

ARIA
MUSIC THERAPISTS (AMTA MEMBER)
REPRODUCTION LICENCE

AGREEMENT DETAILS

<p>Item 1 Party details</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 30%; text-align: center;">YOU</th> <th style="width: 35%; text-align: center;">ARIA</th> </tr> </thead> <tbody> <tr> <td> <p>Name <i>(Name or Business Name)</i></p> </td> <td> <p>ABN: ("you", "your")</p> </td> <td> <p>AUSTRALIAN RECORDING INDUSTRY ASSOCIATION LIMITED</p> <p>ABN 72 002 692 944 ("ARIA")</p> </td> </tr> <tr> <td> <p>Address</p> </td> <td></td> <td> <p>PO Box Q20, Queen Victoria Building NSW 1230</p> </td> </tr> <tr> <td> <p>Phone Number</p> </td> <td></td> <td> <p>(02) 8569 1144</p> </td> </tr> <tr> <td> <p>Fax</p> </td> <td></td> <td> <p>(02) 8569 1181</p> </td> </tr> <tr> <td> <p>Contact Name</p> </td> <td></td> <td> <p>ARIA Business Affairs</p> </td> </tr> <tr> <td> <p>Email</p> </td> <td></td> <td> <p>business.affairs@aria.com.au</p> </td> </tr> </tbody> </table>		YOU	ARIA	<p>Name <i>(Name or Business Name)</i></p>	<p>ABN: ("you", "your")</p>	<p>AUSTRALIAN RECORDING INDUSTRY ASSOCIATION LIMITED</p> <p>ABN 72 002 692 944 ("ARIA")</p>	<p>Address</p>		<p>PO Box Q20, Queen Victoria Building NSW 1230</p>	<p>Phone Number</p>		<p>(02) 8569 1144</p>	<p>Fax</p>		<p>(02) 8569 1181</p>	<p>Contact Name</p>		<p>ARIA Business Affairs</p>	<p>Email</p>		<p>business.affairs@aria.com.au</p>
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<p>Item 2 Background</p>	<ol style="list-style-type: none"> 1. ARIA is the non-exclusive licensee of certain rights in ARIA Sound Recordings owned by the Licensors, including the right to reproduce the ARIA Sound Recordings for certain commercial purposes within the Territory. 2. Australian Music Therapy Association Inc (AMTA) is a company established for the purpose of representing the interests of its members in the negotiation and conclusion of industry based agreements. 3. As an AMTA member you are entitled to enter into this Agreement with ARIA on your own behalf. 																					
<p>Item 3 Permitted Purpose</p>	<p>For the Term in the Territory to reproduce ARIA Sound Recordings:</p> <ol style="list-style-type: none"> (a) on to a secure central computer hard-drive system in a secure digital file format (Music Library); and (b) from the Music Library on to secure formats, including but not limited to encrypted CDs, mini discs and secure devices (Programs), 																					

	for the purpose of public performance during music therapy sessions conducted by you only.
Item 4 Restrictions	<ol style="list-style-type: none"> 1. You must not export any Program or the Music Library. 2. You must not sell or distribute any Program or the Music Library to any person. 3. You must retain any and all Electronic Rights Management Information embodied on the original copy of that ARIA Sound Recording and on any reproductions of ARIA Sound Recordings that you make under this Agreement.
Item 5 Term	<p>This Agreement commences on the date it is signed by both parties (Commencement Date) and continue for a period of 3 (three) months thereafter (Initial Term).</p> <p>At the end of the Initial Term, this Agreement will renew on the same terms and conditions for further consecutive periods of 12 months, subject to the right of either party to terminate this Agreement on 30 days written notice.</p>
Item 6 Licence Fee (exclusive of GST)	<p>CHECK THE BOX APPLICABLE TO YOU</p> <p><input type="checkbox"/> Up to 200 total track reproductions per year of the Term: Reproduction during each year of the Term of up to 200 (two hundred) ARIA Sound Recordings on to Programs = \$30 (exclusive of GST) payable on an annual basis during the Term.</p> <p><input type="checkbox"/> Up to 500 total track reproductions per year of the Term: Reproduction during each year of the Term of up to 500 (five hundred) ARIA Sound Recordings on to Programs = \$75 (exclusive of GST) payable on an annual basis during the Term.</p> <p>For the avoidance of doubt, the number of reproductions permitted per year of the Term will be pro-rated accordingly for any period during the Term that is less than 12 months.</p>
Item 7 Reporting Periods	<ul style="list-style-type: none"> • January 1 to March 31; • April 1 to June 30; • July 1 to September 30; and • October 1 to December 31
Item 8 Territory	Australia
Item 9 Special Conditions	N/A

