

# Music Commission Agreement

The Council of the City of Sydney ABN 22 636 550 790  
and

**Insert Legal Name** ABN **Insert ABN** |

For 2025 Sydney New Year's Eve Midnight Fireworks

Reference: **INSERT TRIM REF**

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# MUSIC COMMISSION AGREEMENT

THIS AGREEMENT is made on the date set out in Item 1(a) of Schedule 1.

## PARTIES

- (1) THE COUNCIL OF THE CITY OF SYDNEY the details of which are set out at Item 2 of Schedule 1 (City),
- (2) INSERT **COMPOSER NAME** the details of which are set out in Item 3 of Schedule 1 (Composer).

## BACKGROUND

- A. The City produces the annual Event which, for the upcoming Event, includes the Production.
- B. The City requires a professional musician to compose a Soundtrack, and produce a Master and Highlights Track, for the Production, and to provide Associated Services.
- C. The Composer carries on its own business and has represented to the City that it has the requisite degree of skill and experience to provide the Soundtrack, Master, Highlights Track, and Associated Services.
- D. The City wishes to engage the Composer, and the Composer has agreed, to provide the Soundtrack, Master, Highlights Track, and Associated Services on the terms and conditions of this Agreement.

## THE PARTIES AGREE AS FOLLOWS:

### 1 INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:

Agreement means this document and all annexures, schedules, attachments and exhibits.

APRA means the Australasian Performing Right Association Limited.

Associated Services means the services in addition to the Deliverables that are to be provided to the City by the Composer as set out in the Brief.

Brief means **the City's requirements for the Deliverables and the Associated Services** as set out in Schedule 2.

Broadcast Partner means the official broadcast partner(s) or contractor(s) for the Production appointed by the City.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

City Contribution means those items provided by the City to assist the Composer provide the Deliverables and Associated Services as set out in Item 11 of Schedule 1.

Credit means the form of the attribution for the Composer set out in Item 10 of Schedule 1.

Deliverables means the Soundtrack, Master, and Highlights Track, and includes all draft and final versions.

End Date has the meaning given in Item 1(b) of Schedule 1.

Event has the meaning given in Item 4 of Schedule 1.

Fee has the meaning given in Item 6 of Schedule 1.

Force Majeure Event means in relation to a party an act, omission or circumstance which:

- (a) is beyond the reasonable control of that party; and
- (b) constitutes a fire, flood, earthquake, terrorism, riot, explosion or war, communicable disease for which the World Health Organisation or Department of Foreign Affairs and Trade have issued affected area or travel warnings, pandemic, state-wide or national strike or other state-wide wide or national industrial action (except where caused by the Composer),

but does not include an act, omission or circumstances that was taking place at the time of the Start Date.

Generative AI means a machine learning platform, technology, or tool used to generate or create digital content including text, images, audio, video, and code.

GST means the same as in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Highlights Track means an edit of the Soundtrack and Master that is to accompany, and be synchronised to, visual highlights of the Production created for media and promotional activities, as set out in the Brief.

Indigenous Cultural and Intellectual Property (ICIP) Rights means the rights of Australian Aboriginal and Torres Strait Islander peoples to protect their traditional arts and culture and includes, but is not limited to, rights to protect traditional knowledge and sacred cultural material, ensure traditional laws and customary obligations are respected, full and proper attribution or naming of the community connected with the ICIP, and prevent insulting, offensive and misleading uses of ICIP.

Intellectual Property Rights means all industrial and intellectual property rights throughout the world, present or future including copyright in lyrics, musical compositions, sound recordings, sketches, plans, maps, drawings, reports, computer programs, data bases, models and any designs, trademarks or other intellectual property rights, but excluding Moral Rights and ICIP Rights.

Key Dates means the dates set out in Item 8 of Schedule 1.

Law means all applicable laws, legislation, regulations, industry codes and standards, and includes subordinate legislation, WHS Law, and any applicable order made by the Minister for Health and Medical Research under section 7 of the *Public Health Act 2010* (NSW).

Licence Date has the meaning given in Item 1(c) of Schedule 1.

Master means a sound recording of the Soundtrack as set out in the Brief.

Moral Rights means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature conferred by statute anywhere in the world.

Payment Schedule has the meaning given in Item 7 of Schedule 1.

Personnel means the officers, employees, agents, contractors or subcontractors of a party to this Agreement.

Production has the meaning given in Item 5 of Schedule 1.

Soundtrack means an original musical work (which may also include literary works) that is to accompany, and be synchronised to, the Production or otherwise used in association with the Production and/or the Event, as set out in the Brief.

Start Date has the meaning given in Item 1(a) of Schedule 1.

Term means the period commencing on the Start Date and ending on the End Date, unless terminated earlier in accordance with clause 15.

WHS Law means the *Work Health and Safety Act 2011* (NSW), regulations and other instruments under it including any codes of practice and any consolidations, amendments, re-enactments or replacements.

