F-LIST FREELANCER AGREEMENT TEMPLATE

[insert date of the Agreement]

Agreed Between:

Name: [insert here please]
Address: [insert here please]
Contact Phone: [insert here please]
Contact Email Address: [insert here please]

From here to be referred to as: "the Participant."

And:

Name: EXAMPLE MUSIC COMPANY
Address: [insert here please]
Contact Person: [insert here please]
Contact Phone: [insert here please]
Contact Email Address: [insert here please]

From here to be referred to as: "EXAMPLE MUSIC COMPANY."

Collaboration Regarding:

Project: [insert project title here please]
Start Date: [insert here please]
End Date: [insert here please]

From here to be referred to as: "the Project."

The Participant and EXAMPLE MUSIC COMPANY, when referred to together, known as "the Parties" of the Agreement. Both Parties agree to ENTER INTO THIS AGREEMENT for the collaboration on, and for the execution of the Project.

TERMS OF THE AGREEMENT

1. Duration of this Agreement

The Participant shall provide their "Activities" (see Section 2) to EXAMPLE MUSIC COMPANY between [insert the date range here]. The Activities rendered are on a flexible basis, without any specific hours worked, at the discretion of the Participant, at the location of the Participant's choosing (not based in an office location). This Agreement is for a fixed term, for [insert number] of [select weeks/months/years], until [insert date].

2. Duties of the Participant

2.1. When executing the Activities (see Section 2.2. below), the Participant shall use their best efforts to promote and pursue the interests of EXAMPLE MUSIC COMPANY and never act against the aims and objectives of EXAMPLE MUSIC COMPANY.
2.2. The Participant shall carry out, unless prevented by ill health, or accident, the Activities, in pursuit of the Project, as detailed in this Section (i.e., "the Activities"). The role of the Participant is agreed as [insert the project role]. The Participant shall execute the following Activities:
    a. [insert here please, with relevant detail]
    b. [insert here please, with relevant detail]
    c. [insert here please, with relevant detail]
    d. [insert here please, with relevant detail]

2.3. If the Participant is no longer able to provide the hereby agreed Services, due to illness, or injury, they should endeavour to communicate this with EXAMPLE MUSIC COMPANY, as soon as practicably possible, by contacting [insert Contact Person here]. EXAMPLE MUSIC COMPANY might ask for further circumstances, depending on each individual case. In cases where the circumstances render it impracticable for the Participant to remain on the Project, this Agreement will be terminated, and an alternative replacement will be appointed by EXAMPLE MUSIC COMPANY. If the Participant has partially completed their Services (see Section 2.2.), they are entitled to a proportional payment.

2.4. Under this Agreement, the Participant has no actual (in law or otherwise) or apparent authority to bind EXAMPLE MUSIC COMPANY to any professional, business, or legal relationship (contractual or otherwise). The Participant shall not hold themselves out as having any such authority.

3. Fees for Services Rendered and Expenses Incurred

3.1. The Participant shall submit an invoice to EXAMPLE MUSIC COMPANY at the start of the Project [insert the date], for [insert amount]. The remaining sum, [insert sum here] shall be due upon the completion of the Project, [insert the date here]. The invoiced amounts should include any value added tax payable (where applicable). EXAMPLE MUSIC COMPANY will pay such invoices in accordance with its usual payment terms (no more than 15 working days).

3.2. For this Project, EXAMPLE MUSIC COMPANY agrees to pay a total fee of £ [insert sum here] (which includes VAT).

3.3. EXAMPLE MUSIC COMPANY will not cover any additional expenses the Participant may incur during the Project, whilst rendering Services, unless agreed differently, in writing.

4. Other Activities (i.e., Non-exclusivity Terms)

The Participant may be engaged, employed or concerned in any other business, trade, profession or other activity. The entry into this Agreement, with EXAMPLE MUSIC COMPANY does not bind the Participant under any exclusivity term.

5. Confidential Information and EXAMPLE MUSIC COMPANY property

5.1. The Participant shall not use or disclose to any person either during or at any time after the end of this Agreement any confidential information about EXAMPLE MUSIC COMPANY, its activities, its partners, or other stakeholders (including sister organisations), or about any other matter, which may come to the Participant's knowledge in the course of rendering their Services (outlined in Section 2.2.). For the purposes of this Section 5, confidential information means any information or matter, which is not in the public domain, and which relates to EXAMPLE MUSIC COMPANY, its activities, partners or other stakeholders (including sister organisations).

5.2. The restrictions in Section 5.1. do not apply to:

a. Any use or disclosure authorised by EXAMPLE MUSIC COMPANY or as required by law; or

b. Any information which is already in, or comes into, the public domain otherwise than thorough the Participant's unauthorised disclosure.

5.3. All documents, materials (including digital assets), hardware or software provided to the Participant for their use by EXAMPLE MUSIC COMPANY, and any data or documents (including all (digital) copies) produced, maintained, or stored on EXAMPLE MUSIC COMPANY systems, including their social media accounts, or on any electronic equipment, remain the property of EXAMPLE MUSIC COMPANY.

6. Data Protection

By entering into this Agreement, the Participant consents to EXAMPLE MUSIC COMPANY holding and processing data relating to them for legal, personnel, administrative and management purposes and specifically to the processing of any sensitive personal data under GDPR, and EXAMPLE MUSIC COMPANY Privacy Policy.

