

Commissioning Agreement for Composer...

This Agreement is made on this day of 20.....

Between..... of..... (“the Composer”)

And..... of..... (“the Commissioner”)

1.COMMISSION

a. The Commissioner hereby commissions the Composer to compose original music and/or lyrics (the Work) for inclusion in the sound track of..... (“the Production”);

b. Title(s) of Work..... as per attached list/to be advised Project Number(s)

Category of Work..... Maximum duration (as Composed):

..... minutes/to be advised. Description of cues (if known)

.....

.....

.....

Continue on separate sheet if necessary.....

c. For the Total Fee below made up of:

- Composition fee £.....
- Demos/Additional demos £.....
- Expenses £.....
- Attendances (please specify) £.....

TOTAL FEE £.....

2. COPYRIGHT

The copyright and all other rights in the Work to the extent not expressly granted to the Commissioner hereunder shall belong absolutely and be reserved to the Composer(s) or his/her assignee.

3. PERFORMING RIGHT

The Composers Vikki Wright and John Wright are members of the Performing Right Society (PRS) therefore this contract is subject to the express reservation of the rights in the Work which have been assigned to the PRS.

4. PAYMENT TERMS

a. In Consideration of the commission, the Commissioner agrees to pay the Composer(s) the Total Fee specified in the

Clause 1b as follows: £..... % (.....percent) of the Total Fee (delete as appropriate) on commencement of composition of the work/signature of the agreement and the balance on delivery of Work.

b. The Commissioner shall pay the Composer £..... per half day (up to 4 hours) plus expenses when required by the Commissioner to attend recording/editing/dubbing/viewing, sessions in addition to any attendance which may have been initially agreed to in Clause 1(c) above.

5.CREDITS

The Composer(s) shall be accorded credit on screen or on air separately in the main credits (subject to Clause 2a of the Terms and Conditions).

6.LAW

This Agreement will be interpreted in accordance with the laws of England and the Courts of England and Wales shall be the Courts of Sole Jurisdiction.

7.TERMS AND CONDITIONS

The Terms and Conditions attached and the Schedule of Recording attached (if applicable) shall form part of this Agreement.

1. This Agreement shall endure to the benefit of and the binding upon the Commissioner and the Composer(s) and their respective successors and assigns.
2. a) The Composer(s) hereby asserts his/her Moral Right of Paternity as defined under s.77 of the Copyright Designs and Patents Act 1988 (as the same may be amended varied or re-enacted) (“the Act”).
b) The Composer(s) grants to the Commissioner the right to edit the Work as may be reasonably required in connection with the production.
3. All monies payable to the Composer(s) under this Agreement are exclusive of all taxes, including VAT, which shall be payable in addition where applicable. The Commissioner will pay all fees and other sums due to the Composer(s) within 28 days of being invoiced by the Composer(s).
4. The Composer(s) hereby warrants that:
 1. the Work is/will be an original composition;
 2. The Composer(s) or his/her assignee is/shall be the owner of the copyright there of;
 3. The Composer(s) is/or free to enter in the Agreement.
 4. The Composer(s) is/are ‘qualifying’ individual(s) within the meaning of the Act.
5. The Commissioner hereby undertakes:
 - to supply the Composer with a copy of the Music Cue Sheet and on request the opportunity to check this with a copy of the Production in its final version and the Commissioner undertakes to alter any errors in the Music Cue Sheet promptly and to submit the same to the broadcasting/transmitting authority/distributor will be notified of the full details of the Work (Title(s), Duration, Composer and copyright owner) in order that such authority/distributor may fully comply with its obligations in respect of the use thereof to all relevant collection societies including without limitation PRS and their affiliates.
6. With the composers’ consent, the Commissioner may assign its interest under this Agreement provided that written notice and full details of the assignment are given to the Composer(s) promptly and the assignee enters into a direct agreement with the Composer.
7. Either party shall be entitled to terminate this Agreement upon written notice with immediate effect that:
 1. the other party is in material breach of any of its obligations hereunder and fails to remedy the relevant breach within 14 days of its receipt of written notice specifying the breach and requiring its remedy; or
 2. The other party becomes insolvent or enters into liquidation or administration or ceases trading or enters into a composition with its creditors. In the event of termination under this clause, any licences granted to the Commissioner by the Composer under this contract will terminate automatically and forthwith but without prejudice to rights granted to third parties.
8. Nothing in this Agreement will give rise to a partnership joint venture or relationship of employer/employee between the Commissioner and the Composer(S)

Signed _____ *Composer(s)...* *Dated*.....

Signed _____ *Commissioner...* *Dated*.....