DATED

EXECUTED as an Agreement

SIGNED by an authorised representative for
**AUSTRALIAN RECORDING INDUSTRY
ASSOCIATION LIMITED** in the presence of:

Signature of authorised representative

Print Name

Date

Signature of Witness

Print Name of Witness

SIGNED by **YOU** in the presence of:

Your Signature

Print Name

Date

Signature of Witness

Print Name of Witness

LICENCE TERMS

1. DEFINITIONS

ARIA Sound Recording means a sound recording in which the copyright is owned or controlled by a Licensor, and which has been released on a Label by a Licensor.

ARIA Website means the ARIA website. As at the date of this Agreement, the ARIA website is located at www.aria.com.au.

Electronic Rights Management Information has the meaning given to that term in section 10 of the *Copyright Act 1968 (Cth)*.

Event of Default means

- (a) a material breach of this Agreement (including, without limitation, any failure by you to pay the Licence Fees to ARIA) where a party fails to remedy that breach within 7 (seven) days of written notice being given requiring that breach to be remedied;
- (b) in your case, an infringement of the copyright or other intellectual property rights of a third party, including failure to obtain the additional licences referred to in this Agreement;
- (c) a summons, petition or other process for winding-up (including the appointment of a provisional liquidator) being presented against a party and not withdrawn or dismissed, where the proceedings are not restrained within 10 (ten) business days after notice of the summons, petition or other process to that party;
- (d) the passing of an effective resolution for the winding-up of a party (other than for the purposes of reconstruction or amalgamation);
- (e) the appointment of a receiver/ receiver and manager/ administrator to the whole or part of the assets of a party;
- (f) the levy of any execution or distress on the whole or part of the assets of a party if the debt or other obligation in respect of which such execution or distress is levied is not paid or discharged within 10 (ten) business days;
- (g) an arrangement or compromise with a party's creditors or the convening of a meeting for that purpose; or
- (h) a party ceasing to carry on its business.

Excluded Recordings means such sound recordings published by ARIA from time to time as being excluded from the Licence. The list of Excluded Recordings may be accessed from the ARIA Website or via the following web link: http://www.aria.com.au/pages/documents/sound_recording_label_list.pdf and may be amended by ARIA from time to time during the Term.

Labels means the record labels published by ARIA from time to time as being the record labels owned or operated by the Licensors. The list of Labels may be accessed from the ARIA Website or via the following web link: http://www.aria.com.au/pages/documents/sound_recording_label_list.pdf and may be amended by ARIA from time to time during the Term.

Licence Fee means the licence fee specified in Item 6 of the Agreement Details.

Licensors means the entities published by ARIA from time to time as being parties who have agreed to licence rights to ARIA for the purposes of this Agreement. The list of Licensors may be accessed from the ARIA Website or via the following web link: http://www.aria.com.au/pages/documents/sound_recording_label_list.pdf and may be amended by ARIA from time to time during the Term.

Music Library means the central secure computer hard drive system owned and controlled by you, to and from which you reproduce ARIA Sound Recordings under this Agreement.

Program means an encrypted CD, encrypted digital file or other secure device on to which you reproduce ARIA Sound Recordings for use as background music during music therapy sessions conducted by you.

Reporting Period means the 3 month periods specified in Item 7 of the Agreement Details.

Reporting Statement means a statement submitted to ARIA pursuant to clause 6(b) of this Agreement, that is substantially in accordance with and containing the information set out in the pro forma statement in Schedule A of this Agreement.

Territory means Australia.

2. LICENCE

2.1 Grant of Licence

- (a) This Licence is granted to you on the condition that you are a registered AMTA member. If you cease to be an registered AMTA member at any time during the Term, the provisions of clause 10.2(c) will apply.
- (b) Subject to your compliance with all of the terms and conditions set out in this Agreement, ARIA grants you a non-exclusive licence to use the ARIA Sound Recordings for the Permitted Purpose in the Territory for the Term.

2.2 Right to Seek Licence Directly From Licensors

Nothing in this Agreement prevents you from seeking or obtaining a licence to reproduce any ARIA Sound Recording from any other party authorised to grant such a licence, including the Licensor who owns or controls that ARIA Sound Recording.

