

## Everything you wanted to know about Music Licensing as of 2/17/2023

Attached are several pieces of information that explain Mechanical Licenses for downloading learning tracks, Sync Licenses for uploading videos to Facebook and other websites of your chorus singing, such as shows, performances, etc. I have also attached information regarding ASCAP/BMI performance licenses along with the newest form to fill out. Some of the information is repetitive, but I wanted you to have everything that I can find out there to explain the reasoning behind all this. If you need further clarification or have other questions, you can contact Tracy Shoghi at: [tracy@sweetadelines.com](mailto:tracy@sweetadelines.com)

FYI: On the attached "Music Copywrite Licensing Overview" SAI needs to update this info: Public Domain is everything that was written prior to 1927 not 1923.

### **MECHANICAL LICENSES:**

Simply put, if your chorus or quartet purchases learning tracks a Mechanical License is required. An account should be set up for your chorus and quartet at: <https://www.songfile.com/> the average rates are: \$16 processing fee per song license; if more than 5 songs are requested in a transaction, the fee is reduced to \$14 for each additional song. A digital invoice is generated before purchase. There is also a nominal royalty fee for each song license added to the processing fee.

### **SYNC LICENSES:**

Whenever you release a video **for public viewing**, with a song that someone else wrote and composed, you need a synchronization (sync) license. For example, if you release a video of your chorus singing a Cyndi Lauper song, you need a sync license to use the music and lyrics of that song, even if it's a small portion of the song. You will need a Sync License in order to legally upload content to YouTube - whether that is through direct permission from the publisher or through our Custom Licensing Services. *While costly, it is easier to obtain sync licenses through a Custom Licensing Service such as: <https://www.easysong.com/services/licensing/get-permission/custom/> and they offer a free consultation.*

My hope is that you will be able to understand all there is here about mechanical, sync and performance licenses. I know that it is a lot to digest, but we must follow the rules and the consequences could be tough on a chorus' finances.

Just a reminder to put your music into the Song Assessment Toll on the SAI website.

In Harmony,

Sharon Stockstad  
[North by Northwest Region 13](#)  
[Membership Coordinator](#)

## Mechanical Licensing for Learning Tracks

This is an important area of concern and all SAI ensembles should be paying mechanical licensing fees if they utilize learning tracks of any kind. Just like the copyright law and duplication of sheet music that performance organizations have had to get serious about, (with choruses destroying illegal copies and instituting processes in their groups to control illegal photocopying), the time has come to do the same for learning tracks.

The importance of this in our organization has increased because SAI ensembles use learning tracks much more than they used to, especially as a result of Covid-19 which caused ensembles to utilize recordings more than they had in the past. If fees are not paid, songwriters and copyright owners are missing out on compensation that should be theirs because many ensembles are benefitting from utilizing professionally recorded learning tracks to learn songs.

Even though these tracks are not distributed in huge amounts like digital music recorded by famous musical artists, it is still being created and distributed to a limited audience. The learning track makers, can conveniently put the responsibility on the purchaser to pay their own mechanical fees on their learning tracks. But this makes sense because mechanical fees of this nature are calculated based upon the average weekly attendance for the ensemble.

Currently, when an artist records a songwriter/music publisher's song, and then makes it available as a "PDD" (permanent digital download), a mechanical royalty of .12 cents is due for each "download" that is distributed (you will often see .09 cents quoted, but the price raised to .12 cents in May 2022). In other words, even though you download the tracks/album 1 time, you will be distributing it to 35 individuals (average attendance at rehearsals). So  $35 \times .12 = \$4.20$  that must be paid. There is also a \$16.00 processing fee.

A question that might come up is "Do we pay that amount 1 time for the Tenor track, 1 time for the Lead track, 1 time for the Baritone....etc resulting in 4 payments totaling \$16.80? No – because you are not distributing 35 Tenor tracks, 35 Lead tracks, 35 baritone tracks, etc. You would be OVERPAYING. Consider a set of learning tracks as 1 album entity, with a total distribution of 35 units. Then you would instruct your singers to download only their part predominant track. If you want to allow them to download the MIXED track as well, then YES, you WOULD pay an additional \$4.20 for that permission to download 35 mixed digital tracks. That would make the total due \$8.40.

Another talking point is that in the ensemble of 35, you may have only 25 that ACTUALLY download their track. Perhaps others learn visually and only use the sheet music. Perhaps others are unable to handle the download process technically so they just sit at their computer and listen. Perhaps only 5 or 6 members actually download the mixed track for use on their playlist in the car. You COULD track this but it would be a complicated and time-consuming process for so little monetary gain. So technically, the tracks can be downloaded over and over again by the same people or others. The chorus COULD start entering limitation on

downloads, however this as a frustration more than a help, because people make mistakes, destroy tracks, etc....and they might have to repeat the download. If you have a process in place to make your required payment for the purchase of the tracks as described, and you simply inform your chorus members “Feel free to download your track, please download only your track and the mixed track for your personal use, due to mechanical licensing/copyright law, etc) you have done your due diligence in adhering to copyright law.

Who do you pay? That is where the Harry Fox Agency and its “Songfile” website comes in.

To register and create an account through which to pay SOS mechanical fees, go here.

<https://www.songfile.com/>

The Songfile FAQ page is very helpful. <https://www.songfile.com/faq>

When you pay the mechanical licensing fee, it is a 1-time payment good for the life of the ensemble.