1.2 In this Agreement, except where the context otherwise requires:

- (a) clause and subclause headings shall not be used in the interpretation of this Agreement;
- (b) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context;
- (c) words importing a gender include every gender;
- (d) a reference to \$ or dollars is to Australian dollars;
- (e) the words "including", "include" and "included" are deemed to be followed by the words "without limitation";
- (f) a reference to legislation or a provision of legislation is to that provision or legislation as amended, re-enacted or replaced from time to time;
- (g) a reference to a body which ceases to exist is a reference to a body that the parties agree to substitute for the named body or, failing agreement, to a body having substantially the same objects as the named body;
- (h) where the Composer comprises of more than one person, each of the persons comprising the Composer will be jointly and severally liable under this Agreement.
- (i) words defined in the GST Act have the same meaning in clauses in this Agreement about GST; and
- (j) this Agreement is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

1.3 In the event of any inconsistency, ambiguity or discrepancy between any document forming this Agreement, the following order of precedence will apply to the extent of any inconsistency, ambiguity or discrepancy:

- (a) this document;
- (b) Schedule 1 (Reference Schedule);
- (c) Schedule 2 (Brief);
- (d) any other schedules; and
- (e) any attachments to this document.

## 2 RELATIONSHIP BETWEEN THE PARTIES

- 2.1 The Composer acknowledges and agrees that the Composer is an independent contractor of the City, and neither the Composer nor any of its Personnel are employees of the City.
- 2.2 The Composer must not represent itself and must ensure that its Personnel do not represent themselves as being partners, employees or agents of the City.
- 2.3 The Composer must not make any representation, statement or warranty that it has the authority to bind the City, whether by entering into contracts or otherwise.

## 3 DELIVERABLES AND SERVICES

- 3.1 The Composer must:
  - (a) compose, arrange and orchestrate a Soundtrack for the Production that meets the Brief;
  - (b) produce a Master that is of a technical, professional and commercially acceptable standard suitable for international broadcast and streaming;
  - (c) produce a Highlights Track;
  - (d) select, engage, rehearse, and record all musicians and other performers necessary to create and produce the Deliverables;
  - (e) provide all equipment, instruments, tools, facilities (including recording facilities), software (including software licences), and consumables necessary to create, record and produce the Deliverables, other than those items provided by the City as set out in the City Contribution;
  - (f) provide the Deliverables to the City in the formats specified in the Brief;
  - (g) obtain all clearances, licences, and consents from all third parties whose material has been included or incorporated in the Deliverables;
  - (h) collaborate with the City, its Personnel, and the Broadcast Partner to ensure the Soundtrack is suitable for, and creatively integrated with, the Production and the broadcasts of the Production;
  - (i) provide to the City material for publicity purposes, including a recent photograph and biography;
  - (j) provide the Associated Services; and
  - (k) be responsible for all costs associated with the Deliverables and Associated Services, with the exception of the cost for those items provided by the City as set out in the City Contribution.
- 3.2 In performing its obligations under this Agreement, the Composer must:
  - (a) carry out all obligations in a highly professional and ethical manner and with the level of due care and skill which may be expected of an individual experienced in providing the deliverables and services of a similar nature;
  - (b) be available for press, television and radio calls for publicity and promotional purposes related to the Production, as reasonably required by the City;
  - (c) comply with:
    - i) the Key Dates;

- ii) the directions made or given by the City; and
  - iii) **all the City's applicable policies, procedures and codes of conduct** which apply to the Deliverables or Associated Services, as notified to the Composer by the City;
- (d) comply with, and ensure its Personnel or persons under its control (as that term is defined in WHS Law) comply with, WHS Law;
  - (e) obtain all necessary consents, approvals or licenses required to provide the Deliverables and Associated Services, including those required by Law and in relation to the use of any ICIP;
  - (f) not, and must ensure its Personnel do not, use Generative AI in the creation, production, or modification of the Deliverables, or in the delivery of the Associated Services;
  - (g) comply with, and ensure the Deliverables and any other material provided to the City under this Agreement comply with, all applicable Law; and
  - (h) if unable to provide the Services, or any part of them, give the City written **notice and obtain the City's written approval for another person to provide** the Services or a part of them.

