Modify the title to be compliant with your situation. Please note that the contract presented in this set of instructions has been drafted on the basis that the author themselves will negotiate their work’s broadcasting, recording and synchronising rights. When the author decides to self-administer a work, Teosto or NCB will no longer license this work or collect or pay any remuneration for the use of this work from Finland or abroad for the rights-holders. Read more about self-administration:

<https://www.teosto.fi/en/members/administering-your-rights/>

NB. If you change the structure of this Contract, remember to check that the references to different Contract sections remain intact.

Modify the sections highlighted in yellow to comply with your situation.

1. Contract Parties
   1. NAME (hereinafter “Client") Business ID  
      address
   2. Name (hereinafter “Author”) Business ID  
      address
2. Definitions
   1. “Contract parties” refer to the Client and the Author.
   2. “Music” refers to an individual work or a score used for the film/audio-visual production defined in the Contract.
   3. “Played Master” refers to a recording made of the Music, which the Author gives to the Client.
   4. “Order” refers to the Music or Played Master, which the Client orders from the Author with this Contract.
   5. “Film” or “Audio-visual Production” refers to the subject determined in section 3.2 for which the Music is ordered.

Choose one of these or define for which purpose the Music is being ordered. Use the same definition throughout the entire Contract. NB. The term “Film” has been used in this order contract template. Remember to replace all “Film” terms with the definition you have chosen in this section 2.5.

* 1. “Broadcaster” refers to the party that makes the Film available to the public.

1. Contract subject
   1. With this Contract, the Contract Parties agree on the terms and conditions to be applied on the Order between the Client and the Author.
   2. The Client orders Music from the Author for Film \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NB. If the Music is ordered for a TV series, remember to write down the series’ season. If you fail to do this, you will also grant the rights for any potential future seasons of the series.

* 1. The duration of the Played Master is a maximum of X minutes.
  2. The Author grants the rights determined in section 6 to the Client for a remuneration defined in section 7.

1. Contact persons
   1. The Contract Parties’ contact persons are determined in this section. Any notifications regarding this Contract must be delivered to these contact persons in writing. The other Contract Party must be notified in writing in case there are any changes related to the contact person.
   2. The Client’s contact person is NAME.   
      Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. The Author’s contact information  
     Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  
     Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Delivery time
   1. The Author will deliver the Order to the Client at the latest by DATE AND TIME.
   2. The Film’s post-production schedule, based on which the Author must schedule their work, is presented in Appendix 1. If the post-production schedule changes, the Author is no longer bound by the date and time determined in section 5.1, and the Contract Parties will mutually agree on a new date and time.

Add the post-production schedule you should receive from the Client to the Contract’s Appendix 1. It determines the Client’s responsibilities, such as delivering the materials received from the editor, etc. This is an important point, as the Client’s delivery time is dependent on the post-production schedule.

* 1. Appendix 2 defines the guidelines of the Order’s artistic execution. However, if the Client requires a more extensive artistic execution of the Order, a separate agreement must be made of the effects of this on the date and time defined in section 5.1 and the remuneration defined in section 7.

The Order’s technical and artistic level will be laid down in Appendix 2. For example, the Order’s delivery format should be mentioned here. It is stated in section 5.3. that if deviations to the level defined in Appendix 2 are requested, the delivery schedule and remuneration should be renegotiated. This means that the original delivery schedule and remuneration are no longer valid.

1. Rights and obligations
   1. For the remuneration defined in this Contract, the Author grants the Client, for an unlimited time, the global synchronising, recording and copying rights to the Music, which the Client needs in order to synchronise and record the Music for the Film and prepare copies for broadcasting.
   2. However, the granted rights agreed here do not apply to synchronising or recording the Music on a sound recording for purposes such as publishing a soundtrack. The master rights to the Music for such purposes will remain with the Author.

This section, 6.2., is important if you **do not** want to grant the Client the rights to publish your music on a soundtrack. If you leave this sentence out, the Client will also be granted the rights to publish the music on a soundtrack.