Remember that public domain songs do not require mechanical licensing fees....so learning tracks are exempt from mechanical licensing fees. Some Christmas Carols or hymns will also be, and any song that is public domain due to its year of creation.

Information gathered from Songfile.com and Sweet Adelines International

### **Synchronization Licenses for Video and Audio Recordings**

Synchronization licensing covers the use of recorded music when combined with any audio/visual media. In other words, video production requires its own separate license, which pays a royalty to the composer of the song for the right to use their song on your new video recordings. Unlike the mechanical license for audio recordings, a synchronization license must be negotiated on an individual basis directly with the music publisher or copyright owner. The copy right holder may charge any rate they want and are not obligated to issue a license.

You should secure a synchronization license before you upload or publish a video of recorded music combined with any audio/visual media to the Internet. Even if you create the entire performance and recording yourself, you still need both the mechanical and synchronization license to legally publish the video on YouTube, Facebook or any other website, unless it falls within public domain, or if it was published under a Creative Commons license allowing for free re-use. Reputable websites will remove videos with unlicensed copyrighted material.

Printing and recording rights, especially for synchronization licensing, may be held by different owners. There is no easy way to determine the appropriate person to contact. If you are planning to negotiate for yourself, start with the publisher who holds the print rights.

With very few exceptions, all videos require synchronization licensing. You are, however, allowed to make a master copy of an individual performance such as your regional contest. A separate license is required for each song on your project.

Synchronization Licenses can be negotiated.

Information gathered from SAI Chapter Guide and Easysong.com





*Sweet Adelines*  
INTERNATIONAL

## Music Copyright and Licensing Overview

### What is Copyright?

Copyright law can be very complicated. However, it can be simplified to two basic premises:

- Do not photocopy copyrighted music unless you have Permission from its owner.
- Obtain a performance license for shows given for the public. (Members in countries not covered by ASCAP [www.ascap.com](http://www.ascap.com), BMI [www.bmi.com](http://www.bmi.com), or SESAC [www.sesac.com](http://www.sesac.com) should check the performance license laws in their respective countries to ensure compliance.)

### How does copyright relate to SA music and competition?

The certification of copyright clearance statement is included on the competition entry form for [quartets](#) and [choruses](#). By completing and submitting the entry form, the quartet or the president/team leader, on behalf of the chorus, is stating that to the best of their knowledge the arrangements the group is performing are legal arrangements; either they have been cleared through the copyright process, are original works, or are songs in the [public domain](#). Generally, when you purchase music, you can assume that appropriate permissions have been obtained. However, if you are not certain, it is acceptable to ask the music provider to verify that the arrangement has cleared the copyright approval process. All music purchased through [International Sales](#) has proper clearance.

SA always tries to comply, to the best of its knowledge and ability, with all applicable [copyright and licensing laws](#) of the United States. Use of the copyright clearance form is intended to help you protect the organization from complications resulting from licensing restriction. We also recognize that you, as members and performers, want to do the right thing and be in compliance with the law as well. In the future, if it is determined that a contestant has provided false information or has not appropriately obtained permission for an arrangement, and as a result the organization is subject to extraordinary expenses, legal fees, or fines, that contestant may be asked to share in these costs.

### What is the difference between Copyright and Licensing?

What is [copyright](#) and licensing?

Copyright is the exclusive legal right to make copies of intellectual property: books, music, poetry, pictures, drawings, etc., granted by law for a specified number of years.

Everyone in chorus leadership – especially music team members – should have a basic understanding of music copyright and how it applies to their chapter and/or quartet(s) so they remain in compliance with [U.S. Copyright laws](#).

Arranging is technically copying words and/or music. Therefore, you must ask for and receive permission from the copyright owner before you are allowed to arrange a copyrighted piece of music.

Music licensing is the licensed use of copyrighted music. The purpose is to ensure that the owners of copyrights on musical works are compensated for certain uses of their work. A purchaser has limited rights to use the work without a separate agreement.

## **Fair use**

The [Fair Use doctrine](#) allows people to use someone else's copyrighted work without permission in certain circumstances. Common examples include: criticism, commentary, news reporting, teaching, scholarship and research.

## **What is the difference between Parody and Satire?**

[Musical parody](#) involves changing or copying existing musical ideas or lyrics or copying the particular style of a composer or artist, or even a general style of music. Although the intention of a musical parody may be humor, it is the re-use of music that is the original defining feature.

[Satire](#) is the use of an existing work to seek attention or profit, criticize society generally or criticize something beside the original work.

Courts have viewed parody as [fair use](#) of a [copyright work](#). However, what constitutes parody has not always been clear. SA recommends always obtaining permission from the copyright owner before using copyrighted material.

## **What is a Performance License? Why do I need to submit the ASCAP/BMI/SESAC (US only) forms to Music Services?**

A [Performance License](#) allows you the right to perform music in public. Just because you may have legally purchased sheet music, do not assume that you have the legal right to perform the song(s) in public.

Performance Licenses are required even if the event is free to attend and tickets are not for sale. The only exception is if the performance is of a benevolent nature. For example, performances at a nursing home, hospital, prison or in a parade, would qualify as a benevolent event. If in doubt, check with [Sweet Adelines](#) or contact [ASCAP](#) directly to see if this license is required.

If you receive an invitation to perform at a venue, then it is the venue's responsibility to obtain this license. Many already have a license in place. However, it is your responsibility to ensure the venue has the proper licensing beforehand.

