Collaboration Agreement Deal Memo

Date: Month Day, 20XX effective as from [approximate date of first collaborative action]

Collaborators:

1 Party 1 (“P1”) street address, ZIP Code

2 Party 2 (“P2”), individually and doing business as Company 1 Music (“Company 1”), street address, ZIP Code

Recitals:

A P1 wrote the novel “Name XYZ” (the “Novel”).

B P2 is an established composer of operas and other classical music works.

C P1 and P2 have decided to collaborate creation of an opera entitled “Name XYZ” (the “Opera”) which will based on the Novel, and for which P2 will write music and P1 will write the libretto.

D The Grand Opera House (the “GOH”) has undertaken to produce the premiere production of the Opera in CITY, STATE in Month 20XX under the terms and conditions of an agreement (the “Production Agreement”) presently under negotiation between P2 and the GOH.

THEREFORE, P1 and P2 have agreed to the following terms:

1 P1 will contribute such rights in the Novel as are necessary to create and exploit the Opera in all media throughout the universe in perpetuity. All other rights in the Novel shall be reserved to P1 or her licensees for her or their unrestricted use.

2 P1 and P2 will collaborate throughout the process of creating the Opera. All artistic judgments as to the Opera will be made by mutual consultation. The parties shall agree upon a delivery schedule that is acceptable to the GOH and will be incorporated in the Production Agreement.

3 Copyright in the Opera will be owned jointly by P1 and P2. Company 1 will administer the copyright in and exploit the Opera subject to the terms of this agreement.

4 All income earned from the exploitation of the Opera will be collected by Company 1 and distributed 40% to P1 and 60% to P2, except that

(a) in the case of fees for the reproduction of the libretto in a use that does not involve a use of the music, such fees will be paid 100% to P1;

(b) in the case of sheet music rental fees, such fees will be paid 100% to P2; and

(c) in the case of non-dramatic public performing rights that are licensed through ASCAP, P2 as a member of ASCAP will collect his share directly, and P1 will become a member of ASCAP and collect her share directly.

(d) If an opera company pays a unitary fee covering both grand performing rights and rentals, 66.67% of such fee will be considered the grand rights performing fee and 33.33% will be considered the rental fee.

(e) Company 1 shall account and pay to P1 within sixty (60) days following June 30 and December 31 of each year for all income received in respect of the Opera within the immediately-preceding half-year period. Company 1 shall provide a statement of income received showing source and gross amount with each such payment. Company 1 will provide copies of source documentation to P1 upon her request. Company 1 shall not be required to send a statement for any half-year period for which no income is received.

(f) Notwithstanding anything to the contrary in this paragraph 4, P1 and P2 hereby declare that, in consideration of her outstanding services as Executive Producer of this project, Jane Doe shall receive 10% of the gross income from the exploitation of the Opera for uses occurring during a period beginning on the date of the premiere production by the GOH and ending on December 31, 2018, and P1 and P2 hereby authorize Company 1 to deduct and pay to Jane Doe such amounts in each accounting during that period.

5 Company 1 shall require any performing organization or other user of the Opera to accord credit as follows:

Name XYZ

Music by Party 2

Libretto by Party 1, based on her novel

Such credit shall be required on all programs, posters, advertising, publicity and promotion materials, and in audio or audio-visual recordings and any containers for copies of such recordings sold to the public, printed orchestral and piano-vocal scores, and all other iterations of the Opera offered for sale to the public. Any inadvertent failure of a licensee to accord such credit shall not constitute a breach of this agreement, but Company 1 shall use reasonable commercial efforts to cure such failure prospectively.

6 In the event one collaborator becomes unable to continue with the project prior to the completion of the Opera, the other collaborator shall have the right to continue the project with a replacement that is reasonably acceptable to the GOH. Any share of income payable to the replacement collaborator shall not exceed that proportion of 50% of the share due to the unavailable collaborator that corresponds to the amount of the opera completed by the replacement collaborator. By way of example, if P2 became unavailable to complete any part of Act II of the Opera, P1 would have the right to engage a replacement collaborator reasonably acceptable to the GOH, and to award that collaborator a royalty share of 15%, being 50% (for completing half of the opera) times 50% of 60% (being P2’s royalty share).

7 P1 shall use her best efforts to make herself available to attend rehearsals for, and publicity events relating to, the premiere as requested by the GOH, subject to her prior professional and personal commitments.

8 Each of P1 and P2 represents and warrants to the other than the material contributed by that party to the Opera is their original creation or that they have acquired all rights necessary to use that material in the Opera for all purposes under this agreement, so that such contribution shall not infringe any right of any third party under any circumstances. Each hereby indemnified the other against any and all damage, loss or expense (including reasonable attorneys’ fees and disbursements) arising from any claim that the foregoing representations and warranties are not accurate in all respects.

9 It is understood that the participation of P1 and P2 in the creation of the Opera is of the essence of this agreement and of the GOH Production Agreement. Therefore, neither P1 nor P2 may assign any of their duties or obligations to be performed in connection with the creation of the Opera.

10 If P2 appoints a third-party publisher to administer the Company 1 Music catalog, or if P2 sells the Company 1 Music catalog to a third-party music publisher, Company 1 shall cause such publisher to undertake the obligations to P1 set out in this agreement, it being understood that such publisher’s share of income for the Opera will be deducted “off the top” before calculating the shares due to P2 and P1 under this paragraph 4.

While the parties may wish to enter into a more formal agreement, until such time, this deal memo shall constitute an agreement that is fully enforceable under the laws of the State of New York, and is binding on both parties’ respective heirs and successors.

IN WITNESS WHEREOF, the parties have signed this agreement effective as of the date first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Party 1 Party 2

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Security No. Social Security No.