#### 4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 The City owns all Intellectual Property Rights in and to the Event and the Production.
- 4.2 The Composer hereby assigns to the City all rights and interests in the Deliverables, including all Intellectual Property Rights, at the time each Deliverable is created, subject only to any prior right in the Soundtrack that may be vested in APRA. The rights assigned hereunder include the perpetual, worldwide right of the City to edit, delete, dub, subtitle, translate, record, publish, reproduce, use, license, print, distribute or otherwise exploit the Deliverables in whole or in part, in any manner and in any media whether now known or hereafter devised, subject only to the prior rights of APRA.
- 4.3 The Composer must obtain all required rights, interests and consents from any of its Personnel and any third parties necessary to comply with clause 4.2.
- 4.4 The Composer undertakes to do all acts and execute all documents necessary or **desirable for perfecting the City's title, rights and interests to the Deliverables.**
- 4.5 Where any of the Deliverables include any ICIP and ICIP Rights, and subject to the Composer notifying the City of any such ICIP or ICIP Rights, the parties agree:
  - (a) nothing in this Agreement affects the ownership of any ICIP and ICIP Rights;
  - (b) to use reasonable endeavours to respect any ICIP and ICIP Rights in the Deliverables;
  - (c) not to use the ICIP in a materially different context, or edit, enhance, distort or alter the Deliverables in a way, that would objectively adversely affect the ICIP or owners of the ICIP Rights; and
  - (d) to use reasonable endeavours to ensure any attribution include full and proper attribution or naming of the community connected with the ICIP, subject to such information being provided by the Composer.

## 5 GRANT OF LICENCES

- 5.1 The City grants to the Composer a non-exclusive, royalty-free, and non-transferable licence for the Term to use the Deliverables for the sole purpose of the Composer performing its obligations under this Agreement.
- 5.2 Subject to clause 7.2 and the prior rights of APRA referred to in clause 4.2, the City grants the Composer a perpetual, royalty-free, worldwide, non-exclusive licence to reproduce, adapt, publicly perform, and communicate to the public the Deliverables, in any media, on and from the Licence Date.
- 5.3 The Composer grants to the City a perpetual, royalty-free, irrevocable, worldwide licence, including the right to sub-licence, to use, reproduce, publish, adapt, and communicate to the public, in any media, all material, excluding the Deliverables, provided by the Composer to the City under this Agreement including material provided for media or promotional purposes or as part of the Associated Services, subject to clause 7.3 of this Agreement.
- 5.4 The Composer acknowledges that where the City provides the Composer with a copy of any visual footage of the Production, including any visual highlights of the Production, the Composer must only use such material for personal archival purposes and must not reproduce, publish, adapt, or communicate to the public such material in any media or for any purpose.

## 6 MORAL RIGHTS

- 6.1 Subject to the satisfactory performance by the Composer of its obligations under this Agreement, the City must use its best endeavours to credit the Composer where reasonably practicable in any use of the Deliverables by the City or the Broadcast Partner in the form of the Credit. No casual or inadvertent failure by the City to comply with this clause 6.1 will constitute a breach of this Agreement.
- 6.2 The Composer acknowledges that the Deliverables will be used by third parties, including news organisations, and the City makes no guarantee as to whether the Composer will receive any credit, or the form of any credit, for such uses.
- 6.3 The Composer irrevocably waives all Moral Rights it has in each copyright work or such other subject matter comprised in the Deliverables and consents to the City, the Broadcast Partner, and any third party using the Deliverables with the express or implied consent of the City doing or failing to do any act in relation to those works that may, except for this clause, infringe its Moral Rights in the works including:
  - (a) exercising any of the rights in the works without identifying the Composer;
  - (b) exercising any of the rights in the works in a manner which incorrectly attributes those works, or part of them, to someone else; and
  - (c) editing, deleting from or otherwise altering the works in any manner.
- 6.4 The Composer must obtain Moral Rights waivers and consents from its Personnel and any third parties that have any Moral Rights in the Deliverables on the same terms as set out in clause 6.3.

## 7 MEDIA AND PROMOTION

- 7.1 The Composer consents to the City, the Broadcast Partner, and persons authorised by the City **using the Composer's name**, pseudonym, likeness, and biography provided by the Composer in connection with the advertisement of, publicity for and exploitation of the Deliverables and the Production by any means and in any media and in perpetuity.
- 7.2 The Composer must not:



