
Musicians' Union M2 – Commissioning Contract For Arrangers



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 arranger) (hereinafter referred to as 'the Arranger')
whereby the Arranger undertakes to make an arrangement of _____

_____ (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 arrangement 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 arrangement is 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 Arranger.

- (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 Arranger and agreement on further use fees.

Clause 4

In the event of the Commissioner requiring a further adaption of the arrangement hereby commissioned the Arranger 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 arrangement for the specified use in Clause 2 above. Subject to the reasonable requirements of the Commissioner the Arranger shall have access to the manuscript for reference or copying.

Clause 6

The Arranger undertakes to deliver the arrangement 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 Arranger to fulfil the Commission and fully indemnifies the Arranger in respect of any claims.

Clause 8

The Arranger retains the copyright in the arrangement hereby commissioned and hereby asserts the right to be identified as author thereof.

Clause 9

The Commissioner undertakes to use all reasonable endeavours to ensure that credit is given as follows:

Arranged by _____ 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

Arranger