

FOREIGN AGENCY AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PUBLISHER]
(the "Publisher")

- and -

[NAME OF AGENT]
(the "Agent")

WHEREAS Publisher is the owner of the mechanical recording rights in that certain copyrighted musical composition entitled "[insert title]" (the "Composition"), with music and lyrics written by [insert name(s) of composer(s)], as recorded by [insert name of recording artist];

AND WHEREAS Publisher wishes to appoint Agent, and Agent wishes to accept the appointment, as Publisher's agent and representative in the Territory, as that term is hereinafter defined;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Publisher does hereby appoint Agent, and Agent does hereby accept the appointment, as Publisher's lawful agent and representative for the purpose of exploiting, marketing and negotiating with third parties for the granting of sub-publishing rights within the territory of [set out which foreign markets comprise the territory] (hereinafter referred to as the "Territory"), and Publisher hereby grants to Agent the following rights under this Agreement:
 - (a) the exclusive right to print, publish and vend copies of the Composition in the Territory;
 - (b) the exclusive rights of mechanical and electrical reproduction of the Composition in the Territory, on phonorecords, prerecorded tapes and transcriptions;
 - (c) the non-exclusive right of public performance, including broadcasting on television and radio of the Composition and the licensing of the Composition for such purposes in and for the Territory;
 - (d) the non-exclusive right to grant non-exclusive licenses for the use of the Composition in and with motion pictures and/or television productions produced in the Territory, subject to the written approval of the Publisher;
 - (e) the non-exclusive right, with prior written approval of Publisher, to make and publish new translations of the lyrics of the Composition into one or more languages of the Territory. All such translations shall be copyrighted solely in the name of Publisher and shall be the sole property of Publisher.