

Berklee College of Music

**The A&R diary: An outcome paper of a year of working as an A&R Manager
for Disrupción Records & guidance for future A&Rs of the label.**

Submitted in Partial Fulfillment of the Degree of
Master of Arts in Global Entertainment and Music Business

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1. SUMMARY

Disrupción Records is the record label from Berklee College of Music Valencia. Throughout the years, Berklee projects and artists were released through the label. Five years ago, when it was founded, Disrupción counted on a team of three people, which today has grown to a team of eight people plus volunteers. The students of the Global Entertainment & Music Business Master program have run the label from its beginning, presenting a difficult challenge which is the fact that the team changes every year when the new students come. This disadvantage makes the label lack continuity in its vision and mission, among other things, and it also makes the different teams start from scratch every time they take over.

This past year, one of the main objectives was setting strong foundations and coming up with a way of making the transition between each year a smooth one.

The project of being Disrupción Record's A&R Manager for Berklee's academic year has been the perfect opportunity to dive in the record label world, extract insights and knowledge, but also contribute to the label's general objectives from an artistic and creative point of view.

In this paper, the journey of the past year working for the label as an A&R Manager is described, together with the objectives, resources, experiences and learning outcomes. Its main aim is to provide some guide lines for the next A&R Managers who will have written words at their disposal, about what the previous person in charge of doing the job wished had known before, what was learnt throughout the year, which artists still need to be taken care of, and how, due to their agreement term.

2. TASK

Disrupción Records' A&R team dedicated a year scouting artists inside and outside Berklee by utilizing diverse resources, to release through the label. Musically speaking, the job included polishing the sound to make it as attractive to the audience as possible, always in agreement with the artist. For this matter and in order to take advantage of Berklee's human resources, as an A&R, producers and mixing and master engineers were also scouted to help with the artist's material.

Regarding the identity of the label's artists, the idea was to make it cohesive with the music, creating a full concept around it and working very closely with the marketing department around the artist's storytelling. In addition to this, the job also required one to build a trustful relationship with the artist in order to achieve the best results for every party involved.

3. OBJECTIVES

When the news of who will take over Disrupción Records on '18-'19 were received, the team first got together and had a long discussion about where the label was at and where the new team wanted to take it.

On a general point of view, Disrupción Records needed:

- + a better structure that would allow the label to have a more organized catalog;

- + a strategy to separate the brand from being “a student run record label” in order to make it look more serious to the public;
- + more staff to be able to analyze the artist’s data or take care of synchronization efforts;
- + and coming up with a solution in order to make the transition to the next team, a smoother one.

On a personal level and in what regards an A&R Manager, goals were set in order to make the best out of this job and acquire as many skills, experience and knowledge as possible.

These objectives include:

- + finding and learning to work with reliable sources of information to scout artist;
- + creating a strong network;
- + encouraging the artist to release through the label instead of self releasing;
- + signing at least one artist that is external to the Berklee community;
- + building strong and trustful relationships with the label’s artists;
- + accompanying the artist throughout the creative and recording process;
- + learning as much as possible from the other areas of the label in order to get to know their working methodology, tools and resources;
- + and setting the foundations regarding the A&R department for the next team to come.

4. RESOURCES UTILIZED

As for the resources utilized for this position, studio time was needed as well as producers and engineers. Other Master programs have students who are trained and experienced in producing, therefore, it was not hard to find someone who would donate their time and dive in the studio with the artist. The problem came when finding mixing and mastering engineers at Berklee. The reason why the A&R team was pushing to work with engineers from Berklee or who were in Valencia, was because specially mixing, but also mastering are two arts that the team together with the artist wanted to supervise. The only two engineers found in Valencia that would charge an affordable price were the ones to work with Disrupción in two different projects. It is worth mentioning that the label should not take care, and did not take care, of any of the recording costs of an artist because both parties worked under a license deal.

Moreover, the label got a grant of €1000 to support mainly marketing and promotion efforts. The budget for each artist was different according to the stage of development they were in, but an estimated €100 per artist was used for these matters. This number included photoshoots, videos and social media campaigns. Nevertheless, Disrupción team came up with events meant to raise money to increase the budget available for the label, and it dedicated one person for the search of sponsors.

In addition, the label started operating with an A&R Manager, a Marketing & Promotions Manager, a Product Manager, and a Label Manager; and today that team has increased to a team of nine, adding one A&R, one person fully dedicated to promotions, a Synch department which added two people, and one person in charge of Data & Analytics. In addition, Disrupción also

worked with volunteers for each area, therefore, this year there has been a considerable incorporation of human resources.

Finally, Disrupción counted with external legal advice from an expert in entertainment law, for the making and signing of the contracts.

