not happen... until she finally gets a reply from her dream job.

The music should add a sense of anxiety and tension. When the job comes in the music should become smoother and build towards a positive feeling.

**BUYING A HOUSE** Linda and her partner celebrate moving in together, the track will continue positivity that started in the last scene.

However, Linda knocks a vase over, foreshadowing another change in the coming scene.
The music should reflect this unexpected switch from positive to negative.

LOSING HER JOB That negative feeling continues from the last moment. The uncertainty that Linda feels from losing her job should be clear. Maybe having a fast pace heart beat simulation as one of the song layers, could be an option.

GOLD OPENS DOORS That heartbeat goes slower, the vibe of the music returns to the positive realm.

RETIREMENT
For the rest of the commercial, the music will be positive. Linda is enjoying and living her best life now, and sharing that with her family.

#### REFERENCES

Click here



Spindrift Colin Stetson

This is an example of experimental music with a human quality to it—with different keys that manipulate tone and pitch.

This song communicates a mix of feelings. It's certainly unexpected and it has an emotional rhythm to it. The flow of the track also inspires contemplation.

A track like this could provide the main layer of the music for our film. However, for the two negative moments of our TVC – Linda's nervous search for the two negative moments of our TVC - Linda's nervous search for her dream job and then losing that job years later - we should experience an accompanying change in tone. The score should switch to a more sombre tone, a shift in feeling that will make it clear to our audience that something negative is happening (even if they aren't looking at the screen). Click here



Nature is Timeless
Colin Stetson

This track provides the beauty of a cinematic melody. Similar to the other song reference, this piece also inspires that contemplative/wondering feeling that describes some of our TVC's moments. However, this piece also has an extra layer of sounds—taking the listener on an emotional journey through a wide spectrum of feelings.

#### NOTES

- The story needs to strike a chord with Linda's emotions without feeling too forced.
- The music should never overtake the VO. The viewer needs to listen to the narrator as they tell Linda's story.
  We do not want lyrics in our track.

#### Requirements

30" VO V2 WIP

30" track - the hero track used on the main TVC.

15" Cut-down - track should have a recognazible hook that can be cut-down.

6" Cut-down



## **SOUND DESIGN**

Sound will add an extra layer of depth to this film, it will also give our characters an added form of expression. It can be a celebratory sound that accompanies the smiles of our couple in their new home, or the echoing silence of Linda's office in a moment of tension.



#### SOUNDS



# A not so good brief...



Sascha Darroch-Davies <sascha@dlmdd.com>

## **Music Brief**

1 message

To: Sascha Darroch-Davies <sascha@dlmdd.com>

Hi Sascha,

good to chat today.

here's the brief from creatives....

needs to be cool and contemporary.. fresh should build from the start good beats we'll know it when we hear it

let's chat if you need any more info.

Regards,

# Production Costs

Demo	Development fees	Composition/production fee	Additional production fees
£350 - £1000 per demo	Approx same as demo fees	£5K - £10K	£0 - £100K
<ul> <li>Singer session fee - £350+</li> <li>Studio fee - £350+</li> </ul>	Applicable after a couple of rounds demo tweaks and not yet awarded.	Dependant on talent/music co	e.g studio, musicians, orchestra, fixers orchestrator  • Dependant on project requirements

# Licensing Costs

Music licence fee	Singer licence fee/buyout
Dependent on usage scope = £12,000 - £15,000	Dependent on project requirements/talent = £2,000 - £10,000
<ul> <li>[Typical scenario - 1 campaign film with derivative cutdowns]</li> <li>UK only</li> <li>Online (with paid media/socials) TV, Radio, Cinema</li> </ul>	<ul> <li>[Typical scenario - 1 campaign film with derivative cutdowns]</li> <li>UK only</li> <li>Online (with paid media/socials) TV, Radio, Cinema</li> <li>Excludes agency singers.</li> </ul>

# Deliverables and Licensing

## Cut downs and versions

- 2 or 3 normally included but confirm upfront with supervisor re scope
- Not always as simple as it seems
- ► Multiple versions = time = ££
- Can be done by sound engineer in some cases

## Stems

- The broken down components of a musical piece
- Often requested by sound engineer for the final mix
- Can sometimes change the sound of the end result!

## Licence

- The binding contract between creator & client ESSENTIAL!
- Details everything you can use the music for
- Many UK Supervisors will use PCAM's standard

DLMDD

# Example Original Composition licence

Agreement	to Create ar	nd Licence Re-	Recording of an	Existing Copyright Work	Contract no. VCC-P147-	
Between						
DLMDD Limited 79 - 81 Borough	(DLMDD) of Th Road, London,	e Ministry, SE1, 1DN		(The Producer) of the one part		
And						
Amazon LLC of 410 Terry Avenue North Seattle, Washington - 98109-5210 United States				(The Licensee) of the one part		
pecial Stipulatio	ns section overle ence to exploit t	eaf) and for the cons	sideration set out on th	ject to such amendments or additions agreed upon betwee is form, the Producer agrees to produce a recording of an e w. These terms shall apply in addition to any General Servi	existing musical work and grants	
Name of the W	ork ('the Work'	)		Copie Citation		
Composer(s)				Copyright Owner(s) (if known)		
ob Details						
Client				Product		
Name of comm	nercial(s)			Ident / Clock number(s)		
Joyride						
No. of commer	cial(s)			Length(s)		
Joyride				60", 30", 20",15"		
Consideration		Currency	Amount	Comments		
1. Demo		\$USD				
2. Original Com		\$USD				
Musicians an	d direction	\$USD				
4. Artists' fees		\$USD				
5. Studio costs		\$USD				
6. Usage charge	BS	\$USD				
Total Fee (ex VA	A <i>T</i> )	\$USD				
Arranger's nan	ne			Arrangement fee		
Nico Casal				la se se		
Date of recording				Term of use		
12 October 2023				12 Months		
Date of first transmission				Use expiry date		
3 November 202	23			2 November 2024		
Artists	No. of	Basic session	fee(s)	Use fee to be paid by		
Musicians						
Singers						
Voice overs						