## What is the difference between a Mechanical license and a Synchronization License? Why would I need one?

[Mechanical licenses](#) are audio only. It's legal to make one audio copy of a performance or rehearsal for archival, educational or study purposes and one copy as a backup. However, if you want to distribute copies or offer them to the public, you must obtain a mechanical license; regardless of whether the products are free or offered for sale. Learning Tracks, CD's, downloads, thumb-drives, etc., are all included in this requirement. You are required to obtain a license for each song and each copy of the song you will create – including each song in a medley. You will be required to provide the following information, per song, to request these licenses:

- Song title
- Writer/composer
- All publisher information
- Length of song in minutes and seconds
- Expected release date
- Artist/performer(s)
- Title of project
- Number of copies to be produced

The best and easiest way to obtain these licenses is through the [SongFile system](#) from the [Harry Fox Agency](#). Harry Fox represents the majority of copyright holders, in the U.S., for processing mechanical licenses.

## Synchronization Licensing – Audio and Video

Legally, you can make one audio/video copy of a performance or rehearsal for archival, educational or study purposes and one copy as a backup. It is **illegal** to post videos online, on YouTube, or on your website, without the proper synchronization licenses. If you have not received permission from the copyright owner/publisher, then you will be in violation of copyright laws. You may be asked to remove the item from the site and face fines and penalties. Search the [ASCAP](#), [BMI](#) and [SESAC](#) websites to determine which publishers own the rights to the songs you would like to post. Request permission online through the publisher's website, by letter or by email. Include the following information in your request for synchronization licensing:

- Production Company or name of the company the license is to be issued
- Song title and writer/composers
- All publisher information
- Territory (worldwide)
- Term of license requested (how long you intend to post the item)
- Description of the project
- Media Venue (worldwide web, YouTube, etc.)

If you are posting the performance and/or music of a song in the [Public Domain](#) (published prior to 1923), then you will need to get the proper permission from the owner of the arrangement you are using. Although the original song is in the public domain, the arrangement you are using is the property of the arranger.



## **Are there rules for social media?**

Facebook uses a [Statement of Rights and Responsibilities and Community Standards](#), to ensure users only post content to Facebook that doesn't violate the intellectual property rights of another party. You might be able to use someone else's content on Facebook if you've received permission (a license) or if your use is covered by [fair use](#) or another exception to [copyright](#). The best way to ensure your posts don't violate copyright law is to only post content you've created yourself. Before you post, ask yourself:

- Did I create all of the content myself?
- Do I have permission to use all of the content included in my post?
- Does my use of the content fall within an exception to copyright infringement?
- Is the content protected by copyright (for example, is it a short phrase, idea or public domain work?)

Additionally, posting videos online – YouTube or other sites – is illegal without a web [synchronization license](#) from the copyright owner or publisher. If a copyright holder notices a song used in combination with a video posted on a social media site without a license, the publisher has every right to ask that user to remove the video and in some cases, fines can be levied against the user.

Sweet Adelines owns all performances in any SA-sponsored competition. Choruses or quarters wanting to post their competition videos should apply to SA using this [Survey](#).

Performing a repertory search on the [ASCAP](#), [BMI](#) and [SESAC](#) websites, can help you determine the publisher of a song. Once you have that information, you must send them a written request, outlining the details of the license you'd like to secure, including the territory (worldwide), term (how long you intend to post the item), description of your project and its intent, and the specific media (web/YouTube). Once arranged, songs in the [Public Domain](#) (those written prior to 1923) become property of the arranger, so you will need to contact them for permission as well.

## **COPYRIGHT**

Copyright is an exclusive bundle of rights provided to an author(s) of an original work of authorship, such as books, music, poetry, pictures, drawings, etc. For musical works, copyright extends to both the music and the lyrics. The "bundle of rights" that are included in copyright are the right to: (1) distribute copies of the work, (2) reproduce (or make copies of) the work, (3) display the work publically (for example, a painting that you want to allow a museum to publicly display), (4) perform the work publically, and (5) create derivative works based upon the original work. A copyright owner or holder is a person or company, such as a publisher, that owns any one of the exclusive rights of copyright in a work.

The rights mentioned above can be separated. The rights of musicians can vary depending on whether they are composers or performers. A composer is a person who creates the music — i.e. the melody, rhythm and lyrics. A performer is one who performs music. The performer's copyright exists in the sound recording.

Copyright ownership is separate from the ownership of the work itself. For instance, when a musician sells a CD to someone, the musician retains the copyright in the music. That means the buyer of the CD will have the right to play the CD at home or in their car but the musician will retain the rights to copy, perform and distribute the music, and make other works based on the music. When you purchase a song book, you do not purchase the right to make copies of that song book; that property right remains with the copyright holder.

Moreover, copyrights not only can be sold independent of the work itself, but the different exclusive rights can also be sold separately. For instance, a musician could sell the right to make copies of their CD to one person and could sell the right to publicly perform it to someone else.

Copyright ownership is generally indicated by the word "copyright," a small enclosed letter (c) or ©, followed by a date and the name of the owner of the copyright in the work (e.g., © 2016 Sweet Adelines International). Permission to copy this material may be given to others by the owner and is usually shown by adding a phrase such as "Used by Permission" on the bottom of the first page. While a copyright notice was once a requirement of copyright protection, it was made optional in 1989. Therefore, copyright protection attaches to a work even though it does not have a copyright notice on it. Of course, it is important to place copyright notices on musical works to put people on notice that a copyright is claimed. However, the absence of the copyright notice does not indicate that the work has not been copyrighted or that it is in the public domain.

