

Commissioning Contract (Does not apply to music drama)

Between THE COMMISSIONING PARTY / ORDERER and COMPOSER (full names addresses and CPR/CVR numbers) and date of contract.

1. The work

THE ORDERER hereby commissions THE WORK with the working TITLE from COMPOSER to have its first performance DATE and PLACE

Here: description of work

2. Text

The work's text is authored by NAME, possibly in partnership with the COMPOSER, and is delivered and acknowledged by both the ORDERER and the COMPOSER by the latest DATE.

Here: description of work

If the text is submitted later than the DATE, the composer's submission deadline is renegotiated.

3. Cast

The work has the following cast: CREW (including soloists, choirs, musicians, electronics, etc., including associated performance and visual aspects).

4. Promotion and dissemination of work

All parties will cooperate together to promote and disseminate the WORK. Any possible remuneration etc. of the COMPOSER in connection with such promotion is unauthorised and separate from this agreement.

5. Force majeure

All general reservations for external circumstances beyond the control of the parties - force majeure - apply to this contract.

In the event that force majeure prevents delivery of the work within the agreed deadline, the parties must jointly find a new delivery date.

If force majeure prevents the COMPOSER from completing the work, the COMPOSER retains the part of the order fee that has already been paid, cf. section 7.

If force majeure prevents the ORDERER from premiering the work within one year after the DATE, cf. section 6, an extended period shall be agreed for the ORDERER's exclusive right to the original performance of the WORK in accordance

with the same guidelines as in section 6.

6. Rights

THE ORDERER(S) undertakes to premiere the work in/on DATE or within a period not exceeding 12 months thereafter.

THE ORDERER is entitled by the COMPOSER to premiere the work. The transfer thereof is exclusive.

If the work is a co-commission, then the world premiere and other performances shall be negotiated between all parties prior to and in good faith. Amendments to performance dates are not the COMPOSER's responsibility but shall be mutually acceptable between ORDERER and COMPOSER, to enable sufficient working time and allow for sufficient communication with external parties (e.g. funding bodies, venues etc).

If, for reasons other than force majeure, this premiere does not happen within the 12 month time limit specified, the exclusivity lapses and the work's rights holders are entitled to have it premiered by another ensemble.

THE COMPOSER cannot and does not transfer the copyright to the work.

THE COMPOSER guarantees by this agreement that the work does not infringe on the rights of third parties.

THE ORDERER is entitled to record performances of the work free of charge, provided that such recordings are only used internally by the ORDERER.

Fragments of the footage can be used for promotion on the ORDERER's website.

The rights holders are entitled by the ORDERER to copies of such recordings and to use them to promote the work in order for the work to be performed / sold to other ensembles. However, this presupposes acceptance on the part of the participants.

These recordings may not be published for sale or otherwise made publicly available, unless by mutual agreement between parties mentioned herein.

The ORDERER undertakes in its agreements with the contributors to ensure the rights holders' use of the recordings as described above.

The ORDERER and rightsholders are also part of a collaboration on the possibilities for an audio and / or image recording of the work (CD, DVD, etc.).

7. Composer fee

A fee of **DKK AMOUNT** is to be paid for the work.

a) At the conclusion of this agreement, NUMBER% of the fee, DKK AMOUNT is paid. The remaining amount, DKK AMOUNT, will be paid upon delivery of the

finished work.

OR

b) No upfront payment is demanded by the COMPOSER in relation to this commissioned work. However, the full amount, **DKK AMOUNT**, will be paid upon delivery of the finished work to the ORDERER.

If the ORDERER chooses to apply to the Statens Kunstfonds scholarship committee and / or other foundations, and a grant is granted from here for the order fee which is paid directly to the composer, the ORDERER's share of the fee is reduced accordingly.

If the WORK for reasons other than force majeure has not been premiered within 12 months after the DATE, cf. item 6, the ORDERER is obliged to pay the COMPOSER the full composer's fee.

The fee is transferred to the composer's bank:
(full BANK Details)

8. Delivery of work and related performance/working material

THE COMPOSER delivers the score for the finished work to the ORDERER no later than DATE, or in case of slight delay to premiere, then maximum 3 months prior to the premiere.

THE ORDERER and THE COMPOSER, possibly the composer's publishing house, agrees on the supply of working material (piano score, parts, etc.).

The working material must be delivered to the ORDERER no later than 3 months prior to the world premiere.

9. Additional performances

The work should be performed minimum NUMBER OF TIMES in the same season as the premiere.

10. Royalties

Possible royalties, including settlement from KODA, are not part of the commission fee.

The distribution of any royalties between AUTHOR and COMPOSER is not the responsibility of the ORDERER.

11. Crediting

THE COMPOSER undertakes to credit the ORDERER on the score for the work and in other relevant contexts with the text: The work has been commissioned by the ORDERER.

THE COMPOSER's name must be stated on posters, in programs and

advertisements and otherwise anywhere where performances of the work are announced or mentioned.

12. Duration

This Agreement shall last until the expiry of the time limit set out in point 6. This Agreement shall enter into force upon signature of both/all Parties. The agreement is irrevocable throughout its duration.

13. Default

If one of the parties materially breaches its obligations under this agreement, the non-defaulting party may terminate the agreement. The termination presupposes that the non-defaulting party has reprimanded the default to the defaulting party and has given the person in question NUMBER days' written notice to remedy the default. If the material breach has been remedied within this period, the agreement may not be terminated.

14. Disputes

Any disputes that may arise in connection with this agreement shall be settled in accordance with Danish law within the COMPOSER's geographical jurisdiction.

Signatories:

ORDERER 1: _____

Date: _____

ORDERER 2 (if applicable): _____

Date: _____

COMPOSER: _____

Date: _____