	for existing m	nusic copyright						
Arranger's name			,	Arrangement fee				
Licence to be negotiated	d by		ı	icence to be paid for by?				
Amazon Changes to words of music?			,	Amazon				
			(	Changes approved by				
No		1	N/A					
Licensed media								
UK Television	V	Internet Use*	V	In-store/Trade fairs	V	Sponsorship		
Video/DVD/CD Rom	V	International	V	Editorial Other	V	Cinema		
Radio	V	Telephone hold		Media	V	Non-commercial / showreel		
Ancillary Use*	./	Social Media	J	Pre-roll / Paid	~			
Territories US, CA, UK, Ire TV Term 3 Months only Online Term 12 Months or Licenced Media - TV, Digit	eland, France, nly tal, Social, Cin	Austria, Germany, Spain, B nema, Industrial		of Ancillary or Internet Use is lic	censed, specify	in Special Stipulations		
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Conditions

1 of 4

Existing musical composition shall mean a musical composition which has not been specifically commissioned for the project hereby licensed

b. Arrangement shall mean 'adaptation' within the meaning of the Copyright, Designs and Patents Act

#### d. Internet Use shall mean any use of the commercial incorporating the Music for Internet streaming, including without limitation.

- i. Pre and post-roll use on user-upload video on demand services;
- ii. Pre and post-roll use on closed content video on demand services;
- iii. Display advertising, including banners and pop-ups; and
- e. Ancillary Use shall mean ancillary use of the commercial incorporating the Music in any media not
- in-store/point of sale;
- ii. places of entertainment (eg discos, clubs, pubs etc);
- videotapes/videograms/videodiscs for direct mail, hire or sale;
- vi. transport (eg taxis, buses, trains, boats, planes etc); and

In consideration of the agreements and undertakings on the part of the Licensee set out below the Producer agrees to arrange or to procure an arrangement of an existing musical composition as identified overleaf (the "Arrangement", such term not including any rights to the existing musical composition, other than in respect of the arrangement thereof) and to produce and deliver the specified sound recording(s) of the same ('the "Recording'). The "Music' refers to either or both of the Arrangement and the Recording.

The Producer in recognition of the Licensee's requirement to be able to use and adapt the Music for the purpose specified in the Licence (subject only to Condition 4 b) ii) below) hereby warrants that all moral rights, wherever in the world enforceable, vested in the Producer or any other person engaged in the creation or production of the Music or any part thereof (whether such person is a company employee or an independent contractor) have been irrevocably and unconditionally waived to the extent permitted by law. Notwithstanding the above, the arranger and his publisher/agent shall be afforded a credit, wherever

#### 4. Reservation of other Rights

Other than the Licence no rights of any kind whatsoever in or relating to the Music are hereby granted or otherwise deemed to be granted to the Licensee and in particular but without detracting from the generality

- a. No right or interest in respect of the copyright in the Music is granted to the Licensee;
- b. Except as described in the Licenced Media the Licence does not confer:
- any right to sell, hire or otherwise dispose of copies of the Music;
- iii. any right to manufacture, sell or use the Music separately from or independently of the
- iv. any right to perform the Music in public or broadcast;
- v. any and all so-called publishing rights; or vi. any right to authorise others to do any of the above acts in relation to the Music.

a. The term of licensed use (the "Term") is set out overleaf.

- b. The Licensee shall have an exclusive negotiation period throughout the Term and for three months. after expiry of the Term to discuss extension or renewal of the licence and the Producer will be prepared to enter into reasonable negotiations with the Licensee for any alteration in the conditions of the Licence (whether as to media, territory, purpose or otherwise) and for an extension of the
- recordings are incorporated including the Music for awards and showned purposes. This may be in any medium, including the Internet, save that the Licensee must confirm that the necessary permissions from third parties (including the copyright owners of the existing musical composition, has been obtained, and if this has not been forthcoming, the Licensee reserves the right to refuse such permission. Notwithstanding the above, neither Licensee nor Producer may use the productions in any medium until after its first transmission or other public use by the Licensee or Licensee's client.

- specified in this agreement comprising the total cost of the production of the Music as set out therein plus value added tax thereon (the "fee") and such extra charges (if any) as may be agreed. The fee
- b. If the fee is not paid on or before the seventh day following the due date the Producer may, at his outstanding), cancel the Licence after giving the Licensee prior notice of his intention to do so. The said Licence shall than cease and determine and be of no further effect.
- entitled to seek and to enforce the payment thereof in accordance with sub-clause a) above notwithstanding the determination of the Licence in accordance with sub-clause b) above

#### 7. Trade Union Agreements

The Licensee acknowledges and agrees that the musicians engaged in the production of the Recording(s) may be employed under the terms and conditions of the appropriate trade agreement made by the IPA with the Musicians Union and/or any other existing trade union agreements, and the Licensee agrees and undertakes with the Producer that it will at all times observe and comply with the terms and conditions of

any such trade agreements insofar as and to the extent that any such agreement relates or is applicable to the use by the Licensee of the Music.

#### 8. Warranties and Indemnity

- a. The Producer warrants that the Recording(s) are original recordings. The Producer hereby agrees to indemnify the Licensee against all actions claims and demands (including reasonable legal fees) in respect of breach of copyright relating to the Recording or breach of the warranties set out in this clause save to the extent any such claim is brought in respect of the inclusion of the existing musical composition in the Music.
- b. The Licensee agrees that it will fully and effectively indemnify the Producer against all costs claims expenses and damages (including legal fees) in respect of breach of copyright, including moral rights relating to (i) arrangement, recording and any other use of the existing muscal composition (unless the Producer is identified as responsible for clearance of such rights overlent) and (ii) any use of the Music beyond the licensed use pursuant to this agreement or arising as a consequence of any adaptation of the Music contrary to this agreement.
- Where there is doubt about the originality of the Music by either the Producer or the Licensee it viviete stele is count about the originality of the Music by either the Producer of the Licensee is agreed that the opinion of an independent musicologist (appointed by the Producer in good faith) be sought. The expense of the opinion shall be borne by the Producer where such report finds unequivocally that the Music involves an intringement of third party rights and shall otherwise be borne by the Licensee. The parties will abide by the opinion given by the musicologist and shauld either party choose to ignore such opinion the other is released from their obligations in regard to clauses 8a), 8b) and 8c) of this agreement.
- e. All obligations of one party to indemnify the other under this clause 8 shall be subject to the indemnified party promptly informing the indemnifying party of any claim or allegation that would fall under the indemnify, providing all information reasonably necessary for the defence of the claim, allowing the indemnifying party exclusive control of the conduct of the defence of any claim and making no admission or settlement of liability without the indemnifying party's written agreement.

