

Meet The Composer Music for Dance: Composer-Choreographer Collaboration



Creating New Work: Collaboration Basics

Composer-choreographer collaborations have a rich history. An experienced composer of music for dance can offer the choreographer an informed artistic perspective, a fresh pair of eyes on the work, and a partnership in the creative journey. Conversely, the debt that music owes to dance is formidable. Stravinsky's *Rite of Spring*, Copland's *Appalachian Spring*, Milhaud's *Creation du monde*, and numerous other masterworks would not exist had they not been commissioned for dance.

Working in tandem is a creative opportunity, challenging collaborating artists to expand their respective vocabularies through their dynamic responses to one another's working process. An advantage is that the presentation of multi-disciplinary work generates cross-disciplinary audiences, introducing the composer and choreographer to new groups of people, and encouraging exposure to new venues and performance opportunities.

Meet The Composer has published this guide as a "how-to" manual, hoping to provide the groundwork for many such collaborations. Please note! This is not a "how to imagine it" text. The imagination is up to you, the creative artist upon whose vision, tenacity and courage true partnership depends. What follows will clarify some nuts-and-bolts basics about these important partnerships, including tips on negotiating terms and other necessary steps from the initial planning, to premiere, and beyond. This manual is only a guide; be prepared to lay out your own roadmap based on the particulars of your situation.



I. Finding each other

There is no one way that collaborators find each other. As in any productive relationship there is a certain “alchemy” involved—the whole is more than the sum of its parts.

Here are some questions to consider as you begin your search:

- Are you looking for a particular style or aesthetic?
- What experience level are you looking for?
- Is the location of your collaborator important?

Artists find creative partners by attending performances and showcases, visiting composer resource centers and dance studios, gathering colleagues’ recommendations, attending conferences, reading professional journals and newsletters, and getting referrals from managers and music publishers. Many resources exist online also: from social-networking to search engines to video sharing sites. See the **Resources** section below for suggestions on where to start.

II. The work and the process

Successful collaboration requires careful planning, clearly stated expectations, and ongoing communication. All parties need to talk through each aspect of the process, including their differences in working styles and requirements.

Collaborative partners should be prepared to consult with experienced legal counsel on contract, copyright and royalty issues. All mutual understandings and agreements should be put into a written agreement covering ownership, rights, income and responsibilities, as well as length of work, instrumentation of the music (if applicable) and number of dancers.

A time line for the collaboration should be drawn up, including deadlines for completing each portion of the music and the dance. Specify whether the music will be delivered as a recording or score, how much time will be allowed for revisions, whether the composer will also act as music director or performer, and what happens in case of production delays or cancellation.

III. The commission

Dance companies and performing arts presenters are the entities who most frequently commission composer/choreographer partnerships. However, universities, corporations, foundations, and private patrons can also originate commissions, and new work is often co-commissioned by several parties in order to share costs and responsibilities and to ensure multiple performances.

Commissions are usually governed by a contract that spells out fees, timeline, responsibilities, copyright, exclusivity and more. These contracts can be part of or separate from the written agreements (mentioned above) governing your collaboration. (For more information, see *Meet The Composer’s Commissioning Music: A Basic Guide.*)

Commissioning fees may be paid on any schedule, but are usually made in installments as portions of the work are completed. For example, the composer may be paid 30% on signing the agreement, 40% on delivery of a piano score or a rough edit of a recording, and 30% on delivery of performance-quality recording and/or full score and parts.

The commissioning agreement should explicitly limit artists’ liability to return of fees already paid. This protects the artists in the event that for some reason the work cannot be completed. To further safeguard the artist’s financial position in the event of a decision by the commissioning party to terminate the project “kill fees” (essentially severance pay) may be specified in the agreement.

Creation and use of audio and video recordings of the live performances (i.e. music and dance together) should be provided for in the commissioning agreement or other contract. Use of these recordings is typically restricted to rehearsal, performance, and archival purposes, although the agreement may allow a certain number of minutes to be used for marketing or publicity purposes. When a commercial film, video, recording or broadcast of the work is planned, a separate agreement is negotiated for recording fees, royalties, and any other necessary licenses. It’s important that collaborating artists and their commissioners discuss all possible uses of the work, above and beyond those of the initial live performances.

