

SUB-PUBLISHING AGREEMENT

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

BETWEEN:

[NAME OF PUBLISHER]
(the "Publisher")

- and -

[NAME OF SUB-PUBLISHER]
(the "Sub-Publisher")

WHEREAS Publisher holds all of the rights, title and interest in and to that certain musical composition entitled [*name of composition*] (the "Composition"), composed by [*insert name of composer*];

AND WHEREAS Sub-Publisher is desirous of obtaining certain rights from Publisher in the Composition, such rights to be exercised solely within the territory of [*insert name(s) of area(s) comprising the licensed territory*] (the "Territory").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Publisher hereby grants to Sub-Publisher all rights existing under the copyrights of the Song for the Territory, including, but not limited to the words and music thereof, the right to print, publish, and vend the Composition in the Territory, and all performing rights, synchronization rights and mechanical rights of the Composition in the Territory and all claims and demands relating thereto; excepting only as specifically limited by this Agreement.
2. The term of this Agreement shall be [*insert the length of the term*].
3. The granting of rights hereunder by Publisher to Sub-Publisher is subject to the following terms and conditions:
 - (a) Publisher reserves all rights in and to all copyrights of the Composition and all the rights of any and every nature thereunder existing, for all the countries of the world outside of the Territory.
 - (b) Publisher reserves the exclusive right to license world-wide uses of the title of the Composition as a title for motion pictures.
 - (c) The grant of performing rights is subject to the rights of [*insert name(s) of any party/parties having rights in the work*]. Sub-Publisher shall cause the performing and broadcast rights of the Composition to be registered with the performing rights societies in the Territory so as to provide that the entire publisher's share of performing fees and broadcasting fees shall be credited and paid to Publisher. Sub-Publisher shall account to Publisher with respect thereto in accordance with the provisions of paragraph 4 hereof.