The Licensee may assign the whole (but not part) of its interest under this agreement provided that written notice of the assignment is given to the Producer, and that any such assignment or transfer shall be made

Subject to the terms of the licence set out overleaf, together with the special stipulations set out below, the Producer as owner, licensee or (as the case may be) the agent of the owner of whatever copyright may subsist in the Music, grants to the Licensee a licence to exploit the Music only in the Media in the Territory for the purpose(s) and otherwise in accordance with the provisions set out overleaf (the "Licence")

- a. It will provide the Producer from time to time as requested with full written details of all uses of the Music including the periods and the media and territories in which the production is used, provided that the Producer shall not make any such requests which are unreasonable by virtue of the amount of detail required.
- It will at all times notify and keep the appropriate broadcasting/transmitting authority fully informed of full details of the Music its composer and copyright owner in order that such authority may fully comply with its obligations in respect of payment for the use thereof to such

- a. These terms, the form overleaf and any document referred to herein constitute the entire agreement
- Any dispute arising from or in any way connected with this agreement will be governed by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the appropriate courts of England

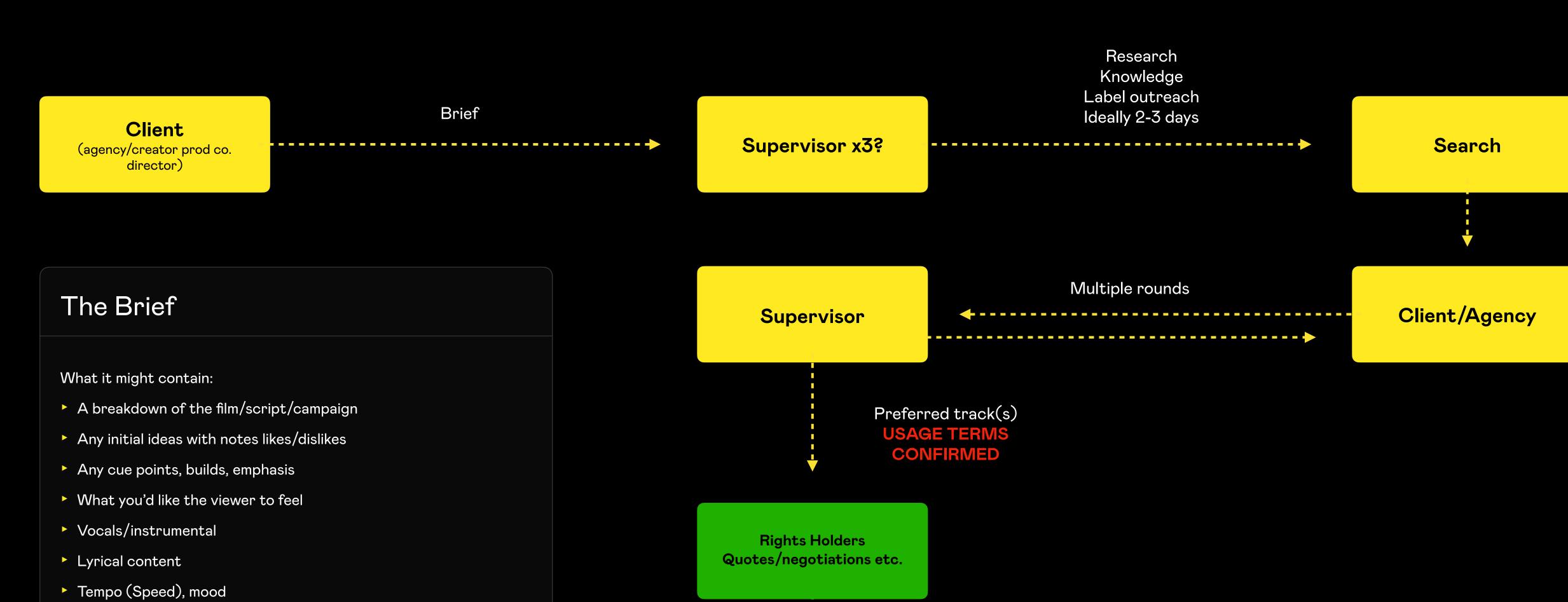
Special stipulations





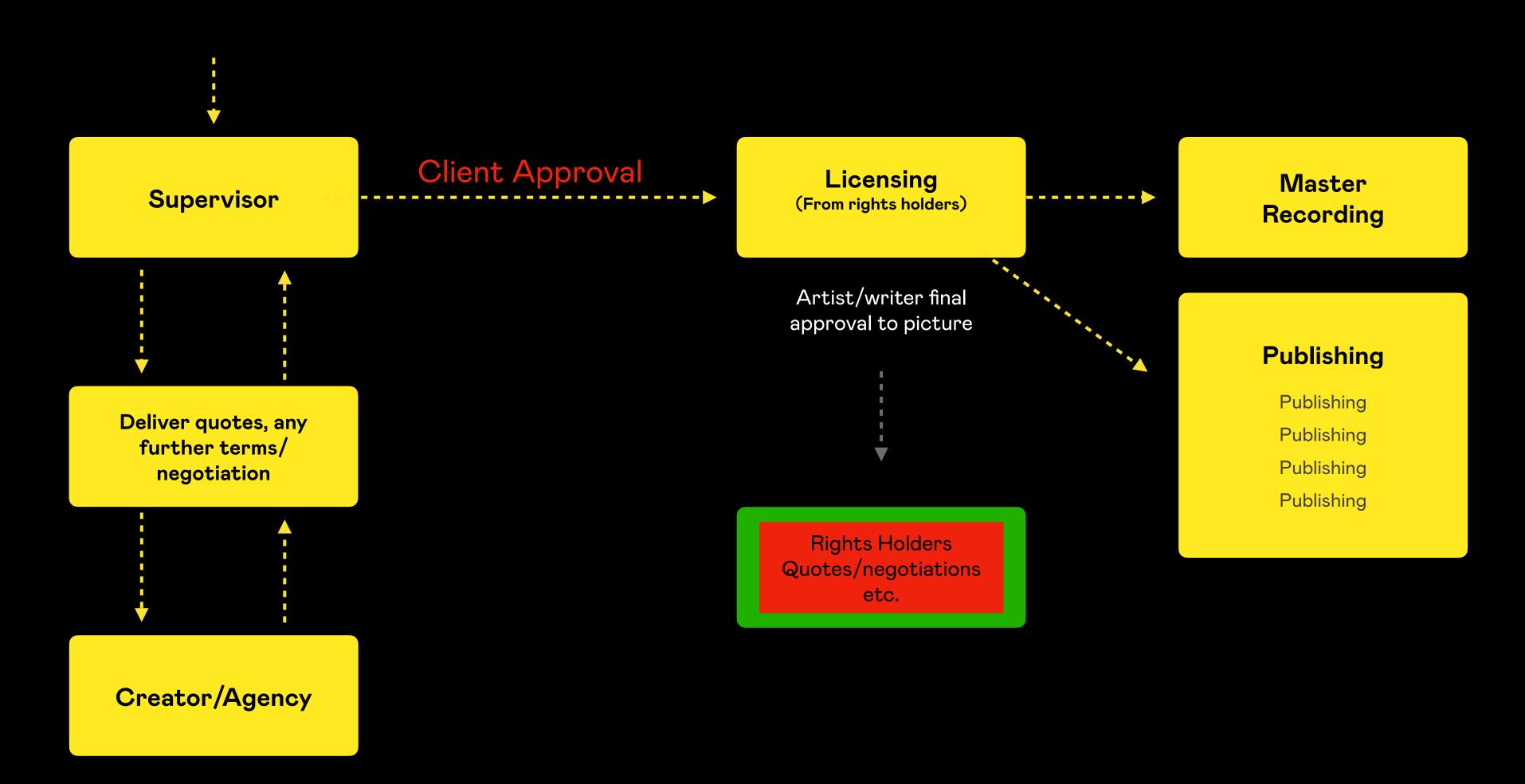
# Sync Work Flow Part 1

Supply edits v/o and sfx stems (and updates)



# Sync Work Flow Part 2

DLMDD



**APA MUSIC SESSION** 

### АРА

## Rights Holders

- Control all rights embodied in the compositions and recordings
- We're interested in 'synchronisation' rights
- We must secure these rights from labels and publishers to use the music in our content