2.3 Restrictions

- (a) The Licence granted to you by ARIA is subject to the Restrictions specified in Item 4 of the Licence Details and these Licence Terms.
- (b) The Licence applies to ARIA Sound Recordings only and does not provide you with any rights in relation to music videos or other materials.

2.4 No Sub-licence

The Licence is personal to you. You must not sub-licence, sub-distribute or otherwise deal with the Licence, or any of your other rights under this Agreement.

2.5 Additional Licences

- (a) **Reproduction of Musical Works and Other Materials:** This Agreement does not authorise you to reproduce any musical, literary or artistic works, or any other copyright-protected subject matter, which may be embodied in an ARIA Sound Recording. If you wish to use any such works or other subject matter, you must obtain a separate licence from the copyright owner or from an organisation authorised to grant such licences, such as AMCOS.
- (b) **Public Performance of Musical Works and ARIA Sound Recordings:** This Agreement does not authorise you to perform, broadcast or communicate to the public any ARIA Sound Recording, musical works or any other copyright-protected subject matter, which may embody an ARIA Sound Recording. If you wish to use any such works or other subject matter, you must obtain a separate licence from the copyright owner or from an organisation authorised to grant such licences, such as APRA and PPCA.
- (c) **Non-ARIA Sound Recordings:** This Agreement does not authorise you to reproduce any sound recording that is not an ARIA Sound Recording (in which case you must obtain a separate licence directly from the copyright owner).

2.6 Use of Original Recordings

In exercising the Licence granted to you under this Agreement, you may only reproduce ARIA Sound Recordings obtained from legitimate and non-infringing sources.

2.7 No right to mix, remix or segue

You must not mix, remix or segue any ARIA Sound Recording without the prior written consent of the Licensor who owns or controls the relevant ARIA Sound Recording. You are responsible for obtaining any such consent directly from the Licensor.

2.8 No right to associate with any product or service

You must not affiliate, link or otherwise associate the ARIA Sound Recordings with any product or service supplied by you or any other person or entity, whether through advertising, sponsorship or otherwise.

2.9 Labelling of Programs

The Programs produced by you pursuant to this Agreement must be clearly labelled "*Reproduced under licence from ARIA. All rights reserved. No reproductions may be made without the express permission of ARIA or the copyright owners of these sound recordings*".

3. CHANGES TO LICENSORS AND LABELS

- (a) You acknowledge that from time to time during the Term, ARIA may from time to time, amend or vary:
 - (i) the list of Licensors;
 - (ii) the list of Labels; or
 - (iii) the list of Excluded Recordings, (**Variation**).
- (b) Any such Variation takes effect as and from the date on which it is posted on the ARIA Website.
- (c) You acknowledge and agree that:
 - (i) if the name of a Licensor is deleted, or the name of a Label is deleted, or an Excluded Recording is added, then the Licence for the ARIA Sound Recordings owned or controlled by that Licensor or released on that Label or that Excluded Recording (as the case may be) is withdrawn on and from the date of posting on the ARIA Website; and
 - (ii) if the name of a Licensor is added, or the name of a Label is added to or an Excluded Recording is removed, then the Licence extends to ARIA Sound Recordings owned or controlled by that Licensor or released on that Label or that Excluded Recording (as the case may be) on and from the date of posting on the ARIA Website.
- (d) If the Licence for an ARIA Sound Recording is withdrawn for any reason, you are not authorised under this Agreement to reproduce that ARIA Sound Recording after the date of withdrawal of the relevant Licensor and/or Label from the ARIA Website.

4. RESERVATION OF RIGHTS

- (a) All rights not expressly granted to you under this Agreement, including but not limited to public performance, broadcast or any other communication rights relating to the sound recordings or musical works embodied in the ARIA Sound Recordings are expressly reserved and you must obtain appropriate consents from the applicable copyright owners in relation to any exploitation of these rights.
- (b) You acknowledge and agree that ARIA may grant reproduction rights in the ARIA Sound Recordings to any third party. The grant of any rights in the ARIA Sound Recordings to a third party will not affect the terms of this Agreement.

- (c) You acknowledge that nothing in this Agreement constitutes a waiver of any moral rights in the ARIA Sound Recordings.

