Contract for the Commissioning of a Musical Work

**Commissioning Agreement:**

A COMMISSIONING AGREEMENT is made as of **July 1, 2020** between the Chris Ozley Commissioning Consortium (hereinafter referred to as CONSORTIUM MEMBERS), Chris Ozley Commissioning Consortium member and director, Andrew Harrison (hereinafter referred to as CONSORTIUM DIRECTOR), and Chris Ozley (hereinafter referred to as COMPOSER).

The contract documents of this COMMISSIONING AGREEMENT shall consist of this contract and any riders or modifications, as stipulated in paragraph 22.

**Statement of Commission:**

1. CONSORTIUM MEMBERS commission COMPOSER and COMPOSER agrees to write an original work for CONSORTIUM MEMBERS of approximately eight to ten minutes in duration scored for:

Alto Saxophone and Wind Band

1. COMPOSER warrants that to the best of his/her knowledge:

a.) The work is an original composition and the COMPOSER is the owner thereof.

b.) The COMPOSER is authorized to enter into this agreement.

1. COMPOSER will deliver a work of approximately a grade three to grade four in difficulty, according to music grading standards of the American Band College.
2. COMPOSER shall be listed as **Chris Ozley**.Appropriate copyright and performing rights license information shall also appear. The scores and other performance material delivered to CONSORTIUM MEMBERS and on all published editions shall include the following inscription:

Commissioned by Andrew Harrison and consortium members: (with individual schools, band directors, and student names listed alphabetically)

1. COMPOSER agrees to deliver the completed work to CONSORTIUM MEMBERS as follows:

a.) One complete score and parts shall be delivered to CONSORTIUM MEMBERS via email no later than **December 31st, 2020**.

b.)  Included hard copies of scores and parts will be mailed to CONSORTIUM MEMBERS no sooner than **December 31st, 2020**.

c.)  COMPOSER agrees to periodically advise the CONSORTIUM DIRECTOR as to the progress made toward its completion.

1. The CONSORTIUM DIRECTOR will have sole premier rights for the world premiere of this work, to be done at a yet to be determined location.
2. There will be a minimum of eight schools confirmed as CONSORTIUM MEMBERS in order for this commission to be valid. If there is difficulty confirming enough schools to participate, then the commission will be pushed back to a later deadline to ensure that enough schools are able to participate.
3. The CONSORTIUM MEMBERS will have sole performance rights of the work for a period of 12 months, immediately following the world premiere of the work.

**Payment:**

1. Deadline for submitting contract and payment is **July 1, 2020**.
2. As consideration of this agreement, CONSORTIUM MEMBERS agree to pay the COMPOSER $250.00 for the completion of this work.

a.) The full fee of $250.00 shall be due upon the confirmation of this agreement.

b.) Half of the fee will be distributed to the COMPOSER initially, and the other half will remain with the CONSORTIUM DIRECTOR until completion and delivery of the work to ensure that the terms of this agreement have been met.

1. The consortium fee includes the following:

a.) a listing of the school, band director, and each student in the published score,

b.) a full score and set of parts to own,

c.) a framed and signed copy of the title page addressed to the ensemble.

d.) and, lastly, having Dr. Harrison come and perform the work with the group on alto saxophone.

1. All funds shall be collected by CONSORTIUM DIRECTOR and delivered to COMPOSER once received. Records will be kept by CONSORTIUM DIRECTOR and COMPOSER to ensure accuracy. Payments will be made via PayPal to ChrisOzleyConsortium.
2. CONSORTIUM MEMBERS may also contact the CONSORTIUM DIRECTOR directly about paying by check via mail.

**Non-fulfillment of Terms:**

1. This agreement and the obligations of CONSORTIUM MEMBERS and/or COMPOSER are subject to conditions beyond the reasonable control such as illness, accidents, family tragedy, fire, flood, and/or unforeseen acts of nature. If COMPOSER or CONSORTIUM MEMBERS shall be forced to cancel the work as a result of any of the above events, CONSORTIUM MEMBERS shall be responsible only for any out-of-pocket expenses incurred by COMPOSER directly associated with this agreement. In the event a CONSORTIUM MEMBER elects to not fulfill this contract, that CONSORTIUM MEMBER or group forfeits any payments.

**Rights:**

1. CONSORTIUM DIRECTOR shall have the following rights with respect to the commissioned work:

a.)  The right to first refusal with respect to the making of the first commercial production of the work, on a record label acceptable to the COMPOSER, for a period of 2 years following the completion of the work. After this period, the COMPOSER has the right to record the commissioned work elsewhere.

b.)  The right to produce the work for non-commercial use, including online audio and video streaming, so long as a copy of the production is made available to the COMPOSER within 10 working days following the recording session or performance.

c.)  The right to give the official world premiere during the first year. This distinction applies regardless of calendar date.

d.)  CONSORTIUM DIRECTOR also shares all rights granted to CONSORTIUM MEMBERS.

1. CONSORTIUM MEMBERS shall have the following rights with respect to performance of the commissioned work:

a.)  The exclusive right to perform the work including giving the premiere (regional premiere) for a period of one year following the delivery of the score. CONSORTIUM MEMBERS shall notify COMPOSER of all performances and provide a copy of concert program when applicable.

b.) The right to produce the work for non-commercial use, including online audio and video streaming, so long as a copy of the production is made available to the COMPOSER within 10 working days following the recording session or performance.

c.)  The right to produce the work for personal uses by CONSORTIUM MEMBERS, so long as a copy of the recording is made available to the COMPOSER within 10 working days following the recording session or performance.

1. COMPOSER may authorize additional performances during the first year and agrees to notify the CONSORTIUM DIRECTOR of any such performances.
2. All rights in the commissioned work not granted to CONSORTIUM MEMBERS are reserved to COMPOSER. CONSORTIUM MEMBERS acknowledge the COMPOSER retains ownership of the commissioned work. COMPOSER is not an employee of CONSORTIUM MEMBERS and CONSORTIUM MEMBERS agree that the result is not a “work for hire” as defined under current copyright law.
3. COMPOSER warrants that nothing herein contravenes any pre-existing agreement with a publisher or any other party. COMPOSER agrees that any subsequent agreement with a publisher shall be subject to the rights granted to CONSORTIUM MEMBERS hereunder.
4. All performing groups agree to send PDFs of concert programs and notify the COMPOSER anytime they are performing the piece. Concert programs must include the title of all performed pieces, all composers' names, the venue of the concert, and the date of the concert.
5. All performances of the work given by or under the authority of CONSORTIUM MEMBERS, including the world premiere performance, must be given pursuant to a performing rights license from ASCAP or an affiliated performing rights organization.

**Modifications or Amendments:**

1. Modifications or amendments to this contract may be made. Any such modification must be in the form of a written rider to this contract, countersigned by both the COMPOSER and CONSORTIUM DIRECTOR.

**To become a CONSORTIUM MEMBER please:**

a.) Sign and complete this form.
b.) Pay the $250.00 fee at PayPal to ChrisOzleyConsortium. (See paragraph 10 for details.)
c.) Email this contract to either Chris or Andrew at their addresses listed below.

**AGREED TO AND ACCEPTED**

**By CONSORTIUM DIRECTOR:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

Andrew Harrison Date

classicsax1@gmail.com

**By COMPOSER:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

Chris Ozley Date

chris.ozley@utexas.edu

**By CONSORTIUM MEMBER:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature Date Name (Print)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

School Name

Contact Email & Phone #: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**