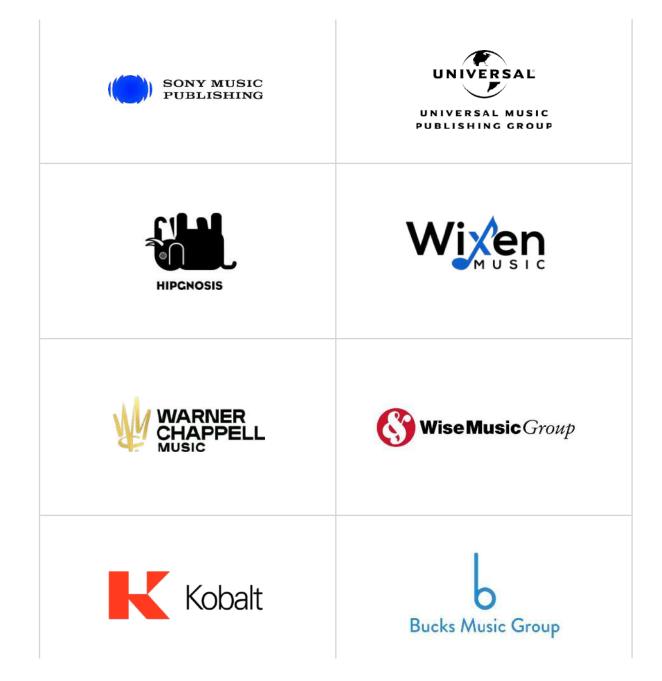
## Record labels

Rights in the sound recording

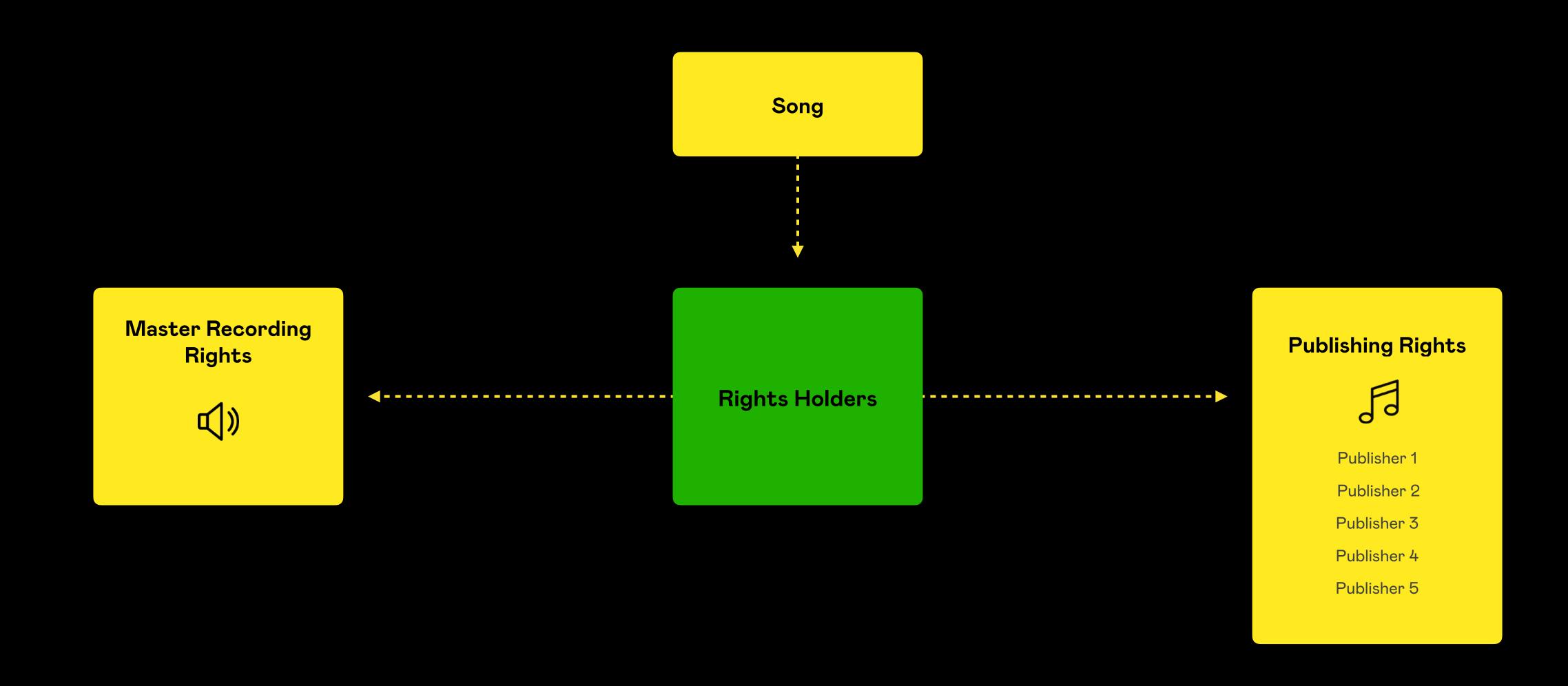
EMI	<b>Def</b> <b>Jam</b> recordings	UNIVERSAL* UNIVERSAL MUSIC GROUP	ROUCH
NINJA TUNE			NTERSCOPE.
Heavenly recordings	<b>Domino</b>	TWARP.	WARNER MUSIC GROUP
RECORDINGS	SONY MUSIC	MUTE	

## **Publishers**

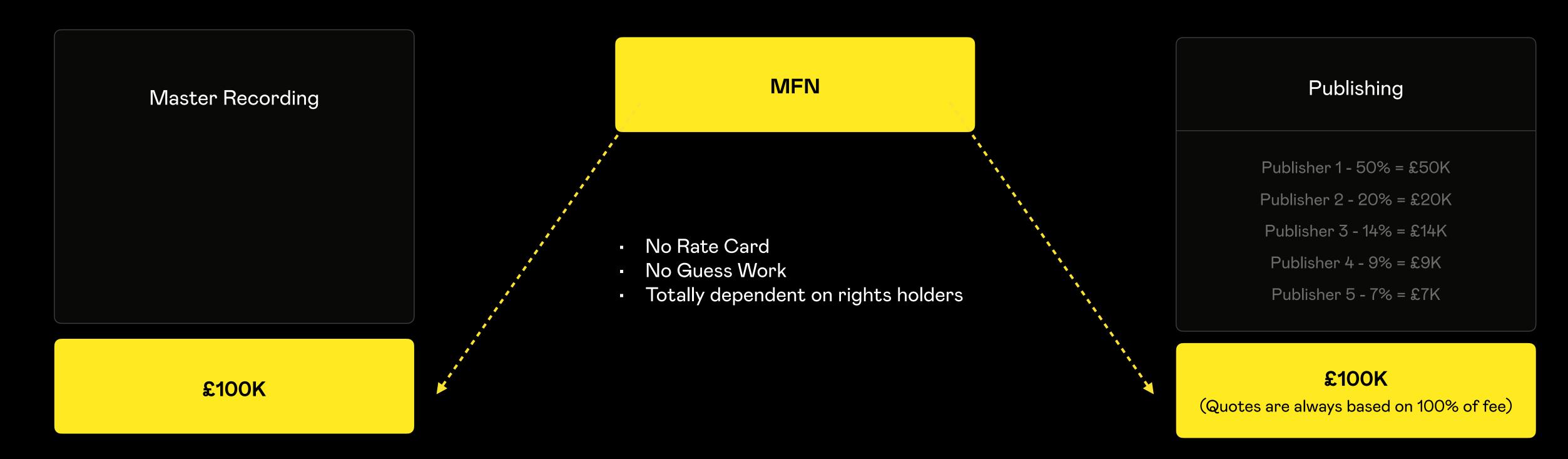
Rights in the composition



# Rights Explained



# Sync Negotiation



# Supervisor Sync Fees Breakdown

## Creative search

- To research, find and deliver tracks
- Picture layback
- £1000 2000

## Research fee

- Applicable with multiple tracks/ rights holders
- **£**500 2000

## Finder's fee

- If supervisor does not clear rights. Dependent on Supervisor and work done to date
- ► £2-10K

 $\circ$ r

## Clearance fee

Typically 10% of full licence fees.

HOWEVER....

Green indicates definite

Orange indicates possible

# Union Fees

Some have rate cards
Typically 4% of your music budget

Musicians Union (UK)



SAG/AFTRA (USA)



AFofM (USA)



DLMDD APA MUSIC SESSION

# Example sync licence





#### SYNCHRONISATION LICENCE FOR MUSIC IN COMMERCIALS

#### BETWEEN:

Licensor: UNIVERSAL MUSIC PUBLISHING LIMITED, 4 PANCRAS SQUARE, LONDON, N1C 4AG

unu

Licensee:

DATED: 20/09/2023

The licence granted herein is conditional upon the Licensee paying the Fee in full within 14 days of the date of the Licensor's invoice for such Fee.

