



Music Arrangers' Guild of
Australia



Membership Number 592 for
Copying and Arranging Music

Please note that identical fields in this form, after being entered once are automatically copied for you to save retyping. This form can either be signed electronically and sent back as an email attachment, or, alternatively, can be printed out and sent by post after signing.

This agreement is between

of

AND

Caecilian Enterprises Pty Limited trading as Caecilian Music Services
ABN 19 077 533 067

of

Unit 3, 131 Menangle Street, Picton, NSW 2571, Australia (“the Service Provider”)

In relation to the provision of certain music performer services on the following terms and conditions:-

1. THE SERVICES

- (a) The Service Provider will undertake certain duties to assist musicians with performance of their work, which may include arranging and scoring a work (hereinafter referred to as “the Work”), simple transpositions of existing music files of that work into more suitable keys for performance and, if required, providing synthesized audio files either for the full work or individual parts to assist with learning of the works. Additionally, translation of lyrics into English, where this is relevant, can be provided, either for audience benefit only or, alternatively, to produce a version of the work which can be sung in English. For translations, it is noted that languages offered on a standard basis include Latin, French and German. Translation from other languages is only able to be offered by special arrangement through outsourcing to third parties, for which a separate agreement may be required. Details of “the Work” are highlighted below:-

Title of the Work:

Composer:

Duration:

The instrumentation for the Work is: *(this is changed to suit the piece and this field will accept multiple lines of entry)*

(b) The individual instrument parts required to be copied are:- *(This field will accept multiple lines of entry)*

(hereunder referred to as “the Parts”)

(c) In providing the services under this Agreement (hereunder referred to as “the Services”) the Service Provider will liaise with and take instructions from .

(d) In providing the Services, the following extra functions are to be undertaken, if required, by the Service Provider (e.g. Cue lines, photocopies to be made and in what quantity, parts to be bound/unbound, piano reduction to be made. etc.)

All parts single sided A4 unbound and, if required, a disc in .wav or .mp3 format, being an electronic reproduction of the arrangements or, alternatively to be sent via email in any of PDF, Finale or Sibelius format to

(e) The Service Provider will provide the Services in a correct, careful and competent manner, maintaining a standard acceptable to

2. DELIVERY OF FULL SCORE & PARTS AND PRODUCT OF OTHER REQUESTED SERVICES

(a) will provide the

Work to the Service Provider on or before

(b)The Service Provider will deliver to

the arranged and written out Parts and the product of other requested services on or before

(c) The Service Provider acknowledges that timely delivery of the Parts to

is a fundamental term of this Agreement.

(d) Upon completion of the Services, the Service Provider must deliver to

all materials relating to the Work

(including composer's manuscript and computer discs) originally provided to the Service Provider by and all materials

created by the Service Provider in the course of performing the Services, however, for backup purposes only, maintaining the work on disk on the Service Provider's computer, as well as a file copy of the completed printed output. The retention of the backup on the Service Provider's computer, as well as a file copy of the completed output, is to allow for alterations requested by

if,

say additional print runs may be required or an alternative arrangement is requested by

where the Work is required in

this alternative arrangement. The Service Provider undertakes not to make alternative arrangements of the Work without the instructions or permission of

3. FEE

(a) In consideration of the Service Provider providing the Services,

will pay the Service Provider:-

(i)

(The amount to be inserted is as per the type of service as provided in the pricing schedules issued by the Service Provider to provide the Services or other agreed method of charging for the Work, which may include an additional agreed amount in recognition of the creative contribution of the Service Provider .)

(b) Upon completion of the Services, the Service Provider will provide

with an invoice for fees due to the Service Provider

under this Agreement.

(c)

will pay the Service Provider within 7 days of receipt of the following:-

- (i) the Parts
- (ii) the materials referred to in Clause 2(d) and
- (iii) the Service Provider's invoice

4. COPYRIGHT

The property and copyright in all material provided by the Service Provider in connection with the provision of the Services will normally vest in

and the Service Provider will not use any such material, except in the provision of the Services, without the prior written consent of and agreement on the

payment of any residual royalties, the amount of which is to be included in the Service Provider's fee for services as an additional chargeable amount if applicable. However, where the additional creativity of the Service Provider is included with the provision of the Services, then the copyright of such creativity may vest in the Service Provider. This will be subject to the degree of creativity used in the provision of the Services and the copyright of the Work produced in such situations will be negotiated individually if necessary (including, if necessary, formulating a separate contract for that purpose),

using the test of substantiality of work from when

considering whether any copyright vesting in the Service Provider should occur or not.

5. STATUS OF SERVICE PROVIDER

- (a) The Service Provider is for all purposes of this Agreement an independent Service Provider and no relationship of employment, agency or partnership shall be deemed to arise between the parties because of this Agreement.
- (b) The Service Provider warrants that the Service Provider is a current member of the Music Arrangers' Guild of Australia ("MAGA") and the Service Provider must provide with its current MAGA membership number before commencing the Services.

6. DEFAULT

[] may terminate this Agreement if the

Service Provider fails to provide the Services in the manner required or fails to comply with any other term of this Agreement.

7. INDEMNITY

The Service Provider hereby agrees to indemnify []
and hold [] harmless from and against any loss,
damages, liability, costs, charges or expenses (including but not limited to legal expenses)
arising from any claim, demand or action that may be brought against
[] arising out of or as a consequence of any
unlawful or negligent act or omission of the Service Provider or relating to the failure by
the Service Provider to comply with any term of this Agreement.

8. DISCLOSURE

The Service Provider shall not without the prior written agreement of

[]

- (a) represent or purport to represent [] or express views or
opinions purported to be representative of [] ; or
- (b) disclose or make public any information or material acquired or produced in connection with
providing the Services.

9. ASSIGNMENT

The Service Provider may not assign the Service Provider's obligations under this Agreement
without the prior written consent of []

10. VARIATION OF AGREEMENT

This Agreement may only be varied by agreement in writing between the parties.

11. WAIVER

The failure of to exercise any of its rights in connection with any default or breach of this Agreement shall not operate as a waiver of 's rights in the event of any subsequent default or breach thereof.

12. APPLICABLE LAW

This Agreement will be read and construed in accordance with the laws of the state of New South Wales, Australia and the parties agrees to submit to the jurisdiction of the Courts of New South Wales, Australia.

Signed on behalf of

Sign Here

Date

Signed by the SERVICE PROVIDER

Sign Here

Date