5. OUTCOMES

After a year experience as an A&R at Disrupción Records, it has been concluded that the job at the label consists mainly in a four step process. On the first place it comes the **scouting** of an artist. Secondly, once an artist has been spotted, the **signing** step begins. The third step, and the most creative one, is the road towards the **delivery of the masters**, which varies depending on the nature of the legal agreement and in the case of Disrupción, the label works under license deals. Finally, the fourth step will be called **cohesiveness**. It is the step in which the A&R helps the artist find and shape its identity and craft, and contributes to the marketing and promotions team to make sure that what is being communicated to the audience, makes sense with the artist's identity, the music, and the vision.

5.1 Gantt

Disrupción Records A&R Manager	2018				2019													
	November		December		January		February		March		April		May		June		July	
	Q 1	Q 2	Q 1	Q 2	Q 1	Q 2	Q 1	Q 2	Q 1	Q 2	Q 1	Q 2	Q 1	Q 2	Q 1	Q 2	Q 1	Q 2
1. SCOUTING																		
1.1 Finding resources																		
1.2 Learn to use those resources																		
1.3 Optimize the use																		
1.4 Network																		
1.5 Attend live shows																		
1.6 Find artists																		
2. SIGNING																		
2.1 Start building a relationship with the artist																		
2.2 Pitching the proposal																		
2.3 Constructing a tailored agreement																		
2.4 Explaining the agreement																		
2.5 Negotiating the agreement																		
2.6 Signing																		
3. THE ROAD TOWARDS THE DELIVERY OF THE MASTER																		
3.1 Get studio time																		
3.2 Find producers, mixing and mastering engineers																		
3.3 Recording process																		
3.4 Mix and master																		
3.5 Follow up deadlines																		
4. COHESIVENESS																		
4.1 Build an identity																		
4.2 Perfect the stage craft and presence																		
4.3 Communicate with the marketing team																		
4.4 Check the marketing plan																		
4.5 Artwork																		
4.6 Cross promotion																		
5. RELEASE																		

5.2 Scouting

When the new team took over Disrupción Records, different imprints were created with the intention of having a coherent way of releasing the signed projects. Therefore, the label has three imprints: Evlve, the imprint in which all the development projects fall in; Common Chord, the imprint mainly destined to Berklee's jazz musicians; and Fusión, the imprint through which the label signs artists with the intention to synchronize their songs to moving images. Hence, the most important artists signed were released under the name Disrupción Records, with the criteria of having a considerable strong fan base and promising masters to distribute.

Disrupción Records imprints.



Every student working for the label's team needed artists signed in order to start working on completing their culminating experience at Berklee. For this reason, there were signings meant as marketing projects, A&R projects, and synchronization projects. The marketing projects had a commercial vision and most of them were released under the name Disrupción Records; whereas the development projects were the ones in which the masters were not ready to be delivered and a creative process had to take place, giving more work to the A&R team.

Regarding the scouting of artists, there are many online platforms that facilitated it, but Spotify and Instagram resulted as the most useful ones.

Spotify is not only the most used DSP but it is also the strongest one in regards of playlisting. The increasing user interaction and sort of social media platform that Spotify has become, has facilitated the sharing of content and the cumulation of artists in just one list. This means that the surfing and scouting through Spotify normally leads towards discovering new and interesting talent.

Something that was very important for the A&R team to keep in mind when checking on DSPs if an artist was unsigned, was distinguishing the following two symbols:



Copyrighted song



Registered Phonogram

The song and the phonogram are two different pieces of work and therefore require separate registration. Sometimes the “C” and the “P” might appear as owned by the artist and not by a label. In that case it can mean that it is a DIY artist either wanting to remain unsigned or looking to be signed. Another useful thing for spotting talent on Spotify is following curators profiles and their playlists.

Regarding Instagram, ears and eyes must remain wide open. People tend to share the music they like, new discoveries, and live shows they have attended. It is also recommended to follow accounts with online music news, influencers, and again, curators. Music blogs are also very useful in terms of scouting.

Live shows must not be forgotten since they can provide a different perspective of the artist’s talent, who they are, their stagecraft (if any), and even their soul and passion. The essence of the artist can get fully uncovered when performing live. For this purpose, it was very important to go to different venues and events, and not only rely on what the scouting behind the computer screen can provide.

Finally, and in regards of Berklee artists, there is something called “The Berklee Roster” to which musicians submit their work so that other Berklee students may find them. Sort of a

“vocalist looking for guitarist” that can also turn into “label looking for artists”, and in fact, it did. Working with Berklee artists brought interesting opportunities for the A&R team to work with cross collaborations like the one done this past year between Celestine and Earlybird.

