

## 2015-16 Recording Release Agreement

*This policy must be read and signed by all individuals (students, faculty, staff, alumni & outside community) who record at Manhattan School of Music.*

In consideration of having received permission to record at the Manhattan School of Music, I (we) \_\_\_\_\_ agree that, in the event that I (we) release, transmit, broadcast, sell or distribute a musical recording for promotional, premium or commercial purposes, now or at some future date, on CD, tape, record, film, music video, computer chip, television broadcast, radio broadcast, the World Wide Web or otherwise on the Internet, or in any other form now or later known or developed (collectively, "Media") which includes musical material recorded at the Manhattan School of Music, I (we) agree to abide by the following policies:

### Copyright Considerations:

1. To obtain mechanical and/or synchronization licenses for all compositions which are under U.S. Copyright Protection or any copyright protection recognized under the Berne Convention, the Universal Copyright Convention or other international agreement to which the United States is a party (collectively "Copyright Protection").
2. If applicable, to obtain mechanical and/or synchronization licenses to release an arrangement of a composition that is under Copyright Protection.
3. If applicable, to obtain written permission from the composer and/or lyricist to release an unpublished composition.
4. If applicable, to obtain a performance license from the appropriate performing rights organization (e.g., ASCAP, BMI, SESAC) or other appropriate grantor of such license.

### Graphic Documentation:

5. Not to use, or permit the use of, Manhattan School of Music's name or logo on or in connection with any Media, including without limitation on the front or back cover of any Media, in liner notes, on discs, or, in the case of Media not embodied in a tangible form, such as a World Wide Web site, any other means by which such Media may be displayed, including musical material recorded, in whole or in part, at the Manhattan School of Music (other than in compliance with Section 6 of this Agreement) without first having obtained advance, written permission and authorization from the Dean of Faculty & Performance of the Manhattan School of Music. Failure to obtain such permission will result in a penalty charge of not less than \$500.00. Any approval of the use of the Manhattan School of Music's name or logo, if granted, is and shall be expressly subject to the advance review and approval by the Manhattan School of Music of all graphic material that incorporates or is associated with the use of the Manhattan School of Music's name or logo.
6. To credit the Manhattan School of Music, Charles Myers Recording Studio, and/or any Recording Studio Personnel who are directly involved in my (our) recording project in the jacket liner notes or other credit materials for such Media. Language for text credit shall be determined in consultation with the Director of Recording, Manhattan School of Music, as per the specifics of the particular usage. For Internet usage, a link to the school's website, [www.msmnyc.edu](http://www.msmnyc.edu) should be included, if feasible. Failure to credit shall result in a penalty charge of not less than \$500.00.

### Performance Release Agreements:

7. To secure performance release agreement(s) from all musicians performing on my (our) recording project.

I (We) understand that the penalties for noncompliance provided for in paragraphs 5 and 6 above are not intended to, and shall not, be deemed to limit in any way the remedies available to Manhattan School of Music for any breach of this Recording Release Agreement.

I (We) understand and agree that I (we) will not hold the Manhattan School of Music responsible for any infractions of U.S. Copyright Laws, the Berne Convention, the Universal Copyright Convention or other international agreements to which the United States is a party ("Copyright Laws"), pertaining or otherwise in connection with the distribution, marketing, sale, broadcast, downloading, streaming, transmittal or export of Media containing musical material recorded at the Manhattan School of Music, and that I (we) will defend, save and hold harmless the Manhattan School of Music against any liability, loss, damage, cost or expense (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by reason of any infraction or threatened infraction of Copyright Laws or otherwise in connection with the distribution, marketing, sale, broadcast, downloading, streaming, transmittal or export of Media containing musical material recorded at the Manhattan School of Music.

This Release is made in accordance with the laws of the State of New York, and shall be binding and inure to the benefit of our respective heirs, executors, administrators, successors and assigns.

Please sign and date this Recording Release Agreement, return to the Department of Recording and Distance Learning, Manhattan School of Music, and retain a copy for your files.

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NAME (please print)

DATE

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SIGNATURE