In consideration of and subject to payment of the Fee the Licensor grants to the Licensee the non-exclusive right to record, edit and use the Composition (to the extent only that it is owned and / or controlled by the Licensor) solely in timed synchronisation with and as part of the soundtrack of the Production for transmission on the Media and in the Territory for the Licence Period as those terms are defined in the Schedule below and in accordance with and subject to the attached General Terms and Conditions. In the event of a conflict between the Schedule and the General Terms and Conditions the former shall prevail.

Signed by

For and on behalf of the Licensor UNIVERSAL MUSIC PUBLISHING LIMITED

Signed by

For and on behalf of the Licensee

#### SCHEDULE:

#### Composition details:

Title

ISWC Number:

Percentage of Composition owned and / or controlled by Licensor and licensed hereunder: 41.67%

Writer(s) of Licensor's percentage:

Publisher(s) of Licensor's percentage: UNIVERSAL MUSIC PUBLISHING LTD., PEEP BO MUSIC AND UNIVERSAL POLYGRAM INT. PUBLISHING, INC.

Co-writer(s):

#### Production details:

Title of Production: FREEDOM ALL THE WAY

Client

Product and brand:

Clock Numbers:

No. of scripts for the Production and duration of each:

1 x 60" + edits and cut-downs with minor lyric change - subject to final writer approval.

\* all assets to be linked to the same campaign and be clearly visibly similar \*

Rights do not include any co-promotions/cross-promotions of any kind or any other interactive promotions (including without limitation TikTok challenges, Snapchat lenses, etc.) which will be subject to separate approval in each instance and additional fees.

Fee

In consideration of the grant of rights set forth in the Schedule, Licensee shall pay the Fee to Licensor, which shall be paid in two instalments as follows: (i) £13,021.88 plus VAT (Based on 100% fee of £31,250.00) shall be paid within 14 days of invoice date; and (ii) £39,065.63 plus VAT (Based on 100% fee of £93,750.00) shall be paid within 14 days of invoice date, such invoice to be issued by 31/12/2023

Media: TV - All forms of Broadcast Television (Terrestrial, Cable, Web & Mobile Simulcast,

Digital, Interactive, Satellite & VOD (streamed catch up service only))

Online (Streamed and in-context)

Cinema

Radio

Territory: UK

Licence Period(s): 12 months from 06/01/2024 to 05/01/2025

TV – commencing 06/01/2024; non-consecutive usage across 12 months (not

exceeding five months in total).

Special Conditions (if any):

In the event that the co-owners of the Composition or the owner of the master recording by Eatboy. Slim receives a pro-rated fee higher than set out herein plus VAT for use in the Production, then Licensor shall be entitled to receive a fee in the same amount thereof and such higher fee shall be deemed to have replaced the fee set out above and shall form part of this Licence.

"Streamed" shall mean the non-downloadable linear exhibition of the Production via the Internet or any intranet (i.e. any personal, company or access restricted network) including mobile/wireless devices solely for non-commercial personal or home use provided the Production is offered only in its entirety.

#### YouTube use

The Licensee understands and agrees that Licensee's submission of the Production embodying the Composition(s) to the YouTube website or any YouTube products, software, data feeds and services offered on, from or through the YouTube website (the "Service") shall be subject to YouTube's standard terms of use, conditions, policies and practices. Neither party assumes any responsibility for YouTube's terms of use, conditions, policies or practices nor for any outcome resulting from the implementation of the same, and each waives and releases the other from any claim in connection with the same.

The Licensee is not entitled to:

- (i) knowingly claim ownership of the Composition(s) and/or assets of the Composition(s) embodied in the Production and uploaded onto the Service; or
- (ii) upload the Production incorporating the Composition(s) onto the Service in any way that would intentionally prevent the Licensor from claiming ownership of the Composition(s).

In the event the Licensee receives any music publishing income directly attributable to the Composition(s) included in the Production and uploaded by the Licensee onto the Service either as a result of: (i) claiming ownership of the Composition(s) and/or assets of the Composition(s) embodied in the Production and/or; (ii) preventing the Licensor from claiming ownership of the Composition(s), the Licensee shall, as the Licensor's sole remedy, pay such income to the Licensor.



# Re-record



## Re-records

Why re-record?

