

This Music Commission Agreement (the “**Agreement**”) made this _____ day of _____, 20____, is entered into and made by and between YALE UNIVERSITY acting by and through the _____ (hereinafter referred to as “**University**” or “**Yale**”) and _____, an individual with a mailing address at _____ (hereinafter referred to as “**Composer**”).

In consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Deliverables.

- a. Creation and Specifications of Deliverables. Composer agrees to create an original composition of approximately _____, with text and title to be mutually agreed upon in writing by Composer and the University (the “**Composition**”).
- b. Delivery. Composer agrees to deliver to the University a full and complete score and parts of the Composition, electronically in PDF format, on or before _____. Upon the University’s reasonable request, Composer agrees to provide the University opportunities to review the progress made by Composer in the creation of the Composition in a manner mutually agreed in writing by the parties. The manuscript and original sketches of the Composition, together with all rights not specifically granted to the University hereunder, shall at all times remain the personal property of Composer. The University may retain the scores for the World Premiere and any future performances.
- c. Inscription. The title or first page of the Composition, and all published editions and copies thereof, will include the following inscription:

“ _____ ”

2. Schedule of Payment. The University shall pay Composer’s invoices no later than 45 calendar days after the University receives Composer’s invoice as directed below. Composer shall submit invoices to Yale University Accounts Payable, P.O. Box 208228, New Haven, Connecticut 06520-8228 noting the Purchase Order Number, department/school and contact on the invoice, as follows:

- a. First invoice in the total amount of \$ _____ issued upon full execution of this Agreement; and
- b. Second invoice in the total amount of \$ _____ issued upon the University’s final written acceptance of the Composition

(collectively, the “**Commission Fee**”). The University shall issue an IRS Form 1099 in Composer’s name for total payments made hereunder.

3. World Premiere. Composer hereby grants to the University the following rights:

- a. the exclusive right to issue the first public announcement of the commission of the Composition as contemplated herein; and
- b. the exclusive right to promote, perform, record and livestream the world premiere of the Composition, the date, location, venue, promotional channels and materials, and streaming platform with respect to such performance(s) shall be determined in the University’s sole discretion (collectively, the “**World Premiere**”), provided such performance(s) take place on or before _____ unless delayed due to a force majeure event or as otherwise agreed upon by the parties in writing. Recordings made by or on behalf of the University of the World Premiere performance or subsequent performances by the commissioning ensembles prior to _____ may not be used for any purpose other than the archival, educational and/or not-for-profit purposes of University without the prior written consent of Composer.
- c. To the extent applicable, the parties acknowledge that all performances of the Composition by the University, including the World Premiere, will be subject to a performing rights license obtained from _____. All rights in and to the Composition not granted herein to the University are reserved by Composer.

- d. Promotion of World Premiere. Composer hereby grants to the University the right to make audio recording(s) of the Composition (and to authorize others to do the same), in whole or in part, for use in promoting the World Premiere (collectively, “**Promotional Recordings**”), including but not limited to, in radio and television advertising, newscasts and reviews; provided, however, that the University receives no compensation for such uses other than reimbursement for applicable out-of-pocket expenses.

4. Master Tape (if applicable).

- a. In the event creation of the Composition hereunder requires recording by the University of the Composition (in whole or in part), Composer acknowledges and agrees that the University shall be the sole and exclusive owner of any and all such recording(s) (collectively, the “Master Tape”), including any and all copyright and/or other proprietary rights therein. For the avoidance of doubt, the University’s rights in the Master Tape, include, but are not limited to, use, in whole or in part, to promote ISM and the University’s music programs, including on the University’s websites and/or in webcasts authorized by the University, and for any other purposes that support the University’s mission. The University will credit Composer with authorship in all such uses.
- b. The University shall provide a copy of the Master Tape (if any) to Composer. The University hereby grants Composer a perpetual, non-exclusive right to use excerpts of the Master Tape of up to 30% in length on Composer’s personal website, as approved in writing by the University, which approval shall not to be unreasonably withheld.

- 5. Expenses.** Composer is responsible for all out-of-pocket expenses including, but not limited to, postage, overnight mail, telephone, travel, research, printing, recording, and other miscellaneous expenses related to the creation of the Composition. Notwithstanding any provision to the contrary in the Agreement, the University shall not be responsible for reimbursing any expenses incurred by Composer under the Agreement except with respect to printing of the Composition materials. Composer agrees to substantiate request(s) for reimbursement by providing the University with satisfactory documentation, including original papers and receipts. Other than payment of the foregoing reimbursement (if any) and the Commission Fee, the University shall make no other payments to Composer under this Agreement unless agreed upon in advance by mutual written agreement.