- (a) make any public statement in any medium, including issuing any media release or social media post, about the appointment of the Composer in relation to the Production without the prior written consent of the City; and
  - (b) release any of the Deliverables, in full or in part, in any medium, prior to the Licence Date without the prior written consent of the City; and
  - (c) use, communicate or exploit the Deliverables, or any adaptation of the Deliverables in any context that may adversely affect the reputation of the City, the Event and/or the Production;
- 7.3 The Composer consents to being filmed, recorded and/or photographed by the City, the Broadcast Partner, and news and media outlets when, or as part of, providing the Associated Services. The Composer acknowledges that it will have no Intellectual Property Rights in any such material and irrevocably waives any rights (including Moral Rights) it may have in respect of such material. To the extent the Composer retains any rights or interest in such material, the Composer hereby assigns to the City all rights of any nature and waives any right of inspection or approval of such material.
- 7.4 The City agrees to consult the Composer on media releases and social media messaging that refers to the Composer prior to any public release of such material. No casual or inadvertent failure by the City to comply with this clause 7.4 will constitute a breach of this Agreement.
- 7.5 The Composer agrees that any publication or communication to the public of the visual footage of the Production, including any visual highlights of the Production, by the Composer is limited to the Composer sharing or publishing the links to such material provided by the City.
- 8 FEE
- 8.1 **Subject to the satisfactory performance of the Composer's obligations under this Agreement**, the City will pay the Fee to the Composer in instalments in accordance with the Payment Schedule and within 30 days of receipt of a valid tax invoice from the Composer in respect of each instalment.
- 8.2 The Fee is inclusive of all costs, expenses, disbursements, levies, and taxes incurred by the Composer under or in connection with this Agreement, including any costs incurred by the Composer in procuring any rights, interests, or consents.
- 8.3 The Composer is responsible for all payments to other musicians and performers engaged by the Composer in connection with this Agreement, including all on-costs, expenses, disbursements, taxes, and superannuation where required by Law.
- 8.4 The Composer acknowledges the Fee includes and reflects the assignment of Intellectual Property Rights in the Deliverables to the City, under clause 4.2, and no further royalties or fees are payable by the City directly to the Composer in respect of the Deliverables.
- 8.5 If the Composer is a sole trader and superannuation contributions are payable by the City pursuant to the *Superannuation Guarantee (Administration) Act 1992* (Cth), the City will pay the superannuation contribution for the benefit of the Composer in addition to the Fee. Any such obligation, or payment of the superannuation contribution, does not change the nature of the engagement between the City and Composer as set out in clause 2.1, nor render the Composer an employee of the City at common law.
- 9 GST
- 9.1 Amounts referred to in this Agreement are exclusive of GST.

- 9.2 If one party ('Supplying Party') makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the consideration ('Receiving Party') must also pay an amount ('GST Amount') equal to the GST payable in respect of that supply.
- 9.3 Subject to first receiving a tax invoice or adjustment note as appropriate, the Receiving Party must pay the GST Amount when it is liable to provide the consideration.
- 9.4 If one party must indemnify or reimburse another party ('Payee') for any loss or expense incurred by the Payee, the required payment does not include any amount which the Payee (or an entity that is in the same GST group as the Payee) is entitled to claim as an input tax credit, but will be increased under clause 9.2 if the payment is consideration for a taxable supply.
- 9.5 If an adjustment event arises in respect of a taxable supply made by a Supplying Party, the GST Amount payable by the Receiving Party under clause 9.2 will be recalculated to reflect the adjustment event and a payment will be made by the Receiving Party to the Supplying Party, or by the Supplying Party to the Receiving Party, as the case requires.

## 10 WARRANTIES

- 10.1 The Composer warrants to the City that:
- (a) it has full legal capacity to enter into this Agreement and to fully perform and carry out the obligations contemplated;
  - (b) all work performed by the Composer under this Agreement will be performed with due care and skill and in a professional manner;
  - (c) the Soundtrack is an original work of the Composer;
  - (d) subject to any prior rights of APRA, the Composer either owns all Intellectual Property Rights in the Deliverables or otherwise has obtained the rights, interests and consents necessary to assign the Intellectual Property Rights in the Deliverables to the City in accordance with clause 4.2;
  - (e) none of the Deliverables, or any of the material provided by the Composer to the City under this Agreement, infringe the rights, including Intellectual Property Rights, Moral Rights and ICIP Rights, of any person, and to the **best of the Composer's knowledge are not defamatory, unlawful or breach** the terms of any contract and the Composer has obtained all appropriate consents and releases from all third parties to enable the City to exercise its rights under this Agreement without the City making any payment to such third parties;
  - (f) none of the Deliverables, or any of the material provided by the Composer to the City under this Agreement, have been created, produced or modified using Generative AI;
  - (g) the Composer will not:
    - i) prejudice or compromise the City's reputation or act in such a way as to bring the City, the Event and/or the Production adverse publicity or notoriety; or
    - ii) breach any Law;
  - (h) the Composer has not entered into any agreement and will not do anything that could conflict with or limit the **provision of the Composer's services or the City's** rights under this Agreement;

- (i) no additional authorisation, consent, approval, filing or registration with any court or government department, commission, agency or instrumentality is or will be necessary for the Composer to give effect to this Agreement;
- (j) there will be no encumbrances, litigation (pending or threatened), liens, conditions or restrictions whatsoever of any kind affecting the Deliverables **or the City's** exercise of its rights therein; and
- (k) the Composer will not act in such a way or do anything or fail to do anything so as to unreasonably delay the delivery of the Deliverables and **acknowledges that time is of the essence in respect of the Composer's** obligations under this Agreement.

