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GALA CHORUSES COPYRIGHT GUIDE

Complying with copyright laws has never been easier or more straightforward than it is today. Almost all publishers are familiar with GALA Choruses and how their music is used, and the music publishing community exists to encourage the licensed use of their music. From the standpoint of music publishers, music directors, arrangers and choreographers have a wide variety of material to choose from.

Licensing Made Simple

Music directors, arrangers, and choreographers should have a working knowledge of custom arrangement licenses, mechanical licenses, synchronization licenses, performance rights organizations, and grand rights. In general, these five license types are the only ones that will be germane to GALA Choruses.

Custom Arrangement Licensing

Custom arrangement licenses are needed whenever an arrangement is being created for music that differs from what has been published. Another way of saying this is that whenever music is altered from its original form it becomes a derivative work. If a group is using an arranger to create sheet music or is using a work that was modified from the original music created by the original publication, whether in paper or digital form, that group will need a custom arrangement license.

For example, the song *Yesterday*, written by Paul McCartney and John Lennon, was originally written for guitar and vocals. If one wants to make an arrangement of this work for a GALA Chorus, and do it for SSAA, TTBB, or SATB or any other voicing or instrumentation, one must add in the various voices needed for the Chorus and possibly add in instrumentation, create separate parts for those various voices and instruments for duplication or distribution to the particular chorus (writing the music out on a whiteboard, projecting the music onto a screen, emailing the music to the director or chorus members, etc. are examples of duplication and dissemination). Therefore, a custom arrangement license is needed and the permission of the publisher or rights' holder is required to make this derivative work. A good rule of thumb is that the publishers typically charge between \$150.00 and \$380.00 per arrangement license per song.



It is also true that if one is taking stock sheet music and combining it into a medley, by cutting and pasting or re-typing the music into a notation program, one must obtain a custom arrangement license. There are many writer restrictions involving writers who do not want their works combined with other writer's works and those restrictions must be observed, permission licenses must be obtained, and disregarding the restriction will cause the license to be voided.

If one is re-voicing an arrangement, simply moving it from SSAA to TTBB, one must obtain a custom arrangement license. It may often be the case that the songwriter had a specific gender in mind when the song was created. Therefore, changing the voicing from a soprano to a bass might not be in keeping with the writer's wishes and the writer must give their consent. This is particularly true with works that were originally written as part of a dramatic presentation, like musical theater.

Lyric changes, or using pieces of stock sheet music that are combined (cut and pasted into another arrangement and then photocopied, printed, displayed, emailed or otherwise distributed), or using any section of recognizable music (no matter how small and regardless of the time duration or number of measures sampled) will require a custom arrangement license. There is an urban myth that if one is only using two measures, or twenty seconds, or less than twenty seconds, then one does not need an arrangement license. This is strictly urban myth, and any part of song that is a recognizable part of a copyrighted composition, must be licensed if it is part of a custom arrangement.

Rights of the Arrangers and Rights of The Chorus

It is and has always been the case that the original creator of music requires, as a condition of an arranger or ensemble receiving a valid license to make an arrangement, that the arranger signs a work for hire agreement and agrees that the arranger has no rights in the finished arrangement. The music rights holders do this to maintain control over their original content and how others use it. This means that the finished arrangement will be the sole and exclusive property of the rights holder, or publisher in the United States. The arranger will have no right to collect any additional money from the use of the arrangement outside of the particular license and work for hire agreement. Please keep in mind the following:

It is a violation of the copyright laws of the United States for:

- 1) A chorus to disseminate or loan the arrangements out to another chorus for any purpose whatsoever (including perusal copies) without the consent of the rights holder or publisher.
- 2) An arranger to resell a custom arrangement without obtaining the permission of the rights holder.

