

## MTNA COMMISSIONED COMPOSER CONTRACT

Commissioning Year \_\_\_\_\_ State \_\_\_\_\_

Composer's Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

E-mail \_\_\_\_\_ Phone \_\_\_\_\_

Title of Composition \_\_\_\_\_ Performance Medium \_\_\_\_\_

Total commission fee to be paid to composer: \_\_\_\_\_ Is this a joint commission with another state(s)? \_\_\_\_\_

If yes, name all states and the amount to be awarded by each state, including the MTNA portion \_\_\_\_\_

Composer shall deliver commissioned work to the State MTA Commissioning Chair no later than \_\_\_\_\_

Composition shall be premiered at the \_\_\_\_\_ State Conference on \_\_\_\_\_

### Terms of Agreement

For good and valuable consideration, including, but not limited to the agreements herein made and to be performed, the receipt and sufficiency of which are herewith acknowledged, each of the signatory parties to this Contract agree as follows:

The date of the premiere performance at the State MTA Conference determines the commissioning year. For the composition to be considered in deliberations to select the MTNA Distinguished Composer of the Year, two scores and two performance recordings must be electronically submitted by the State MTA President or Commissioning Chair to MTNA via the website portal on or before 11:59 P.M. (EST) December 1 of the commissioning year. One set of the PDF and MP3 files of the score and recording are anonymous, bearing no identification of the composer, copyright holder, or nominating State MTA. The other set must be clearly identified. At the conclusion of deliberations, the PDF and MP3 files will be electronically stored in MTNA Composer Commissioning archives.

The State MTA completing this form shall submit a request electronically to MTNA for payment of the MTNA portion of the commission fee on or before 14 days prior to the scheduled date of the premiere. Payment of the MTNA portion of the commission fee to the State MTA completing this form will be made following a request submitted electronically approximately two weeks prior to the premiere. This request should verify that the composition has been delivered and that the performance at the State MTA conference will take place on the date stated above. It is understood that a State MTA is limited to only one MTNA-matched commission during each calendar year. The composer agrees that MTNA and the State MTA shall have sole rights for the premiere performance (and any other performances listed above) of the composition. It is expressly agreed that all rights pertaining to the musical composition, except the right to the premiere performance and those listed above shall remain with the composer. MTNA and the State MTA(s) shall receive proper credit in any publication, performance and/or commercial recording of the same.

I, \_\_\_\_\_, herein referred to as the "Composer," understand and agree to the terms and conditions found in this and as set forth in "Exhibit A" attached hereto, made a part hereof, and incorporated for all purposes, and give permission for my composition to be considered in deliberations for the MTNA Distinguished Composer of the Year, for the Commissioning Year \_\_\_\_\_. I understand that if I am selected MTNA Distinguished Composer of the Year, it is my responsibility to provide

performers for presentation of the work at the next MTNA National Conference to be held in (CITY/STATE) on (DATE) .

I further understand that it is also my responsibility to provide performers for the premiere performance of the commissioned work at the above-mentioned State Conference.

Composer's Signature \_\_\_\_\_ Date \_\_\_\_\_

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The undersigned verify that the information contained in this agreement is complete and accurate and that they agree to the terms and conditions of this contact.

\_\_\_\_\_ Date \_\_\_\_\_  
State Commissioning Chair Signature

\_\_\_\_\_ Date \_\_\_\_\_  
State President Signature

\_\_\_\_\_ Date \_\_\_\_\_  
MTNA Executive Director & CEO Signature

October 2017

SAMPLE

**MTNA COMMISSIONED COMPOSER CONTRACT**  
**RESPONSIBILITIES AND RIGHTS OF A COMMISSIONED COMPOSER**  
**(Exhibit A)**

**Responsibilities**

Unless other arrangements are agreed upon between the State MTA and the Composer in the names herein set forth, when a Composer signs a Composer Commissioning Contract with an MTNA state affiliate, the Composer agrees:

- To assume all responsibility (financial and logistical) for creating a new score and performance parts for the commissioned work by the agreed upon deadline, including preparation of four properly prepared scores and recordings for national submission (see bullet #5).
- To assume all responsibility (financial and logistical) for the premiere performance of the commissioned work, including securing the actual performers, on the date set, at the agreed upon State MTA Conference. The Composer agrees to protect the premiere performance by waiting until after the premiere 1) to publicly perform all or any part of the commissioned work, 2) to display or sell copies of the score, or 3) to make copies of the score or MP3 available on any website for sale, viewing or listening.
- To assume all responsibility (financial and logistical) for making a recording of the work.
- To provide publicity materials (photo, biography, etc.) as requested to the appropriate State Conference Chair.
- To have the new work presented for consideration in the MTNA Distinguished Composer of the Year selection for the calendar year during which the work was given its premiere performance. The final score and recording should be submitted to the State Composer Commissioning Chair by an agreed upon date; the State MTA Commissioning Chair will submit electronically two PDF files of the score and two MP3 files via the MTNA website on or before 11:59 P.M. (EST) December 1 of the commissioning year. One copy of the PDF of the score and MP3 file MUST NOT bear any identification whatsoever of the composer, copyright holder or the nominating State MTA. One copy must be labeled completely and properly for submission to the MTNA Archives at the University of Cincinnati Libraries. All submitted copies of the scores and recordings become the property of Music Teachers National Association.
- To allow the electronic files (PDF and MP3) to become the property of Music Teachers National Association. These files will reside in the Composer Commissioning archives following the Distinguished Composer of the Year selection process.
- To give MTNA and the State MTA proper credit in any subsequent publication, performance and/or commercial recording of the work. This statement (or similar one) must appear on the score: "This work was jointly commissioned by (state) Music Teachers Association and Music Teachers National Association in (year) and was premiered on (date) in (location)."
- To consider acceptance of an invitation to participate in a master class at the MTNA National Conference, if s/he is selected as the MTNA Distinguished Composer of the Year, with the winners of the MTNA Composition Competition on a different day from the MTNA Distinguished Composer of the Year Conference Session, if such session is planned in that year's conference.
- To agree to be the subject of a "spotlight" Composer Commissioning Column in *American Music Teacher* magazine, if s/he is selected as the MTNA Distinguished Composer of the Year, and to provide requested information to the appropriate MTNA National Chair for preparation of the article, if such article is planned for that commissioning year.

Unless other arrangements are agreed upon between the State MTA and the Composer, if the Composer is selected as the MTNA Distinguished Composer of the Year, the composer agrees:

- To assume all responsibility (financial and logistical), including securing the actual performers, for having the commissioned work performed at the MTNA National Conference during March or April of the calendar year following the premiere performance of the work.
- To assume all responsibility (financial and logistical) for attending the performance of the selected work at the aforementioned MTNA National Conference.
- To provide publicity materials (photo, biography, etc.) as requested to the appropriate MTNA National Staff members or officers.

**Rights**

- The Composer will retain all the rights to the commissioned work.
- The Composer will receive the agreed upon commissioning fee from the state MTA affiliate between the date of delivery of the score to the designated MTA official, as herein provided, and the premiere performance of the work (The premiere performance at the State MTA Conference must be established for this to occur.)
- If the Composer is selected as the MTNA Distinguished Composer of the Year, s/he will receive an award of \$5,000 at the performance of the work during the MTNA National Conference.

Date \_\_\_\_\_

Signature of Composer \_\_\_\_\_