5.3 Signing

Once an artist has been spotted, the road towards the signing begins. Disrupción’s typical selling points to approach an artist were:

1. *The label offers a very **artist-friendly deal**.*
2. *The artist gets to **keep the ownership of the masters** and the label licenses it exploitation for a **short period of time**.*
3. *Disrupción has a distribution deal with The Orchard.*
4. *There will be **marketing and promotion efforts**, with a **budget** destined for it.*
5. *Berklee has **recording studios that could be used for free**, making the artist save the highly expensive recording costs.*
6. ***A&R guidance** will be given to the artist.*
7. *The label has a small team and the relationship with the artists are very **personalized**.*

Although this doesn’t seem as much of a commitment, especially from the artist’s perspective, it was still very hard to get artists outside Berklee to sign a deal with Disrupción Records. A lot of times people got quite frightened by a written agreement and it was very easy

for them to distrust a brand without successful records and little budget. Some other times, they felt like they would miss out on other opportunities if they signed with the label. The best way that the A&R team found to address these concerns was to explain the agreement to the artists clause by clause, strongly recommend them to seek for external legal advice before signing, and also highlight that they would be getting into a very artist-friendly deal that lasted for a very short term. Nevertheless, the third parties that were most likely going to say yes to the proposal were those who had never been offered a deal by a label before, or those very niche artists.

In regards to Berklee students, they were more open to see what Disrupción could offer them.

The next step was to present and negotiate the agreement with the artist. Disrupción's agreements were very straightforward. It was very important for the A&R team to understand what an artist-friendly agreement is, and that the most important things to focus on while reading or explaining a contract to an artist were: term, territory, how many master recordings are involved, delivery deadline, consideration, the marketing commitment, and termination.

Another important aspect regarding the signing was when to introduce the team. Normally, the A&R team that did the scouting would come first in the process of contacting, getting to know, and talking the artist into the proposal of licensing their project. Then, the Label Manager was introduced to help give Disrupción more credibility in the eyes of the artist. After that, the Marketing team would be introduced. For the first signings, the Marketing team was introduced way too early, especially in the development project in which the A&R team needed some time to work with the artist in order to come up with a vision. The fact that the Marketing team started to be introduced later on in the process of the signing, allowed a stronger coherence

between the work of the A&R people and the Marketing people. Finally, the Product Manager and the Synchronization department was introduced.

5.4 The Road Towards The Delivery Of The Masters

First of all, let's clarify that when a label works under licensing deals and ask for masters, they really mean masters, not raw recordings, not mixes, but masters. When a label licenses and does not cover recording costs, there is no such ownership of masters, there is only a license for exploitation, and in Disrupción's case it was for a short period of time. Therefore, it would be nonsense for the label to incur costs for mixing or mastering.

It is crucial to understand the difference between producing, mixing and mastering because it helps to not be flexible and to understand what one gets when asking for masters:

Producing

It is the process done during the recording sessions. The producer oversees the entire process, coaches musicians if needed, and sometimes also controls studio time.

Mixing

It means taking all the recorded parts and putting them together, deciding which instrument will be predominant in every single second, adjusting volumes, adding effects.

Mastering

Mastering is basically a process about unifying the sound of a record and maintaining consistency across an album, it is the final polish to a mix.

Mastering is an art too, so it is highly advised for artist to pay for this service instead of using free of charge websites that provide mastering services like Landr.

Keep in mind that these are all very expensive services. During the past year, the A&R team has come across engineers that charged artists for the hour, and others that budgeted the whole project. It is important to know that no mix or master will be done at Berklee by engineers, for less than €50 with this number being an extremely cheap and friendly price.

As previously said, if the artist was in Valencia, or if it was a Berklee artist, the studio facilities from the school could be used. This was a huge asset because they would be saving recording costs. Usually, GEMB students cannot book more than two hours straight, so if more studio time was needed, the solution was to team up with another GEMB student working for the label, and book slots together. Also, studios were normally very busy and fully booked, so if the idea was to record in one of the Berklee studios, one had to remember to book it very much in advance.

5.5 Cohesiveness

This step is a very creative one and where one can very much explore one's skills as an A&R. Yes, spotting a promising talent is a crucial part of the job, but developing the artist's narrative across every form of communication is equally as important so that the final product makes complete sense and it does not become a challenge to sustain in time. When talking about cohesiveness it is important to take some concepts into consideration and know them by heart to deliver a better job as an A&R. In the case of Disrupción Records artists, the most important concepts in this step were: the artist's identity, stage presence and craft, and artwork.

Artist's Identity

Even though this is mainly how artists express themselves and what is shown to the public, it is also not far from how artists perceive themselves. What is communicated to the audience cannot be much distanced from who an artist really is, and what the artist feels comfortable with communicating in order to make it sustainable across time. For example, Michael Bolton struggled along his career because he wanted to express his gayness instead of keep on giving the image of the very straight man.

Identity refers to: gestures, postures, opinions, values, voice, sensitivity, causes artists choose to fight for, their upbringing, sexuality, ethnic heritage, body, clothes, colors, aesthetics, brands, moods, among many other things that define who an artist is. At the end of the day, identity involves everything.

Stagecraft & Presence

This is a sensitive area for an A&R because it is strictly speaking outside of the record zone, but for Evlve's development projects, helping the artist develop a stagecraft and find a way to strengthen their stage presence was a crucial part of the job.