Lastly, obtaining a custom arrangement license for stock sheet music does not give the ensemble the right to perform the music in public. It only gives the ensemble the right to use the custom arrangement for its own personal use or enjoyment, and that does not include a performing license for performing the music at a concert or in public. The right to perform the music in



public must come from the rights holder or the performance rights organization that issues those licenses.

Performance Rights Organizations

ASCAP, BMI, and SESAC are performance rights organizations (“PROs”) that collect money to pay the publishers and rights holders for the privilege or license to perform their musical compositions in public. ASCAP, BMI, and SESAC collect most performance royalties, and an ensemble must have a license from each organization to be in compliance, if it is performing music that they represent. Most music compositions have more than one publisher, and most publishers have relationships with ASCAP, BMI, or SESAC. So, if an ensemble is performing song “A” and song “A” has two writers and two publishers, it is possible that ASCAP and BMI collect performance royalties for the portion of ownership of song “A” that they manage. It is not enough to have a license from ASCAP and ignore the other agencies, the ensemble must have performance licenses from all relevant Performance Rights Organizations.

Many colleges and venues have blanket licenses with ASCAP, BMI, and SESAC that cover their facilities against infringement lawsuits for what occurs in those facilities. However, the definition of what is covered will involve who is the promoter of the concert. So, if an ensemble is renting a facility from a university and the university is the promoter of the concert, meaning that the University collects the money and the ensemble is paid for their performance, the performance rights are obtained by the university. If an ensemble is renting a facility from a university, and the ensemble is collecting all the money and simply paying the university for the use of the facility, the ensemble bears the burden of contacting and paying the appropriate PROs for the performance rights for the music performed in the concert.

Grand Rights

Grand Rights is a legal and business term, which refers to the permissions necessary to stage an opera, play with music, or a musical theater work. Performance rights organizations such as BMI and ASCAP do not license grand rights in the United States. Grand rights must be negotiated between the producer of a production and the publishers and owners of the copyright of the work. Typically a royalty will be paid to the publishers and owners of a work in exchange for the permission and right to stage the work.

Generally speaking, if an ensemble wants to perform the music from a musical, there could be grand rights involved, whether the ensemble is staging the performance or even just singing the music. It is the prerogative of the rights holders to charge or not charge for a grand right. Grand rights are very nuanced rights, and there is no line in the sand, so it is always best to inquire as to whether there are grand rights involved in what the ensemble is planning to perform.

Here is an example of where Grand Rights come into play. A Men’s Chorus wants to perform the musical “Hairspray”. Therefore, the rights holder, MTI, must be contacted to obtain a license for the grand rights to perform the play. Also, the sheet music must be moved from SATB to TTBB, so custom arrangement licenses must be obtained from the music publisher who owns



those print rights, which in this case is Hal Leonard who issues those custom arrangement licenses through Tresóna.

Here is another example of where Grand Rights come into play. A Men's Chorus wants to perform one song from the Musical, directly from the songbook published by Alfred. The Chorus intends to act out the scene, exactly how the scene was performed on Broadway. The chorus has purchased 65 songbooks from Alfred, one to cover every member of the chorus. The Chorus must still obtain the Grand Right from the rights holder for permission to perform the song because the sheet music obtained in the songbook is for the personal enjoyment and personal use of the person buying the songbook.

In both examples above, ASCAP, BMI, or SESAC cannot issue the Grand Rights and the rights holder must be contacted.

As a final example of the need to obtain Grand Rights, suppose a chorus simply wants to sing a song from a musical from the risers, without costuming or choreography. The chorus checks with ASCAP and sees that ASCAP collects fees for public performance for the song and the chorus obtains stock sheet music for their needs. In this case, Grand Rights would not be required because the rights holder is allowing ASCAP to collect for the non-dramatic performance of the music.

Synch Licensing

Whenever one is going to synchronize music with a moving image (as in a performance video, a music video, a slide show with music playing in the background, or a movie that includes music) and one is going to make duplications of the resultant video or movie, one must acquire a synchronization license from the publisher or rights holder of the music composition(s) used to make those duplications.

