
Musicians' Union M1 — Commissioning Contract For Copyists



Clause 1

An agreement dated _____
between _____ (full name of the hirer)
of _____
_____ (address of the hirer) (hereinafter referred to as 'the Commissioner')
and _____ (full name of the musician)
of _____
_____ (address of the musician) (hereinafter referred to as 'the Copyist')
whereby the Copyist undertakes to prepare parts for the following production _____

_____ (hereinafter referred to as 'the Commission')

and:

a) the Commissioner undertakes to pay an amount not less than the Musicians' Union/MWS general rates for the parts hereby commissioned

or

b) the Commissioner undertakes to pay an amount of £ _____ (plus VAT if applicable) such amount being not less than the Musicians' Union/MWS general rates at the time of this agreement.

(Delete (a) or (b) as necessary)

Clause 2 — Uses

Under this agreement the parts are provided and the Commissioner acquires the use of the parts in respect of the production title _____ for a single primary use selected from the following menu:

Any subsequent use is subject to further negotiation with the Copyist.

- (i) Commercial retail audio
- (ii) Radio production
- (iii) Television production
- (iv) Commercial retail video/DVD
- (v) Cinema film (including soundtrack album, video/DVD and television rights)
- (vi) Live performance
- (vii) Staged theatre production
- (viii) Advertising jingle
- (ix) Library music

(x) Computer game

(xi) Other

(Delete as applicable to indicate which use/uses are to be purchased)

Clause 3

Further uses beyond those contracted are precluded without the further written consent of the Copyist and agreement on further use fees.

Clause 4

In the event of the Commissioner requiring alterations and/or additions to the parts hereby commissioned the Copyist shall have the first option to undertake such alterations and/or additions.

Clause 5

The Commissioner shall own the property in the manuscript of the parts for the specified use in Clause 2 above.

Clause 6

The Copyist undertakes to deliver the score and/or parts in document format on or before _____ and the Commissioner undertakes to make full payment in accordance with Clause 1 above on receipt of invoice.

Clause 7

The Commissioner undertakes to obtain all licences and consents necessary for the Copyist to fulfil the Commission and fully indemnifies the Copyist in respect of any claims.

Clause 8

Where the Commission is for music preparation the Commissioner undertakes to use all reasonable endeavours to ensure that credit is given as follows:

Music preparation _____ as appropriate to the format: (i) on screen for broadcast or theatrical work; (ii) on product packaging for all commercially distributed work; and (iii) on programme publicity material for live engagements.

Signed

Signed

Commissioner

Copyist