In an artist's live performance the stage craft represents a sort of choreography done across the stage. How the musicians are positioned is the first important part to consider: how many are in the front? is the singer in the middle? are we talking about a band or a solo artist?

Then, stagecraft is also about how the artist moves on stage, how the microphone is handled, how the instruments are handled, if there is a distinguishable posture. An example of this is Liam Gallagher and his unique hands behind the back and lean to the front posture.

Stage Presence is about the charisma, the energy, or the appeal that an artist has when performing, but it is also about the soul of a person and how much you decide to open up on stage, to connect with the audience and to be present. One cannot take the eyes off an artist with good presence; their performance is not a boring one.

Artwork

The artwork is the result of a lot of collaboration from different actors, and the resources available (especially money). It is a strong piece of communication in which one has to consider the imagery, the logo and the typography. It is part of the identity since there a lot of things being said about an artist in the result of an artwork. Nowadays, one should make sure that the artwork should work on a smaller size than before, meaning that the visual content it includes should be more simplistic than the ones from older days. Let's look at an example:



Sgt. Pepper's Lonely Hearts Club Band

The Beatles | 1967



When We All Fall Asleep, Where Do We Go?

Billie Eilish | 2019

6. A&R AND MENTAL HEALTH

Mental health has been a sensitive issue lately among the artists community. Suicides, panic attacks, depression, anxiety, and addictions too. The awareness and understanding of the importance of mental health has increased considerably the past years in the industry. Dedicating one's career to music can turn into a risky decision, and in terms of artists, an A&R plays a crucial role in taking care of them.

This year, one of Disrupción's artists went through a very difficult break up in the middle of the recording process. Her emotional state initially delayed the process, especially because her ex-boyfriend was the band's guitarist. After long conversations, it was decided to try to use the difficult time to express sadness in a creative way and come up with new songs. Working in music keeps one busy, but working with music heals.

What was learned from this experience is that an A&R should be highly empathetic with the artist, but also be one step ahead. They must be able to understand when it is time to stop or move forward, when to get help and when they can actually handle things alone.

7. THE ARTISTS

Nathan

Nathan was found at a small gathering, where he was playing guitar and showing his new material. A study abroad undergraduate student with an interesting concept in his mind for the release of an EP. Nathan was Disrupción's first signing. His EP Circus wants to portray the way he feels with the transition of moving from Brazil to the USA, building a new life there, being accepted, many times rejected and some other times seen as a weird species that comes from the jungle. Nathan mixes jazz and funk with his musical south american background. He sings in English, Portuguese and Spanish.



The recording of the EP was done in 5 studio sessions, it has three tracks and it was released on May 24th. Nathan also released a single called "Amor Hi-Fi" through the label on March 30th.

Contract Termination: 1st August 2019

Accounting Date: From 1st August 2019 to 1st September 2019

Beezi + Shawn Goyer

The second signing for Disrupción came in when the album “The Pause Collection” was discovered accidentally. Brian Zani is a Berklee student who approached Disrupción’s team with the intention of joining the label’s team of collaborators as a producer. When the A&R team listened to his work, the album was discovered, and instead of taking him as a volunteer, it was decided to sign him. “The Pause Collection” is



a collaboration between two North American producers, recorded with friends as an experimental project in which “each singer would come and improvise” and they would compose melodies around it, and as a result, obtain great material that portrays an interesting mix of R&B and rap. The album was released on April 24th.

Contract Termination: 1st August 2019

Accounting Date: From 1st August 2019 to 1st September 2019

Swave

Mayani Swave is Disrupción’s first third-party artist, originally from the Dominican Republic. His signing was a huge achievement for the label in terms of this year’s biggest goal of trying to reposition the brand so it’s no longer seen as just a “student run record label that releases Berklee projects”. Swave’s signing marks a precedent in the label’s history, just on its five years anniversary. Disrupción’s A&R team learned about him



through its business manager, and after long negotiations the contract was finally signed for the

licensing of his 5 tracks EP called “Pink” and 1 single. His latin beats include lyrics in spanish and english, an uplifting and danceable melody, and modern sound. The single was released on May 3rd, and the EP is yet to be released.

Contract Termination: 1st February 2020

Accounting Date: From 1st February 2020 to 1st March 2020

Autumn Jones

A study abroad student from Berklee Boston that arrived in Valencia in January and joined the label in March. Autumn was found on the Berklee online roster in February, with the original aim to have her as a backup artist in the record practicum. Since the record practicum team decided to move forward with the first choice, Autumn was then available and signed to the label. She is an R&B singer, that creates melodies with some shades of reggae, funk and blues. Her lyrics are one of her stronger assets, she writes about love, self discovery and acceptance, woman empowerment, all in all, she is an honest and transparent artist. A three tracks EP called “Neapolitan” is going to be released through Disrupción. Autumn was also part of the Women in Music album with her single Confident.



