

# Japanese Television Commercial – Application for Waiver of Administration for specially commissioned music



**To:**  
**41 Streatham High Road**  
**London**  
**SW16 1ER**

**Email: [InternationalAsia@prsformusic.com](mailto:InternationalAsia@prsformusic.com)**

Work Title:	
Composer(s)/Author(s):	
Original Publisher:	
PRS Work identification No:	
Advertiser:	
Advertising Agency/Sponsor:	
Product subject to advertisement:	
Commercial Title:	
Period used in advertisement: From (yyyy/mm/dd) To (yyyy/mm/dd)	

Please ensure that you have read the terms and conditions below of this agreement.

I/We hereby give notice that I/we have been commissioned by the Advertising Agency named in the Schedule to this letter ("the Agency") to compose the musical work identified therein ("the Work") expressly for the purpose of recording such Work onto the soundtrack of one or more commercial advertisement films ("Commercial") and thereafter broadcasting the Work on television from and within Japan in conjunction with such Commercial as part of and for the duration of the broadcast advertising campaign referred to in the Schedule ("the Broadcasting Campaign").

It is a condition of the commission that I/we agree the royalty payable in consideration of the licence to broadcast the Work as part of the Commercial for the purposes of the Broadcasting Campaign ("the Broadcasting Campaign Royalty") directly with the Advertising Agency. Accordingly, I/we hereby request that for (and only for) such purposes, PRS –

- (a) appoint me/us as its agent; and
- (b) in consideration of the representation and agreement set out in paragraphs (1) and (2) below, undertake not to seek any additional consideration from such Agency whether directly or through its affiliate JASRAC in respect of the broadcast of the Work in the Commercial as part of the Broadcasting Campaign.

In making this application I/we:

(1) hereby warrant and represent to the Society that –

- (a) I am/we are the only writer(s) of the Work;
- (b) I have full power and authority to make this application;
- (c) the Work has been commissioned primarily and specifically for the purposes of broadcast in conjunction with the Commercial as part of the Broadcasting Campaign;
- (d) neither the Commercial or the Broadcasting Campaign in so far as they include the Work is intended for broadcast or transmission by other means outside of Japan; or to the extent that it is or may be intended for such broadcast or transmission, no part of the Broadcasting Campaign Royalty is or shall be attributable thereto;
- (e) (save only to the extent permitted by the terms of any agency created pursuant to this application), nothing in the commissioning agreement shall operate or be construed as operating so as to waive, transfer or otherwise alienate the whole or any part of the performing right in the Work, including but not limited to the right to broadcast the Work in Japan and that the rights of PRS and its non-exclusive licensee for the time being in Japan (JASRAC) shall otherwise be reserved;

(2) acknowledge and agree:

- (a) that the performing right in the Work having been assigned by me/us to PRS, PRS is and, unless and until it ceases to control such right under its Articles of Association from time to time in force, shall be vested with ownership of that right in Japan, including, for the avoidance of doubt, the right to broadcast the Work in Japan as part of the Broadcasting Campaign;
- (b) that on appointing me as its agent, PRS shall have no obligation to me/us or my/our respective publisher in respect of any broadcast of the Work in the Commercial as part of Broadcasting Campaign, including, but not limited to the collection of any the Broadcasting Campaign Royalty or the distribution of any fees relating to thereto;

(c) if requested to do so by the Society, to send to the Society a copy of the commissioning agreement;

(d) to indemnify PRS on demand against all costs actions proceedings claims or demands against it and all costs (including legal costs on an indemnity basis) damages and expenses that PRS may incur:

(i) as a result of a breach of any warranty referred to in clause 1 (a) to (e) above or undertaking referred to in clause 2(c);

(ii) arising out of any valid third party claim either that PRS is not entitled to appoint me/us as its agent on the terms set out in the application or that the Work or the broadcast thereof in the Commercial as part of the Broadcasting Campaign infringes the copyright in any other work any nature;

(e) the provisions of this paragraph and paragraphs 2(c) and 2(d)(i)-(ii) shall survive the expiry of the period of the Broadcasting Campaign.

Publisher:

CAE/IPI No:

Date:

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Writer:

CAE/IPI No:

Date:

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