* 1. The Client will have an exclusive right to the granted rights. The exclusive right will remain valid X years, after which the rights in question will continue, but are no longer exclusive.

Consider the exclusive right when determining your remuneration. If the Client wants to have exclusive rights for a very long time or indefinitely, your remuneration should reflect this.

* 1. The Client will grant the rights to using the Film’s name and graphic design on the Film’s potential soundtrack publication. The Author has the right to grant the rights indicated in this section to the party implementing the Film’s soundtrack publication.
  2. Making the Music available to the public as a part of a Film requires that the Film’s Broadcaster must pay the broadcasting remunerations to the competent copyright holder organisation. All Music broadcasting remunerations paid by Teosto and other copyright holder organisations belong exclusively to the Author.
  3. The Client has the right to utilise the Film also by recording it, regardless of the technology used, as well as the right to reassign the Film and all of its related rights as determined in this Contract.
  4. The Client is entitled to edit the Film and the related materials in their entirety or in parts and create different language versions of the Film without the Author’s separate approval, but this cannot be done in a way that would violate the Author’s moral rights.
  5. The Client also has the right to use the Music for marketing the Film, e.g. for trailers, on its website, as ringtones, in TV and radio commercials, in advertisements by a marketing partner, etc. However, it must be ensured that the advertisements of marketing partners as well as similar use outside the Film’s soundtrack must be connected to the Film. If using the Music for the aforementioned purposes requires extra work from the Author, the remuneration paid for this will be agreed separately.
  6. This Contract does not transfer the Music’s graphic rights to the Client. Therefore, the Client will not be assigned the right to print the Music’s notes and/or lyrics or otherwise present them visually.
  7. The Author’s information must always be shown in accordance with the Copyright Act and as required by good practices. The opening and closing texts of the Film, if applicable, must include the excerpt “Music: Author’s name” in connection to the main artistic areas of responsibilities, such as sound design.

The more detailed the agreement on how to present the Author’s name is, the better.

* 1. The Client has the right to use the Author’s photograph and name according to the field’s standard practices.
  2. The ownership of other masters created in addition to the Played Master will stay with the Author.
  3. The Client will deliver the final music track used in the Film to the Author for the purpose of creating a cue sheet. The Author will deliver the cue sheet of the Music created by the Author and used in the Film to the Client. The Client will deliver an exact Film Music Report to the copyright organisations, the channels and services broadcasting the Film and the Author as expected.

Remove the items of section 6 that do not apply to your contract.

1. Remuneration and its payment
   1. The Client will pay the Author for the Order and the transfer of rights defined in section 6 EURX with an invoice. This sum does not include value-added tax, which will be added to the invoices sent to the Client.
   2. The remuneration itemisation of section 7.1 is as follows:

Composing remuneration: EUR X

Production costs: EURX

Synchronising rights: EURX

Recording rights: EURX

Copying authorisation: EURX

The advantage of this itemised remuneration is that you will be able to consider all costs related to the order. The itemisation is also beneficial because it will be easier for you to price the potential continuation of the rights again in the future, and it will be easier for the Client to understand how much the potential continuance would pay. NB. However, this itemisation is not binding to you with regard to any future negotiations.

The links below show you the remuneration you would be entitled to if you had not decided to self-administer your work, in which case Teosto/NCB would negotiate the broadcasting, recording and synchronising rights on your behalf. You can use them as guidelines when negotiating these rights yourself.

