

Music Copyrights/Royalties “101” (with some “501”) for Melody’s 8/31/21 Zoom Session

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Disclaimer (of course!) – To say that the topic of music copyrights is “complicated” is an understatement. This information is based on my (Angi’s) experiences and research, but please understand that we are *not* providing definitive answers or legal advice. If you plan to pursue publishing, performing, or recording, be sure to do in-depth research and/or seek legal advice. Remember ... It is complicated!

The Zoom Session and the Handout - I’ve put a lot of basic information in this handout so you’ll have it on paper. That way, you can engage in our discussion instead of trying to take detailed notes. We will do an overview of the most important things to know (page 1), and then we will move to your questions and specific topics. If needed, we may table a question so we can stay focused on general interest topics and avoid going down a “rabbit hole.”

Terminology – For a “**musical work**,” there are words that are used interchangeably including song, composition, piece, tune, melody, and work. Technically, a song has lyrics to be sung, but we often use the word “song” generically. Likewise, “recording” often refers generically to a “**sound recording**” of a musical work (incl videos).

Motherly Advice – Early in your endeavor, do focused research to confirm/validate that required licenses will be easy to obtain *and* that royalties will be easy to pay. Start with your “ideal” song list, then do research. As a path of least resistance, many musicians use public domain music to avoid the hassle of licensing. That certainly works, but some licensing options exist that are quite easy and worth the effort.

Bottom line - Keep it simple by understanding the basic requirements and options. Then, proceed!

Key Concepts

- Publishing –
 - If (a) you write an original piece or (b) you arrange a piece that is in the public domain (“PD”), you own the copyright to your musical work.
 - If you arrange a piece composed by another that is still covered by copyright (that has not yet “fallen into PD”), you must secure permission (a print license) to publish your arrangement.
- Performance – In general, you *cannot* perform music publicly without a license. Often, it is a business /organization that benefits from your performance, so *they* (business/concert venue) should have a Performing Rights license, not you. There are “allowable uses”/exceptions for unlicensed use, but they are very specific.

Types of Licenses and Royalties/Fees

- Print License for Publishing (“non-mechanical” reproduction) – First, an important note: Permission to publish an arrangement of a copyrighted piece is *not* compulsory and can be denied, in which case you *cannot* publish your arrangement (anywhere, for \$ or for free). Second, there is no statutory royalty rate. **Recently, the print license rates have been ~15% of the Retail Selling Price for Print and 50% for Digital.**
- Performing Rights Royalties for Public Performance - for music that is played in any public place, outside of your normal circle of friends & family (U.S. Copyright Law). Administered by PROs (p 2). **License fees vary.**
- Mechanical License Royalties for Recordings for physical product such as CDs, streaming, permanent downloads (“PDDs”), and ringtones. There is a statutory rate (but can be negotiated). Current rates:
 - **<=5 minutes - \$0.091 per unit ex: 1,000 units = 1,000 x \$.091 = \$91.00 per copyrighted song x the # of copyrighted songs. If >5 minutes, additional \$0.0175 per minute (or fraction of minute) per unit.**
 - **Interactive Streaming \$0.01 per stream (or bulk licensing for >10,000 streams).**Note: You need a license for *any* number of units. HFA licenses a minimum of 25 units.
- Synchronization License Fees (“Sync”) for Reproduction of Music when it is used in the soundtrack of a film or TV show, etc. It is negotiated based on a number of factors including scope of use, term, territory.