## 11 CONFIDENTIALITY, PRIVACY AND ACCESS TO GOVERNMENT INFORMATION

- 11.1 Any information supplied to a party **to this Agreement ('Recipient')** by the other party to this Agreement ('Supplying Party') relating to this Agreement (whether in writing or otherwise) and treated by the Supplying Party as confidential will be **the Supplying Party's confidential information unless it is:**
- (a) is in or enters the public domain through no fault of the Recipient or its Personnel;
  - (b) with the exception of the Deliverables, **in the Recipient's lawful possession** prior to its supply to the Recipient.
- 11.2 The Recipient must keep the Supplying **Party's confidential information confidential**, safe and secure, not disclose it to any person (except Personnel of the Recipient who have a need to know or if required to disclose the information by law) and return it or destroy it, as advised by the Supplying Party, by the End Date.
- 11.3 The Composer acknowledges that all information about the Event and the Production supplied by the City or its Personnel to the Composer, and the Deliverables, are the **City's confidential information.**
- 11.4 The Composer must not, directly or indirectly, collect, use or disclose any personal information under or in connection with this Agreement except to the extent necessary to perform its obligations under the Agreement.
- 11.5 The Composer must comply with the *Privacy Act 1988* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW), and all other applicable privacy legislation and codes, and all reasonable directions of the City.
- 11.6 On termination or expiry of this Agreement, the Composer must promptly return to the City or, if requested by the City, destroy all copies of any such personal information, in which case any right to collect, use or disclose that information ceases.
- 11.7 The Composer acknowledges that the City is subject to the *Government Information (Public Access) Act 2009* (NSW) ('GIPA Act'), and that the City may disclose information in this Agreement (including the entire Agreement) on its nominated website established for GIPA Act disclosures. The Composer irrevocably consents to the City acting in accordance with this clause.
- 11.8 The Composer agrees to provide the City with immediate access to information contained in the **Composer's** records that relate to the Deliverables and Associated Services where required by the City in order to comply with section 121 of the GIPA Act.

## 12 INSURANCES

- 12.1 The Composer must effect and maintain the following insurance policies from the Start Date:
- (a) public liability insurance on an occurrence basis that is not less than the amount specified in Item 9 of Schedule 1;
  - (b) professional indemnity insurance that includes coverage for copyright infringement including legal costs and damages) with worldwide coverage that is not less than the amount specified in Item 9 of Schedule 1; and
  - (c) workers compensation insurance as required by law or, where the Composer is not required to hold workers compensation insurance, personal accident insurance covering the Composer.
- 12.2 The Composer must:
- (a) effect the insurance policies with an insurer licensed by APRA to operate as an insurer in Australia or with an investment grade security rating from an industry recognised rating agency;
  - (b) produce to the City a certificate of currency for the insurances set out at in clause 12.1 before execution of this Agreement and at any other time at the **City's request**.
- 12.3 The insurance which the Composer is required to effect under clause 12.1 must be maintained:
- (a) in the case of public liability insurance, until the End Date; and
  - (b) in the case of professional indemnity insurance, 12 months following the End Date.

## 13 RELEASE AND INDEMNITY

- 13.1 **The Composer is responsible for all risk of damage or theft to the Composer's (or its Personnel's) property used by the Composer (or its Personnel) in the provision of the Deliverables and Associated Services.**
- 13.2 **Without limiting the City's other rights under this Agreement or otherwise at law,** the Composer releases and must indemnify the City and its Personnel against any claim, damage, expense, loss, cost (including reasonable legal costs) or liability (including liabilities of the City to third parties) arising out of or connection with:
- (a) loss of, loss of use of, destruction or damage to real or personal property of the City or any third party;
  - (b) breach of confidentiality;
  - (c) **any breach of the Composer's warranties in clause 10 of this Agreement;**
  - (d) the breach of any material term of this Agreement;
  - (e) infringement of Intellectual Property Rights, Moral Rights or ICIP Rights; and
  - (f) injury to, or disease or illness (including mental illness) or death of, persons;
- to the extent that, and in proportion to which, such claim, damage, expense, loss, cost or liability arises from any act or omission of the Composer or its Personnel.
- 13.3 The City does not need to incur any expense, loss or cost in order to claim against the indemnity in clause 13.2.

- 13.4 If requested by the City, the Composer must **defend at the Composer's expense**, any action against the City which is the subject of **the Composer's** indemnity under this Agreement.

#### 14 NON-CONFORMING DELIVERABLES

- 14.1 If the City reasonably considers that the Deliverables do not meet the Brief, or are not provided in accordance with the terms of this Agreement, the Deliverables will be non-conforming.
- 14.2 The City may direct the Composer by notice in writing to rectify the non-conforming Deliverables.
- 14.3 The Composer must rectify the Deliverables at no cost to the City and within the timeframe specified in the notice issued under clause 14.2.
- 14.4 If the Composer does not rectify the non-conforming Deliverables within the period specified, the City may, acting reasonably, engage a third party to carry out the rectification work.
- 14.5 All costs of the rectification work under clause 14.4 must be paid by the Composer. If the Composer fails to pay the rectification costs, the City may deduct those costs from the Fee or the amount will become a debt due and payable by the Composer to the City.