Contract Termination: 1st September 2019

Accounting Date: From 1st September 2019 to 1st October 2019

Earlybird + Celestine

Celestine and Dana (Earlybird) are two Master students from Berklee. Dana is a producer and Celestine a singer songwriter. Both of them became friends when they came to



Berklee. Even though they had their separate projects, Celestine's tracks were not that powerful before Dana came in the picture. They got together and performed one of Celestine's songs publicly, with Dana adding her beats to it and turning it magical.

The A&R team from Disrupción, was in that performance and propose them immediately to work on a collaborative EP to be released through the label.

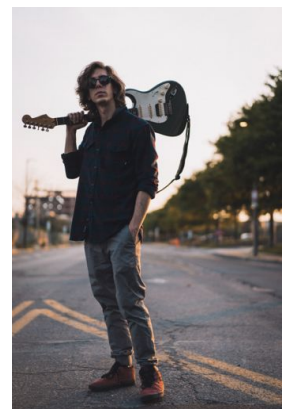
As a result, four electronic alternative tracks came to life, and they are still left to be released.

Contract Termination: 1st February 2020

Accounting Date: From 1st February 2020 to 1st March 2020

Retrovzozor

Retrovzozor came to Disrupción as a suggested project since he is a hardworking artist with a strong vision. Going from Venezuela to the USA, Retrovzozor's journey has been quite intense. Forced to move away from his country for political reasons, his music got strongly influenced by this experience. Retrovzozor defines his music as "Jazz Punk". Interesting combo that combines his rock & roll spirit and his academic background studying Jazz at Berklee. The outcome is quite impressive with catchy melodies,



explosive guitar solos and riffs and unexpected jazzy sounds. Retrovzoz talks about chasing his dreams, through songs written in both Spanish and English. Through Disrupción we decided to release four singles starting from March 2019 until July 2019. His first single, Azul, came out the 29th of March.

Contract Termination: 1st February 2020

Accounting Date: From 1st February 2020 to 1st March 2020

Sara Neal

Sara is Disrupción's second third-party artist signing. She is an artist from New York with an indie pop sound. Sara was found by Disrupción's Product Manager, and was introduced to the rest of the team during a meeting. After Skyping her in and listening to her material, it was decided to sign her and license her work. Sara is a very bold and honest artist, who expresses her real self through her music and visuals.



She has a clear identity and she is very open about her story, who she is and where she wants to go next. Two singles will be released through Disrupción.

Contract Termination: 1st August 2019

Accounting Date: From 1st August 2019 to 1st September 2019

Rosewood

Stephen Bailey-Heelan, a Global Entertainment & Music Business student that goes under the name of Rosewood, was signed in March to Disrupción. Rosewood is a 23 years old songwriter from Hamilton, Canada. He writes and produces all of his material and he's part of the new wave of DIY musicians that had their origin in lo-fi music, mixing different elements of rap, alternative pop, and indie music. What distinguishes rosewood's music are his poignant lyrics and his incredible production which combines melodic and chill sounds.



He recorded and produced everything in his bedroom with the A&R team being involved in the development of his sound. The EP was brought to life during his months in Valencia. The first single, City, came out the 30th of May. His eight tracks album, More Time, will come out the 5th of July.

Contract Termination: 1st February 2020

Accounting Date: From 1st February 2020 to 1st March 2020

8. CONCLUSION

After a year of having worked as an A&R Manager for Disrupción Records, the job turned out to be much more useful than just reading about what being an A&R means in the books. There is knowledge that is hardly transferable if a person does not go through an experience and a process.

In regards to the general objectives set for Disrupción Records to achieve: the team has found a better way to structure the catalog by creating different imprints; artists external to the Berklee community have been signed, and more key personnel has been incorporated to the label in order to start separating the brand from the idea that it is a “student run record label”; and a method to have a smoother transition between one team and the other has been created. For this last matter, a google drive folder will be handed on to the next team. It will include all the contracts (artists license agreements and distribution deal), user and password to every single platform in which Disrupción has an account, summary and specifications on what to do with the artists signed until February 2020, other supporting materials like logos, and available resources like contacts.

On the other hand and on a more personal level, the goals set in 2018 were achieved along the year by learning which sources worked best for scouting; which way to approach artists; how to talk them into the benefits of signing a deal with a label instead of self releasing, and how to explain to them the deal; signing not one but two artists from outside Berklee; building a relationship with the artists and learning to work with those artists that were overseas; being part of the creative and recording process of the development projects of Evlve; working closely with the marketing team, with the label manager and the product manager in order to learn their tasks better; and finally, signing a consistent roster in which there are artists whose contracts terminate in February 2020 with the option to keep it rolling until a written notice is sent to the label, so that the new team does not need to start building the roster again from scratch.

Coming from a live entertainment background, the main intention of becoming an A&R was diving in the recording industry world and extracting as much knowledge as possible from an insider's perspective. All in all, it has been a great opportunity and experience with all of the objectives achieved.

9. APPENDIX

How to understand and explain Disrupción's contract to an artist, clause by clause.

