Composition commission reference notes

These notes are for reference purposes only. Access to the Composition Commission template and these notes does not constitute the provision of legal advice by either the ISM or its partners. Those using the contract and these notes do so strictly on the basis that no liability, in relation to the use of the contract or the notes, is accepted by the ISM or its partners.

You are strongly advised to seek independent legal advice before entering into any contract. ISM full and student members are entitled to free legal advice in relation to the use of these template contracts from the ISM legal team.

This contract may be used by Composers where they have been commissioned to compose a piece of music and deliver a score to a third party for a specified number of performances by an Orchestra (or any ensemble or individual) at a Venue and on Dates specified in the Schedule.

The copyright in the Work remains the Composer’s property and the Composer is free to deal with their rights in the Work except that the Composer agrees not to grant a third party the right to perform the Work until after the agreed dates for the performances. After the performances the licensee should return all physical copies of the Score or destroy them (at the Composer’s direction), and delete any electronic copies.

No rights are granted to record the performances or otherwise exploit the Work (for example streaming or webcasting). If any additional rights are requested or a potential licensee wishes to amend any of the terms of this contract you should seek expert advice before agreeing terms.

Notes to individual clauses:

Clause 3.1 Composer retains ownership of all rights in the composition, and licences to the orchestra only the specific exclusive rights to create and copy orchestral parts from the score and to perform the work on the agreed dates (clauses 3.3 and 3.5).

Clause 3.2 If the commissioning party requests composer to make changes/alterations to the composition after it has been delivered, they will pay the composer an additional fee to be agreed at the time. (On the other hand, the composer is often expected to bear the cost of any post-delivery alterations that he/she chooses to make).

Clause 3.3 The orchestra will bear the cost of making the orchestral parts, and the right to copy them from the Score is included in the Fee. Composer keeps the orchestral parts and Score after the performances.

Clause 3.4 Composer must make sure that s/he is registered with PRS, if this has not already been done, in order to receive the performance licence income relating to the performances. If Composer is unregistered, he/she will receive all of the licence income; if Composer has a publisher, it will be divided 50/50 with the publisher. (Often, the publisher will agree to give half of their share to the composer, so that composer ultimately receives 75% of the PRS income).

Clause 3.6 The Composer’s moral rights are:
(i) the right to be credited as the composer
(ii) the right to object to any arrangement or treatment of the composition which could damage his/her reputation
(iii) the right to object to false attribution (ie being named as the composer of a work that he/she did not write)

The first of those rights does not arise automatically but must be asserted in order to come into existence. The second and third rights arise automatically. Some types of music publishing contract will require the composer to waive some or all moral rights. This is however much less common in classical music publishing, and therefore clause 3.6 asserts the first right, and does not waive the second and third rights.

Clause 4

Clause 4.1 This is a standard warranty for a composer or author or any other creator of original content. Composer guarantees that the work is original; if the commissioning party has to settle an infringement claim because the Composer had incorporated some unauthorised third party material into the composition, Composer agrees to cover all resulting costs and damages incurred by the commissioning party.

Clause 4.2 The commissioning party gives a matching warranty and indemnity to the Composer.

Clause 5.5 Use the alternative clause where the commissioning party and performances are in a (non-UK) EU member state. A possible consequence of Brexit could be that it will become difficult to enforce in the UK a court order for damages, late fees and debts obtained in a court in an EU member state. If this is concern, then the alternative arbitration clause should be used, since an award obtained through arbitration can be enforced internationally. Please select the UK country in which you are resident and delete the others.

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