Tone or vibe of original doesn't fit film

Contemporise

Cost

Needs to be an instrumental

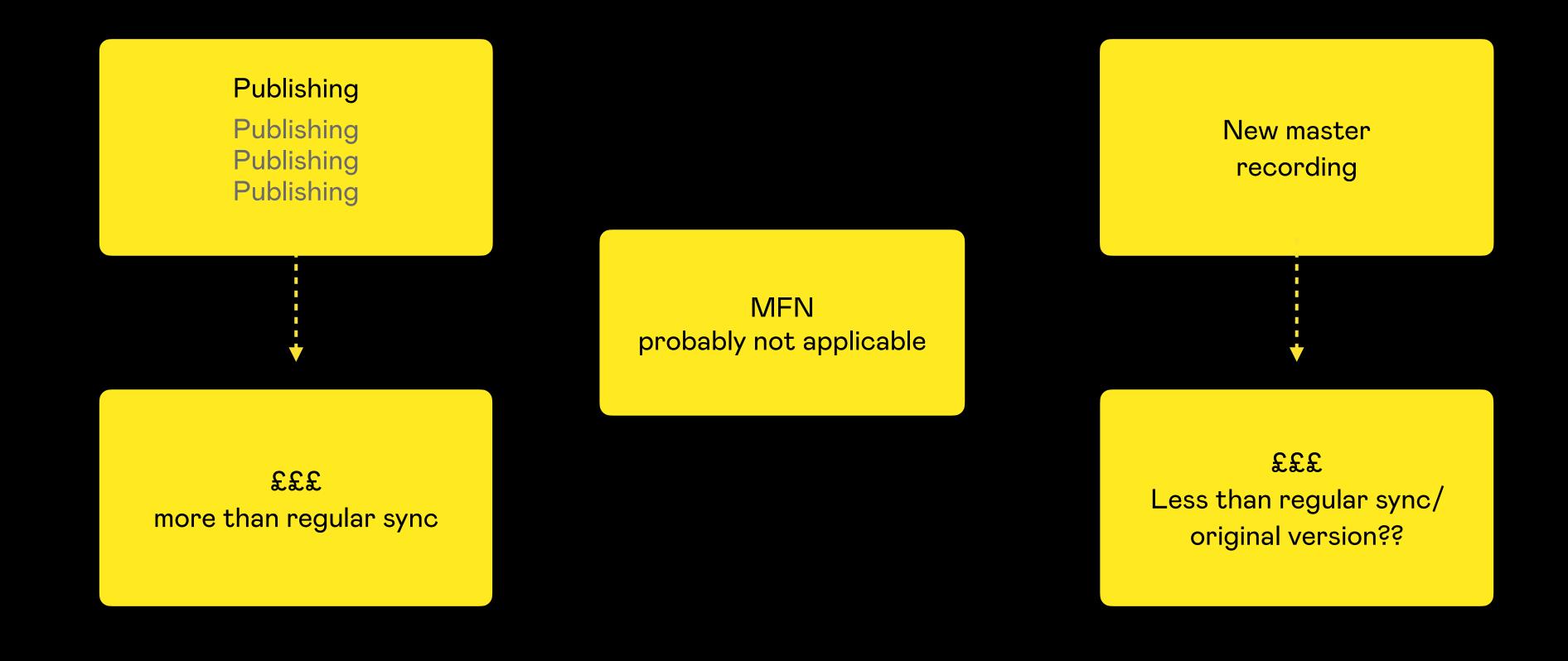
New lyrics/parody

Can't clear original for use

Can't edit original sufficiently

## Re-record Fees

Combines workflow from Original Composition & Sync



# Library Mary Mar

DLMDD

**APA MUSIC SESSION** 



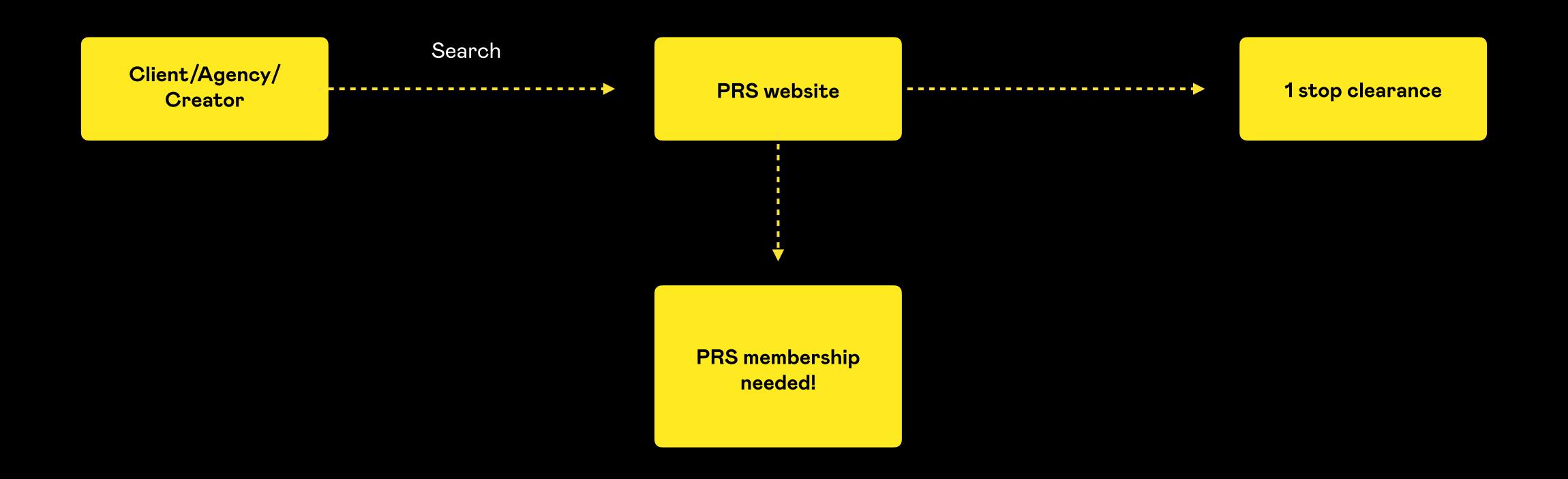
# Why use library music?

# Pros Cons Quality Cheap Quick No exclusivity Loads of it Easy to clear!

Lack of flexibility on edits, crafting, 'bespokeness'

Self source / clear

# Library music work flow



APA

DLMDD

# Library Music rate card



## Type of production

- Content designed directly to promote a brand, product or service to the general public
- · Projects with paid media spend (e.g. pre-rolls/paid social posts)
- Productions that have a call to action (eg 'Buy now!')

#### Good to know...

- Licences last for the life of production\*
- Full Network Radio Advertising rates include online exploitation through simulcast radio services
- Linear TV includes terrestrial and online simulcast transmission only
- VOD includes all forms of video on demand services (e.g. AVOD, BVOD, SVOD, TVOD)
- Per track rates allow unlimited direct cut downs and tag end changes for a single product, under the same media and territory, within the initial 12 month period\*
- Campaign rates cover 1 track across unlimited adverts of a developing theme for a single product, under the same media and territory, within the initial 12 month period\*
- If you've made an application previously and require additional rights,
   please get in touch about a top-up licence
- If you are hosting the content on your own website, you may require a
  Performing Right Online Licence (PROL) to cover the communication to
  the public right. Please refer to the PROL rates on page 12

\*Any such edits/versions broadcast within the initial 12 month term are cleared for the lifetime of the production. Any new edits/versions created and broadcast after this time will require additional licensing.