1. The first part clarifies the parties involved in the agreement.

2. **Territory:** Expresses in which territories the agreement stands. If it is the world, it means the company holds the exclusivity of exploitation throughout the world, for as long as the contract stands. If the license covers only Europe, some other company could license it in the rest of the world EXCEPT Europe.

3. **Master Recording/s:** How many master recording/s are agreed to be delivered to the label by the artist, and when is the delivery deadline.

4. **License:** It further clarifies that the artist is providing the label the right to distribute, communicate and reproduce the master recording/s. An appealing part of the clause for the artist is the synchronization right, meaning that the label's services will include synch efforts.

5. **Term:** One of the most important clauses, which states how long the contract stands for. In Disrupción's case, there were two predominant agreements: one ending in August 2019 and one ending in February 2020. The one ending in August was mainly used for Berklee students and gave Disrupcion just a few months of marketing and exploitation of the masters,

whereas the one ending in February gave Disrupción almost a year window of marketing and exploitation. It is important to keep in mind when the accounting will be done and who will do it when deciding the termination date. Finally, all of Disrupción contracts include in the Term clause the fact that in the case that the artist does not notify the label the desire of terminating the contract, it would keep on rolling past the termination date, until the artist sends written notice. Once an agreement is terminated, the master's rights will return to the artist 30 days after.

6. Ancillary Rights: It basically says that the label has the right to use the artist's name and biography.

7. Trademark Search: This search is for the purpose of deciding an artistic name for the artist, which is not trademarked already. For example, a Disrupción artist could never be commercialized under the name of Beyonce.

8. Competing Recording/s Compositions: In this clause the artist commits to not record the same compositions involved in the masters licensed by the label, to be commercialized by a third party different than Disrupción.

9. Consideration: The consideration clause might seem overwhelming at first but actually what it means is that there is going to be a 50/50 split of the net receipts. It is from the net and not from the gross, because from the gross receipts The Orchard's 20% fee is deducted. This means that it is actually a 40/40 split. In other words, The Orchard takes 20% of the total

earnings, and the rest is split in two equal parts, one share (50%) for the artist and the other share (50%) for the label. In this clause it is also stated when the accounting will take place.

10. Video: Disrupción can decide to make a music video out of one of the masters. Creative decisions will be taken in agreement between the label and the artist. The truth is, there is hardly going to be a budget available for making a video.

11. Release Commitment: It is the label's commitment to release the masters in a determined period of time, after the masters have been delivered. It is highly advised to set a longer period of time than it might actually take. This is because even though the Product Manager uploads the masters to The Orchard, first of all, they can be rejected due to mistakes done along the upload and this may require a new uploading, and secondly, The Orchard takes an average of six weeks to release the material. Sometimes it can be reduced to four weeks, but having a further away release commitment date, avoids the possibility of the label finding itself in breach.

12. Communication Commitment: How often Disrupción's team communicates with the artist's team in regard to the progress made by the label.

13. Marketing Commitment: Disrupción commits to make available to the artist a marketing plan including what efforts will be done in order to promote and market the artist. In this clause, it is very important to not commit to more than the label can actually do.

14. Artists Warranties, Representation & Indemnities: The artist assures to own the copyrights of the composition/s and master recording/s, that these are original, that there are no samples uncleared and there is no infringement of any kind, and if there was, the artist must hold Disrupción harmless and against any claims or damages arising of any breach by the artist.

15. Termination: If party A is in breach, party B should send written notice and party A has 30 days to remedy it. If party A fails to remedy it, then party B is entitled to terminate the contract by sending written notice.

16. Mediation; Arbitration: It clarifies that if a dispute arises, both parties will try to solve it with the help of a Spanish mediator, and that both parties will share the costs incurred.

17. Governing Law: Disrupción is a Spanish company, and therefore the governing law is Spanish. This one is a very simple clause.

EXAMPLE OF A DISRUPCIÓN RECORDS AGREEMENT



DISRUPCIÓN RECORDS

PALAU DE LES ARTS REINA SOFIA – ANEXO SUR
AVINGUDA PROFESSOR LOPEZ PINEIRO, 1
46013, VALENCIA, VALENCIA, ESPAÑA
Disrupcionrecords@gmail.com
+34 963 33 28 02

(hereinafter “We” / “Label” / “Disrupción Records”)

Date: XX XX XXXX

XXXX

(hereinafter “You” / “Artist”)

Re: License Agreement

Dear XXXX:

We are delighted that you (“Artist”) have agreed to deliver your recorded performances for our Label to commercially release.

The following shall confirm the terms of this license agreement (the "Agreement") entered into between: Label (hereinafter “Disrupción Records”) and XXXX, performing as XXXX (hereinafter “Artist”). The parties agree as follows:

Territory

The rights licensed to Disrupción Records herein are for the world.

