***[PRINT 1st PAGE ON PRODUCTION COMPANY LETTERHEAD AND DELETE THIS INSTRUCTION]***

COMPOSER AGREEMENT

 This agreement (“Agreement”) is effective as of **[INSERT DATE]** by and between **[INSERT PRODUCTION PRODUCER NAME]** with a principal office located at **[INSERT PRODUCTION PRODUCER ADDRESS]**, (“Producer”) its licensees and assigns, and **[INSERT COMPOSER NAME]**, with a principal office located at **[INSERT COMPOSER ADDRESS]** (“Composer”), in connection with the services of Composer to compose original music for inclusion, at Producer’s sole discretion, in the soundtrack of the Discovery, Inc. audiovisual production titled,”**[TITLE]**” (“Program”). The terms are as follows:

 1. SERVICES:

 a. Composer hereby agrees to compose, orchestrate, arrange, produce, conduct, record and deliver such original music (“Music”) as required by Producer in accordance with Producer’s production requirements and schedule (“Services”). Composer agrees to perform all Services in a first-class professional manner and subject at all times to the instructions and directions of Producer.

 b. For all Services, Composer shall deliver to Producer the following items, as required by Producer, over the period commencing on **[INSERT DATE]** through, but not later than **[INSERT FINAL DELIVERY DATE]** (subject to such shorter delivery period as may be dictated by Producer): (i) accurate and complete cue sheet information; and (ii) master recordings of the recorded Music sufficient for use (in Producer's sole discretion) in the Program (hereinafter individually and collectively referred to as the “Masters”). All final master music files and this Agreement must be delivered to the Discovery Music Services team. Contact (Jamie\_Shoemaker@Discovery.com) Jamie Shoemaker to arrange final delivery of all Discovery owned music assets.

 c. Composer’s specific Services are as follows: (i) The Music will be performed using electronic orchestration and /or other acoustic instrumentation / live musicians. (ii) Composer shall render in a conscientious manner and to the best of Composer’s ability all services customarily performed in the television industry by a Composer, Producer, conductor and arranger, and Composer agrees to comply with Producer or Producer’s designee’s instructions and regulations in all matters, including artistic taste and judgment.  (iii)  In the event that any Services performed by Composers hereunder are unacceptable to Producer in Producer’s sole but reasonable discretion, Composer shall revise or redo such Services to Producer’s satisfaction at no additional cost to Producer (iv) Composer identifies (on the annexed Schedule “A”) all parties (with their full legal name and PRO affiliation) who contributed to the composition of the Music (“Composer’s Writers”).

 2. RIGHTS: Composer hereby acknowledges and agrees that:

 a. All literary or other material contributed or furnished by Composer (including, without limitation, the Music and contributions thereto by the Composer’s Writers) and all of the results and proceeds of Composer’s Services hereunder (hereinafter sometimes collectively referred to as the “Material”) in connection with the Library, was and/or will be solely created by Composer as a “work-made-for-hire” specially ordered by Producer pursuant to Section 201 of the United States Copyright Act of 1976 and all similar laws of jurisdiction, with Producer being deemed the sole author and owner thereof for all purposes, with the fullest possible rights in perpetuity and throughout the Universe (“Territory”) to use, license and/or exploit the Material and any and all rights therein (including the rights to reproduce, synchronize and publicly perform the Music) without limitation, in the development, production, exploitation, distribution, marketing, advertising, promotion and publicity of the Program or otherwise and by any manner, device and means, in any and all media now known or hereafter devised, throughout the universe, in perpetuity; it being understood that in the event any of the Material is determined not to be a “work-made-for-hire,” all right, title and interest in the Material is hereby deemed to have been irrevocably granted, assigned and transferred by this Agreement to Producer, its successors and assigns, in perpetuity, with all now known or hereafter existing rights of every kind and nature in the Material and all rights therein throughout the Territory, with the perpetual right to use and/or exploit such Material in any way, in any and all media now known or hereafter devised.

 b. Consistent with the foregoing, and as the copyright owner of Material, Producer shall have exclusive and perpetual administration rights throughout the Territory in respect of the Music and may, in its sole discretion, make changes, adaptations, dramatizations, translations, editing and arrangements of the Music, or any part thereof and/or license such rights, and Producer shall have the right to copyright any such versions in its own name and retain all rights therein, whether now known or hereafter devised, throughout the Territory, for the full term of copyright protection therein (renewals and extensions thereof), and Producer may cause the title to be changed. Composer hereby waives all rights of “Droit Moral” and/or so called “moral rights of authors” or any similar rights or principles of law that Composer may now or later have in the Material.

