



## LICENSE AGREEMENT FOR AIRING OF ORIGINAL MUSIC COMPOSITION

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This **AGREEMENT** is entered into this day ..... between  
..... [Licensor] and Hope Channel Kenya [HCK] for  
DVD volume .....

- A. Licensor owns the copyright and all other related rights, moral or otherwise, in and to the work which includes the following original songs or arrangements.

NO.	SONG TITLE	LICENSOR WROTE THE SONG AND OWNS ALL RIGHTS	SOMEONE ELSE WROTE THE SONG AND LICENSOR ONLY OWNS RIGHTS TO THE ARRANGEMENT



B. **Hope Channel Kenya** desires to obtain the rights to use the work in perpetuity for and purpose it requires subject to the limitations set forth below

NOW, THEREFORE, is consideration of the mutual promises and representations here in the parties agree as follows:

**RIGHTS AND RESPONSIBILITIES:**

1. Licensor retains all copyrights in the work; however, licensor agrees to grant Hope Channel Kenya/AWR the non-transferable unlimited right to use the work as recorded by licensee, including the right to copy, edit, advertise, translate, modify, broadcast and distribute the work via any and all forms of media.
2. Licensor warrants that he or she is the sole owner of the work and that all the materials contained in the work were created by her/him and do not infringe on the intellectual property rights of any other person or party. In the event that the work infringes on the intellectual property rights of any third party, licensor agrees to take full responsibility and indemnify Hope Channel Kenya and hold sit harmless from all costs and damages resulting to it from such alleged infringement including without limitation any defense costs.
3. Licensor agrees that he/her appearance on Hope Channel Kenya is given free and without compensation. He/she agrees that the rights to this taping will belong solely and exclusively to Hope Channel Kenya for any purpose it deems appropriately
4. Hope Channel Kenya agrees to include licensor's original copyright notice in all DVDs or materials.





GENERAL:

1. The license granted here under shall be for Hope Channel Kenya use so long as Hope Channel Kenya desires to use the work and does so within the terms of this agreement. If at any time licensor determines that Hope Channel Kenya has breached the terms of this agreement, licensor may provide thirty days termination notice to Hope Channel Kenya including a detailed statement alleging such breach. If Hope Channel Kenya cures the breach, then this agreement shall continue to be valid
2. Each party shall use its best endeavors to safeguard the intellectual property, confidential information and proprietary rights of the other party.
3. This agreement shall be governed by the law of the state of Kenya and subject to jurisdiction of the courts.
4. This agreement may be executed on two counter parts each of which shall be considered to be an original but both of which shall constitute only one agreement. This agreement shall not be subject to change, modification or discharge, in whole or in part, except by instrument in writing signed by both parties
5. Neither licensor nor Hope Channel Kenya will be responsible to each other for any special, accidental, indirect, exemplary, punitive or consequential damages resulting from the results or omissions to each other. This limitation does not apply to any third party claims for which the licensor indemnifies Hope Channel Kenya under this agreement
6. This document constitutes the entire understanding and agreement of parties and any other and prior agreements, understandings and presentations are here by terminated and canceled in their entirety and are of no further force and effect.





## MUSIC VETTING CRITERIA

### MESSAGE

1. Clear articulation of the glory of God and our honor, reverence and dependency in his power
2. Message anchored in the Adventist faith based on salvation by faith through grace.
3. Marries with information in the Fundamental believes.
4. Every music piece to carry a particular theme to be communicated clearly.

### VISUAL AID (PICTURE)

1. Quality picture production
2. Proper editing with well synchrony of picture to audio.
3. Little or no advertorial content before or after the music video

Centered brand placement of production houses on music videos will not put on air. Such things as production house name, name of the group and song title should be put either on the lower left or right corner of the screen.

4. NO dancing or marching. Only well co-ordinated but unexaggerated signs/actions may be accepted.
5. NO filmed commercial content in the music video
6. NO
  - a). Content with borrowed imagery from films
  - b). Incorporation of Copyrighted materials
  - c). Graphical content containing blood, violence or politically instigated content
  - d). Videos with explicit or sensual content





## AUDIO PRODUCTION

1. Well syncopated composition with a proper order of melody, harmony and rhythm.

Over-emphasis of voices in a music production i.e bass being too heavy or tenor

2. Well balanced and clear audio production

Distorted or imbalanced quality production

## GENERAL KEY OBSERVATION

1. Each song should be at most 5 minutes.

2. Avoid too much repetition and too long a break in the intro and in between the stanzas

3. Avoid too much color combination but have creative color scheme coordination.

4. Over-acted skits during music recording presentation should be moderately done.

5. Keen detail to decent dressing in both genders. i.e No short and very fitting clothing and exposing outfits.





This agreement is entered into date first written above.

**LICENSOR**

NAME OF GROUP/ARTIST .....

ADDRESS .....

EMAIL ADDRESS .....

PHONE NO(S): .....

**AUTHORIZING PERSON**

NAME: .....

TITLE (IN GROUP) .....

ID NO: .....

PHONE NO: .....

ADDRESS .....

SIGNATURE .....

DATE .....

**HOPE CHANNEL KENYA**

RECEIVING PERSON .....

TITLE: .....

DATE: .....

SIGNATURE: .....

