



Collaboration Agreement

This Collaboration Agreement (“Agreement”) is entered into between bds-Covered, with its principal place of business at 4196 Miley Lane, Hahira, Georgia, 31632 (the “Company”) and
(name) _____ (the “Party”)
(name) _____ (the “Party”)
(name) _____ (the “Party”)
(name) _____ (the “Party”).

1. Collaboration on Authorship

The parties to this Agreement agree to collaborate in the following Work(s):

The parties shall also fully and completely cooperate with regard to the promotion and exploitation of the Work(s) and all ancillary, subsidiary, related and allied rights (the “Ancillary Rights”).

2. Copyright Ownership

The copyright in the Work(s) shall be secured and held in the names of the parties hereto, with music writing credit and songwriter credit being listed and divided as follows:

Music by: _____ percent (_____ %)
Music by: _____ percent (_____ %)
Lyrics by: _____ percent (_____ %)
Lyrics by: _____ percent (_____ %)

Each party agrees to keep the other fully apprised of all matters regarding the exploitation of the Work(s) and the Ancillary Rights, including but not limited to, offers, negotiations and communications from interested third parties regarding the purchase or lease of production rights in the Work(s).

In the Event that a trade or service mark is generated or otherwise developed from the Work(s) or the Ancillary Rights, the parties shall be co-owners of such trade or service marks.

3. Responsibilities of Each Party

Each party shall perform and fulfill, promptly, actively and on time, all of its obligations under the Agreement.

Each party will contribute to the efficient flow of information and access to relevant data according to the agreed access rights and confidentiality rules to ensure the efficient execution of this Agreement.

Each party shall inform other parties in the project of relevant communications it receives from third parties in relation to the project.

Responsibilities of the Work(s) are as follows:

4. Individual Acts

Any contract that in any way effects the rights to the Work(s) must be signed by all parties of this Agreement. Any party may grant a power of attorney to another party for this purpose.

5. Agents

The parties will agree on the selection of the agent (the “Agent”), if any, who will exclusively represent the parties regarding production and exploitation of the Work(s) and the Ancillary Rights pursuant to a written agreement (the “Agent Agreement”).

In the event that the parties are unable to select an agent within a reasonable period of time, each party shall be permitted to negotiate regarding the exploitation of the Work(s) and the Ancillary Rights, but such party will not be entitled to charge or receive any agency fee or commission unless the party is an Agent of bds-Covered.

6. Changes in Completed Work(s)

With the exception of the Company, no party will have the right to make any change in the completed Work(s) without the written consent of the other parties, which consent will not be unreasonably withheld by any party.

7. Production Agreements

All contracts concerning rights in the Work(s), including the Ancillary Rights, will be in multiples, and each party of this Agreement will receive a copy thereof. No party will enter into any agreement concerning the rights to the completed Work(s) unless that agreement provides that all sums due to each party under the Agreement will be paid directly to that party or as provided in the Agency Agreement.

8. Authorship Credit

The credits on the Work(s) and those Ancillary Rights in which the copyright is co-owned, including publicity notices, billings and posters, shall read according to the Copyright Ownership of this Agreement. The type family and point size on all mediums shall be the same.

No party will enter into any agreement concerning the completed Work(s) unless the agreement contains a provision specifying that authorship credits shall be as set forth in the Clause.

9. Alienation of Author's Rights

No party shall be permitted to sell, pledge, lease, assign, or otherwise dispose of or encumber his/her rights in the completed Work(s) without the consent of the other parties, which consent shall not be unreasonably withheld.

If any party intends to sell, pledge, lease, assign, or otherwise dispose of or encumber his/her rights in the completed Work(s), that party will give the other parties written notice of the price and terms under which the transaction will be effected. After the notice period, the notified parties will have the option to withhold consent if any substantial duties remain to be performed by any party or to purchase the selling party's rights at the price and on the terms set forth in the notice within 30 days. If the option contained in this Paragraph is not exercised within the specified time period, the selling party may sell his/her rights at the price and on the terms set forth in the notice and, in that event, the selling party will provide the other parties with a copy of the sales agreement between the selling party and the purchaser. The purchasing party shall have no rights to the Work and the Ancillary Rights other than the right to receive revenues as provided in this agreement.

10. Confidentiality

It is agreed to and understood by the parties that the materials provided by each shall be held in the strictest confidence until such materials are accepted for publication or other exploitation. For any other document or other material communicated as being confidential, the period of confidentiality shall be at least 2 years from the date of such communication.