3. COMPENSATION: Upon the condition that Composer shall fully perform all Services and obligations required to be performed by Composer hereunder, and provided further that Composer is not in default of any of the terms or obligations hereunder, Producer agrees to pay to Composer, as full and complete consideration for such Services and for all rights granted to Producer hereunder, an “all-in” fee in the amount of **[INSERT AMOUNT]** United States Dollars (US$ ) (“Fee”), payable as follows: **[INSERT PAYMENT TERMS].** The Fee will include any and all costs, fees and expenses incurred for or in connection with the creation and production of, and the acquisition of rights in, the Music and the Masters (including, without limitation, all recording costs, synchronization fees, union or guild payments to be paid, if any, to Composer and all musicians, and other individuals rendering services for the Music and/or Masters, and all applicable pension, health and welfare fund contributions, if any, all musicians’ fees, orchestration costs and arrangers’ costs). Composer shall be solely responsible for any costs incurred in connection with the Music and the Masters in excess of the Fee.

 4. NO OBLIGATION TO USE COMPOSER’S SERVICES: Producer shall be under no obligation to actually use Composer’s Services, to use any of the Music, or to otherwise exercise any of the rights granted to Producer hereunder. Notwithstanding the foregoing, provided Composer fully performs all Services required hereunder to the extent required by Producer, and provided Composer is not in breach of this Agreement, Producer shall pay Composer the entire compensation set forth in Paragraph 3 above for any Services actually rendered.

 5. PUBLIC PERFORMANCE ROYALTIES: Composer acknowledges and agrees that Producer owns the public performance rights associated with the Music and shall not be required, directly or indirectly (through any performing rights organization [“PRO”] of which Composer may be a member or affiliate), to pay any additional fees or royalties to the Composer or any other person or entity for the public performance of the Music, including in connection with any exhibitions or transmissions of the Program made by Producer or any companies affiliated with Producer. Producer and Composer acknowledge, however, that the Program may in the future be transmitted by third party entities which license the right to transmit the Program from Producer, which third parties may have licenses with PROs covering said third parties’ public performances of the Program. To the extent, if at all, in such circumstances or otherwise, the PRO with which Composer is (or may in the future become) affiliated makes any royalty distributions associated with public performances of the Music, Composer retains the right to receive, if any, the ‘writer’s share’ of such royalties. Composer agrees to look solely to such PRO for such royalties and waives any claim against Producer for any such royalties. For the avoidance of doubt, in the event (i) the Music is publicly performed (or made available for performance) by any entity engaged in the exhibition or other transmission of programming by any means of delivery and on any and all platforms (each a “Downstream Program Distributor”), and (ii) said Downstream Program Distributor is not licensed for such performance of the Music (through licenses with PROs or otherwise), then the Music is hereby deemed to have been directly licensed to the Producer and Composer acknowledges and agrees that Composer will receive no public performing rights royalties for such Downstream Program Distributor performances.

6. PUBLICITY: Producer shall have the right to issue and authorize others to issue publicity concerning Composer, and the right to use Composer’s name, likeness and biographical information in connection with the distribution, exhibition, advertising, publicity, promotion and exploitation of the Program, Music or otherwise. Composer shall not directly or indirectly issue or permit the issuance of any publicity, grant any interviews or make any statements concerning Composer’s Services under this Agreement without Producer’s prior written consent in each instance.

 7. INDEPENDENT CONTRACTOR: Composer acknowledges and agrees that Composer is an independent contractor and not employee or agent of Producer for any purpose, including all tax obligations.