51 **Definitions (Basic)**

- 52 • Copyright – As the owner of a copyright, you are granted certain exclusive rights, including the right to:
- 53 ○ reproduce the copyrighted work
- 54 ○ prepare derivative works based on the copyrighted work
- 55 ○ distribute copies of the copyrighted work to the public
- 56 ○ perform the copyrighted work publicly
- 57 ○ for sound recordings, to perform the copyrighted work publicly by means of a digital audio
- 58 transmission
- 59 i.e., the rights to record, sell/distribute copies in various formats (vinyl, CD, digital download, etc), make
- 60 new works, perform in public, post online, stream your music. It also allows you to prevent/stop others
- 61 from doing these things with your music without your permission.
- 62 • Public Domain (“PD”) – Creative works become “PD” (belonging to and available for use by the public) once
- 63 the intellectual property rights to the works have expired.
- 64 • Composition [10] – Any music as it exists as a piece of intellectual property, such as the melody,
- 65 progression, lyrics, rhythmic pattern, or any combination thereof. In almost all cases, the owner of the
- 66 copyright of a composition is the original author(s) unless there is a written agreement between the
- 67 author(s) and another person/entity (such as a publishing company) whereby the authors have sold or
- 68 assigned their copyright.
- 69 • Copyright Infringement – using a copyrighted song without permission/a license. The copyright owner is
- 70 entitled to damages if their claims are proved in a lawsuit. Note: It is helpful to have registered your
- 71 copyright, but it’s not essential. You have a copyright whether or not you registered your work.
- 72 • Royalty – money paid for the use of a copyrighted piece
- 73
- 74 • Cover/Cover Song [10] – a new Master of an existing composition. i.e. to perform/record/distribute the
- 75 musical works of other musicians. For mechanical licenses for your Cover recording, see HFA (Harry Fox
- 76 Agency/Songfile), Tune Licensing, Easy Song Licensing, et al.
- 77 • Master [10] – a recording of a performance of a composition. There can be multiple masters of a
- 78 composition, such as if different musicians have recorded the same composition.
- 79 • Public Performance - includes any music played outside a normal circle of friends and family that occurs in
- 80 any public place (per U.S. Copyright Law). “It’s fairly simple: It occurs when a song is played in front of a
- 81 substantial group of people. Includes recordings, live performance at places such as concert halls,
- 82 auditoriums, malls, elevators, bowling alleys, restaurants, and sporting events. Plus, radio broadcasts.” [13]
- 83 • PROs Performance Rights Organizations [13] – collect royalties on behalf of rights owners (songwriters and
- 84 publishers) and distribute them among the rights holders. Ex: ASCAP, BMI, SESAC
- 85 Note: There is interesting reading about the impact that “aggressive” licensing fee compliance audits and penalties have had.
- 86 In some settings, they may have discouraged the use of music because of annual license expense &/or steep penalties.
- 87 • Publishing Administrator – administers the copyright (protects the use of songs) as well as collects royalties
- 88 owed for use. Ex: Hal Leonard Corporation (“the world’s largest source for music publications”)
- 89 • Blanket License – description from ASCAP (but similar in BMI):
- A "blanket license" is a license which allows the music user to perform any or all of the millions of works in the ASCAP repertory, as much or as little as they like. Licensees pay an annual fee for the license. The blanket license saves music users the paperwork, trouble and expense of finding and negotiating licenses with all of the copyright owners of the works that might be used during a year and helps prevent the user from inadvertently infringing on the copyrights of ASCAP's members and the many foreign writers whose music is licensed by ASCAP in the US. [see also Per Program License]
- 90
- 91 • Streaming and Downloading – digital version
- 92
- 93



Copyrights for Publishing and Print Licenses by Categories of (Our) Musical Works (A, B & C)

- **A. Your Original Composition** – Your copyright is automatic when the work is created (fixed in a copy or recording for the first time). It is best to put ©Date and Name on document (ex: ©2021 Angela Bemiss). You may want to register your copyright (<https://copyright.gov/registration/>) to make it easier to protect/defend your right if it has been used without your permission.
 - **Copyright Law Dates based on date first published**
 - <=1922 – in public domain “PD”
 - 1923 – 1977 – publication date plus 95 years
 - >=1978 – life of writer plus 70 years (if multiple writers, life of last surviving writer)
- **B. Your Original Arrangement of a Public Domain Piece (“PD”)** – Your copyright is automatic when the work is created (fixed in a copy or recording for the first time); best to put ©Date and Name on document (ex: ©2021 Angela Bemiss). You may want to register your copyright (<https://copyright.gov/registration/>) to make it easier to protect/defend your right if it has been used without your permission.
- **C. Your Original Arrangement of a Copyrighted Piece** (composed by someone else) – requires permission
*Important Note: Permission to publish an arrangement of a copyrighted piece is *not* compulsory and can be denied, in which case you *cannot* publish your arrangement (anywhere, for \$ or free).*

Licenses for Types of Publications of Copyrighted Pieces Used With Permission

Important Note: Permission to publish an arrangement of a copyrighted piece is *not* compulsory and can be denied, in which case you *cannot* publish your arrangement (anywhere, for \$ or for free).

- **Print License for Paper/Hard Copy** – royalty you pay is ~15% of Retail Selling Price. Often, your print license indicates that it is a “work for hire,” and *they* retain the copyright for your published arrangement. That is, you cannot collect royalties when someone uses your arrangement; instead, user pays the copyright holder. You pay for some copies up front (e.g. 100 copies), then subsequently pay for more copies.
- **Print License for Digital/PDF** – royalty you pay is ~50% of Retail Selling Price. Up-front initial payment.
 - SMP Press <https://smppress.sheetmusicplus.com/> - An option that is simple and requires no up-front investment or reporting. You receive 10% of retail price (which you set) for copyrighted pieces they administer (same *net* 10%/\$ as selling through a retailer – see calculation below), or 50% for your arrangement of PD piece or your original compositions.