Read more

Price list for synchronising rights: [http://www.ncb.dk/pdf/av-pricelist-gentv-fi.pdf](https://eur04.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.ncb.dk%2Fpdf%2Fav-pricelist-gentv-fi.pdf&data=04%7C01%7C%7C0c09225a28b943413b5908da0be8cfaf%7C1523b8101ba242cd89bff71ccf42d105%7C0%7C0%7C637835391788497114%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=q%2FeIQCGETAjN2HMyVETLUILcLIBjxZgBt0ngBE2xkTw%3D&reserved=0)

Recording rights and remuneration for copying: <https://www.teosto.fi/musiikin-kayttoluvat/hanki-lupa/elokuvien-kopiokorvaus/#luvan-hinnasto>

Copying rights: [https://www.kopiosto.fi/en/kopiosto/for-users-of-works/licences-for-the-use-of-works/](https://eur04.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.teosto.fi%2Fmusiikin-kayttoluvat%2Fhanki-lupa%2Felokuvien-kopiokorvaus%2F%23luvan-hinnasto&data=04%7C01%7C%7Ceb9aa28020924671202f08da0bec7e73%7C1523b8101ba242cd89bff71ccf42d105%7C0%7C0%7C637835407605112875%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=%2FBxVPLbzSMWWCNqrNVit3Qik7sXu3N7jm8ESPmZVo5I%3D&reserved=0)

* 1. The Client will pay the agreed remuneration based on the PAYMENT SCHEDULE.

Determining the payment schedules of the first instalment and other instalments in the payment schedule is important. Consider whether it is better to have a certain due date or bind the instalments to e.g. the contract’s validity (e.g. first instalment paid on the Contract date defined in section 10) or the delivery schedule.

* 1. If the payment is delayed, the Client will pay an interest to the Author in accordance with the valid Interest Act.

Check the current late payment interest rate, according to the Interest Act, and add the interest amount to your payment reminder accordingly.

1. Terminating the contract

If either Contract Party violates this Contract in some essential way and does not rectify this violation within 30 days of a written notification, the other Contract Party is entitled to terminate the Contract.

If the Contract is terminated, the obligations and rights defined therein will also cease. If the Contract Parties have already made some settlements based on the Contract, they must usually be returned. For example, if the Client does not settle a remuneration instalment, they will also not hold the rights defined in this Contract and will thereby not be able to use the Music even if the Author has delivered it to them. However, if the Client has paid for the first instalment, it can be written down in the Contract that the Author is allowed to keep the payment. You should consider the sum of the first instalment with this kind of scenario in mind. On the other hand, if the Author does not deliver the Order to the Client in accordance with the Contract, the Client is not obligated to settle a payment. As the termination of a contract has some significant consequences, the Contract Parties should first try to negotiate to reach a mutual understanding through other routes, such as by making a new contract or modifying the existing one. If this is not possible or is otherwise difficult, termination can then be considered.

1. Disputes
   1. Finnish law will be applied to this Contract.
   2. The contact persons of the Author and the Client must first negotiate over any potential disputes regarding the interpretation and violation of this Contract. If a unanimous decision cannot be reached, both Contract Parties have the right to take the matter to be resolved in the Helsinki District Court.

If you sign a contract with a foreign client, we recommend that Finnish law be applied to the contract. If the contract is governed by the legislation of another country, it will be more difficult for you to get help in Finland if problems occur.

Please note that arbitration is an expensive alternative to a lawsuit. We recommend a lawsuit instead of arbitration.

1. Validity

This Contract will come into force on xx Month xxxx.

Sign the Contract before you begin working. It will be more difficult to negotiate and agree on things after the work has already been completed and, in the worst case, delivered to the Client. You should only commence the work once the Contract has been approved and signed by both parties. The Contract should enter into force before the work begins and not retrospectively.

1. Signatures

Two (2) copies of this contract have been signed, one (1) for each Contract Party.

The signatures of both parties prove that a contract has been agreed on and both parties have accepted its terms.

If you handle the contract negotiations and create the contract entirely via email, the other party’s email acknowledgement of their approval of the contract will be sufficient. Remember to verify that the signee/person acknowledging the contract via email is entitled to sign contracts on behalf of the company, i.e. they have been authorised to do so. Otherwise, the contract may not be valid.

Appendix 1 TITLE

E.g. Post-production schedule

Appendix 2 TITLE

E.g. Order’s technical and artistic level

NB. Make sure that the Appendices you attach to the Contract are compatible with it, especially with sections 5.2. and 5.3. If necessary, edit the Contract’s text and structure.

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Client Author