

# Sample Commissioning Contract

This contract is between:

..... of ..... (The COMMISSIONER);

And

..... of ..... (The COMPOSER)

**1 (a)** The COMMISSIONER hereby agrees to pay the COMPOSER

A fee of £..... (*plus VAT if applicable*) (the Fee) for the provision of an original musical composition (hereinafter called the WORK) of ..... minutes duration for

.....  
.....  
.....

**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 first owner thereof
- c)** The COMPOSER is entitled to enter into this Agreement

**3** A minimum of fifty percent (50%) of the Fee to be paid upon the commission of the full score and the remainder upon delivery of the completed full score to the COMMISSIONER (or, if applicable the COMPOSER's publisher)

**4** The COMPOSER agrees to use all reasonable efforts to provide the completed WORK no later than .....failing which the commission may be withdrawn by the COMMISSIONER. However, with the written agreement of both parties, a new delivery date may be set.

**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)** Provision of material in digital format will not constitute a licence to copy, except with permission for a specific number of copies. The number of copies is limited to ... for use in rehearsing and giving the first performance.

These copies may subsequently be retained if a further performance is pending, otherwise they should be returned / destroyed. The score, however, may be retained by the COMMISSIONER

**5 (c)** The cost of preparing performing material shall be the responsibility of the COMMISSIONER and subject to a separate agreement (to cover the production, hire fees and ownership.)

**6** All world rights whatsoever in the WORK remain the property of the COMPOSER subject to the terms of his/her membership of *PRS for Music*, *MCPS*, or other collecting societies. 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 ....., 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 his/her right to be identified with the Work as set out in Part II of The Copyright, Design and Patents Act, 1988 (*as amended*).

**9** On all copies of the full score the COMMISSIONER will be credited.

**10** This Agreement shall be interpreted in accordance with the laws of England and the Courts of England and Wales shall be the sole courts of jurisdiction

Signed by:

.....

of .....

.....

The COMMISSIONER

and

.....

of .....

.....

The COMPOSER

Date: .....