

The Americas Society Music Composition Competition

- 1. Americas Society: Americas Society is a nonprofit educational organization founded in New York City in 1965 by David Rockefeller to promote the understanding of the economic, political, and social issues confronting the people and countries of Latin America, the Caribbean, and Canada. Its mission is "to increase public awareness and appreciation of the diverse cultural heritage of the Americas and the importance of the inter-American relationship." In service to its mission, Americas Society presents and sponsors art exhibitions, educational and media programs, and music events including at its headquarters in New York.
- 2. **The Americas Society Composition Competition**: The Americas Society Composition Competition is being launched in 2024 to encourage the creation of new musical compositions, by providing for eligible composers an opportunity to submit their work and to be awarded a new commission for a new work to be premiered under the auspices of the Americas Society.
- 3. **Commission Awards**: For 2024, the Competition will offer two awards to two selected composers for a new work featuring the guitar:
 - a. A work for solo guitar with a duration of approximately 10 minutes, with a commission fee of \$4,000; and
 - b. a guitar duo with a duration of approximately 10 minutes and a commission fee of \$4,000.
 - c. The commissions will be in the generally same style as the submitted samples and intended for a professional level guitarist familiar with the standard repertoire up to the present day and shall be created in standard musical notation. The two commissioned new works will be premiered at a concert to be presented at Americas Society premises in New York City.
 - d. The commission fees will be paid one half upon the award being announced, and one half upon the full and satisfactory and timely delivery of the commissioned new work.
- 4. **Eligibility Requirements**: The Competition is open to composers age 21 or over at the time of entry who qualify as follows:
 - a. A citizen of the countries served by the mission of the Americas Society ("Eligible Countries"). Eligible countries are defined as Canada; countries and territories located in the Caribbean, and countries and territories located in Latin America. Eligible Countries may include territories or overseas dominions provided they are located in the Western Hemisphere, for example Puerto Rico, U.S. Virgin Islands (U.S. Territories), Guadeloupe, French Guiana, and St. Pierre et Miquelon (Overseas Depts. of France) etc.
 - b. Or a citizen of any country studying or living in an Eligible Country. The Americas Society reserves the right to require proof of citizenship, residence or student status or other documentation.
 - c. Each entry must be from one-person, co-written works or writing teams are not

- eligible.
- d. Employees or immediate family relatives of employees of the Americas Society or of any musicians engaged to perform the award-winning commissions are not eligible.
- 5. **Application Period**: The "Application Period" begins on August 29, 2024 and ends at 11:59 p.m. Eastern time on September 30, 2024.
- 6. **Submission Requirements**: To be considered for the Awards, each Entrant must complete and submit an Online Application (available at https://forms.gle/ALQ1my6AoQZMi78c8) (the "Online Application") prior to the deadline and must digitally submit online the following Application Materials:
 - a. A resume.
 - b. Two completed fully edited music scores as PDF files: one score may be of any work that demonstrates the composer's skill; the other score must include or feature the guitar.
 - c. Audio files of the two scores or a link to a private or commercially available recording.
 - d. The PDF and audio files or links may be provided/uploaded as part of the online application process.
 - e. All Submission materials must bear the Entrant's last name and the title of the submitted work in the file name.
 - f. Applications that do not meet these requirements will not quality and the applicant will be notified. Early application is encouraged as incomplete applications may only be re-submitted up to the deadline.
 - g. For all submissions, the Entrant must ensure that submitting the digital files or links does not violate the rights of any third party and is authorized.
 - h. There are no fees or charges for submitting applications.
 - i. All materials submitted shall be solely digital files or links, there will be no return of any submissions.
 - j. Where applicants are subject to an agreement with a third-party publisher, the applicant warrants and represents that their publisher is aware of and agrees to all terms hereof. Any award may be contingent upon receiving written acknowledgment from any publisher if applicable.
 - k. Prior winners of any Americas Society composition competition are not eligible.
 - l. All applicants represent and warrant that their submissions, and if selected, their commissions, shall be wholly original works created solely by the applicant and that they do not use any copyrighted materials belonging to third parties (e.g. lyrics) without written permission and consent. All applicants agree to indemnify Americas Society and its directors, officers, employees, engaged artists, etc. from and against any claims or liability whatsoever, including attorney's fees, resulting from the applicant's breach of the foregoing warranties.
- 7. **Judging Procedures and Criteria**: Each eligible Submission will be judged by a panel of judges appointed by Americas Society in its sole discretion. The criteria will be overall artistic and technical excellence and suitability of the composer for the commission awards. Decisions of the judges are final and binding. The judging process is confidential, and no applicant will be entitled to any summary, notes, opinions, evaluations, or otherwise. The judges reserve the right to make

only one award or no award.

