

COMMISSIONS & CONSORTIUMS: WORKING TOGETHER

by Marcia Gittinger

First of all, a thank-you to all who have responded to my previous columns. Apparently I have struck some chords within organizations, and I hope that some critical and evaluative thinking is taking place. I am a firm believer in interdepartmental (i.e., total) communication, and feel that is the most direct way to produce the best results.

Now on to our topic: commissions. Commissioning agreements are absolutely necessary if you want to protect both the organization and the composer. While that statement seems obvious, you would be amazed at what some agreements do NOT cover! Here is my commissioning agreement motto: When in doubt, include it! In other words, check with your staff and find out their concerns. It would be difficult to be too detailed with this document.

While most agreements consider fees and timelines, there are additional areas you should consider covering. These include the commissioning fee, copying expenses, number of scores and parts and their delivery dates, length of piece, instrumentation, exclusive rights and right of first refusal, rental fees, performing fees, and copyright infringement clause. You may even want to allow your librarian to see a sample part by the copyist. After all, if your musicians can't read it, they probably can't play it.

One final request: please tell your librarian what is happening, either by giving her/him a copy of the agreement, or by telling them the timelines involved. New pieces require more preparation time than the standard repertoire, so your library staff will need to plan accordingly.

Moving on to consortium purchases. There is no "right" way to handle these, but here are some questions that should be addressed:

1. How many scores and parts will be purchased and how will the cost be divided?
2. Which organization has the space and staff to catalog the purchases? Remember that the

resident staff will be responsible for the preparation, distribution, and collection of all parts to the other orchestras.

3. If multiple organizations program the same work for the same season, has adequate time for individual practice been scheduled?

4. Who will determine the string bowings and/or wind doublings, and will changes be allowed? (This is a question for conductors and concertmasters.)

5. Will groups outside the consortium be allowed to use the music? Will there be a usage (rental) fee, and if so, who gets it? Remember to consider a charge for lost or damaged parts.

6. Concerning chorus scores: Does the chorus want/need individual chorus parts or vocal scores? Who is responsible for the purchase, maintenance, and storage of the music? How many scores will be needed for the conductor, soloist(s), and rehearsal pianists? What language will the text be?

Perhaps the largest benefit with consortium purchases is the required advance planning. A group effort necessitates a thorough and detailed approach, which is beneficial to everyone. While the financial considerations appear to be obvious, a long-range analysis by the consortium's general managers is imperative. Is it cost effective to purchase *Ein Heldenleben*, for example, when you can currently rent it for about \$100? Finally, the communication and cooperation that result from these collaborations are of infinite value. Working together to give the public the best possible music — what a glorious and rewarding goal! =p

(Note: For performance licensing questions with BMI, call Barbara Peterson, Concert Music Administrator, at 212/830-2536.)

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