

**The Writers' Guild of Great Britain
The Personal Managers' Association
Mercury Musical Developments**

MUSICAL THEATRE AGREEMENTS

GUIDELINES and NOTES

APPENDICES

Appendix (a) - 1

Model Collaboration Agreement for Writers

DISCLAIMER

The information and materials contained in these Guidelines and accompanying documents are intended as a general guide only. Nothing in these pages constitutes specific advice and the WGGB/PMA/MMD do not accept any responsibility for any loss which may arise from reliance on such information/materials. No guarantee is given as to the accuracy and/or completeness of the information/materials contained in these pages and the WGGB/PMA/MMD do not warrant that these Guidelines or their contents or the website on which they appear or any hypertext links are virus free or uncontaminated. The WGGB/PMA/MMD advise that you should, where appropriate, always seek expert professional advice from the WGGB or agent member of the PMA or solicitor.

**This Model Collaboration Agreement should be read in conjunction
with the accompanying Notes in Appendix (a) - 2**

THIS AGREEMENT is made the day of 200...

BETWEEN

(Name of Collaborator 1) of (address), (“the Composer”)
(Name of Collaborator 2) of (address) and (“the Lyricist”)
(Name of Collaborator 3) of (address) and (“the Bookwriter”)
etc etc

and the Composer, Lyricist and Bookwriter are also jointly referred to in this agreement as “the Writers”

WHEREAS each of the parties to this agreement has collaborated in, or wishes to collaborate in, the writing of a musical play presently entitled -----
----- (“the Musical Play”);

NOW IT IS HEREBY AGREED AS FOLLOWS:

WARRANTY

1. Each of the parties to this agreement represents and warrants to the other parties, but only as to his or her own contribution, that:
 - (a) Each shall, to the degree it has not been completed on the date of this agreement, undertake to write and complete the Musical Play;
 - (b) In executing this agreement, each has the capacity and full authority to enter into this agreement, that all of the material each has provided and will provide for the Musical Play is and will be original with such party and has not been adapted or derived from any other source (except to the extent such material is adapted or derived from material which is in the public domain, or adapted from material which requires or may require the permission of any other person or entity). Each has not made and will not make any undertaking or agreement with any third person or entity in connection with any material which he or she is contributing to the Musical Play, other than as may be specifically permitted in this agreement; and
 - (c) To the best of his or her knowledge, there is and will be no claim, lien or encumbrance by any third party on his or her contribution including, without limitation, any claim of joint authorship (subject to any rights required by membership of the Performing Rights Society).

COPYRIGHT

2. Copyright in the separate elements of the Musical Play shall be secured and held by each of the parties to this agreement unless or until a merger of the rights in the Musical Play takes place. No rights shall be granted in the entirety of the Musical Play except with the consent of all the parties to this agreement but each agrees to exercise his/her right of approval in a reasonable and expeditious manner with due regard for the views of the other parties and not in the manner of a veto.

COLLABORATION/DEVELOPMENT PERIOD

3 The parties to this agreement agree to collaborate for a minimum period of months (“Collaboration Period”) in order to complete the Musical Play to all the parties’ mutual satisfaction. They further agree to pursue possibilities for production for a further period ofmonths (“Development Period”). In the event that no production has been obtained within the Development Period then this agreement shall be terminated automatically on expiry of the Development Period and all rights shall revert to the parties to this agreement in accordance with the terms of Clause 14.

AGENCY

4 The parties to this agreement hereby appoint..... as the sole agent to act on their behalf to negotiate all contracts in connection with all exploitation of the Musical Play. shall be entitled to deduct% commission from all gross receipts accruing to the parties to this agreement from the exploitation of the Musical Play in all media now known or hereinafter to be devised.

GRAND RIGHTS

5 All monies accruing in respect of stage performances of the Musical Play anywhere in the world in the English Language whether professional or amateur, or for the cast album, or from exploitation of theatrical film, terrestrial, satellite or cable television, video or radio shall be divided in the ratio 33.3% to the Bookwriter, 33.3% Lyricist, 33.4% Composer save that in respect of foreign language stage performances the Bookwriter’s and Lyricist’s shares may be subject to a sharing arrangement with the translator of the book and lyrics.

SMALL RIGHTS

6 Any monies accruing from exploitation of the music and lyrics outside of the context of the musical play shall be divided as to 50% to the Composer and 50% to the Lyricist.