		(1)   T		
Media	Territory	Per 30s	Per Track	Per Campaign
All Media	Worldwide	£8,600	£13,275	£21,340
	Single Continent	£4,375	£6,563	£10,500
	UK & Eire (or any other single country)	£3,125	£4,688	£7,500
	Worldwide	£5,850	£8,775	£14,040
Linear TV	Single Continent	£2,750	£4,125	£6,600
(all channels)	UK & Eire (or any other single country)	£1,750	£2,625	£4,200
	Worldwide	£2,000	£3,000	£4,800
Video On Demand	Single Continent	£1,060	£1,590	£2,545
Services (VOD)	UK & Eire (or any other single country)	£760	£1,135	£1,820
	Worldwide	£750	£1,500	£2,500
Online	Single Continent	£400	£795	£1,325
(excl. VOD)	UK & Eire (or any other single country)	£300	£570	£950
Full Radio Network	UK & Eire (or any other single country)	£950	£1,425	£2,280
Single Radio Station	Local / Regional	£75	£115	£184
Cinema or DVD Ads	Worldwide	£1,000	£1,500	£2,400
<b>Public Location</b>	Worldwide	£210	£315	£504

Campaign range rates for more than 1 product are available upon request.



Unsure which rates apply to your online content?

Please refer to our guide on page 3.

Need further support in finding the right rate for your production?
Please contact the licensing team.

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## Checklist

## Original Composition

- Final mixes, stems if required
- Fully executed licence, signed and countersigned both parties
- Singer/player sign-off if needed
- Invoices
- Completed fact sheet info

## Sync

- Fully executed licence from all parties signed and countersigned
- Final and correct version of the recording you're using .wav .aiff NO MP3s!
- Allowance for union fees 4%
- Completed fact sheet info

## Re-Record

- Right to re-record acquired
- New recording, versions, mixes and stems (NO MP3s!)
- Approval of new recording from publisher(s)
- Fully executed licence from all publishers and recording rights holder signed and countersigned
- Completed fact sheet info

## Library Music

- Final mixes, stems if required
- Fully registered MCPS usage licence
- Completed fact sheet info

### APA

# Sonic Branding

# What is Sonic Branding?

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# We know what a brand looks like, what does it *sound* like?

It's the art of capturing the identity and story of a brand through sounds and music.

When successful these sounds become embedded within our psyche and immediately make us think of the companies associated with them.



# Everywhere, anytime, across all touchpoints







Radio



Social



**Events** 



Sponsorships



VR



Cinema



Apps



Podcasts



**Brand Voice** 



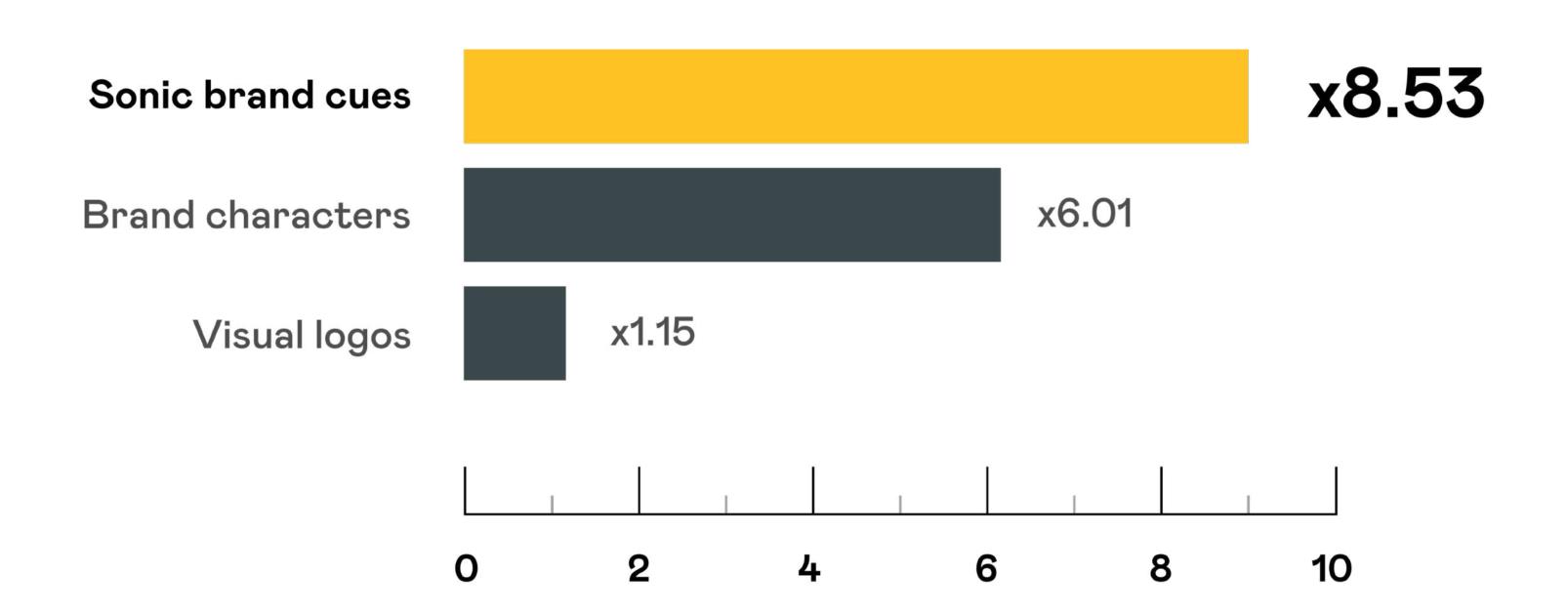
**Product Sound** 



Telephone Hold







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## APA

# DLIMDD branding process.

A phased branding process.

01



Discovery.

FINDING THE SOUND

02



Creative.

MAKING THE SOUND

US



Production.

RECORDING THE SOUND

4



Activation.

LAUNCHING THE SOUND