#### 15 TERMINATION

- 15.1 The City may at any time terminate this Agreement by giving the Composer ten Business **Days' notice**.
- 15.2 If this Agreement is terminated pursuant to clause 15.1, the City (without prejudice to any other rights or remedies it may have) must pay the Composer any unpaid portion of the Fee due for performance of its obligations under this Agreement up to the date of termination.
- 15.3 The City may immediately terminate this Agreement by notice in writing if the Composer:
- (a) fails to comply with clauses 3.2(c), 3.2(d), 7.2 or 10 of this Agreement; or
  - (b) becomes bankrupt, insolvent, or enters into an arrangement with the **Composer's creditors**.
- 15.4 If the Composer fails to comply with any other clause of this Agreement, the City may give the Composer notice specifying the failure and requiring the Composer remedy the failure within 5 Business Days or another time specified by the City in its absolute discretion. If the Composer does not remedy the failure within the specified time, the City may immediately terminate this Agreement by notice in writing.
- 15.5 If this Agreement is terminated in accordance with clauses 15.3 or 15.4:
- (a) the Composer must cease performing any work under the Agreement and take all steps necessary to minimise any loss the City may suffer as a result of the termination of this Agreement; and
  - (b) the Composer must refund to the City any portion of the Fee paid for non-completed milestones, and the Composer will not be entitled to any further payment of the Fee or payment of other costs incurred in connection with this Agreement. On termination, any payment of the Fee already paid to the Composer for any non-completed milestones (in part or full) will become a debt due and payable by the Composer to the City.

- 15.6 The following clauses survive termination or expiry of this agreement: 1 (Interpretation), 4 (Intellectual Property Rights), 5.2 and 5.3 (Grant of Licences), 7.1 and 7.2 (Media and Promotion), 10 (Warranties), 11 (Confidentiality, Privacy and Access to Government Information), 12 (Insurances), 13 (Release and Indemnity), 14.5 (Non-conforming Deliverables), 15.2 and 15.5 (Termination), 17 (Disputes), 18 (Notices), and 19 (General).
- 15.7 In the event of a breach of this Agreement by the City, the Composer shall not be entitled to rescind this Agreement or any of the rights granted nor shall the Composer be entitled to restrain, enjoin or otherwise impair the production, distribution, exploitation, advertising, promotional publicising of the Deliverables, the Event, the Production or any of the rights granted to the City in this Agreement in relation to the Deliverables and it is expressly understood and agreed that the **Composer's sole remedy in the event of any breach shall be an action at law for damages, if any.**
- 16 FORCE MAJEURE
- 16.1 If a Force Majeure Event which prevents the Composer from providing the Deliverables or Associated Services in full or in part occurs:
- (a) the Composer may retain any instalment of the Fee already paid at the time of the Force Majeure Event; and
  - (b) the obligations under this Agreement are otherwise terminated.
- 17 DISPUTES
- 17.1 If a dispute arises between the parties about this Agreement then the parties will endeavour to resolve the dispute by negotiation within ten Business days.
- 17.2 If the dispute between parties is not resolved by negotiation within that ten Business Days then both parties must refer the dispute to senior representatives for further negotiation for a period of ten Business days.
- 18 NOTICES
- 18.1 A notice or demand under this Agreement must be in writing and emailed, posted or delivered to the address of the recipient shown in this Agreement.
- 18.2 A notice is taken to be received:
- (a) if hand delivered, on delivery;
  - (b) if sent by pre-paid post, five Business Days after the date of posting;
  - (c) if sent by email, at the time sent (provided this is a Business Day), unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.
- 19 GENERAL
- 19.1 This Agreement contains the entire agreement between the parties and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Agreement are of no effect.
- 19.2 A right may only be waived in writing, signed by the party giving the waiver, and the waiver by a party of a particular breach is not a waiver of any other breach.
- 19.3 The Composer may not assign, encumber, declare a trust over or otherwise deal with its rights under this Agreement without the written consent of the City.

- 19.4 **Nothing in this Agreement in any way restricts or otherwise affects the City's** unfettered discretion to exercise its statutory powers as a public authority.
- 19.5 The invalidity, illegality or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions.
- 19.6 This Agreement may only be varied in writing by the agreement of the parties.
- 19.7 The City may assign or novate this Agreement to a third party. The Composer must do all things and execute all documents necessary to give effect to the assignment or novation, including executing and delivering to the City a deed of assignment or novation in the form required by the City.
- 19.8 This Agreement is governed by and construed in accordance with the law of the State of New South Wales.
- 19.9 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Agreement.
- 19.10 The parties acknowledge and agree to this Agreement being executed electronically, and in counterparts, in accordance with the *Electronic Transactions Act 2000* (NSW).

