

Musinter standard terms & conditions

Scope of license

The Licensor is granting Musinter the right to adapt and sell items that have an intellectual property right associated with them and this right is limited to items that are owned by the licensee. In each instance of usage, the licensor will specify which images can be licensed by Musinter.

Termination of agreement

Either party can terminate this agreement with six months notice given in writing.

Length of the agreement

The agreement will continue indefinitely until terminated by either party.

Items not covered by this agreement

For the purposes of clarity, it is outlined here that this agreement does not cover the following:

- The right for Musinter to sub license any of the adaptations created as a result of this agreement
- Any consultancy or advisory services
- The delivery of items where the Licensor collects the money for the purchase of these items

Any activities in these areas will be covered by a separate agreement.

Payment terms

Musinter will calculate the monies due, based on monies received, to the Licensor at the end of each calendar month and will pay the Licensor thirty days after this date.

Reporting

Musinter will calculate the sales activity that relates to the Licensor at the end of each month and supply this information to the Licensor thirty days after this date.

Audit rights

Musinter will allow the Licensor reasonable access to files and documents that are necessary to establish proof of the accuracy of the payments to the Licensor.

Delivery of items

Musinter will be responsible for the delivery to the customer of items that have been bought via a Musinter sales outlet.

Support

Musinter will provide e-mail support to customers of items that have been bought via a Musinter sales outlet.

Items required from the Licensor

The Licensor shall provide copies to Musinter of any sounds or images that are necessary for the production and sale of deliverables in accordance with the terms and conditions of this Agreement at no cost to Musinter.

The Licensor shall provide all information that is relevant to the copyright of any supplied sounds or images to Musinter at the same time that these images are supplied to Musinter. This information shall include but not be limited to; a unique name for each sound or image supplied by the Licensor, the scope of the license associated with each sound and image, any information that is required by law in the country that the item is to be sold, any names of any copyright holders associated with the sound or image, and any marketing information that is required by the Licensor. If any required information is not given at the same time as the sound or image then Musinter will have the right to not accept the sound or image as a deliverable that has to be produced or sold by Musinter. Any additional information that is sent after the sound or image has been supplied by the Licensor will be added to the existing information at the discretion of Musinter.

Proof of ownership of intellectual property rights

It is the responsibility of the Licensor to determine the level of ownership that they have with each item that is supplied to Musinter for addition to our sales outlet.

Permission

The Licensor warrants that they have the right to give Musinter permission to adapt and sell the adaptation on behalf of the Licensor. If it transpires that the Licensor does not have the right to give this permission Musinter will have the right to terminate this agreement with immediate effect with respect to the items or areas concerned. The Licensor shall indemnify and hold Musinter harmless against any liabilities actually incurred by Musinter in respect of the use and making available by Musinter.

Adaptation of content

Any content that is adapted specifically for the purpose of selling via Musinter outlets will be dealt with in the following way:

- Any file that is an adaptation will only be used by Musinter with the consent of the owner of the original piece of work.
- Any file that has been adapted by Musinter will remain the property of Musinter unless any commercial arrangement has been made by the rights holder to obtain the rights
- Any file that has been adapted by Musinter can be used by Musinter as a commercial sample of our work and can be given to a potential customer without charge to that customer.

General

The Licensor shall be entitled to assign, dispose of, charge or transfer all of its rights and obligations under this Agreement

This Agreement shall be construed in accordance with English law and the High Court of Justice in England shall be the Court of Jurisdiction.