The Real World “Economics” of Publishing and Selling Your Original Compositions and Original Arrangements

Factors used in examples below, based on Industry Norms (including in the harp world):

- \$10 Retail Selling Price (for math simplicity)
- 15% *Paper* Print License or 50% *Digital* Print License
- 40% Retailer’s Wholesale Discount
- Royalty Paid by Publishers (on *their* sales of your music) – 10% on Paper (covers printing); 15% on PDFs

Note: You would also need to factor in your production costs (notation, printing, shipping, supplies, website)

Self-Published (on your own e-commerce site, Wholesale through a Retailer, or via an Online Store (pays royalties))

A – Original Composition, **B** – Original Arrangement of PD, **C** – Original Arrangement of Copyrighted Piece

- **Print**
 - A or B** - \$10 Retail on your own e-commerce site (you keep 100%); \$6 Wholesale (\$10 less 40% Discount)
 - C** - \$4.50 Wholesale (\$10 less 15% *Paper* Print License less 40% Discount)
- **Digital/PDF**
 - A or B** - \$10 Retail on your own e-commerce site; \$6 Wholesale (\$10 less 40% Discount)
 - C** - \$5 Retail on your own e-commerce site (\$10 less 50% *Digital* Print License)
 - \$1 Wholesale (\$10 less 50% *Digital* Print License less 40% Discount)
- **Digital Through an Online Store** (e.g. SMP Press)
 - A or B** - \$5 (\$10 x 50% royalty); **C** - \$1 (\$10 x 10% royalty – They cover the *Digital* Print License cost.)

Sales Through a Publisher (e.g. Afghan Press) **A/B/C** - \$1 on Paper (\$10 x 10%), \$1.50 on Downloads (\$10 x 15%)

Typically, they handle everything, except you secure and pay for print licenses on copyrighted pieces.



145 **Performance Rights**

- 146 • **Basics** [5] – You cannot play music publicly (recorded or live) without a license. A **Public Performance**
- 147 includes “any music played outside a normal circle of friends and family that occurs in any public place.”
- 148 Copyright laws require music users to get permission from songwriters/composers who can charge a fee
- 149 before their music is played publicly. A “Performing Right” also applies when music is transmitted to the
- 150 public via radio, TV, digital service providers, in a concert, and any other means.
- 151 • **Allowable Uses** [1] – Congress identified ten types of unlicensed uses that are allowed *without* requiring the
- 152 users to compensate the copyright owners. Those that are performance-based and of interest to us:
- 153 1) Religious Service Exemption *in the course of services at a place of worship or other religious assembly*.
- 154 Note that the organization *does* have to obtain a license for the same music in a social hall (e.g. reception).
- 155 2) Non-Profit Exemption such as a concert for charity (if *not* publicly transmitted).
- 156 3) Transmission Exemption for small venues (carefully read the specific details).
- 157 [1][https://www.bmi.com/news/entry/C in a Circle Exceptions To The Rule When Unlicensed Uses of](https://www.bmi.com/news/entry/C_in_a_Circle_Exceptions_To_The_Rule_When_Unlicensed_Uses_of_a_Copyright_Are_Not_Infringements)
- 158 [a Copyright Are Not Infringements](https://www.bmi.com/news/entry/C_in_a_Circle_Exceptions_To_The_Rule_When_Unlicensed_Uses_of_a_Copyright_Are_Not_Infringements)

159 **Some Specifics**

- 160 • Concert – the venue should have a license, and they report via a form or by sending a copy of the program
- 161 • paid admission
- 162 • free admission (allowable use exemption for charity concerts only)
- 163 • Public Performance General - such as background music at a hospital, nursing home, lobby, labyrinth); not a
- 164 formal concert – confirm that the venue has a license (ASCAP/BMI)
- 165 • Wedding – in religious facility, allowable use exemption; otherwise, it’s best to confirm that the facility has
- 166 a license (ASCAP/BMI)
- 167 • Church – most churches have a CCLI license and *should* have a CCLI Streaming License or Streaming Plus
- 168 Master Recording License. <https://us.ccli.com/streaming-license-terms-of-agreement/>
- 169 • Live, not distributed - in religious facility, allowable use exemption
- 170 • Distributed (online, live stream, archived) – streaming license
- 171 • Online
- 172 • YouTube [9] – Good luck! Here are helpful links:
- 173 <https://www.legalzoom.com/articles/posting-cover-songs-on-youtube-what-you-need-to-know>,
- 174 <https://www.tunepocket.com/use-copyrighted-music-youtube/>, [https://www.tunepocket.com/how-](https://www.tunepocket.com/how-to-check-song-copyrighted/)
- 175 [to-check-song-copyrighted/](https://www.tunepocket.com/how-to-check-song-copyrighted/) [https://www.youtube.com/creators/how-things-work/getting-started/](https://www.youtube.com/creators/how-things-work/getting-started/terms-to-know)
- 176 [Terms to Know](https://www.youtube.com/creators/how-things-work/getting-started/terms-to-know), including UGC user-generated content:
- 177

Copyright claim basics

[What is a Content ID claim?](#)

[Copyright strike basics](#)

[Dispute a Content ID claim](#)

[Submit a copyright counter notification](#)

[Monetization during Content ID disputes](#)

[What is a manual claim?](#)

[Requirements for counter notifications](#)

[The difference between copyright takedowns and Content ID claims](#)

[21] YouTube Monetization

- YouTube listens to your song

- remembers your song

- finds any UGC containing your song

- places ads on those videos when applicable, so you can earn \$

i.e. “uploads & fingerprints your ‘assets’ and reference files for YouTube’s Content Management System (CMS) for Content ID scanning and monetization.”