SCHEDULE 1  
REFERENCE SCHEDULE

Item	Name	Description	
Item 1	(a) Start Date (b) End Date (c) Licence Date	(a) The date on which the City executes this Agreement. (b) 31 January 2026 (c) 2 January 2026	
Item 2	City	Name: The Council of the City of Sydney ABN: 22 636 550 790 Address: Town Hall House, 456 Kent Street, Sydney NSW 2000 Contact Person: INSERT Phone: INSERT Email: INSERT	
Item 3	Composer	Name: INSERT ABN: INSERT Address: INSERT Contact Person: INSERT Phone: INSERT Email: INSERT	
Item 4	Event	2025 Sydney New Year's Eve	
Item 5	Production	2025 Sydney New Year's Midnight Fireworks	
Item 6	Fee	INSERT FEE excluding GST	
Item 7	Payment Schedule	<b>Milestone</b>	<b>Amount</b>
		Attend first creative meeting.	20% of the Fee
		Delivery of the creative concept refined and presented to the City, and confirmation of collaborators and sub-contractors.	30% of the Fee
		Delivery of the final Soundtrack, Master and Highlights Track to the City in all required forms.	30% of the Fee
		Successful completion of all Deliverables and Associated Services.	20% of the Fee
Item 8	Key Dates	<b>Date</b>	<b>Obligation</b>
		Week commencing 3 February 2025	Attend first creative meeting (further meetings will be scheduled following this meeting).



Item	Name	Description	
		No later than 31 March 2025	Delivery of the creative concept refined and presented to the City. Confirmation of collaborators and sub-contractors.
		Monday 21 April 2025	Deliver first draft of the Soundtrack and Master to the City.
		Monday 19 May 2025	Deliver second draft of the Soundtrack and Master to the City
		Monday 16 June 2025	Deliver final Soundtrack, Master and Highlights Track to the City in all required formats.
		October to December 2025	Participate in media interviews as requested by the City
Item 9	Insurances	Type	Value
		Public liability insurance	\$10,000,000
		Professional indemnity insurance	\$1,000,000
Item 10	Credit	<b>INSERT FORM OF CREDIT</b>	
Item 11	City Contribution	<p>The City will:</p> <ol style="list-style-type: none"> <li>1. creatively lead, manage and produce the Event;</li> <li>2. provide the intensity map for the purpose of choreographing the fireworks display and composing the fireworks soundtrack;</li> <li>3. facilitate creative meetings with all key stakeholders, City Personnel and the Broadcast Partner;</li> <li>4. where requested by the Composer, and subject to <b>availability, provide, at the City's cost, the use of the Bathurst Street Creative Studios</b> for up to 2 x 1-day rehearsals and 2 x 1-day recording sessions;</li> <li>5. <b>develop and distribute a New Year's Eve media Kit</b> – digital copies of relevant press, interviews, reviews, and;</li> <li>6. provide a copy of the twelve-minute fireworks display video (i.e. the visual footage of the Production) and one minute highlights video (i.e. the visual highlights of the <b>Production</b>) for record the <b>Composer's personal archival</b> purposes only, in accordance with clause 5.4.</li> </ol>	

## SCHEDULE 2 BRIEF

### The Soundtrack

The Composer must:

- compose, arrange and orchestrate a 12-minute Soundtrack that is suitable to accompany, and be synchronised to, the Production for the purposes of the live event and the broadcasts (live and recorded streams) of the midnight fireworks display;
- seek approval from the City for all subcontractors and/or collaborators engaged by the Composer in connection with the Deliverables, in accordance with the Key Dates;
- ensure the Soundtrack is reflective of the direction given by the City and be of a genre/style that is accessible to a wide audience, contains content and language suitable for all ages, and of a tempo and mood appropriate to accompany a fireworks and lighting display **celebrating New Year's Eve**;
- collaborate with the City, its Personnel (including the fireworks director, lighting designer, and pylon projection content creation supplier) and the Broadcast Partner to achieve an integrated creative approach to the Production; and
- provide iterative drafts of the Soundtrack to the City and revise the Soundtrack to reflect feedback on such drafts provided by the City and its Personnel, in accordance with the Key Dates.

### Master

The Composer must:

- produce a Master that is of a technical, professional and commercial standard suitable for digital radio and international television broadcasts;
- be responsible for all aspects of production of the Master including selecting, engaging, rehearsing and recording all musicians and performers; and providing all equipment, instruments, tools, facilities, software, and consumables, and;
- provide iterative drafts of the Master to the City and revise the Master to reflect feedback on such drafts provided by the City and its Personnel, in accordance with the Key Dates.

The Composer must deliver the final Master in the following formats:

- Instant start (no silence prior), 44.1kHz, 16bit, 25fps, stereo interleaved, uncompressed **WAV file (Please name: "2025 Midnight 0s 16 44.wav")**.
- 10 second pre-roll (10s silence prior), 44.1kHz, 16bit, 25fps, stereo interleaved, **uncompressed WAV file (Please name: "2025 Midnight 10s 16 44.wav")**.
- Instant start (no silence prior), 48kHz, 24-bit, 25fps, stereo interleaved, uncompressed **WAV file (Please name: "2025 Midnight 0s 24 48.wav")**.
- 10 second pre-roll (10s silence prior), 48kHz, 24bit, 25fps, stereo interleaved, **uncompressed WAV file (Please name: "2025 Midnight 10s 24 48.wav")**.