7. Intellectual Property and EXAMPLE MUSIC COMPANY Brand

7.1. Intellectual Property Rights (IPRs) in any works, created during, or in relation to the Project, will remain with their authors and creators. EXAMPLE MUSIC COMPANY does not assume ownership of any of the assets so created. In all such cases EXAMPLE MUSIC COMPANY is given a non-exclusive, permanent licence, for all territories, to use these works in all of EXAMPLE MUSIC COMPANY activities, without any additional payment. The Participant, if the author, shall provide EXAMPLE MUSIC COMPANY with the required works (in either hard copy, or digital format, as appropriate). If the Participant is not the author, they should do their best to connect the author with EXAMPLE MUSIC COMPANY.

7.2. The authors of any works, created during, or in relation to the Project are deemed to have asserted their right to be identified as authors in accordance with sections 77 and 78 of the Copyright, Designs, and Patents Act 1988 (as amended). EXAMPLE MUSIC COMPANY recognises their right to be identified as the authors in the so-created works and in all publicity related to the project. This right extends to all future uses, where EXAMPLE MUSIC COMPANY uses the works, under the non-exclusive licence, agreed in Section 7.1.

7.3. "EXAMPLE MUSIC COMPANY" is a registered trademark (trade mark no. XXXXXX), the owner of which is EXAMPLE MUSIC COMPANY. The Participant shall use the trademark, and its related brand, as directed by EXAMPLE MUSIC COMPANY. The Participant, as detailed in Section 2.1. will not operate against the best interests of EXAMPLE MUSIC COMPANY. In all of its activities, the Participant will not harm the distinctive character of the trademark here specified, and/or harm its reputation. In addition, the Participant in all their activities, shall not take unfair advantage of the mark's distinctive character and/or reputation.

8. Termination of this Agreement

EXAMPLE MUSIC COMPANY may terminate this Agreement at any time, without any liability for any further payment to the Participant, and with immediate effect, if:

a. The Participant is in material breach of any their obligations under this Agreement (including the obligation in Section 7.3.); or
b. Other than as a result of illness or accident, after a notice in writing, within 30 days, the Participant wilfully neglects to provide or fails to remedy any default in providing their Services, as detailed in this Agreement.

Any delay by EXAMPLE MUSIC COMPANY in exercising its rights under this Section shall not constitute a waiver of these rights.

9. Obligations upon Termination

9.1. Any property of EXAMPLE MUSIC COMPANY which is still in the possession of the Participant after the end of this Agreement, and after all Services have been rendered, shall be returned to [insert Contact Person here], at any time of a request, and at latest, at the time of the termination of this Agreement.

9.2. The Participant shall also delete any information relating to EXAMPLE MUSIC COMPANY activities, or that of its stakeholders (including the sister organisations). The Participant shall not remain in the possession of any data, relating to the Project's participants, as detailed in EXAMPLE MUSIC COMPANY Privacy Policy (referenced in Section 6).

10. Status of the Participant

10.1. The Participant remains independent and nothing in this Agreement renders them an employee, worker, agent or representative of EXAMPLE MUSIC COMPANY. The Participant shall not hold themselves out as such. This provision does not affect the other Agreements or arrangements the Participant might have with EXAMPLE MUSIC COMPANY.

10.2. The Participant shall be fully responsible for and shall indemnify EXAMPLE MUSIC COMPANY against any liability, assessment, or claim for:

a. Taxation whatsoever, arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law.

b. Any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought the Participant or any substitute against EXAMPLE MUSIC COMPANY arising out of or in connection with the provision of the Services (except where such a claim is a result of any act or omission of EXAMPLE MUSIC COMPANY).

EXAMPLE MUSIC COMPANY may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Participant under Section 3 of this Agreement.

11. Variation and Third-Party Rights

11.1. This Agreement may only be changed by a subsequent written Agreement by both Parties.

11.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the Participant and EXAMPLE MUSIC COMPANY shall have any rights under it. The terms of this Agreement, or any of them, may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by a further Agreement in writing, between both Parties. This Agreement may be rescinded (in each case), without the consent of any Third Party.

12. Law and Dispute Resolution (Mediation Agreement)

12.1. This Agreement is covered by the law of England and Wales.

12.2. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, shall be submitted to mediation. The place of mediation shall be London (United Kingdom). The language to be used in the mediation shall be English.

12.3. The mediator will be impartial and agreed on by both Parties, and all proceedings therefrom are to be kept strictly confidential by the Parties and not to be disclosed to any Third Party except as may be compelled by law. All costs related to the mediation shall be divided equally between the two Parties.

SIGNATURE OF THE AGREEMENT

If this Agreement is not signed by both Parties within twelve weeks of the date of the Agreement, this Agreement shall be considered null and void.

The terms set out in this document represent the complete Agreement between the Parties and may not be altered save by an agreement in writing and signed by or on behalf of the Parties.

_____ _____

Signed by the Participant [Insert typed name] [Date of the Signature]

_____ _____

Signed by EXAMPLE MUSIC COMPANY [Date of the Signature]
For and on behalf of EXAMPLE MUSIC COMPANY