5. PAYMENTS

- (a) The Licence Fee payable is set out in Item 6 of the Agreement Details. The Licence Fee is payable upon execution of this Agreement and annually in accordance with the terms of the invoice provided to you.
- (b) During the first year of the Term, if you enter into the Agreement with ARIA mid billing cycle, the Licence Fee payable for the period that occurs between the Commencement Date and the next billing cycle will be calculated on a pro rata basis. Thereafter, the Licence Fee payable by you will be payable on an annual basis in accordance with the ARIA billing cycle.

6. RECORDS AND REPORTING

- (a) You must maintain records of:
 - (i) the total number of reproductions of ARIA Sound Recordings made and the date(s) upon which the reproductions were made; and
 - (ii) reproductions made by you of ARIA Sound Recordings made pursuant to this Agreement, including song title, artist, title of the recording from which the ARIA Sound Recording was copied, relevant Licensor and Label.
- (b) You must provide a Reporting Statement which consists of your records made under this clause in the format set out in the attached Schedule A within 21 days of the end of each of the Reporting Periods specified in Item 7 of the Agreement Details.

7. YOUR UNDERTAKINGS

You undertake to:

- (a) exploit the rights granted under this Agreement strictly in accordance with this Agreement;
- (b) obtain additional licences in accordance with this Agreement where required; and
- (c) notify ARIA of any infringements or violations in the Territory of any rights, including copyright, in the ARIA Sound Recordings and to use all reasonable endeavours to prevent any such infringements or violations in the Territory.

8. COPYRIGHT

You acknowledge and agree that:

- (a) copyright in the ARIA Sound Recordings remains at all times the property of the Licensors, subject to the rights granted to you under this Agreement; and
- (b) the rights granted to you under this Agreement by ARIA are those expressly set out in this Agreement and will be strictly construed.

9. CONFIDENTIALITY

A party may not disclose the provisions of this Agreement, the business of the other party, or any other confidential information to any person except:

- (a) after obtaining the written consent of the other party;
- (b) to its officers, employees and professional advisers; or

- (c) as required by an applicable law, after first consulting with the other party about the form and content of the disclosure, and must use its best endeavours to ensure that any disclosures permitted in accordance with this clause are kept confidential other than a disclosure to a recognised stock exchange.

10. TERMINATION

10.1 Either party may terminate this Agreement by 30 days written notice to the other party.

10.2 ARIA may terminate this licence immediately:

- (a) if you breach any of the terms or conditions of this Agreement, including the obligation to pay the licence fee and not remedying the breach after having been provided with a period of 7 days to do so.
- (b) upon the occurrence of any Event of Default the non-defaulting party may immediately terminate this Agreement by 14 (fourteen) days' notice in writing to the defaulting party.
- (c) if you cease to be a registered AMTA member.

10.3 Upon termination or expiration of this Agreement:

- (a) all rights and licences granted to you under this Agreement will cease, and you must not make any further use of the ARIA Sound Recordings;
- (b) you will remain liable for any Licence Fees owed but not yet paid to ARIA;
- (c) all moneys paid by you to ARIA in accordance with this Agreement will remain the property of ARIA; and
- (d) the Music Library and the Programs must be erased or destroyed upon the termination expiration of this Agreement. If requested by ARIA, you will provide ARIA with documentary evidence confirming the deletion or destruction within 7 days of ARIA's request.

10.4 Any termination of this Agreement will be without prejudice to any right of action vested in either party prior to such termination, and shall not bring to an end the obligations of confidentiality contained in this Agreement.

11. GOVERNING LAW

The laws of New South Wales govern this Agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and ARIA and no subsequent alterations, amendments or additions to it shall be binding on the parties unless contained in document signed by all parties.

13. JURISDICTION

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.

14. ASSIGNMENT

You may not assign this Agreement or otherwise transfer the benefit of this Agreement or a right or remedy under it. ARIA may assign its rights and obligations under this Agreement without your consent.

SCHEDULE A

REPORTING STATEMENT

To meet reporting requirements under this Agreement, ARIA requires a list of all reproductions of ARIA Sound Recordings in a Reporting Statement summarising track information and number of reproductions. Specific information required includes your CD reference, ARIA Sound Recording(s) reproduced, date(s) of reproduction, artist, Track title, Label (record label) and Licensor (record company). For example:

	Title Or Reference	Date ARIA Sound Recording Reproduced	Artist	Track Title	Record Label	Record Company	Number of Reproductions
1							
2							
3							
4							
5							
6							
7							