

NOTES TO COMPLETE SYNCHRONISATION AGREEMENT

Other than completing the Schedule, no changes should be made to the terms and conditions of this release without further legal advice

This Release should be used for pre-existing music which you are licensing to include in the Film through the composer, and where the recording of the music may be owned by a third party, e.g. the record label. It is to be used where you are not taking copyright, and the composer is retaining the right to license it to third parties.

Date

17/05/2021

Producer

Sarah Ghassali
6 Ezard Close, Berwick 2806
ABN: 97 459 184 827

Composer and Owner

Yousef Kekhia

Fee

No fee.

Film

"La Tansouna," a six-minute short film.

Subject Matter of Film

Nour, a newly-arrived refugee seeks asylum in Australia, escaping persecution to live his life freely on safer lands, however, his story comes to an abrupt halt when it is revealed that he has been detained in indefinite detention for more than 5 years.

Music

"Hal Ard Lamin?" Single Version, and "Hal Ard Lamin?" Instrumental if available. Duration: 6 mins 19 seconds.

Duration

Entire song.

Territory

Worldwide.

Term

In perpetuity.

Media

Television – all forms including without limitation digital, analogue, free to air, pay TV

DISCLAIMER: This is a Student Agreement. Swinburne University of Technology is not a party to this Agreement.
Video/DVD

Non-theatrical including without limitation hotel/motel, airline/shipping, educational

Theatrical including without limitation festivals and markets

On-line and mobile provided that the Music may not be downloaded separately from the Film

Trailers – in-context and out of context



Credit

Set out details of the Credit, usually in the form:

"Hal Ard Lamin?"
Written/composed by Yousef Kekhia
Published by Yousef Kekhia
Performed by Yousef Kekhia
Courtesy of Yousef Kekhia

Special Conditions

Not applicable.

Synchronisation License

Dated: 17/5/2021

Parties: Sarah Ghassali

And

Yousef Kekhia

1. In consideration of the Producer's full compliance with all the terms of this agreement, including payment of the Fee, and for other good and valuable consideration the receipt and adequacy of which is acknowledged, the Composer, and where ownership of the Recording is not the Composer, the Owner, hereby grants the Producer during the Term in the Territory an irrevocable non-exclusive license to embody the Music and the recording of the Music ("the Recording"), as applicable, in the Film, the Subject Matter of which has been explained, up to the Duration, solely for exploitation in the Media, subject to any prior rights vested in the Australian Performing Rights Association Ltd. ("APRA") and its affiliated performing rights societies throughout the world. All terms are as defined in the Schedule.

The Composer, and where applicable the Owner, retains all rights not specifically granted to the Producer in this Agreement.

2. The Producer agrees to prepare, and lodge with APRA, an accurate music cue sheet for the Film.
3. If the Music or Recording, or any part of it is incorporated in the Film, the Producer shall ensure that a credit appears in the screen credits of the Film substantially in the form set out in the Schedule Provided that no casual or inadvertent failure to comply with the provisions of this clause shall constitute a breach of this Agreement.
4. The Composer, and where applicable the Owner, warrants and represents that the Composer, and where applicable the Owner, has the right to enter this agreement and grant the Producer the rights granted, that no other consents are required for the Producer to use the Recording or Music in the Film and that the

use of the Music and Recording shall not violate any law or infringe upon or violate the rights of any other person or entity.

- 5. Each party shall indemnify and hold the other harmless against any and all claims, damages, liabilities, costs and expenses payable by the first party, including attorney's fees, as a result of, arising out of, or connected with any breach of that party's representatives, warranties or agreements.
- 6. This license is subject to the laws and jurisdiction of the State of Victoria. Any notices shall be sent to the address specified above. The Producer may assign or sub-licence the benefit of this Agreement. This agreement cannot be changed except in writing by each Party.

SIGNED by THE PRODUCER in the presence of:

) *sarahghassali*

Film Producer

Natasha Koutoufides

(PLEASE PRINT)

Witness

(Name of Witness)

SIGNED by THE OWNER in the presence of:

) 

Witness

Name of Witness

(PLEASE PRINT)



SCHEDULE

Date	17/5/2021
Producer	Sarah Ghassali
Composer	Yousef Kekhia
Owner	Yousef Kekhia
Fee	No fee
Film	<i>La Tansouna</i>
Subject Matter	Nour, a newly-arrived refugee seeks asylum in Australia, escaping persecution to live his life freely on safer lands, however, his story comes to an abrupt halt when it is revealed that he has been detained in indefinite detention for more than 5 years.
Music	"Hal Ard Lamin?" single version and "Hal Ard Lamin?" Instrumental if available.
Duration	Entire Duration
Territory	Worldwide
Term	In perpetuity
Media	All Media.
Credit	No casual or inadvertent failure to provide the credit shall constitute a breach of this Agreement, provided however, that should the Producer receive notice that there is a breach of this clause, then the Producer shall, within a reasonable time after receiving notice of the breach, remedy such breach if the breach is capable of being remedied (but without any obligation to incur costs in doing so)
Special Conditions	Not applicable.