Moreover, simply because a work appears on the Internet, does not mean that the author has placed the work in public domain or granted permission for anyone to download the work and make copies of it. Please assume that anything that appears on the Internet is protected by copyright unless you receive explicit permission from the owner to make copies of the work.

Copyright protection does not last forever. A copyright has a "term" or length, depending on when the work itself was created and is determined by the laws of the country in which the music is used. In the U.S., for works created after January 1, 1978, the term of copyright is the life of the last

surviving author plus 70 years or, if the work is a Work-for-Hire, the term is 95 years from first publication or 120 years from creation, whichever expires first. For works published or registered between 1964 and 1977, the term of copyright is 95 years, and for works published or registered between 1925 and 1963, the term of copyright is 95 years, if renewed in the 28th year. Copyright in works published or registered prior to 1925 has expired, and thus, are now in the public domain in the U.S. It is important, however, to clearly understand what is in the public domain and what is not. While all of Beethoven's musical works are in public domain, most of the sheet music of Beethoven's works would not be in the public domain. That sheet music would, unless created prior to 1925, be protected by copyright in the U.S. The same is true with sound recordings of Beethoven's symphonies. The publisher of the sound recording would have copyright protection in it even though the underlying musical works that were performed were in the public domain.

Because of the nature of our organization, we are primarily concerned with the right to reproduce songs, specifically music manuscripts and recordings and the right to perform songs in public. Unless the copyright on a song has expired (public domain), fees designated by the song owner (royalties) must be paid for copies made. In addition, you need permission of the copyright owner to publically play the song during a performance or concert.

Sweet Adelines International works with the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI), Society of European Songwriters, Artists and Composers, Inc. (SESAC), Global Music Rights, and the Society of the Composers, Authors and Music Publishers of Canada (SOCAN) to comply with the copyright law, and to protect the rights of the copyright owners and the Sweet Adelines International music arrangers.

It is the responsibility of Sweet Adelines International performance groups to determine that all music they use in public performance is legally cleared and applicable fees have been paid. If you are unsure about a particular piece of music, take steps to be certain as to the legality of copying or purchasing the music. In order to create a permanent record and avoid any confusion in the future, documents relating to all music purchases should be retained. Listed below are several sources for determining copyright status and obtaining legal music:

***Sweet Adelines International Published Music*** Just as the music publisher acts as an agent for the copyright holder, Sweet Adelines International administers the rights for the songs it publishes. All song titles that appear on the international sales single-copy sheet music list, or that have been printed in *The Pitch Pipe*, are either copyrighted by Sweet Adelines International or used by permission. This music should not be photocopied; a copy for each singing member should be purchased.

***The Arranged Music List*** This list, available from the international sales department, contains songs submitted by individual arrangers. These arrangements have received the necessary clearance from copyright holder(s).

The men's organization maintains lists of their legal music similar to ours.

**Creative Commons** Creative Commons, an organization founded by a number of legal scholars, has developed a series of licenses that allows copyright holders to retain control over their works, but still make them available under terms more favorable than copyright allows. The copyright holder can choose to make the work available under a single license or a combination of licenses. For example, a copyright holder can permit use of the work only if it is used for noncommercial purposes and if the work is attributed to them, while retaining the right to make derivative works. Or they could make it available for derivative works, but require that the derivative works be made available under the same terms as the original.

Creative Commons has recently introduced a new sampling license under which artists are allowed to use portions of other artists' works in sampling. Various artists are expected to offer their work to be used for sampling through the Creative Commons website. More information about the Creative Commons license is available on their website at [www.creativecommons.org](http://www.creativecommons.org).

**Mutopia Project** Mutopia Project (<http://ibiblio.org/mutopia>) contains a collection of modern editions, arrangements and new music which is in the public domain. All of the musical works on the Mutopia Project may be freely downloaded, printed, copied, distributed, modified, performed or recorded.

**The Arranger** The arranger is your best source for information regarding any music not found on these lists. If an arranger cannot be identified or prefers not to seek clearance, you may contact the music services department for assistance.

**Other** The public library can be helpful in determining copyright holder. Many music stores have catalogs showing music titles, composers/arrangers, copyright dates and publishers.

### Copyright Exemptions

The rights of the copyright owners, the rights and obligations of performers, and the penalties for infringement can be found in the United States copyright law. An exemption to an exclusive right means that the user does not need permission from the copyright owner to use the work. Exemptions to copyrights in music and sound recordings apply to the public performance right. Certain performances like those that happen in the course of teaching in a classroom, instructional and religious broadcasts, and non-profit performances are exempted from the scope of the performance right.

"Fair use" is the right of the public to make reasonable use of copyrighted material in special circumstances without the copyright owner's permission. The United States Copyright Act recognizes that fair use of a copyrighted work by educational, religious, or nonprofit organizations such as ours "for purposes such as criticism, comment, news reporting, teaching, scholarship, or research", but there is no clear-cut-rule.