PUBLICATION

7. Any monies accruing in respect of the following forms of publication shall be divided as described below:

- a. Book alone 100% Bookwriter
- b. Book & Lyrics 50% Bookwriter
50% Lyricist
- c. Music 100% Composer
- d. Lyrics 100% Lyricist
- e. Music and lyrics 50% Composer
50% Lyricist

- 12(b) The Writers will negotiate in good faith with any additional contributor the alteration of any relevant terms in this agreement including but not limited to billing and share of income. Arrangements agreed in respect of royalty splits and billing and any other relevant matters should be set out on the additional signature page referred to in 12(a) taking into account any agreements made with a rejected collaborator if applicable.

REJECTION OF A COLLABORATOR

13. In the event no merger of rights has taken place, any two collaborative units may reject the third unit as a whole by written notice signed by each of the two remaining units and received by the rejected unit. It is agreed and understood that upon such rejection, all copyrightable material contributed by the rejected unit shall revert to him or her effective immediately upon rejection unless the rejected unit and the remaining units agree upon one of the following options:
- (a) If the remaining units and the rejected unit agree upon a payment amount (to be made by the remaining units to the rejected unit), the remaining units will not be able to use the copyrightable material of the rejected unit but the rejected unit will be entitled to use his or her own copyrightable material only insofar as such use does not in any way compete and/or interfere with the Musical Play. In no event shall the rejected unit receive billing credit, net proceeds, or any other benefit in connection with the Musical Play.
 - (b) If the rejected and remaining units so agree, the remaining units will be entitled to use and make further changes, additions and deletions to the rejected unit's material, and the rejected unit shall make no further use of such material. In such event agreements relating to payment and billing will be amended by good faith negotiations. However the rejected unit shall not be a required party or signatory with respect to any approval or agreement for subsequent exploitation of the Musical Play.
 - (c) If no such agreement is reached, or if payment is not timely made, then the rejected unit shall be entitled to the exclusive use of his or her own copyrightable material at will, and no such uses shall be deemed competitive with the Musical Play.

TERMINATION

14. The parties may terminate this agreement by the unanimous consent of all parties to this agreement. In the event of such unanimous termination, this agreement shall immediately terminate and shall be of no further force or effect whatsoever and all rights in the book, music and lyrics shall respectively revert in full to its respective copyright owner free and clear of any claims or rights of the others. Subject to the foregoing, each may deal with his or her own contribution without accounting to the other parties.

It is agreed and understood that the book of the Play shall be deemed a separate work, the copyright of which shall be owned by the Bookwriter, and the music of the Play shall be deemed a separate work, the copyright of which shall be owned by the Composer, and the lyrics of the Play shall be deemed a separate work, the copyright of which shall be owned by the Lyricist, as their respective interests may appear.

CREDIT

15. Authorship credit for the Play shall be as follows:

Book by:
Music by:
Lyrics by:
[or as applicable]

The names of each of the parties shall, in each instance, be in the same type size and prominence in all respects. In no event shall any contract dealing with the Musical Play [and/or the separate music and lyrics of the musical compositions contained in the Musical Play] provide that the name of any one of the relevant parties may appear without the name of the other.

NOTICES

16. All notices to any party shall be in writing and given by personal delivery, pre-paid registered or recorded delivery post, and shall be deemed given when so personally delivered or received, and shall be given in each case to all parties to this agreement. Notices by mail shall be addressed to each party's address as given above, or to such other address as such party may later specify by notice duly given.

ENTIRE AGREEMENT

17. This is the entire agreement between the parties. This agreement shall not be amended, modified or supplemented except by a written agreement signed by all the parties.

ASSIGNMENT

18. No party shall assign this agreement or its rights arising under this agreement [other than any rights to net receipts], without the prior written consent of the other parties.

BINDING AGREEMENT

19. This agreement shall be binding on the parties to this agreement and on their executors, administrators, personal representatives, successors and assigns.

NO PARTNERSHIP

20. It is expressly understood that the parties to this agreement do not form, nor shall this agreement be construed to constitute, a partnership or joint venture between them.

ENGLISH LAW

21. This agreement shall be governed by, interpreted and construed in accordance with the laws of England and Wales and the parties agree to submit to the jurisdiction of the English courts.

AGREED AND ACCEPTED

SIGNED BY:

Bookwriter

Composer

Lyricist

Witness

Witness

Witness