

On Commissioning Composers

Jane Woolfenden

BASBWE has a long and proud tradition of commissioning new works for wind, most of which have been published, and are now in the repertoires of wind orchestras and ensembles world wide.

Many readers will have enjoyed playing, conducting or listening to performances of Adam Gorb's *Awayday*, David Bedford's *Sea & Sky & Golden Hill*, Martin Ellerby's *Paris Sketches*, Joseph Horowitz's *Bacchus on Blue Ridge*, Richard Rodney Bennett's *Morning Music* and Guy Woolfenden's *Gallimaufry*, a small sample of the many works commissioned since 1981 when BASBWE was founded.

BASBWE has several ways of commissioning works:

- ◆ by directly, or part-funding, a composer
- ◆ in collaboration with a regional arts board or publisher
- ◆ through the College Commission Consortium, a group of music colleges and university music departments; CCC is administered by BASBWE Education Trust and has an annual ongoing commissioning programme.

Many works have also been commissioned by educational establishments, band directors and instrumentalists with funds generously supplied by regional arts boards, or private, educational or commercial sponsorship. Recently, however, I have received several letters asking for help and information after a commissioned work had been completed, which reveal a catalogue of serious difficulties and misunderstandings, mostly due to the lack of a written contract, negotiated and agreed between composer and commissioner in the early stages of the project. I felt it might be helpful to set out some guidelines on the commissioning process, learned through experience gained over many years of marriage to a

composer who prefers to compose, rather than to negotiate contracts!

Choosing a composer is a very personal matter. If you, or your committee, decide to approach a well-respected and established musician, do bear in mind that the more experienced composers expect higher fees and are likely to be much in demand. You may perhaps be wanting to commission a work for a special occasion on a particular date, and it should be remembered that some composers write more slowly than others, or may have other scores to finish before they can start on your project, so sufficient time must be allowed. A minimum of twelve months notice is essential, while very busy composers may require three to four years notice to fit the new work into their schedule. It is usual for composers to receive half the commission fee on signing the agreement and half on delivery of the full score.

The commissioning fee offered to the composer is for writing the music and providing a full score - nothing more. For instance, if the commission includes original lyrics (for a choral or vocal work) these must be commissioned separately, and in the case of existing poetry or lyrics, permission must be sought from the author or publisher if these are still in copyright.

Allowance must also be made for the cost of the preparation and production of all the performing materials. With present day computer technology, such as the Sibelius or Finale programmes, the composer himself may be capable of producing the parts to a professional standard, but will expect to be paid for the considerable time, energy and skill needed, unless it is clearly understood that the fee offered includes the provision of all the performing materials.

Some composers still prefer to produce hand-written scores, and unless these are transferred to computer, the parts will also have to be hand-copied. There are many excellent copyists around, who will expect to be paid at Musicians' Union rates.

If it is not part of the original understanding that the composer agrees to provide the performing materials, and

he cannot be persuaded to take on this task, the responsibility lies with the commissioner, making it an important consideration when preparing the budget. With this in mind the commissioner may need to seek further sponsorship to cover these costs.

The date of the first performance should be agreed up-front, with some built-in flexibility in case of unforeseen circumstances. If it becomes impossible for the commissioning body to perform the work within this given time-frame, the composer might reasonably expect to be granted the right to re-schedule the first performance independently, and it is very important that this is agreed in the contract.

Vital considerations in the preparation of the agreement and the budget are the duration of the work, the forces required and the technical difficulty. Composers are usually delighted to come down from their lonely garrets to meet the ensemble for which they are going to write, and usually enjoy both the chance to discuss on site the fine detail of the commission, and the opportunity to assess the qualities of the musicians involved.

Rights expected by the composer include the following:

- ◆ the copyright in the work remains with the composer, subject to the terms of the composer's membership of the Performing Right Society and the Mechanical Copyright Protection Society
- ◆ the composer will retain ownership of the original manuscript/score
- ◆ the composer remains free to offer the work for publication

Rights of the commissioner could include the following:

- ◆ the right to receive a copy of the score
- ◆ the right to give the first performance of the work
- ◆ the exclusive right to perform the work within a certain period
- ◆ the right to make the first commercial recording of the work (subject to license)

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- ◆ the right to be credited as the commissioner on all published editions of the score, recordings and concert programmes
- ◆ the right to negotiate rental fees for use of the score and parts with the composer, or publisher, if one is involved

I hope that, having read this article, no-one is discouraged from the excitement of commissioning a new work and seeing it through from early discussions to the first performance. My sole aim in putting pen to paper has been to make potential commissioners aware of how to avoid some of the pitfalls and misunderstandings which can bedevil what should be a hugely enjoyable experience. For peace of mind it is essential that a written agreement is drawn up to the satisfaction of both parties and I am sure that many composers (or their partners!) will be happy to help with this, to ensure that all loose ends are properly tied.

Further help can be obtained from:

The British Academy of Composers and Songwriters

British Music House, 26 Berners Street, London, W1P 3DB

Tel: 020 7636 2929

Fax: 020 7636 2212

Email: info@britishacademy.com

www.britishacademy.com

A copy of the Academy's Draft Commissioning Contract is available free of charge to members, £5 to non-members, and their suggested Fee Guidelines for Concert Music Commissions is available free to members and non-members alike.

Musicians' Union

60/62 Clapham Road, London SW9 0JJ

Tel: 020 7582 5566

Fax: 020 7582 9808

www.musiciansunion.org.uk

The Musicians' Union produces a leaflet on Rates for Music Preparation for its members, and Specimen Commissioning Contracts for Composers and Copyists are available to groups wishing to commission MU members.

Contacts for further assistance:

Jane Woolfenden (jane@ariel.co.uk)

Samuel Becker (beckersamuel@hotmail.com)

John Myatt Woodwind & Brass

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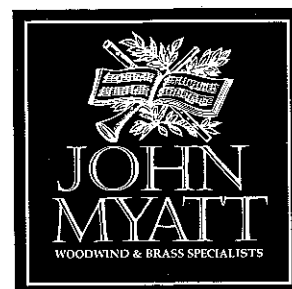
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