Factors to be considered include (1) the purpose and character of the use, including whether the use is for a commercial purpose or is for non-profit educational purposes; (2) what kind of work is the copyrighted work (for instance, is it creative or factual); (3) the amount and importance of the portion used in relation to the copyrighted work as a whole; and (4) the effect of the use upon the potential commercial market for or value of the copyrighted work. Fair use is determined on a case-by-case basis. An activity may qualify in one instance as fair use, while it would be an infringing activity in another context. Where there is doubt about whether something qualifies for the fair use exception, you should request a license from the copyright holder.

To illustrate a common sense approach to the application of these copyright exclusions, some permissible uses and prohibitions are listed below:

- You may photocopy a piece of music in an emergency, but you must replace it as soon as possible with a purchased copy. This exception includes any music added to notebooks for new members. Do not copy or retain copies without the inclusion of the copyright notice.
- You cannot copy any performable unit and assemble it in your own collection for the private use of your students. This is true regardless of the fact that you are not distributing the collection, but only using it privately for your students. Any copying of the performable works would constitute an infringement. Therefore, if you copied 20 separate works and assembled them in an instruction book for your students, you would have committed 20 different acts of copyright infringement.
- For music classes only, one copy per student may be made of small excerpts of a work, so long as the excerpt does not constitute a performable unit. For example, because a tag is a performable unit, it could not be copied in this instance.
- Minor re-voicing and similar adjustments to adapt the music for use by a particular group are permitted. Rewriting in a different style or altering the lyrics would require permission of the copyright holder, i.e., you cannot change the basic melody or the fundamental character of the song.
- A single recording of a chorus performance may be made for evaluation or rehearsal purposes. Additional copies of the recording require the compulsory mechanical license and royalty payment to the copyright holder. Refer to the Mechanical Licensing heading of this section for additional information.
- When Sweet Adelines International produces learning media, we, as producer, take responsibility for obtaining the mechanical licenses that cover the product. No one should make audio recordings of music for their own set of learning media, without the permission of the owner.
- Performance is one of the copyright owner's exclusive rights. However, performance of copyrighted material by instructors or pupils within a nonprofit educational institution as part of a classroom activity is permissible. A performance license is not required for chorus rehearsals or international and regional music schools.

- If directly related and of material assistance to the teaching content of a particular program, musical performances on video recordings or closed-circuit television are permissible. The viewing must occur in face-to-face situations in a classroom, or to a disabled student, within a nonprofit educational institution. The training of our approved candidate judges through the use of video recordings of competitions has proven to be one of our most effective educational tools.
- All copyrighted music used in public performance must be purchased. Part of the price goes to the copyright holder in the form of per-copy royalties. If and when the music is performed for a public audience, a performance license must be acquired. Refer to the Performance Licensing heading of this section for performance license application procedures.
- Just because you purchased content doesn't mean that you own the rights to upload it to YouTube. Even if you give the copyright owner credit, posting videos that include content you purchased may still violate copyright law.
- Additionally, just because you recorded something yourself does not always mean you own all rights to upload it to the Internet. If what you recorded includes someone else's copyrighted content, such as copyrighted music playing in the background, then you would still need to get permission from the appropriate rights owners.

Though the copyright law is very complicated, it can be simplified to two basic premises:

- Do not photocopy copyrighted music without the express permission of its owner.
- Obtain a performance license for shows given for the public. (Members in countries not covered by ASCAP, BMI or SESAC should check the performance license laws in their respective countries to ensure they are following the prescribed procedure for complying with the requirements of their countries.)

### ***Samples, Medleys and Parodies***

Music sampling is an example of a derivative use of older works. However, sampling is a controversial practice. While sampling very small portions of a composition has been held to be permissible, sampling of even small portions of sound recordings has not. However, the law in this area is far from settled. As such, before sampling you should obtain a license from the copyright holder or music publisher.

Medleys require licensing of each song part separately. You must contact and obtain permission from the copyright owner before proceeding. Medley arrangements cannot change the lyrics and/or the melody of the portion of the song that is used in the medley. The song title and copyright notice must be properly acknowledged in the medley arrangement.

A parody is the "use of some elements of a prior author's composition to create a new one that, at least in part, comments on that author's works." Any parody lyric or the revision of a lyric that changes the integrity of the work requires authorization from the copyright owner. Since permission for parody lyrics is rarely granted by the copyright owner, it would be necessary to rely on the fair-use defense to forestall any liability for copyright infringement. The law has continually struggled with parody cases when ascertaining whether a particular parody falls within the parameters of fair use or is instead copyright infringement. As such, before creating a parody, you should apply for a license from the copyright holder or music publisher.

You can edit or simplify purchased, printed copies, provided that the fundamental character of the work is not distorted or the lyrics, if any, are not altered or lyrics added if none exist. If you get a compulsory license for recording, you can make a musical arrangement of a work to the extent necessary for your ensemble (actually, "to conform it to the style or manner of interpretation of the performance involved"). This arrangement, however, cannot change the basic melody or fundamental character of the work. This privilege is not meant to extend to "serious" compositions. If you wish to arrange a copyrighted work that falls outside the exceptions noted above, you must obtain permission from the copyright owner.

Further reference material on the subject of copyright can be obtained from *Copyright: The Complete Guide For Music Educators* by Jay Althouse, available from Alfred Publishing Co., Inc.