- 178 • Facebook – Good luck here also. Here’s a helpful link [https://medium.com/marketing-insider/why-](https://medium.com/marketing-insider/why-musicians-can-not-live-stream-or-post-music-videos-on-facebook-110d6de69fa7)
- 179 [musicians-can-not-live-stream-or-post-music-videos-on-facebook-110d6de69fa7](https://medium.com/marketing-insider/why-musicians-can-not-live-stream-or-post-music-videos-on-facebook-110d6de69fa7)
- 180 • Your website – Here’s info about various options. You still need to secure licenses for copyrighted
- 181 music. <https://www.websitebuilderexpert.com/website-builders/musicians/>
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185 **Synchronization License Fees (“sync”) for Reproduction of Music** when it is used in the soundtrack of a film or TV
186 show. It is negotiated based on number of factors including scope of use, term, territory. Record companies and
187 film/TV producers pay synchronization fees directly to the copyright owner (usually the publisher or their
188 representative, such as Harry Fox which represents many U.S. publishers in granting synchronization licenses (and
189 mechanical licenses) and collects fees for them. [10] <https://www.tunecore.com/guides/sync-licensing-101>

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192 **Locating the Copyright Holder and/or Copyright Administrator, plus other Links**

- 193 • Start with the copyright notice on the bottom of your source/purchased music (although it may not be
194 current)
- 195 • PROs Performance Rights Organizations, including easy-to-use song searches
 - 196 ○ ASCAP's Clearance Express (ACE) at <https://www.ascap.com/ace#/>
 - 197 ○ BMI <https://www.bmi.com/licensing>
 - 198 ▪ BMI SongView (repertoire search) <https://repertoire.bmi.com/>
 - 199 ○ SESAC (by invitation only) <https://www.sesac.com/business-owners/licensing-faqs>
- 200 • Songfile (Harry Fox Agency) <https://www.songfile.com/public-search> for mechanical licenses for physical
201 product, ringtones, and permanent downloads (“PDDs”).
- 202 • SMP Press – You self-publish (create a PDF file with a copyright notice that they provide, and you upload it
203 to SMP Press) and they sell your music online in their website. It’s an easy way to you’re your
204 compositions/arrangements available for sale.
- 205 • helpful resource from Mary Radspinner for copyright information <https://smppress.sheetmusicplus.com/>
- 206 • Hal Leonard Corporation <https://www.halleonard.com/licensing/selfPublishing.jsp>,
207 <https://www.arrangeme.com/> - HLC administers licensing for “gazillions” of songwriters and publishers
208 <https://www.halleonard.com/publisherList.jsp>
- 209 • Alfred <https://www.alfred.com/licensing/>
- 210 • Universal Music Group (Capitol Music) <https://www.universalmusic.com/labels/>
- 211 • Capitol CMG (Capitol Christian Music Group) <https://www.capitolcmglicensing.com/song-search>
- 212 • CCLI/Christian Copyright Licensing International <https://us.ccli.com/>, <https://us.ccli.com/copyright-license/>
- 213 • One License (“worship” music) <https://www.onelicense.net/how-it-works>
- 214 • TuneCore - <https://www.tunecore.com/music-publishing-administration>, [https://www.tunecore.com/sell-](https://www.tunecore.com/sell-your-music-online)
215 [your-music-online](https://www.tunecore.com/sell-your-music-online), <https://www.tunecore.com/artist-advice>
- 216 • Easy Song Licensing <https://www.easysonglicensing.com/pages/help/help-center.aspx>
- 217 • TuneLicensing <https://tunelicensing.com/site/page?name=faq>
- 218 • Other – <https://www.globalmusicrights.com/>
- 219 • Other -

220
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224 **Final Notes**

- 225 • [#] explanation - I printed out over twenty collections of information from my internet research, and I
226 numbered each printout. The # in a bracket is simply my reference to the source of what I have shared here. I
227 have not done formal quotes and proper footnotes, because all this information appeared in multiple sites with
228 very similar wording.
- 229 • You would think, then, that all this licensing business would be clear and simple – right?! Nope! Some is, some
230 isn’t.