- 8. **Commission Awards and Terms:** The judges will select two composers for the two commissions and allocate the two commissions as follows:
 - a. The date of public announcement of the two selected composers will be December 16, 2024.
 - b. The winners will compose the new works with a delivery date of the final PDF score suitable for performance no later than May 31, 2025.
 - c. The winners will be reasonably available to communicate with the musicians by phone, video conference, etc. to rehearse and prepare for the premieres.
 - d. The Americas Society will not provide transportation to New York or accommodations for the premiere but winners are encouraged to attend if possible.
 - e. The premiere performance concert will include an award acknowledgement.
 - f. Americas Society is granted the right to produce audio and/or audiovisual recordings of the premiere including "behind the scenes" material (the "Media"). The winners will be provided with a video and audio recording of the premiere for their personal portfolio use and not for commercial release.
 - g. Americas Society shall have the worldwide and permanent exclusive right and license to make any use of the Media, including edits, adding captions, etc., for non-commercial archival and broadcast use, including radio, television, and Internet broadcast, webcast, streaming, download, podcast, or other media, including advertising purposes connected with the mission of Americas Society. Should Americas Society wish to make or authorize any commercial audio release of the Media then Composer consents thereto and shall be entitled to full statutory mechanical license royalties.
 - h. Winners consent to the use of their name and likeness including photo and biography, as well as the recording of their work by audio and video at the Premiere. Americas Society will be the sole owner of all recordings and may make unlimited royalty free worldwide use for purposes of online social media or other platform streaming, including commercial release subject to standard statutory mechanical licensing.
 - i. By entering the Competition, the applicant is agreeing to meet the foregoing deadlines. Failure to do so shall result in withdrawal of the award.
 - j. The composers shall retain all copyright in their commissioned works subject to granting to Americas Society the exclusive right to present the world premiere without charge of any kind (i.e. rental fees, performance fees, etc.), and for a period of two (2) years thereafter the exclusive right to produce the first commercial recording if desired, subject only to payment of statutory mechanical royalties and no other fees, provided however that if Composer should have a third party wishing to issue the first commercial audio release, the consent of Americas Society shall not be unreasonably withheld. Americas Society is hereby granted an irrevocable worldwide royalty free license to present performances of the commissions without payment of any rental or other fees, subject only to a valid public performance license (ASCAP, BMI, etc.).
 - k. The commissioned scores shall include on the title page and first page of music the following notice: "Commissioned by The Americas Society as part of its 2024 Composition Competition."

- 1. The Americas Society shall have the sole and exclusive right of making the first public announcements of the winners and commissioned works. Thereafter, applicants and winners shall have the right to make any social media posts or other announcements regarding their participation provided however that no such posts shall state or imply any endorsement by, affiliation with, or sponsorship by Americas Society of the individual or their creative works.
- m. In the event the composer does not deliver the Commission by the required date, Americas Society reserves the right to either re-schedule the dates or to terminate the commission with no further obligation to the Composer. In such an event, the Composer shall immediately return any portion of the commission fee award previously received.
- 9. Miscellaneous: This Agreement is governed by the laws of the State of New York without regard to conflicts of laws principles with exclusive venue and jurisdiction in the courts in New York City. This is the entire agreement between the Parties with respect to its subject matter and may not be amended or changed without a signed writing from both Parties. Americas Society shall have no responsibility for lost or damaged digital files and by entering the Competition the Applicant unconditionally releases, discharges, and covenants not to sue Americas Society for any reason or claim. Americas Society reserves the right to withdraw any award at any time including subsequently should it be discovered that any information in the application is intentionally misleading or false, including termination of any commission. Americas Society shall provide all musical performances and publicity thereof in its sole and absolute discretion and applicant agrees to abide by all decisions and results therefrom. In the event of any "force majeure" meaning event beyond the reasonable control of Americas Society including but not limited to Acts of God, civil unrest, strike, pandemic, etc., Americas Society reserves the right to reschedule all dates and events or to cancel the competition, awards, or concerts in its sole and absolute discretion without any further oblitations. This Agreement may be signed electronically including by online "I accept" actions and acknowledgements.