Master Recording/s

Artist agrees to deliver to Disrupción Records a minimum of X (X) satisfactory recording (jointly and individually, the "Master Recording/s") to be listed with a title in the schedule hereto. "Satisfactory" shall be determined by Disrupción Records in its reasonable good faith judgement. Delivery shall take place by XX XX XXXX and shall include the artwork that the Artist wishes to use in connection with the exploitation of the Master Recording/s hereunder. Disrupción Records holds the right, in consultation with the Artist, to use different artwork than that provided by the Artist.

License

Artist hereby irrevocably licenses to Disrupción Records the exclusive right during the Term to reproduce, distribute, communicate to the public, and generally exploit the Master Recording/s (including associated supplied artwork) provided herein through any means and formats, physical or digital, including by way of physical records and or streaming and/or downloading (on track by track and/or EP basis) and including the right of synchronization (i.e. reproduction of the Master Recording/s with moving images including in films and/or commercials to be used by Disrupción Synch, Fusión).

- (a) The licensed rights shall include: the right of distribution, the communication to the public, and making the Master Recording/s available to the public through the Internet, and also the mechanical reproduction of such musical compositions so as to enable the aforementioned exploitation by Disrupción Records (and/or its licensees) of the Master Recording/s without further payment or reference to you or to any other party save as provided for herein.

Term

The License granted herein shall begin upon the date of this Agreement as set out above (the "Effective Date") and shall continue on an exclusive basis until XX XX XXXX, and then shall continue thereafter

until written notice of termination is provided to Disrupción Records by Artist, after which all rights herein granted to Disrupción Records shall revert to Artist within 30 day(s) of Disrupción Record's receipt of such notice. For the avoidance of doubt no notice of termination from Artist shall be effective prior to XX XX XXXX.

("Term").

Ancillary Rights

Beginning on the date of the signature of this Agreement, subject to the Master Recording/s being delivered to Disrupción Records, Artist also licenses to Disrupción Records all ancillary rights necessary to ensure effective exploitation of the Master Recording/s including:

- (a) the right to use the Artist's name approved likeness and approved biography solely in connection with the exploitation of the Master Recording/s
- (b) the promotion and development of the Artist or in connection with general Berklee promotional materials.

*For the avoidance of doubt Berklee shall have no right to create or exploit general merchandise embodying Artist's name or likeness.

Trademark Search

Disrupción Records, in its discretion, may institute a search to determine whether there are any third-party uses for the Artist's name. If the search indicates that the Artist's name cannot be used, Berklee and Artist shall mutually agree upon a substitute name.

Competing Recording/s of Compositions

Artist represents and warrants that Artist shall not record any composition contained on the Master Recording/s for commercial release during the Term of this Agreement.

Consideration

Artist and Disrupción Records acknowledge and agree that:

- (a) As consideration of the rights granted hereunder Disrupción Records will pay to Artist fifty per cent (50%) of "Net Receipts".
- (b) "Net Receipts" shall mean all sums paid to and received by Disrupción Records directly and identifiably from the exploitation of the Master Recording/s hereunder (excluding sales tax {Gross Receipts} less any and all bona fide payments to any third-party and/or bona fide direct costs payable paid or owed by Disrupción Records in connection with the exploitation of Master Recording/s embodying them) including without limitation in respect of the following: the mastering, manufacture, packaging, artwork, marketing, promotion, distribution, and sale of Master Recording/s and/or records derived from such master Recording/s (including without limitation Videos) including without limitation sums payable to a distributor or licensee in respect of the manufacture, distribution, and sale of records embodying Master Recording/s and all legal, accounting and other professional fees incurred directly in relation to the exploitation of the Master Recording/s; but always specifically excluding Disrupción Records' day to day office overhead expenditure and salaries.
- (c) The Artist's fifty per cent (50%) share of Net Receipts shall be fully inclusive of any and all mechanical royalties payable in respect of the controlled compositions embodied in the Master Recording/s hereunder (save for where Digital Platforms pay such mechanical license fees in which event you shall be entitled to claim such fees)

(d) The Artist's fifty per cent (50%) share of Net Receipts shall also be fully inclusive of any and all royalties or fees payable to any producer and/or performer and/or other contributor to the Master Recording/s.

(e) Accounting hereunder to the Artist shall take place within one (1) month of the end of June 2019 and thereafter every within one month of the end of each six (6) month period of the Term; and upon the written request of the Artist, the Artist shall be given access to Disrupción Records' statements and records of account solely in respect of the exploitation of the Master Recording/s in order that the Artist may satisfy him/herself as to the accuracy of the accounts supplied.

Video

If Disrupción Records determines during the Term of this Agreement to produce a recording combining the Master Recording/s with a visual image (the "Video/s"), Artist shall collaborate with Disrupción Records for the production of such Video/s, and Disrupción Records shall be the sole owner of all worldwide rights to each Video, including the worldwide copyrights.