***[THE NEXT PARAGRAPH HAS 2 OPTIONS – SELECT THE OPTION APPLIES AND DELETE THIS INSTRUCTION AND ALL BOLD, BRACKETS]***

**[8. CREDIT:**

 **a. Upon the condition that Composer shall fully perform all of the Services and obligations required to be performed by Composer hereunder, that Composer is not in default of any of the terms or obligations hereunder, that Producer has not engaged the services of any other composer with respect to the Program, that the Masters, as delivered to Producer, are substantially embodied in the Program, and upon use of the music by Composer as initially exhibited, Composer will receive credit on the Program, substantially as follows: “MUSIC BY [NAME]”.**

**(b) All other matters with respect to Composer’s credit shall be determined by Producer in its sole discretion. Any casual or inadvertent failure to comply with the foregoing credit requirements shall not constitute a breach by Producer and in no event shall Composer be entitled to injunctive or other equitable relief as a consequence of any breach by Producer thereof.**

**OR**

 **8. [Intentionally deleted]**

9. WARRANTIES: Composer hereby warrants, represents and covenants that:

a. Composer has the right, power and authority to make and enter into and fully perform this Agreement and provide the Services required hereunder and to grant to Producer all of the rights herein granted, that Composer is not subject to any obligation or disability which will or might prevent Composer from fully keeping and performing all of the covenants and conditions to be kept or performed by Composer hereunder, and that Composer has not made, nor will make any grant, assignment, commitment or do or permit any act which will or might interfere with or impair the full and complete enjoyment of the rights granted and the Services to be rendered for Producer hereunder;

b. Any and all material written or furnished by Composer hereunder is or will be original with Composer, shall not have been exploited in any manner or medium (or shall be in the public domain) throughout the universe, and shall not infringe upon or violate the right of privacy of, or constitute a libel, slander or unfair competition against, or violate any common law right, copyright or any other right of any person or entity and all performers included in the Masters shall have been paid in full and released all rights therein;

c. There are no liens, claims or encumbrances which might conflict with or otherwise affect any of the provisions of this Agreement or the Producer’s promotion or exploitation of the Program (and all rights therein) in any and all media now known or hereafter devised, throughout the universe, in perpetuity;

d. This is a non-union agreement. The parties acknowledge and agree that this Agreement and Composer’s Services hereunder are not subject to the terms of any collective bargaining agreement. Composer acknowledges that Producer is not a signatory to any collective bargaining agreement covering Composer’s Services hereunder.

e. Composer shall be solely responsible for obtaining any and all required licenses, permissions, fees, compensation and consents from third parties (as well as from the Composer’s Writers) that may be required in connection with Producer’s exercise of the rights granted to Producer hereunder.

 10. INDEMNITY: Composer shall at all times defend and indemnify Producer and Producer’s employees, officers, agents, designees, successors, licensees and assigns, from any and all claims, damages, or other liabilities, (including, without limitation, reasonable counsel fees and disbursements) arising out of any breach or alleged breach by Composer of this Agreement. If it so elects, Producer shall have the right, at its sole cost, to engage its own counsel in connection with such claim or may assume defense on its own behalf in the event Composer fails to adequately defend. The obligations under this paragraph shall survive the termination or expiration of this Agreement.

 11. RIGHTS AND REMEDIES: In the event of any breach or alleged breach by Producer hereunder, Composer’s rights shall be limited to an action at law for money damages, if any actually suffered. In no event shall Composer be entitled to terminate or rescind this Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the materials or the Program or any rights therein.

 12. PAYOLA / PLUGOLA: Composer will not give or agree to give anyone directly and/or indirectly associated with the Program anything of value in exchange for Composer’s engagement in the Program. Composer will not accept any money, services or other valuable consideration, other than Composer’s compensation hereunder, for the inclusion of any matter in the Program or for the endorsement of any Producer, product or service in the Program.

 13. TERMINATION: Producer shall have the right to terminate this Agreement at Producer’s sole election effective immediately upon notice to Composer at any time. Upon termination, Composer shall be compensated for all Services performed and all Material actually delivered to Producer of the date of termination. In the event of termination of this Agreement, Producer, for the avoidance of doubt, shall be the sole owner of all Material created by Composer as of the date of such termination and Composer will immediately deliver all Material to Producer.

14. ASSIGNMENT: Producer shall have the right, at any time, to assign or otherwise transfer this Agreement, in whole or in part, or any or all of Producer’s rights or obligations hereunder to any third party. This Agreement may not be assigned, transferred or encumbered by Composer, in whole or in part, by operation of law or otherwise, without Producer’s prior written consent, and any such assignment without Producer’s consent will be deemed ineffective.