A copy or duplication is defined as any tangible copy, without regard to the fleeting nature of its tangibility. It is important to remember that in this digital age, a copy does not have to be a DVD or a file on a CD. It could be a file that is emailed to a friend, it could be a video file that is shown in a school auditorium, or it could simply be a file uploaded onto a web site or social media site like YouTube or Facebook. All of these would qualify as duplications as defined in US Code Title 17 of the Copyright Act. It is very important to remember that we are talking about "copyright", not "sales-right". In general, copyright law is not concerned with whether the duplications were given away or shown for free or for monetary gain. The issues surrounding the duplication and the motivation for the duplication may or may not come into play when calculating damages in a copyright infringement law suit, but someone who makes a video recording of a GALA Chorus performance and makes 40 copies of the performance to give to members of the GALA Chorus would be infringing on the copyrights for the music contained in the video recording if this was done without the permission of the music copyright rights holders.



Mechanical Licensing

When one is making a sound recording for the purpose of making duplications or copies of that recording (just the audio without any video associated with the copies), one must obtain mechanical licenses from the rights holders. The great news is that a mechanical license is very inexpensive, less than \$0.10 per duplicated recording if the musical composition is under 5 minutes, and, for the most part, it is compulsory. This means that by law, if a musical composition has been recorded previously and duplicated for commercial distribution, the rights holder or publisher of the composition must grant the mechanical license to anyone else who asks for it. The only exception to this rule is if the musical composition was created as part of a dramatic work, then it is exempt from the laws governing mechanical license and the rights holder must be contacted for the permission. By short example, the statutory mechanical license laws would govern making a cover album of the music of Coldplay, while the statutory mechanical license laws would not govern making a cover album of music from the *Sound of Music*.

How Does One Obtain The Licenses That Are Needed To Be In Compliance?

Obtaining Custom Arrangement Licenses: www.tresonamusic.com

For Custom Arrangement Licensing, Tresóna exclusively represents the catalogs of:

Acuff-Rose Music Publishing (Milene)	Sapphire, BMG Gold, BMG Platinum)	Virgin, Combine) Entertainment Co.
Alice In Chains	Boublil, Alain (Les Miserables, Miss Saigon,	Evergreen
Apple, Fiona	Martin Guerre)	Fain, Sammy
Arc Music Group (Conrad, Jewel, Regent, Sunflower)	Bourne	Famous (Ensign, Paramount, Bruin, Addax)
Arlen, Harold (S.A. Music)	BUG Music	Guaraldi, Vince
Autry, Gene Music Group (Golden West Melodies, Ridgeway, Western, Melody Ranch)	Carlin America Inc. (Bienstock, Times Square, Hudson Bay, E.B. Marks)	(Mendelson, songs from "Peanuts")
Bacharach, Burt (New Hidden Valley)	Cash, Johnny	Harrison, George (Harrisongs)
Beatles, The (ATV)	Chrysalis Music	Hendrix, Jimi (Experience Hendrix)
Bee Gees (Gibb Brothers)	Concord (Prestige, Orpheum, Jondora)	HoriPro Entertainment (Sixteen Stars, Dixie Stars, Vector Music)
Berlin, Irving	David, Hal (Casa David)	Integrity Music
BMG	Doors, The	Jobete Music (Motown)
BMG (Careers, MGB Songs)	Eastman (Cherio, Warock, Rytvoc, Pic, Llee)	Johnson, Eric (Amerita)
BMG Rights Management (BMG Ruby, BMG	Emerald Forest	Kenny G
	EMI (April, Blackwood, Screen-Gems, Colgems,	Knopfler, Mark