IV. Fundraising

Financial authority, which includes raising money and providing financial reports to outside funders, usually belongs to the person or organization that initiates the project or work. As stated above, this is generally a dance company or a presenter. Commissioning fees, rehearsal and production costs, and most other expenses related to creation and production are the responsibility of the person or organization holding the financial authority.

Meet The Composer's *Commissioning Music: A Basic Guide* offers recommended ranges of composer commissioning fees. The creation of music, whether for dance or concert, requires the same time, skill and commitment and should be paid at the same rate. Use the suggested ranges to inform and guide your negotiations and estimate your expenses.

If using recorded music for performances, the costs of producing a recording (studio time, recording engineer, musician fees, etc.) must be taken into account. The work of producing a recording is over and above the creation of the music itself and should be considered as an expense separate from the commissioning fee.

In some cases, music copying must be considered. Music copying is the creation of sheet music that is used by musicians. Many composers create and duplicate their own sheet music using specialized software. Others will hire music copyists or have publishers that do this for them. However it is incurred, this cost should always be taken into consideration if the music is original and will be played by musicians, whether live or in a recording studio. *Commissioning Music: A Basic Guide* lists suggested ranges of copying fees.

Should any of the collaborating artists want to change the original agreement—for instance, the number of musicians or dancers, length of the work, instrumentation, or any other expense item—he or she must be sure to communicate these changes both to artistic collaborators and to whomever has financial authority. In many cases, changes require more money to be raised.

If self-producing, i.e. the artists themselves are driving the creation and presentation of the work, it is the artists who take on the financial authority. The financial concerns thus become part of the collaborative relationship and need to be discussed during the initial stages of the process. Expectations and responsibilities regarding fundraising should be included in your written agreements.

Regardless of where financial authority lies, collaborating artists should be aware of and responsive to the fundraising process.

V. Delivery and revisions

As mentioned above, the agreement between the collaborating artists should include some notion of deliverables, or, who is responsible for what? when? And in what state of performance readiness? The most common scenario is that of a composer delivering a high-quality recording to a choreographer at an agreed-upon deadline. Meanwhile, the choreographer creates or finalizes the movement. If he decides not to use the music as-is, the choreographer should clear any edits, cuts, mixing, etc. with the composer.

Awareness of the demands of each others' process is crucial. This awareness extends from the choreographer being sensitive to the time requirements imposed by creating a recording, to the composer factoring the lengthy technical rehearsals required by a complex dance lighting plot into her musicians' rehearsal schedules. Understanding of one another's production requirements translates into a greater appreciation of the artistic impact of changes and revisions. For example, a choreographer may feel that a small edit to a recording, or mixing in other sounds and music, may be "minor." In reality such actions tamper with the composer's vision. Similarly, a composer may be tempted to shorten or elongate specific timings requested by a choreographer, thereby compromising the choreographic integrity of the work in dramatic ways.

Types of Agreements

A number of different agreements (or contracts, the terms are roughly synonymous) are referenced throughout this guide. Here is a short summary of the three types most important to composer-choreographer partnerships.

- **Collaboration Agreement:** a written document that specifies the responsibilities, deadlines and process for artists jointly creating a new work
- **Commissioning Agreement:** a written document that governs the payment of money for the creation of a new work. This Agreement specifies amounts, payment schedule, deadlines for delivery and certain rights and credits given to the commissioner (i.e. the one paying the money)
- **Licensing Agreement:** a written document that specifies how a copyrighted piece of music or other artwork can be used; for how long; and how much it will cost for the uses specified

Larger projects may involve more kinds of contracts than just these; smaller projects may need only one that covers all the bases. There is no “one-size-fits-all” solution. Be prepared to spend some time on figuring out what’s best for your situation, ideally in consultation with experienced legal counsel.

After the Premiere: Leverage Your Investments

The premiere of your new collaborative work is by no means the end of the story. You can continue to leverage the investment in your work through copyright, which provides you, the copyright owner, with exclusive rights which you then grant (i.e. rent out for a fee), via license. These rights include performance, recording, broadcast, or publication. Copyright law allows for certain uses (generally for criticism, reporting, teaching, or research) **without license** (i.e. you receive no fee for these uses of your work) under the “fair use” provision.