11. Force Majeure

Force majeure shall mean any unforeseeable and exceptional event affecting the contract and the implementation of the project by one or more parties, which is beyond their control, is unforeseeable and insuperable and cannot be overcome despite their reasonable endeavors. Any default on the part of the party does not constitute force majeure.

12. Division of Expenses and Proceeds

All proceeds from the exploitation of the Work(s) or co-owned Ancillary Rights will be divided between the parties as follows:

Party (name): _____ percent (_____%)

Party (name): _____ percent (_____%)

Party (name): _____ percent (_____%)

Party (name): _____ percent (_____%)

Any expenses incurred by the parties in exploitation of such rights will be shared at the same rate as proceeds unless specified otherwise in another agreement such as an agent agreement.

With respect to proceeds from the exploitation of separately owned Ancillary Rights, the individual owning such rights shall receive all such proceeds (minus any necessary or agreed-upon expenses incurred in the exploitation of such Ancillary Rights).

All gross proceeds and all accounting thereof shall be provided to the Agent, who shall pay the appropriate disbursements pursuant to the underlying Agency Agreement.

The parties agree that each shall be solely responsible for his or her own tax payments and no party shall hold any other liable for any default, delinquency, misfiling, or penalty related to such tax payments, whether at local, state, federal or international levels.

13. Term and Termination

This Agreement shall come into force as of the date of its signature by the parties. This Agreement will remain in effect throughout the term of the copyright and any extensions of the copyright in the Work(s). If any party dies during the term of this Agreement, the surviving parties will have the exclusive right to act in all respects as though the survivor(s) were the sole author(s); provided, however, that the name of the deceased party will continue to appear in all credits as specified in Clause 8 of this Agreement, and the decedent’s estate will be entitled to receive all monies and document that the decedent, had the decedent lived, would have been entitled to receive under this Agreement.

Any default by either party under this Agreement, including but not limited to, a breach of obligations and covenants, a failure to accord or adhere to publishing or other schedules, a failure to exploit, unauthorized exploitation, or an unauthorized assignment or sublicense (“Event of Default”), shall give the non-breaching parties the right to demand in writing that the breaching party cure the Event of Default within 21 days, after which time the non-breaching parties shall have the right to immediately terminate this Agreement. If a breach occurs after acceptance of the final draft of the manuscript for the Work(s) or after the licensing of the Ancillary Right in which the copyright is co-owned, the breaching party shall nonetheless fulfill his/her obligation with regard to promotion.

14. Dispute Resolution

The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

15. Governing Law

This Agreement will be governed in all respects by the law of the State of Georgia and/or Lowndes County, Georgia.

16. Notices

All notices to the parties will be in writing and will be sent to the address of the party stated at the end of this Agreement by overnight mail with a copy to the Agent, if any.

17. Entire Agreement

This Agreement is the parties' entire Agreement, and replaces and supersedes all prior written and oral agreements, with respect to this Agreement's subject matter.

18. Severability of Invalid Provisions

If any provision of this Agreement is deemed unenforceable, that provision will be omitted only to the extent necessary to make this Agreement valid and enforceable, and the remaining provisions will remain in full force and effect.

19. Amendments

Amendments or changes to this Agreement shall be valid only if made in writing and signed by all parties.

20. Headings

The headings are inserted for convenience in reference only and are not intended by the parties to be part of or to affect the meaning or interpretation of this Agreement.

21. Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing signed and dated by the parties claimed to have waived or consented.

22. No Joint Venture

This Agreement shall not be construed to place the parties in the relationship of partners or joint venturers nor constitute any party the agent of any other party unless that party is an Agent of bds-

Covered and as specified by the Agent Agreement, and no party shall have the power to obligate or bind another party in any manner whatsoever.

23. Reservation of Rights

Any rights not expressly granted by a party to this Agreement are reserved to that party. Without limiting the foregoing, nothing in this Agreement shall be construed to prevent the parties from creating a work not involving Work(s) subject to this Agreement.

24. Additional Documents

Each party must execute all additional documents and take all actions as are reasonably requested by the other parties in order to complete or confirm the transactions contemplated by this Agreement.

25. Successors and Assigns

This Agreement shall be binding upon the parties' heirs, assigns, successors-in-interest, executors, administrators, and any other persons or entities acquiring an interest through transfer, conveyance, succession, or inheritance, as may be permitted herein.

This Agreement executed with the intent on being legally bound by the following:

_____	_____
Name (Print)	Date
_____	_____
Signature	Street Address

	City, State, ZIP

_____	_____
Name (Print)	Date
_____	_____
Signature	Street Address

	City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP

Name (Print)

Date

Signature

Street Address

City, State, ZIP