15. CONFIDENTIALITY: This Agreement and its terms are completely confidential between the parties and shall not be disclosed to any third party absent the prior written consent of the other party, except that either party may disclose the existence of this agreement and any non-financial terms thereof to third parties solely on a need-to-know basis as may be necessary to fulfill its business requirements. Notwithstanding the foregoing, either party may disclose this License or its terms if compelled to do so pursuant to applicable law or regulation, or pursuant to compulsion of proper judicial or other legal process; provided, however, that the disclosing party shall provide prompt notice of the same prior to such required disclosure so that the other party may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such confidential information.

16. ATTORNEY-IN-FACT: Composer agrees to execute any documents and to do any other acts as may be required by Producer or its assignees or licensees to further evidence or effectuate Producer’s rights hereunder. Upon Composer’s failure to promptly do so within five (5) business days following Composer’s receipt of Producer’s request, Composer hereby appoints Producer as his attorney‑in‑fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation.

 17. NOTICES: Any notice either party may desire or is required to give hereunder shall be in writing by registered or certified mail or by Federal Express (in all cases, all charges prepaid) to the respective address as first detailed herein.

 18. MISCELLANEOUS:

 a. If Producer is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war or any similar event beyond Producer’s reasonable control (“Event of Force Majeure”), failure to perform shall not be deemed a breach of or default under this Agreement and Producer shall be liable to the other therefore. Producer shall have the right to suspend this Agreement during an Event of Force Majeure and shall have the right, but not the obligation, to extend this Agreement by the length of any such suspension. Producer may terminate this Agreement in an Event of Force Majeure without further liability to Composer, except for appropriate payment or adjustment with respect to any of Composer’s Services satisfactorily completed prior to such termination.

 b. No failure or delay in exercising any right or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right or privilege.

 c. If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner, which shall render it valid and enforceable.

 d. This Agreement and any disputes related thereto shall be governed by applicable federal law and by the laws of the State of Tennessee applicable to contracts entered into and to be wholly performed therein without regard to principles of conflict of laws. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the state courts of the State of Tennessee.

 e. Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

f. This Agreement constitutes the entire agreement between the parties with respect to the within subject matter and supersedes and replaces any previous document, correspondence, conversation or other written or oral understanding relating to the subject matter of this Agreement.

g. This Agreement may not be modified, waived or amended, except by a written instrument signed by Composer and Producer.

h. No waiver by either party hereto of any breach by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior to or subsequent) of the same or any other term, covenant or condition of this or any other Agreement.

i. This Agreement, and all rights and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal representatives, designees, successors, licensees and assigns.

j. Nothing contained in this Agreement shall be construed to create a partnership or joint venture by or between Producer and Composer or make either the agent of the other.

 k. If a guild or union collective bargaining agreement is ever deemed to be applicable to the terms hereof, Producer shall have the right to apply all compensation paid to Composer under this Agreement as a credit against any and all amounts which may be required under such collective bargaining agreement to be paid to Composer for Composer’s Services, the results and proceeds thereof, and for any other reason whatsoever. If, pursuant to such collective bargaining agreement, Composer is entitled to any payment in addition to or greater than those set forth herein, then any such additional or greater payment made by Producer shall, except to the extent expressly prohibited by such collective bargaining agreement, be considered as an advance against and deducted from any such sum which may subsequently become payable to Composer hereunder.

 l. Neither party will be deemed in breach of this Agreement unless the other party gives notice in writing to the allegedly breaching party and the notified party fails to cure such breach within ten (10) days after receiving such notice.

 m. This Agreement may be executed in counterparts, each of which shall be deemed an original, and as executed shall constitute one agreement, binding on all parties even though all parties did not sign the same counterpart. Facsimile signatures shall be deemed originals for all purposes

If the foregoing accurately reflects your understanding of the terms and conditions of our agreement, please so indicate by signing the enclosed duplicate original where indicated and returning it to Producer.

Very truly yours,

 [INSERT PRODUCTION COMPANY NAME]

By:

Print Name:

Title:

AGREED TO AND ACCEPTED:

[INSERT COMPOSER’S NAME]

By:

Social Security #:

Performing Rights Society:

 SCHEDULE “A”

FULL LEGAL NAME OF COMPOSER/AUTHOR PERFORMING RIGHTS ORGANZATION (PRO)