The artist who creates a work owns it from the moment it is fixed in tangible form. For composers, this means a written score (or recorded artifact for an electronic work). For choreographers, it means a notated record of the movement or, more commonly, some form of video. Registration with the Copyright Office (part of the Library of Congress) is not legally necessary, but should a dispute arise, prior registration is the best way to prove ownership.

Works created “for hire” (for instance, advertising jingles) belong to the employer. **Composers and choreographers should be sure their commissioning contracts specifically state that their works are not to be created as a work “for hire.”** Instead, the commissioning contract should include only a license to the commissioning party for the right to use the work for a specific purpose and time.

All performances, whether premieres or in repertoire, should be licensed by the artists who hold copyright (or their agents), usually in exchange for licensing fees. A new license should be issued each time a set of performances takes place and it should specifically exclude any uses not described therein so that fees are not inadvertently waived. Additional licenses may be issued for use of the work other than as a live performance, e.g. audiovisual broadcast, DVDs. A license should cover a specific period of time, and never be granted in perpetuity for any fee.

Unless the commissioning agreement specifically prohibits it, it is usual for each artist to retain the right to use his or her music or dance independently. A composer might use the music for a concert piece or a film score; a choreographer might use the movement in a new piece with different music or none at all. The commissioning agreement may require the written approval of joint copyright holders, “not to be unreasonably withheld,” or it may prohibit independent uses during an initial period of time. Alternately, it is possible for collaborating artists to hold joint copyright in the work, although this is rare in the dance world and not recommended unless the elements of the work cannot be easily separated.

The commissioning party is granted certain rights as part of most commissioning agreements. Rights may include, for instance, an exclusive right to the premiere, to performances in a certain city in the first year, or to make the first recording, video, or broadcast of the work. The agreement may include permission to give the first set of performances without further fees. Commissioning parties often require credit as commissioner and/or first performer of the work in future playbills, recordings, broadcasts or publications.

How music for dance is licensed

Licenses for use of composers’ music in dance performances involve “Grand Rights,” with fees generally the same whether the music is played live or from a recording. Grand rights fees are negotiated directly with composers or their publishers, **not** with the performing rights societies (ASCAP, BMI, SESAC) that license concert performances. Publishers (who often hold copyrights on their composers’ music), invest in distributing, publicizing and acting as agents for their composers’ music, and part of their return is a share of grand rights fees they negotiate.

Grand rights fees are negotiated based on several criteria, including but not limited to: length of the work, number of instruments involved, kind of house where it will be presented, anticipated audience size, ticket prices, number of performances, duration of the program, and the number of other works on the program. The composer’s marketability and presenter’s budget

are also factors. Generally a figure is agreed at a per-performance rate. The composer or publisher may offer an overall discounted rate for a number of performances, or a blanket fee to encourage more performances. In cases where box office receipts are expected to be significant, the grand rights fee may be a percentage (up to 5% or more) of the actual “gate.” Composers should always receive a licensing fee, no matter how nominal, for dance performances. They should never grant a license in perpetuity, since the future value of their work can never be known.

Rental fees for instrumental parts may also be charged by the composer or publisher. If a dance company has paid for copying parts, it may negotiate a certain number of performances free of rental charges. When a recording is used in place of live performers, the musicians who made the recording and/or the record label must grant permission. Licensing fees for use of the recording, or Master Rights, may be due to the local union, the recording ensemble, record label, or all three.

How choreography is licensed

Licenses for use of choreographers’ work involve “Choreographic Fees” or “Restaging Fees” because new or revived productions generally require the participation of the choreographer or a designated assistant. Choreographers specify in their licensing agreements how long a company may continue to perform a work, how many months may pass between performances of the work, or how many cast members may change before the choreographer must return (at company expense) to rehearse it.

