



COMMISSIONING CONTRACT – Concert Music

This contract is between _____ (hereinafter referred to as The COMMISSIONER)
and _____ (hereinafter referred to as the COMPOSER)

- 1 a) The COMMISSIONER hereby undertakes to pay The COMPOSER a fee of £ (plus VAT if applicable) for the provision of an original composition (hereinafter called the WORK) of minutes duration for
.....
.....
Enter fee
Enter full description of forces employed in the music
- 1 b) Title of WORK (if known)
Title of text and name of author (if applicable)
If a copyright text is being used The COMPOSER will obtain permission for such use.
- 1 c) Details of first performance(s) (if known):
Date(s)
Performer(s)
Venue(s)
- 2 The COMPOSER warrants that to the best of his/her knowledge:
a) The WORK is an original composition
b) The COMPOSER is the owner thereof
c) The COMPOSER is authorised to enter into this Agreement
- 3 At least 50% of the fee to be paid on the signing of this Agreement and the remainder upon delivery of the completed full score to The COMMISSIONER (or, if applicable, The COMPOSER'S publisher).
- 4 The COMPOSER undertakes, using all reasonable efforts, to provide the completed WORK no later than otherwise The COMMISSIONER may be withdrawn by The COMMISSIONER.
However, with the written agreement of both parties, a new delivery date may be set. *Enter date*
- 5 a) The original manuscript shall remain the property of The COMPOSER. The COMMISSIONER shall have the right to receive one copy of the WORK.
- 5 b) The cost of copying orchestral/instrumental/vocal parts shall be the responsibility of The COMMISSIONER unless The COMPOSER proposes otherwise.
- 5 c) If the cost of preparing the material is to be borne by The COMMISSIONER no hire fee is chargeable for the use of these parts for the first performance.

- 5 d) The COMPOSER shall retain ownership of these parts.
- 5 e) Payment at minimum Musicians' Union Arrangers' rates shall be made by The COMMISSIONER for the provision of any additional material or arrangement from The COMPOSER.
- 6 All world rights whatsoever in the WORK remain the property of The COMPOSER subject to the terms of his/her membership of PRS and MCPS. However, the exception to this is The COMMISSIONER's right to give or promote the first performance of the WORK, provided that this takes place on a date not later than . *Enter date* after which date The COMPOSER is free to arrange the first performance elsewhere, in which case all material will be returned to The COMPOSER free of charge. However, with the written agreement of both parties, a new date for the first performance may be set.
- 7 The COMPOSER is free to offer the WORK for publication.
- 8 The COMPOSER hereby asserts high/her moral rights in the WORK as defined under ss. 77 and 80 of the Copyright, Designs and Patents Act, 1988.
- 9 This Agreement shall be interpreted in accordance with the laws of England and the Courts of England and Wales shall be the Court of Jurisdiction.

Signed by:

of

The COMMISSIONER

and

of

The COMPOSER

on

Date