- 6. Term and Termination.** This Agreement shall expire upon University’s final written acceptance of the Composition and full payment to Composer in accordance with Section 2 above, except that: (a) if Composer is unable to fulfill the terms and obligations of this Agreement in accordance with its provisions, University may terminate this Agreement upon written notice to Composer and University will not be liable for any portion of the Commission Fee, whether previously paid or not, and (except where Composer has breached any representation or warranty of Composer) Composer’s sole liability to University shall be, and Composer shall promptly provide, the full refund of the Commission Fee to University upon receipt of such termination notice; and (b) the parties shall have a continuing obligation after expiration or termination hereof to comply with any provision of this Agreement that by its sense and context, is intended to survive completion, expiration or termination of this Agreement.

- 7. Limitation of Liability.** Neither party shall be liable to the other party for any indirect, special, incidental, consequential, punitive or other such damages or loss suffered by such other party arising hereunder, including but not limited to, any loss of profit, business opportunity, reputation, data, and/or goodwill, regardless of whether such party is advised or should know of the possibility of such damages or loss.

- 8. Representations and Warranties.** Composer represents and warrants that: (a) Composer has the right to enter into this Agreement and to grant all of the rights granted herein; (b) Composer has obtained all licenses and permits required under applicable law to perform Composer’s obligations under this Agreement; (c) the Composition is wholly original with Composer and has not been and will not be copied in whole or in part from any other work, and (d) neither the Composition, nor any use thereof, as contemplated in this Agreement will infringe upon or violate any rights of any third party.

- 9. Indemnification.** Notwithstanding any provision to the contrary herein, Composer agrees to defend, indemnify, and hold harmless the University, its employees, trustees, directors, agents, and representatives from and against any and all loss, cost, claims, damages, liability, demands or expenses, including without limitation, reasonable attorneys’ fees, which may arise out of, or in connection with breach of Composer’s representations or warranties.

- 10. Tax-Exempt Status.** The University is exempt from federal and state taxation, under section 501(c)(3) of the Internal Revenue Code (including all Connecticut sales and use taxes (Permit E00015) and federal excise taxes (Exemption No. 06730237F)). Composer shall be solely responsible for payment of any and all taxes or fees,

whether foreign or domestic, relating to amounts paid to Composer under this Agreement.

- 11. Use of University's name.** Except as expressly permitted by the University herein, Composer agrees not to use: a) Yale's name, b) the name of any employee, student, representative or agent of Yale, or c) any trademarks, service marks, logos, trade names and/or other indicia owned or controlled by Yale, without the express prior written permission of Yale. In no event shall Composer nor any of Composer's employees, agents, or subcontractors represent themselves as employees or agents of Yale.
- 12. Relationship of Parties.** The parties shall perform their obligations under this Agreement as independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship. No party shall have authorization, express or implied, to bind any other party to any agreements, liability, or understanding. Composer acknowledges that Composer is not entitled to receive from the University worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise, in connection with this Agreement.
- 13. Notices.** All notices concerning this Agreement shall be in writing and deemed sufficiently given if delivered in person with a receipt signed by the person accepting delivery; or sent by facsimile, with confirmation of receipt; or by registered or certified mail, postage prepaid; or by recognized overnight delivery service, with confirmation of receipt, to the address of the applicable party.
- 14. Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements and statements, whether written or oral, regarding such subject matter described herein. No amendment or modification to this Agreement shall be binding unless set forth in writing and signed by all parties. No waiver by any party of any provision or any breach in this Agreement shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver. Delay or failure of any party to insist on strict performance of any provision of the Agreement or to exercise any rights or remedies in this Agreement shall not be deemed a waiver. In the event that any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue to be enforceable in accordance with their terms. Composer shall not assign, transfer, delegate, and/or subcontract Composer's rights or obligations under this Agreement. This Agreement is not intended to create rights for any third parties. Any person who is not a party to this Agreement has no right to enforce any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflict of law rules. All disputes hereunder shall be resolved in the applicable state or federal courts of Connecticut. Both parties agree to accept the jurisdiction of such courts in connection with any such dispute. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the last signature date below:

	For Composer	For University
Signature:		
Name (in print):		
Title:		
Date:		

NOTICE INFORMATION FOR THE UNIVERSITY (PLEASE TYPE OR PRINT)		NOTICE INFORMATION FOR COMPOSER (PLEASE TYPE OR PRINT)	
Name (in print):		Name (in print):	
Title:		Title:	
Address Line 1:		Address Line 1:	
Address Line 2:		Address Line 2:	
City:		City:	
State:		State:	
Zip Code:		Zip Code:	
Email:		Email:	