Choreographic royalties may be negotiated in addition to the initial fee for setting a work. These are based on the kind of house where the dance will be presented, anticipated audience size, and ticket prices. In cases where box office receipts are expected to be significant, the royalty may be a percentage (up to 5% or more) of the actual “gate.” Choreographers should always receive a licensing fee, no matter how nominal, for performances. They should never grant a license in perpetuity, since the future value of their work can never be known.

Resources

Here are some avenues of exploration for expanding your knowledge.

American Music Center: www.amc.net

- On-line library of recordings posted by member composers along with bios and contact information. A good starting point for identifying potential collaborators
- Financial support for composer-choreographer projects

Dance/USA: www.danceusa.org

- Resources and publications for dance company managers
- Branch offices in New York City, Washington D.C. and Philadelphia offering a variety of resources to individual and company members in those areas
- The New York City branch office offers a guide listing composers and musicians interested in working in dance

International Guild of Musicians in Dance:

www.dancemusician.org

- Sponsors an annual conference
- Offers several publications and other resources of interest to both choreographers and composers

Meet the Composer:

www.meetthecomposer.org

MTC offers a number of other resources in addition to this guide, including:

- Commissioning Music: A Basic Guide: pointers on the commissioning process and suggested ranges of fees
- How To Find a Composer: tips and resources for finding collaborative partners
- Financial support for composer-choreographer projects

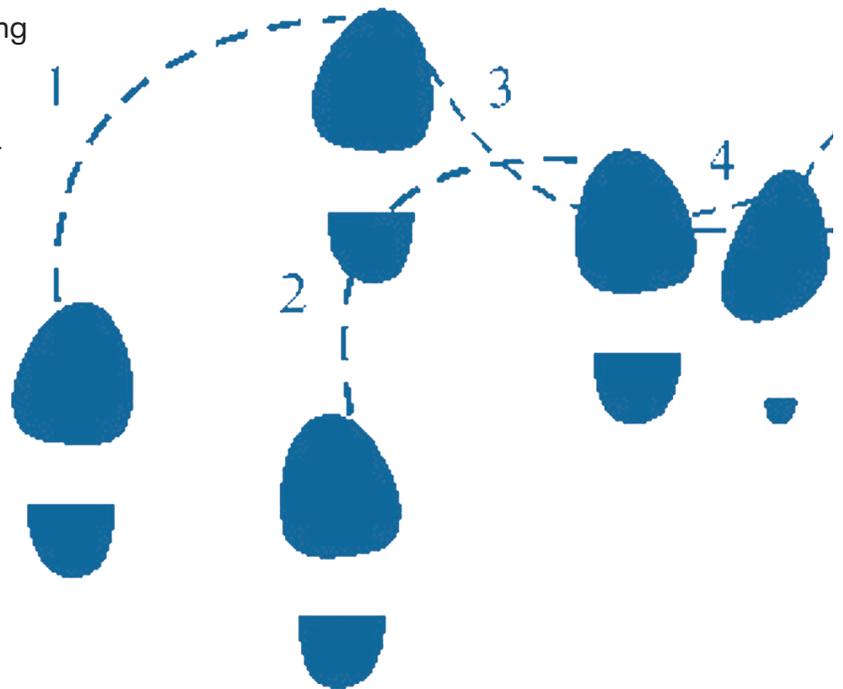
Using Music Under Copyright for Musical Dramas and Dance:

<http://meetthecomposer.org/files/bh-grandrights-jan09.pdf>

- A helpful guide from music publisher Boosey & Hawkes

Volunteer Lawyers for the Arts: www.vlany.org

- National directory of free or low-cost legal service providers for artists



About MTC

This guide is published by Meet The Composer, Inc.

Meet The Composer supports the creation of new musical work and the engagement of new work with people and communities throughout the United States. We are motivated by a core belief that interaction with a living composer and his or her music has the power to invigorate and inspire musicians and audiences alike.

MTC was founded in 1974 as a project of the New York State Council on the Arts. Led by the visionary composer John Duffy, Meet The Composer soon became an independent organization dedicated to the idea of composers as active professionals with a central role in our country's musical culture. In the more than thirty years since, MTC has grown to become a truly national organization, serving in all fifty states composers and audiences of a thrillingly broad range of new music.

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