## **MECHANICAL LICENSE**

An exclusive right afforded to copyright owners of musical works is the right to reproduce the work on paper or by making a mechanical recording. When making an audio recording, a mechanical royalty must be paid to the copyright owner. Under current U.S. copyright law, the rate is currently 9.1 cents per song per recording for songs five minutes or less, or 1.75 cents per minute or fraction thereof per song per recording for songs over five minutes. The compulsory mechanical royalty is due on all recordings made and distributed, even if the recording is not made "for profit."

A copyright owner cannot, after the first recording of a musical work, prohibit any subsequent recordings. Nevertheless, your first step should be to contact the copyright owner with a request for a license to record the work within 30 days of making the recording and before distributing it. If the work has never been recorded, the copyright owner does have the right to deny your request. Because music publishers are usually happy to have their works recorded, you most likely will be granted a license to record.

For commercial recordings, many publishers use the services of an agent who specializes in handling mechanical licenses. The most widely used agent is The Harry Fox Agency, Inc., 601 W. 26<sup>th</sup> Street, New York, NY 10001, (212) 370-5330, [www.harryfox.com](http://www.harryfox.com). If you are planning a recording project with several songs, one contact with The Harry Fox Agency may save you a lot of time. The Fox Agency may represent many of the publishers involved in your project and can issue licenses on their behalf.

When you contact an agent, be sure to correctly list the following:

- Song title
- Writer
- Publisher
- Playing time (minutes/seconds)
- Expected release date
- Artist (your chorus/quartet)
- CD title and quantity (if applicable)
- Interactive (on-demand) streaming and quantity (if applicable)

Contact The Harry Fox Agency, Inc. or visit their website for specific directions on how to submit a licensing request. If the owner's name and address cannot be found in copyright office records, the notice can be filed in the U.S. Copyright Office.



## **SYNCHRONIZATION LICENSING**

Synchronization licensing covers the use of recorded music when combined with any audio/visual media. In other words, video production requires its own separate license, which pays a royalty to the composer of the song for the right to use their song on your new video recording. Unlike the mechanical license for audio recordings, a synchronization license must be negotiated on an individual basis directly with the music publisher or copyright owner. The copyright holder may charge any rate they want and are not obligated to issue a license.

You should secure a synchronization license before you upload or publish a video of recorded music combined with any audio/visual media to the Internet. Even if you create the entire performance and recording yourself, you still need both the mechanical and synchronization license to legally publish the video on YouTube, Facebook or any other website, unless it falls within public domain, or if it was published under a Creative Commons license allowing for free re-use. Reputable websites will remove videos with unlicensed copyrighted material.

Printing and recording rights, especially for synchronization licensing, may be held by different owners. There is no easy way to determine the appropriate person to contact. If you are planning to negotiate for yourself, start with the publisher who holds the print rights.

Pursuit of synchronization license requires the following information:

- Production company or name of the company to whom the license is to be issued
- Title, composers (both lyrics and music) and publisher
- Name of the project, film or video
- Duration of use (minutes/seconds)
- Nature of the use such as background, parody, vocal, instrumental, foreground
- Geographic scope of use
- Term of license requested
- Commencement date
- Episode number, if applicable
- Retail price
- Program or scene distribution, i.e., how the song will be used
- Number of units

With very few exceptions, all videos require synchronization licensing. You are, however, allowed to make a master copy of an individual performance such as your regional contest. A separate license is required for each song on your project.

## **PERFORMANCE LICENSES**

The purpose of organizations such as ASCAP (American Society of Composers, Authors and Publishers), BMI (Broadcast Music, Inc.), SESAC (Society of European Songwriters, Artists and Composers, Inc.), and SOCAN (Society of Composers, Authors and Music Publishers of Canada) is to protect the rights of composers and authors, and to ensure that they receive fair compensation for the performance of their works. Organizations of this nature serve as clearinghouses through which users may obtain permission to perform music. The permission is granted in the form of a license.

Because the sale of printed music does not by itself provide a livelihood for most composers, they are largely dependent on fees received for public performances of their music. Unless paid for their work, composers have little time or incentive to compose, and the publication of music will be hindered. Because compositions are property and under the law a copyright owner has exclusive rights to their musical compositions, both a legal and a moral obligation exists to share the proceeds from musical performances with the people whose talents make the music available.

In Canada, the United States, and most other countries, copyright laws are very similar. Using clearinghouses simplifies the performers' task of obtaining the appropriate license.

Sweet Adelines International choruses and quartets should use the following methods to obtain a performance license.

### **ASCAP, BMI, and SESAC**

Agreements exist between ASCAP, BMI, SESAC, and Sweet Adelines International that allow international headquarters to serve as a clearinghouse for the collection of license fees and the distribution of license certificates to chapters. License application forms are available from international headquarters. (Instructions and a *sample* application can be found at the end of this section and on the Sweet Adelines website.) Upon receipt of the application form and fees, a license will be forwarded to the chapter by international headquarters.

The rate schedule on the license application form is valid only for musical events where the attraction consists solely of vocal groups performing under the Sweet Adelines International name and does not extend to any other musical performance.

### **SOCAN**

Public performance of music in Canada requires a license from SOCAN. Reporting requirements and payment of license fees to SOCAN will authorize the music user to publicly perform works from the world repertoire of copyrighted music.

# You're one of a kind.

## So is the copyrighted music you rely on.

Keep it legal. You want your students to value music. When you observe the copyright law you show them the way. The future of music is in your hands.

Here's how to keep it legal:

1. Know what you can do
2. Know what you can't do legally
3. Get permission to use other's property

***Did you know... Infringement of the copyright law can result in fines of up to \$30,000?***

### What You **Can** Do:

1. You may make emergency photocopies to replace missing parts for an imminent performance, provided you replace all copies with purchased music in due course.
2. You may edit or simplify music as long as the fundamental character of the work is not distorted. Note: You may not alter or add lyrics.
3. Teachers may make 1 copy per student of excerpts of musical works for academic purposes. Note: The excerpts cannot be used for performance. The excerpt cannot comprise more than 10% of the complete work or comprise a performable unit.
4. Teachers may make a single copy of a student performance to be used for evaluation or rehearsal purposes.
5. Teachers may make a single copy of a recording owned by the institution or teacher for creating aural exercises or examinations.

Note: This pertains only to the copyright of the music itself and not to any copyright which may exist in the sound recording.

### What You **Can't** Do:

1. Do not copy or download music to avoid purchase.
2. Do not keep photocopies in your library. Destroy any unauthorized photocopies immediately and replace them with legal editions.
3. Do not copy out-of-print works without permission of the publisher. Note: If it is vital you obtain music that is out-of-print, contact the publisher directly. They can confirm if the work is out of print and can sometimes arrange for you to obtain a legal copy.
4. Do not make arrangements of works without permission of the copyright owner.
5. Do not copy music for use in performance unless you replace it with a legal edition in due course.
6. Do not copy without including copyright notice.
7. Do not copy to create anthologies or compilations.
8. Do not reproduce material designed to be consumable such as workbooks, standardized tests and answer sheets.
9. You cannot use the excuse of not knowing the copyright owner for not following copyright law. Resources are readily available to help you do so.

*\* This guide is based on the U.S. copyright law of 1976. The links to various sites are offered as a search tool. The MPA assumes no liability for any errors or omissions in the information found at these organizations web sites.*

**YOU ARE GRANTED PERMISSION TO MAKE COPIES OF THIS PAGE TO SHARE WITH YOUR STAFF.**

Music Publishers' Association of the United States 243 5th Avenue, Suite 236, New York, NY 10016 • admin@mpa.org • www.mpa.org

### KEEP IT LEGAL.

Think of copyrighted music as a piece of property, and you'll be on the right track. When in doubt, ask the owner for permission. You may or may not receive permission, but when you use someone else's property, you must have their permission. This is true for musical works as much as for anything else you own. The music you use is created by composers, arrangers and publishers, and, to ensure future music is available, they must be compensated for it. The future of music is very much in your hands.

### Getting **Permission**:

The Music Publishers Association of the United States helps you find information on our website [mpa.org](http://mpa.org) so you can obtain permission from copyright owners.\*

1. If you have a copy of the music, look for the copyright holder or publisher's name, and use the "Copyright Search" link on [mpa.org](http://mpa.org) to access the Music Publisher Directory and index of Publishers' Imprints to find the publisher's contact information.
2. If you do not know or can't locate the publisher of the music, research further by accessing one of the three U.S. performing rights organization websites. Links to each are provided on [mpa.org](http://mpa.org) in the "Copyright Search" section.
  - a. [ascap.com/ace](http://ascap.com/ace) – ACE is the searchable database of the American Society of Composers, Authors and Publishers
  - b. [bmi.com](http://bmi.com) – Search by song name to access publisher information on songs licensed by BMI. Some additional non-BMI publishers will also be listed.
  - c. [sesac.com](http://sesac.com) – Access the "repertory" link to search titles for the SESAC. While the organization is called the Society of European Stage Authors & Composers, the organization now spans internationally and in all genres.
3. How to secure permission for sound recordings? If you copy and distribute recordings of songs which you did not write and are not in the public domain.
  - a. [harryfox.com](http://harryfox.com) – Use the Songfile search and the License Music link to obtain mechanical and other rights information.
4. Permission forms are available on many publishers' websites or use the forms provided at [mpa.org/copyright\\_resource\\_center/forms](http://mpa.org/copyright_resource_center/forms)
5. How do I know if a work is still protected by copyright, or if it is in the public domain?
  - a. Know the law: Works in the U.S. with a copyright date of 1922 or earlier are in the public domain. Works created after January 1, 1978 will be protected for the life of the composer (author) plus 70 years. Copyrights in effect on that date, if renewed, will continue for 75 years from the date copyright was originally secured. Those works in their initial 28-year period of copyright on January 1, 1978 can be renewed for an additional 47 years, while the copyright of works in their renewal term on that date were automatically extended for an additional 19 years.
  - b. Still not sure? Try the Library of Congress.
6. Visit [copyright.gov/records](http://copyright.gov/records) to search for copyrighted works.

For more information, see  
*The United States Copyright Law – A Practical Outline.*



## PERFORMANCE LICENSE INSTRUCTIONS

ASCAP, and BMI, represent the owners of virtually all copyrighted music in the U.S.A. (Countries other than the U.S.A. should check for local regulations as copyright laws vary from country to country and the methods of meeting requirements may vary also.) The purpose of these organizations is to protect the rights of composers and authors and to insure that they receive fair compensation for the performance of their works. Sweet Adelines International serves as the clearinghouse for the collection of license fees and issues the license certificates to the chapters. A performance license application form can be obtained from the Music Services Department, Sweet Adelines International, 9110 S Toledo Ave, Tulsa, Oklahoma 74137, by calling international headquarters at 1-800-992-7464, or by emailing [music@SweetAdelines.com](mailto:music@SweetAdelines.com).

### ASCAP/BMI

PLEASE SUBMIT YOUR REQUEST NO LATER THAN 10 DAYS FOLLOWING YOUR EVENT.

When applying for a license, submit the following information:

1. Chapter name, chapter number, region number
2. Region name (if this is a request for a regional event)
3. Date of performance (competition)
4. Name of facility
5. Location of facility (city and state)
6. ASCAP rate calculation based on seating capacity & gross revenue (minimum fee is \$25.00)
7. BMI rate based on seating capacity only (minimum \$20.00)
8. Enter total enclosed and member information for the person who is to receive the license

**Note: A separate license must be purchased for each performance, e.g., matinee and evening shows on the same day require two applications.**

### ASCAP RATE

Fill in the blanks and check the appropriate box for your event to calculate the ASCAP fee:

**\*\*Minimum fee is \$25.00**

Ticket Price \$ \_\_\_\_\_ times Tickets Sold \_\_\_\_\_ = Gross Revenue \$ \_\_\_\_\_

Seating capacity is **0 - 2,999** - Gross Revenue \$ \_\_\_\_\_ times **.0068** = Total ASCAP Fee \$ \_\_\_\_\_

**(\*\*or Minimum Fee of \$25.00)**

Seating capacity is **3,000 - 5,000** - Gross Revenue \$ \_\_\_\_\_ times **.0045** = Total ASCAP Fee \$ \_\_\_\_\_

**Free** admission event at a location with seating capacity of **5,500 or less** = Total ASCAP Fee is **\$25**

Example: Ticket Price \$ 10 times Tickets Sold 750 = Gross Revenue \$ 7,500

With seating capacity of 1,000 multiply times .0068 = Total ASCAP Fee \$ 51.00

With seating capacity of 3,000 multiply times .0045 = Total ASCAP Fee \$ 33.75

### BMI FEE (Based on seating capacity only.)

Seating Capacity	Rate
0 - 1,500	\$20
1,501 - 2,500	\$30
2,501 - 5,000	\$50
5,000 - 7,500	\$68

# REQUEST FOR ASCAP/BMI PERFORMANCE LICENSE

Please complete and mail this form along with your payment (make check payable to Sweet Adelines International) **no later than 10 days following your event** to: Sweet Adelines International, Music Services Department, 9110 S. Toledo Ave, Tulsa, Oklahoma 74137. If you have any questions, call International Headquarters at 1-800-992-7464.

**Alternately, the form can be faxed to 918-388-8083, or emailed to music@sweetadelines.com.**

**\*NOTE:** If you are having more than one performance (show), complete a request form for each. An ASCAP/BMI license will be issued for each performance. Fees are based on the actual seating capacity of the concert hall and the total gross revenue. Gross revenue means all money received from the sale of tickets for each performance. The Finance Department can provide the rate schedule for seating capacity over 5,000 upon request.

Chapter Name \_\_\_\_\_ Chapter # \_\_\_\_\_ Region # \_\_\_\_\_

Region Name (if this is a request for a regional event) \_\_\_\_\_

Date of Performance (\*see note above) \_\_\_\_\_

Name of Facility \_\_\_\_\_

Location of Facility (city and state) \_\_\_\_\_

### ASCAP RATE

**Fill in the blanks and check the appropriate box for your event to calculate the ASCAP fee: *\*\*Minimum fee is \$25.00***

Ticket Price \$ \_\_\_\_\_ times Tickets Sold \_\_\_\_\_ = Gross Revenue \$ \_\_\_\_\_

- Seating capacity is **0 - 2,999** - Gross Revenue \$ \_\_\_\_\_ times **.0068** = Total ASCAP Fee \$ \_\_\_\_\_  
*(\*\*or Minimum Fee of \$25.00)*
- Seating capacity is **3,000 - 5,000** - Gross Revenue \$ \_\_\_\_\_ times **.0045** = Total ASCAP Fee \$ \_\_\_\_\_
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Example: Ticket Price \$ 10 times Tickets Sold 750 = Gross Revenue \$ 7,500  
 With seating capacity of 1,000 multiply times .0068 = Total ASCAP Fee \$ 51.00  
 With seating capacity of 3,000 multiply times .0045 = Total ASCAP Fee \$ 33.75

*BMI FEE BASED ON SEATING CAPACITY ONLY*	
SEATING CAPACITY	BMI RATE
0 – 1,500	\$20.00
1,500 – 2,500	\$30.00
2,501 – 5,000	\$50.00
5,001 – 7,500	\$68.00

ASCAP fee submitted \$ \_\_\_\_\_  
(Minimum ASCAP fee is \$25.00)

BMI fee submitted \$ \_\_\_\_\_  
(see chart left)

Total Enclosed \$ \_\_\_\_\_

License will be emailed to the person listed below:

Name \_\_\_\_\_

Member # \_\_\_\_\_

Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_

Email \_\_\_\_\_  
(Required to receive licenses)

Please complete the following if using a credit card:

Visa     
  MasterCard     
  Discover

CARD NUMBER: \_\_\_\_\_

EXPIRATION DATE: Month \_\_\_\_\_ Year \_\_\_\_\_

CVV: \_\_\_\_\_ Zip: \_\_\_\_\_

\_\_\_\_\_  
Card owner's signature – **must be signed**

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