(Straitjacket, Chariscourt)	Adria K)	Universal Music
Kobalt Music	Phish (Who Is She? Music)	Corporation
Leiber & Stoller Music	Presley, Elvis (Elvis	Universal Music Group
Mancini, Henry	Presley Music, Gladys	(MCA, Polygram)
(Northridge)	Music)	Vai, Steve (Sy Vy Music)
Marley, Bob	Primary Wave	Vaughan, Stevie Ray (Ray
McDonald, Michael	Red Hot Chili Peppers	Vaughan Music, Stevie
(Tauripin Tunes,	(Moebetoblame)	Ray Songs)
Genevieve Music)	Rondor Music Publishing	Village People, The (Can't
Miller, Steve (Sailor	(Almo, Irving)	Stop Music)
Music)	Seger, Bob (Gear	Walt Disney Music
MJQ	Publishing Co.)	Webber, Andrew Lloyd
Monk, Thelonious	Shapiro, Bernstein & Co.	(Really Useful Group)
(Thelonious Music Corp.)	(Skidmore, Mood,	Weezer (E.O. Smith
MPL Communications	Scarsdale, Painted Desert)	Music)
(E.H. Morris, Frank Music	Shawnee Press	Wicked - the musical
Corp., Meredith Willson,	Sondheim, Stephen	(Greydog Music)
Morley Music, Harwin	(Rilting)	Williams, Jr., Hank
Music)	Sony/ATV Music	(Bocephus Music)
Music & Media	Publishing (Tree, Cross	Williamson Music
International (Lehsem)	Keys, Sony Tunes, Sony	(Rodgers & Hammerstein)
Offspring (Gamete,	Songs)	Willis Music
Underachiever)	Songs Music Publishing	Windswept
Pastorius, Jaco (Pastorius,	Stage Three	Wonder, Stevie (Black
Haapala, Mowgli)	Sting, Police (Regatta	Bull)
Peermusic (Peer	Music)	Zomba (Universal Music –
International, Southern,	Strouse, Charles	Z songs, Universal Music -
PSO Limited)	Unison Music (The	Z Tunes)
Petty, Tom (Gone Gator,	Addams Family Theme)	

Tresóna also licenses the catalogues of Alfred, Music Sales, Boosey and Hawkes, and Imagem on a non-exclusive basis. Almost all publishers license with Tresóna. All publishers who have non-exclusive agreements with Tresóna also issue licenses through their own licensing departments.

IF MUSIC THAT IS REPRESENTED BY TRESÓNA IS USED IN A MEDLEY, TRESÓNA MUST ISSUE THE LICENSES FOR EVERYTHING IN THE MEDLEY DUE TO MFN AND WRITER RESTRICTIONS THAT TRESÓNA HAS WITH THE PUBLISHERS IT REPRESENTS.

Obtaining Licensing from Performance Rights Organizations

ASCAP, BMI, and SESAC have terrific websites and terrific staff that can shepherd an ensemble through the process of obtaining Performance Rights licenses. Their websites are as follows:

ASCAP: www.ascap.com

BMI: www.bmi.com

SESAC: www.sesac.com

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Grand Rights Organizations

Grand Rights must be obtained from the rights holders of the musical. MTI and Imagem (Rogers and Hammerstein Foundation, Boosey and Hawkes, etc.) are the two largest organizations that grant grand rights for musical theater by virtue of their publishing strength, and the law firm of Sendroff and Baruch in New York also controls a tremendous number of grand rights for musicals.

Obtaining Synchronization Licenses

All publishers have synchronization licensing departments, and there are also services like Tresóna who process micro licenses (synch licenses for home use recordings of ensemble based performances) for many of the publishers who are not staffed to process thousands of small dollar requests.

Obtaining Mechanical Licenses

The Harry Fox Agency specializes in the issuance of mechanical licenses and its interface, called Songfile, is very simple to use. All major publishers work with the Harry Fox Agency, which is owned by the National Music Publishers Association, and The Harry Fox Agency has reciprocal agreements with many of the largest collection organizations in the world.

Tresóna also issues mechanical licenses directly through HFA and publisher direct for all of the music it distributes.