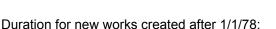
02 THE FOUR ROLES

Songwriter

§106 Exclusive rights in copyrighted works under Form PA (C)

- (1) To reproduce the work
- (2) To prepare derivative works
- (3) To distribute & sell copies
- (4) To perform publicly
- (5) To display publicly
- (6) Digital Audio Transmission (for P only)



Protection lasts for the life of author + 70 years Copyright begins when work is "fixed" by author Only author or those claiming rights through author can claim ©

"Work-for-Hire" Employer owns © if:

- Work was created by an employee within scope of employment
- or Work was commissioned by written contract prior to creation

Transfer:

All © transfers must be in writing, signed by author or owner of rights After 35 years, author (or widow & heirs) can terminate assignment of © to others

Registration of Copyright:

Creates a public record prior to infringement suit Prima Facie evidence in court If registered w/in 3 months after publication, or before infringement, author can sue for damages + attorney fees Mechanism to receive compulsory license royalties



Music Publisher

Standard Publishing Agreement:

Songwriter transfers © to Publisher in exchange for the Publisher's promise to pay a portion of income to the writer.

Publisher protects the work:

Holds the PA $\ensuremath{\mathbb{C}}$ §106 rights by assignment from the songwriter

Sues infringers

Exploits the right to perform and make copies of the song

Authorizes derivatives, translations & arrangements

Income:

Radio, TV, concert, & night club performances ASCAP, BMI, SESAC (songwriters paid directly) §115 Mechanical license fees 9.1¢ per copy of the composition or 1.75¢ per minute (whichever is greater) Synchronization licenses for movies & TV programs Advertising and parody uses of the composition Sales of sheet music copies

Foreign Publishing:

Publishers may license sub-publishers to administer and collect royalties earned by the composition in foreign territories

Co-Publishing:

2 or more publishing companies (one of which is owned by a composer) share in the copyright to the work and the composer gets a larger percentage of the income

Publishing deal:	Co-Publishing deal:
Composer 50¢	Composer 50¢
Publisher 50¢ (100% of $^{\circ}$)	Composer's Publishing Company 25¢ (owns ½ of ©)
	Publisher 25¢ (owns ½ of $©$)

Recording Artist

Artists sell their recorded performance to Label for a percentage of record sales

Income from Recording Contract:

Record Label advances (pre-paid royalties recouped against sales) Percentage of album sales after recoupment

Expenses in Recording Contract:

Repay Label's advance from record royalties Repay recoupable expenses from record royalties

Other Income:

Personal appearances Merchandising Controlled Composition royalties if Artist is also the Songwriter

Other Expenses:

Cost of touring Fees to Management Fees to Booking Agents

MANAGER

advises Artist on career development

BOOKING AGENT

obtains dates for live performances

MERCHANDISING COMPANY

exploits the Artist's name & likeness on T-shirts etc.

PRODUCER

oversees the recording process at the studio

Record Label

Creates & sells sound recordings of performances by Artist

Owns "Work-for-Hire" sound recording copyright Form SR (P)

for 95 years from publication or 120 years from creation (whichever is shorter)

Presses CDs Distributes & sells phonorecords in all formats Re-mixes the sound recording Licenses master tapes to TV & movie producers

3 Sources of Income: Album sales & digital downloads Master Use licenses compilations sync licenses for TV, movies, advertising Digital Audio Transmission §106.6

Expenses:

Recoupable from Artist's percentage of record sales Advances (pre-paid royalties) to Artist Recording costs, equipment rental, tape Studio & musicians engineering & mixing Album artwork Independent promotion if allowed by contract Non Recoupable (paid by Label) Pressing, warehouse & distribution costs §115 Mechanical royalties paid to publishers Independent promotion if not allowed by contract Office expenses & salaries