### Highlights Tracks

Highlights Track – 30 seconds

The Composer must create a 30 second Highlights Track that is suitable to accompany, and be synchronised to, a visual highlights edit of the Event that will be used by the City for social media and other promotional purposes.

The Composer must deliver the final Highlights Track in the following formats:

- Instant start (no silence prior), 44.1kHz, 16bit, 25fps, stereo interleaved, uncompressed **WAV file (Please name: "2025 Midnight 0s 16 44 – 30s Highlights Package.wav")**.

- 10 second pre-roll (10s silence prior), 44.1kHz, 16bit, 25fps, stereo interleaved, **uncompressed WAV file (Please name: "2025 Midnight 10s 16 44 – 30s Highlights Package.wav")**.
- Instant start (no silence prior), 48kHz, 24bit, 25fps, stereo interleaved, uncompressed **WAV file (Please name: "2025 Midnight 0s 24 48 – 30s Highlights Package.wav")**.
- 10 second pre-roll (10s silence prior), 48kHz, 24bit, 25fps, stereo interleaved, **uncompressed WAV file (Please name: "2025 Midnight 10s 24 48 – 30s Highlights Package.wav")**.

#### Highlights Track – 60 seconds

The Composer must create a 60 second Highlights Track that is suitable to accompany, and be synchronised to, a visual highlights edit of the Production that will be used by the Broadcast Partner for national and international media opportunities.

The Composer must deliver the final Highlights Track in the following formats:

- Instant start (no silence prior), 44.1kHz, 16bit, 25fps, stereo interleaved, uncompressed **WAV file (Please name: "2025 Midnight 0s 16 44 – 60s Highlights Package.wav")**.
- 10 second pre-roll (10s silence prior), 44.1kHz, 16bit, 25fps, stereo interleaved, **uncompressed WAV file (Please name: "2025 Midnight 10s 16 44 – 60s Highlights Package.wav")**.
- Instant start (no silence prior), 48kHz, 24bit, 25fps, stereo interleaved, uncompressed **WAV file (Please name: "2025 Midnight 0s 24 48 – 60s Highlights Package.wav")**.
- 10 second pre-roll (10s silence prior), 48kHz, 24bit, 25fps, stereo interleaved, **uncompressed WAV file (Please name: "2025 Midnight 10s 24 48 – 60s Highlights Package.wav")**.

#### Associated Services

The Composer must:

- participate in a minimum of 2 hours of audio-visual recording of behind-the-scenes and promotional content related to the Production or Event if requested by the City;
- attend up to 3 x face to face meetings with the City throughout the creative development of the Soundtrack;
- be available for reasonable requests for media interviews from October - December 2025 if requested by the City.

Executed as an agreement by:

Signed for and on behalf of THE )  
COUNCIL OF THE CITY OF SYDNEY (ABN )  
22 636 550 790) by its duly authorised )  
officer in the presence of:

\_\_\_\_\_  
Signature of witness  
*Electronic signature of:*

\_\_\_\_\_  
Signature of authorised officer  
*Electronic signature of:*

\_\_\_\_\_  
Name of witness  
*Affixed by me on:*

\_\_\_\_\_  
Name of authorised officer  
*Affixed by me on:*

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date executed by authorised officer

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act 2000 (NSW).

Select the appropriate execution clause for the legal entity. Delete those that are not applicable.

If the Composer is an individual:

SIGNED by [INSERT LEGAL NAME OF )  
COMPOSER] (ABN [INSERT ABN]), in the )  
presence of: )

\_\_\_\_\_  
Signature of witness  
*Electronic signature of:*

\_\_\_\_\_  
Signature of Artist  
*Electronic signature of:*

\_\_\_\_\_  
Name of witness  
*Affixed by me on:*

\_\_\_\_\_  
Name of Artist  
*Affixed by me on:*

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).

If the Composer is a company other than a sole director proprietary company:

SIGNED by [INSERT LEGAL NAME OF )  
COMPANY] (ACN [INSERT ACN]), in )  
accordance with section 127(1) )  
*Corporations Act 2001* (Cth): )

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Signature of director

*Electronic signature of:*

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Name of director

*Affixed by me on:*

---

Date signed

---

Signature of director/secretary

*Electronic signature of:*

---

Name of director/secretary

*Affixed by me on:*

---

Date signed

If the Composer is a company with a sole director/secretary:

SIGNED by [INSERT LEGAL NAME OF COMPANY] (ACN [INSERT ACN]), in accordance with section 127(1) Corporations Act 2001 (Cth):

---

Signature of sole director/secretary

*Electronic signature of:*

---

Name of director/secretary

*Affixed by me on:*

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Date signed