- (a) At the end of the Term, the Video/s will be automatically assigned to the Artist without charge or formality.
- (b) All decisions regarding the production, distribution, and manufacture of Video/s, including but not limited to schedules, locations, and production staff, shall be mutually agreed upon by Disrupción Records and Artist, provided, however in cases of disagreement, a mutually agreed upon impartial third-party will make a final decision (save that Disrupción Records shall always be able to approve any costs to be incurred in respect of such Video/s).
- (c) Artist grants to Disrupción Records the right to synchronize the Master Recording/s and embodied composition/s with visual images in order to create Video/s. Disrupción Records shall not be obligated to produce Video/s hereunder.

Release Commitment

Disrupción Records shall release the Master Recording/s within two (2) months from the date of delivery of the Master Recording (the "Guaranteed Release Date"). If Disrupción Records fail to release said Recording/s, by the Guaranteed Release Date, Artist shall provide written notice of warning wherein. If after thirty (30) days from such notification, Disrupción Records has not released the recording, Artist may terminate this Agreement. The format of release shall be Disrupción's sole decision.

Communication Commitment

Disrupción Records will provide communication with the Artist no less than once every two weeks discussing progress made in the following:

- (a) promotional, social media and press efforts
- (b) Streaming and distribution metrics
- (c) Sync efforts of Master Recording/s

Marketing Commitments

It is agreed that Disrupción Records, through the Marketing and Promotions Department, will make available an in-house team to undertake reasonable marketing activities in respect of the commercial release of Master Recording/s hereunder. For the avoidance of doubt the marketing commitment herein is with regard to making available significant team hours and expertise and is not any guarantee of marketing budgets being made available.

Marketing activities will be made known through a specified marketing plan made available to the Artist and the Artist will cooperate and contribute where reasonably requested by Disrupción.

The Artist agrees to participate in a release event in connection with the release of the Master Recording/s.

Artist Warranties, Representation & Indemnities

Artist warrants and represents to Disrupción Records that

- (a) Artist has the power to enter into and fully perform this Agreement
- (b) Is the Artist and copyright holder of the Master Recording/s, and has obtained all necessary and appropriate consents, rights and licenses to grant the license in this Agreement with respect to the Master Recording/s (and the composition/s embodied therein) and shall promptly furnish copies of such clearances to Disrupción Records at Disrupción Records' request.
- (c) Artist further represents and warrants that the Master Recording/s (and the compositions embodied therein) are original to Artist except for material in the public domain and such excerpts from other works as may be included with the written permission of the copyright owners and that proper clearances or permission have been obtained from the artists of any copyrighted material, including but not limited to any digitally reprocessed samples of material incorporated in the Master Recording/s.
- (d) Artist warrants that Artist's use of any name or moniker will not infringe on the rights of others and that Artist's use of any musical composition or arrangement will not infringe on the rights of others.
- (e) Artist further warrants that the Master Recording/s (and the compositions embodied with in them) do not:
 - * infringe any trade name, trademark, trade secret or copyright
 - * invade or violate any right of privacy, personal or proprietary right, or other common law or statutory right.

Artist will at all times indemnify and hold Disrupción Records harmless from and against any and all claims or damages arising out of any breach by Artist of any warranty or representation made herein. Artist shall notify Disrupción Records in writing of any infringements or imitations by others of the Master Recording/s that may come to Artist's attention. Disrupción Records shall not be required to make any payments of any nature for or in connection with the exercise of rights by Disrupción Records pursuant to this Agreement except as specifically provided in this Agreement.

Termination

In the event that either party are in breach of their obligations hereunder and shall fail to remedy such breach within a period of thirty (30) days following the service upon them by the other party of a written notice specifying such alleged breach and requiring its remedy then in such event the complaining party shall be entitled by notice in writing to terminate this Agreement.

Mediation; Arbitration

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Spain. Any costs and fees other than attorney fees shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution, the parties agree to submit the dispute to binding arbitration conducted on a confidential basis by one arbitrator pursuant to the governing laws as described below by the Tribunal Arbitral del Ilustre Colegio de Abogados de Valencia. The prevailing party shall have the right to collect attorney fees from the other party incurred in enforcing this agreement.

Governing Law

This contract has been entered into in Spain and its validity, construction, interpretation and legal effect shall be governed by the laws of Spain applicable to contracts entered into and performed entirely therein.

General

Nothing contained in this Agreement shall be meant to establish either Disrupción Records or Artist a partner, joint venturer or employee of the other party for any purpose. This Agreement may not be amended except in a writing signed by both parties. No waiver by either party of any right shall be construed as a waiver of any other right. If a court finds any provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. Notices required under this agreement can be sent to the parties at the postal mail addresses or electronic addresses provided above. In the event of any dispute arising from or related to this Agreement, the prevailing party shall be entitled to attorney's fees.

By signing this letter where indicated, you are confirming your agreement to the foregoing. This letter when signed by Artist and Disrupción Records shall constitute a binding agreement.

Artist Name and Passport/ID

Artist signature

Date:

Disrupción Records Representative Name & Title

Disrupción Records Representative Signature

Date: