

ALL ABOUT MUSIC PUBLISHING

In the real music business, songwriters write songs - words and music. The songwriters present their song to a music publisher, who then seeks out a record label, one of whose acts might record the songs. If they do, the label pays the publisher a percentage. The publisher pays the writer a percentage. And the writer is happy.

The publisher places the song with a record label or performer. They record it and the money starts coming in. *Money from record sales goes directly to the publisher, who pays this on to the songwriter. Money from radio and television plays are collected by the royalty organisations who pay the songwriter directly.*

What do publishers do? Publishers are your promotional vehicle for songs and instrumental themes if you are not retaining and exploiting your own copyrights. In some instances they will nurture and develop singer-songwriter-artistes to help them gain a record deal. They promote and exploit songs and instrumental themes which are signed to them under an assignment of rights publishing contract.

Publishers also register the copyrights as assigned to their catalogues with the relevant royalty collection organisations in the countries in which they operate. Music publishers take a percentage of the money/royalties that may be earned and these percentages are set out in the terms and conditions of the publishing contract entered into with the songwriter/composer. Publishers also print sheet music.

Publishers collect and distribute money by way of royalties on behalf of and to the writer as received from the various organisations within the music industry, such as the Performing Right Society (PRS) and the Mechanical Copyright Protection Society (MCPS), which are the UK organisations.

Songwriters and composers can, of course, elect not use a music publisher as the middle person for the promotion of their songs, but someone has to be identified as the publisher/copyright owner of the song especially if it becomes successful, as credits on commercial record/video releases need to be identified even if the rights are solely retained and controlled by the writer.

If you have a song which has been taken up by a record company or artiste, then it may be advisable for you as the songwriter to retain the publishing rights by forming a publishing facility. If you create your own music publishing company, you'll get 100% of any songwriting revenues. If you sell your song to an existing music publisher, you'll probably earn 60-75 percent of the revenues.

On that basis, many songwriters turn down potential publishing deals, thinking they'd rather hold out for the whole enchilada. But, as songwriter Billy Preston wrote, "Nothing from nothing is nothing." So don't be afraid to sign off on a copyright if you're dealing with a reputable music publisher and if a seasoned music business attorney has examined the deal. An established publisher may be best positioned to place your songs in movies or advertisements, or to otherwise promote it, so that you come out financially well ahead.

If you are offered a contract by a music publisher, obviously they like your song and are reasonably confident that they can secure a recording or exploitation. Publishers' contracts will state a split percentage deal but you are advised not to accept less than 50% on your behalf. Terms are negotiable, i.e. 60/40, 70/30 in your favour.

A very important point to remember is that outside Ireland/Britain your publisher has to involve a second publisher to look after your song on his behalf, in the country in which the record is being sold. This second company, called the 'sub-publisher', may be an overseas branch of your British publisher, or it may be a separate company to which your song has been licensed for several years. Either way, the sub-publisher takes a percentage of the song's earnings from that country (usually at least 15 per cent), and returns the rest to your UK publisher. It's this net amount which is eventually split between you and your publisher back home.

Where can I get up-to-date lists of publishers, labels and artists? Some libraries stock trade directories - many don't. In the USA, we particularly like Billboard Buyer's Guide (a very comprehensive listing of US labels and publishers, plus a less detailed but equally accurate listing for most overseas territories). They also publish the Billboard International Talent And Touring Directory, which lists management contacts for a myriad of acts, although these are mainly American acts. The ISA publishes a new list every few months. The magazines "Music Week" and "Billboard" publish yearbooks, which also list the major publishers, while in the UK, the Music Publishers Association publishes a list of its members.

[ISA] What exactly is the role of the music publisher nowadays? In the early days of popular music before records and tapes brought the songwriter's work into millions of homes, the writer depended on royalties from the sales of sheet music, which was "published" (i.e. printed and put on sale) by the Music Publisher. With the advent of recordings, sales of sheet music declined, and the Music Publisher, in order to compensate himself for the loss in revenue, negotiated a royalty from the song. Performances on radio and TV led to further "royalties", all of which were collected by the publisher, who in turn split all this new income with his writers. Indeed, nowadays, many publishers see themselves more in the role of a songwriter's agent, promoting his work to singers and record labels, and collecting revenue on his behalf from all sources.

Of course, publishers still "publish" sheet music but basically the job of the publisher nowadays is to evaluate what he receives from the writer, place it for recording, and then collect and distribute the moneys due, in conjunction with such agencies as the PRS, BMI, ASCAP and SESAC. Many pundits see the role of the publisher diminishing greatly in the years to come which could in our opinion be a pity for the new songwriter, as the publisher is closer to the songwriter in his aims and intentions than is the record company. A good publisher can truly be said to be "the songwriter's friend".

Songwriters often ask if it is possible to circumvent the music publisher, and deal directly with the record company. It is possible, but naturally a recorded song still has to be "published", as it were, and *unless the writer has something going for him, it will be difficult for him in the early stages to keep the publishing for himself.* However, where he has in fact promoted the song and obtained a recording on it

without being asked for the publishing, he should try and keep it, or at least keep part of it.

[ISA]Some songwriters have their own publishing companies. Can I set up my own, and if so, how do I go about it? You can certainly set up your own company, and we have helped subscribers to establish their own publishing firms. The procedure is quite simple, and we will be happy to send you a leaflet on the subject.

Is there any case where a genuine publisher, or a genuine record company, would require a lyric writer or songwriter, to pay any fee, part with any money, or share in any expense whatsoever? Absolutely not.

Before signing with any publisher, try and speak with somebody who has dealt with that publisher, and ask him about his own experiences. If you cannot locate a writer who has dealt with that publisher, try us (the ISA).

If you are self-employed, or if you have a friend in your firm's accounts department, you can have a credit check run on the music publisher by one of the many trade protection societies. Alternatively, a word with your friendly neighbourhood bank manager will elicit the information required. Obviously, if you discover that the publisher is having trouble paying his own bills, you will certainly have to think twice about handing over your songs. But make sure that he does know something about the music publishing business.

After a few meetings, you will have some ideas yourself about the efficiency and expertise of your chosen publisher. If you are not impressed by what you see, but are still tempted to sign, remember that ignorant publishers will give you bad advice, fail to promote your songs effectively or at all, and in some cases, may not adequately protect your rights (or indeed even their own) in subsequent negotiations. Luckily, most ignorant publishers fail after the first year or two, but a few seem to lead a charmed life - so beware!

- ❑ Very few songwriters today would sign a contract without having it first vetted by a good music business lawyer.
- ❑ In most cases, the writer could have saved himself a lot of heartache by asking a number of basic questions - the sort of questions you might ask somebody who was offering to sell something on your behalf, collect the money, and send it on to you later on, after deducting their own cut -which after all is basically what publishing is all about.

You should want to be handled by a successful publisher. The less successful publisher has fewer contacts, and so fewer outlets for songs signed, plus less money for demos and promotion (not to mention advances!), and frequently, though not always, less experience. Accordingly, I think you are better off with publishers who have had at least one British or American Top 40 hit in the last twelve months. If your publisher has been unable to get a hit for himself in the last twelve months, why should his track record now suddenly improve just because you are giving him your songs? Moreover, an unsuccessful music publisher is probably not as financially sound as you would like him to be and as the publisher will be receiving your

royalties, and putting them in his bank account before (hopefully) sending them on to you, you must be fairly happy about his financial position.

If the publisher I have chosen likes my song, what next? The publisher may, if he likes the song enough, offer you a contract for that song. Sometimes, if he likes your style, but not particularly the song you have sent, he may ask you to send him further work so that he can judge your potential. If, however, he issues you with a contract, he will be of the opinion that he can get a recording on your song - that is to say, that he can persuade some singer to record your tune as his next single or perhaps as a track on his next album. This is why you are sent a contract - the publisher will want to have you signed to him prior to looking for a recording on your song: otherwise, you might sign with another publishing firm having got him to get a recording on your song, and so another publisher would reap the reward of his activity!

SIGNING WITH A PUBLISHER

You get a publisher who offers you a contract. Your first worry will be - what should I be looking for? Well, you yourself should not look for anything in a contract, because under no condition should you examine a contract on your own. A contract is a binding legal document, and once signed, it is very difficult to break it, so take care - and have it checked.

Publishers do not get annoyed if you ask for time to have the contract checked. Some publishers, in fact, insist that you take the contract away and take legal advice on it before signing it. In recent times, I've even seen contracts which actually have a clause written into them saying that you confirm that you have taken legal advice before signing. Songwriters sometimes think that publishers will give them just one hour to read over and sign the contract, but that's rubbish. Songwriters who believe this often have no idea how long it's going to take for their song to get put on disc, but take it from me, it'll probably take months, so you're not doing any damage or any harm by holding onto the contract for one or two weeks.

If the songs are really good and the publisher's really interested, he will sign them no matter how long you take to examine the contract. There are no time limits in songwriting. You can get your contracts checked through a lawyer, but it's very important that you get a lawyer who knows something about the music business. Any lawyer can look at a contract, and any lawyer can tell you if the contract is watertight, and you can take it from me that most of them will be anyway. But what you need is a lawyer or a solicitor who knows what the normal percentages on offer in the business are. You're better off to get a music business lawyer, a lawyer who's familiar with music business contracts, but not a lawyer recommended by the music publishing company.

Incidentally, my advice is to use your own people in all areas; use your own accountant, your own lawyer, and your own agent. Another tip I would give is to beware of any company that seems to be very critical of your advisers. That's a bad sign, because normally people in the same industry don't criticise each other openly, and if they start criticising one of your advisers, it may very well be that they are afraid of this particular person; perhaps this particular lawyer or accountant has caught them out before.

In the contract, look for the following points. Somewhere in the contract there should be an advance payment, no matter how nominal, because that is the whole principle of the thing. The publisher is going to be paying you; you're not going to be paying him, and in return for this payment, which might be 5c or €5 or €500, you will be giving the publisher the rights to promote your songs for a fixed period of time, after which you get them back.

Which brings me neatly enough to the second thing that there ought to be in your contract - namely a **short reversionary clause** of some type or other. By a reversionary clause, I mean a clause which gives the song back to you after a certain period of time has elapsed. Ideally, there should be two reversionary clauses in the contract. There should be a reversionary clause which will give you back the material if the publisher is unable to place it. This could be so many months or years, but certainly it should be no more than two years.

You can suggest to your publisher that he should make it one year, and he'll probably laugh at you, but a lot of professional songwriters wouldn't even give him one year; they'd give him perhaps a one-month option on the song before they took it elsewhere. Now the chances are that you are not a professional songwriter, but I've seen contracts drawn up even for newcomers where the reversionary clause came into effect after only six months.

Then there is a reversionary clause which comes into effect even if the song has been published and recorded. In other words, a reversionary clause which stipulates that the publisher should give you back the rights to your song after a certain number of years, even if he's been successful with it. Now you can argue the number of years with him; some writers will insist on ten years or fifteen, and all that is a matter for bargaining, but again the principle should be insisted upon.

How about the percentages? Well the worst possible contract a newcomer would get would show one percentage of 10% and a whole load of 50%. If you see any figures lower than 10 and 50, there's something seriously wrong. But these are minimal figures which I use as a guideline.

The lower figure (the 10%) usually applies to all sheet music sales, and the higher figure (the 50% or upwards) usually applies to everything else - in other words, all performance royalties, mechanical royalties, recording royalties or any other royalty which comes in.

The figure which I referred to as the ten percent figure applies normally to sheet music sales. Now if you don't find any reference to sheet music royalties, and you query this, the publisher may well say that there's nothing in the contract about sheet music sales because nowadays nobody buys sheet music. This is spurious, and you should demand a percentage of all sheet music sales.

The sheet music sales on any best-seller can be very substantial, particularly on tuneful, melodic, middle-of-the-road type songs. Now your publisher is telling the truth if he says that sheet music doesn't sell as well as it used to, but what still sells

quite well is the compilation album of sheet music. These still sell and at very high prices: indeed you often see these in shops at £6, £7, even £10 each. You know the sort of thing I am referring to - books like "The Elvis Presley Song Book". You must get paid on these lines, because such books can sell two hundred and three hundred thousand copies each, and if they are selling at £10, and you're not getting your cut, that's a hell of a lot of money to be missing out on.

The 50% or higher royalty figure refers usually to all other income, from whatever source, including performance and mechanical royalties. Most songwriters know that if a record sells, they get paid for every copy sold over the counter. Such royalties are usually referred to as mechanicals. Many writers know as well that most of their money comes not from these royalties but from performance royalties - in other words, royalties paid each time your song is performed.

Payments in this area can range from perhaps just a pound or two if it's a local English station at 7 a.m. in the morning, to hundreds of pounds if your song's played on peak time television. And if you're ever lucky enough to have your song chosen as a signature tune for a popular television show, well then the sky's the limit. So make sure that this percentage is as high as you can get. I myself would never accept anything under 60% in this area, and I'd be trying for 70% or 75%.

Then there are the mechanicals. If a record is sold over the counter, so much of the money paid by the record buyer goes back to the record company. The record company then pays the music publisher a percentage of the retail price of the record, and the publisher then pays you a percentage of this (at least 50% of it) or whatever figure has been agreed in the contract. Again, I'd be thinking in terms of looking for 60% to 70% as a minimum, given that the legal minimum in this area is 50%.

Of course, there are also other sources of income which will be mentioned in the contract. For example, if your song is used in a film, or if it's used as an advertising jingle, then you will also receive a percentage of that income. Again, there is a 50% minimum, but I'd be thinking in terms of asking for 60% or 70%. Usually, the percentages throughout the contract are identical anyway. In other words, if the publisher has offered 60% for one of the sources of income, he will be offering 60% for them all.

There should be a section in the contract which states when payments will be made. This will have to be on a regular basis; the maximum period between payments should be no more than six months or so. Beware of a clause which is quite popular in the USA which simply state that payments will be made "as soon as possible", because what is soon for you may not be possible for them for years, and you might find yourself waiting for money while they put it in the bank and earn interest on it. Worse than that of course, they might go broke before they pay you, and then you'll get nothing. So make sure that there's a reasonable time limit laid down.

Finally, in your contract, there should also be a section stating that you may inspect their books at any stage, but make sure that it makes clear that either you or somebody appointed by you may look at the books, because it would probably be of little use you looking at the books on your own, unless of course you happen to be an accountant.

[ISA] What should I look for in a contract? You should never sign any contract without having it examined first. The ISA will be happy to do this for subscribers, but you may know a lawyer or solicitor who is familiar with show-business contracts and who may be able to assist you. Although we do not advise signing a contract without having it checked, we will mention that you should look for a short reversionary clause (one or two years, for example - otherwise your song might remain tied for ever to a publisher unable to obtain a recording on it), and ensure that a minimum figure of 60% is quoted in all references.

[Johnny Lappin] Music publishing is where the copyright creator (Songwriter) allows the business person (Music Publisher) to take on the responsibility of maximizing the earning potential of the creators endeavours". Put simply, the publisher's job is to make as much money as possible for both the songwriter and him/herself as possible by 'exploiting' the songs controlled to their full potential.

The challenge of finding new hit songs is part of the Publisher's job. Every time we listen to a new 'demo', we do so with the thought that the next demo could be a future No 1 with all the excitement that prospect might bring. A successful Music Publisher will be creative in the way he sees the potential in the new songs he hears.

The first thing a songwriter must accept if he wants a publisher to 'work' his songs is that it's going to cost him money. Music Publishing is a skilled service provided to the songwriter, so a fee of some sort will have to be agreed by both parties and set out in a legal contract. This fee usually takes the form of a percentage of the songs earnings being retained by the publisher for his/her services. Hence the split between songwriter and publisher is the first thing to be decided. This can range from a 50/50 split to a 60/40, 70/30, 80/20, 90/10 etc, the higher percentage always in favour of the writer. Other main points to be negotiated will be the term or length of the contract, the songs it covers, the territories it applies to (UK & Ireland, USA, Japan, The World, etc) and when payments are to be made (quarterly, six-monthly etc)

In return for his/her percentage the publisher will usually take on the following responsibilities:

- a) Ensure correct registration of all works with the relevant society/body (IMRO/MCPS etc).
- b) Monitor, collect % distribute the royalties to the songwriter on an agreed and regular basis.
- c) Where applicable, help the songwriter secure a record deal.
- d) Seek commissions for the writer's works on radio/TV/films.
- e) Try to place the music with advertising agencies for possible 'jingle' usage.
- f) License the works for usages such as graphic rights (reproduction of lyrics in newspapers, etc).
- g) Looking for soundtrack synchronisation licenses (TV themes/background music).
- h) Assist the writer with demo recordings, either financially or creatively.
- i) Using contacts in radio stations to encourage DJs to play ('exploit') the music on air.
- j) Arrange sub-publishing deals in overseas territories where the works are being exploited & ensure that the relevant societies (ASCAP, GEMA etc) are aware of the song's activities and that all royalties are collected and passed back.
- k) 'Pitch' songs to established recording artists with a view to the work being 'covered' (recorded).

The above (in no particular order) are some of the matters dealt with as part of a working Publisher's daily routine. As you might imagine, in order to work successfully together it is important that both parties have a good working relationship and have agreed on an overall game plan for the songwriter and his works.

What's in it for the Music Publisher? Hopefully, a decent income- not easy in a small market like Ireland with a three-minute airplay on RTE radio earns roughly £5, so from a 70/30 deal with a writer the publisher will earn £1.50 per play. So as a rule of thumb, Irish Music Publishers need to have an international aspect to their business as they will probably not survive from Irish revenues alone.

Of course, there can also be a lot of job satisfaction for the Publisher when he achieves a particular goal. My own favourite personal memory was the night (5th March 1985) my clients Clannad won the BAFTA award for the 'Robin of Sherwood' television series. The thrill of that achievement after many years of hard work was very special. Similarly, since a Music Publisher is essentially a 'background' person in the career of a writer, seeing your clients play a sold out show in a prestige venue such as The Point or Albert Hall is a genuine buzz. Likewise if you manage to 'place' a song with a major recording artist the realisation of a job well done (not to mention the thought of future royalty income) is very rewarding.

And what's in music publishing for other people? When a movie producer or director looks for suitable music soundtracks to complement the picture he/she will often turn to a Music Publisher to find the right soundtrack material that can add so much to one's enjoyment of a movie. Likewise, where would the broadcast media (radio stations etc) be without music or imagine a disco without music?

In relation to artists, Cliff Richard, Tina Turner, Joe Dolan and Tom Jones (to pick four at random) have one thing in common. They are all high profile established recording artists who don't write songs. Instead they must rely on songwriters and Music Publishers to keep their careers alive.

Advertising agencies, too, have reasons to be thankful to the creative community. The phenomenal 'Moby' has provided much succour to the advertising community with his ubiquitous songs appearing on a plethora of television commercials. Our colleagues in the record companies, naturally, depend on music too, not to mention all the people who work in societies such as IMRO/MCPS etc. who, without music creators and publishers, would have to pursue a completely different and possibly boring career. Even worse, they might even have to pay for their own lunch!!

MUSIC PUBLISHING FOR BEGINNERS by Ray Coleman, ISA

Using an established publisher versus setting up your own publishing company:

The minimum deal you will be offered nowadays by a publisher is 60-40 and more likely 70-30. Of course, the publisher will expect a reasonably good demo for this - and he is unlikely to offer too much in the way of an advance. He will actively attempt to place the song for recording, and he will handle all the paperwork - protecting your copyright around the world, all this for perhaps 30%.

Apart from the money, there are other advantages to using a publisher. After all, if you have to spend a lot of time on paperwork yourself, will you get any songs written? Will you be able to get cover versions by other singers? Will record labels take you seriously if you own a publishing company operating out of a back bedroom? What will you do about overseas deals? How will you collect royalties?

That's the down side. On the other hand, if you can place the song yourself for recording, do you really need a publisher? After all, people can be employed or hired to handle the paperwork, and there are organisations which will collect the royalties for you.

Those are the pros and cons. At the end of the day, you will have to decide for yourself.

Setting up a music publishing firm appears far more daunting than it need necessarily be. If you are already determined to go ahead, the following are the basic steps to take.

- (1) Decide on a name and check that the name chosen by you is not already in use. The PRS, MCPS, BMI, ASCAP and the MPA have just about everybody on their books. The ISA can always run it through our computer for you - it does not prove that nobody else has it, but we do have most active names on our files. Then talk to your accountant, and lawyer, and get the formalities taken care of.
- (2) Decide on affiliation. If you want to affiliate with PRS in the UK, or ASCAP or BMI in the US to collect royalties on song performances, these organisations generally prefer you to affiliate when the song is ready for release, and not in advance, but you should write first for details on each society's requirements.
- (3) Copyright your songs.
- (4) Make your demos as good as possible. The demo must be the very best you can afford. You are now competing not just against other amateur songwriters for the ears of a publisher but against professional songwriters and music publishers for the ears of the A&R Man or recording artist. Publisher demos are generally a lot better than songwriter demos.
- (5) You must have a telephone number naturally enough, and when you start sending out letters and tapes, do remember that your correspondence should be typed. Print

quality letter heading, address and tape labels. Also, get CD labels printed with your company name, address and telephone number on them. If your letter headings are being printed on coloured paper, then your CD labels should be printed also on the same coloured paper. Similarly, you should have matching envelopes. Finally, get parcel labels printed, again on the same coloured paper that you have used for everything else. Get samples of everything in advance, and look for companies offering package deals (e.g., 500 letter headings, 500 envelopes, 500 labels etc., for a fixed price). Your letter headings and your demos are your only shop window - if the paperwork looks right, then your material will be listened to with more credibility. If it looks amateurish, the listener will be put in the wrong frame of mind when dealing with your submission.

(6) Build up a list of contacts in each of the labels. The ISA can generally help with contact addresses for managers, agents etc., as well. Incidentally, if you do not have a contact name, then do not be afraid to ring up the record label and ask for the name of the person to whom material should be sent. If you sound confident and convincing, they will be convinced and give you the requisite information.

(7) When you get your song on record, you should be able to collect the mechanical royalties yourself, or you may prefer to utilise the services of the MCPS in the UK, or the HARRY FOX AGENCY in the US. If things get really busy, you may decide that the paperwork is getting a bit too much, and that royalty collection, administration, copyright etc., is taking up all your spare time. If so, contact somebody like Leosong Copyright Services, Suite 8, Westmead House, 123 Westmead Road, Sutton, Surrey SM1 4JH, UK (Tel. 081-770 7177). They can take care of everything for a small percentage.

(9) Blank contracts, for issuing to other songwriters, can be obtained from BASCA, 34 Hanway Street, London W1, UK (Tel. 071-436 2261). Finally, some helpful addresses:

PRS, 29-33 Berners Street, London W1, UK (Tel. 071-558 5544)

MCPS, 41 Streatham High Road, London SW16, UK (Tel. 081-769 4400)

ASCAP, 1 Lincoln Plaza, New York 10023, USA (Tel. 212-621 2000)

BMI, 320 West 57th Street, New York 10019, USA (Tel. 212-586 2000)

Promoting your songs: Pick your first song for promotion. You must now aim your song at the most suitable and likely artist. If you subscribe to a tipsheet like SongPluggger (£330 per year), then you will have a fortnightly list of about 10 singers or labels looking for specific songs at that moment. If not, then you should assemble your own promotion files.

You do not need a vast file. Be selective. Work out what singers or groups you could write for who currently record material written by people other than themselves. Assemble all the information you can on these people. What label are they on? Who is the A&R man? Who produced their last record? Do they have their own publishing? Who manages them? Above all, do not be afraid to ask for information. The record label will give you the name and the address of the person to whom material should

be submitted if all else fails, and the ISA has files on nearly 20,000 separate acts, labels, publishers, producers, etc.

Send off your song to the most likely choice, and then forget all about it. Concentrate on the next submission. Send off another song. Then, start on the third one...and so on. Do not look back. Do not wait for replies. Do not pester anybody. After all, if you really were the professional publisher you claim to be, you would be too involved with your hit songs to be worrying somebody about the one song that was not getting attention.

Collecting royalties: At some stage, somebody will start to nibble. There may be talk of a record release, and you may be wondering about collecting the royalties. First of all, you should contact the relevant performing rights organisation. In the UK, this will be the PRS. If this is your first cover, the PRS is not likely to be willing to accept your membership as a publisher. Of course, if your song starts to sell in huge quantities, all sorts of doors may be opened to you. In any event, the PRS will end you information free of charge. In the USA, you will have to decide to affiliate either with BMI or ASCAP.

Collecting royalties from record sales will be easier because the label will issue you with statements every so often. Of course, you may wish to affiliate with one of the collection agencies for mechanical royalties also, and save yourself the trouble of keeping track of these payments. In the UK, this is the MCPS. In the USA, contact the Harry Fox Agency at 110 East 59th Street, New York 10022.

If you are already beginning to see all this as a bit complex, do not forget that there are companies which exist to take care of all the paperwork for you. In the UK, Leosong Copyright Service Ltd charges a flat 10% commission. A similar company in the USA is Copyright Service Bureau at 221 West 57th Street, New York 10019.

Signing up other writers: Writers starting music publishing firms are often interested in signing other writers. Beware of doing this until you have had some success yourself. For a start, it is essential to have your act 100% together. Are you sure that you can protect copyrights? Have you sufficient money to pursue copyright infringement cases should they happen? Are you a member of the relevant societies which collect the royalties? If you fail to take care of business, you may make a mess of somebody else's career, fail to collect all the monies due to one of your writers, or fail to keep proper books of account (and do remember, a writer can examine your books if he wants to, and if you refuse to let him, can get a court order demanding access). Not only may the aggrieved writer then refuse to honour the contract, he may very well sue you for negligence as well. Ten minutes under cross-examination in court may only too easily reveal that you do not really know what you are talking about - and that could mean heavy damages.

However, if you just want to publish your own tunes... if you're sure that you will still have enough time to continue writing songs...if you feel you can handle the paperwork (or get somebody to do it) ... and if you think you could place your own songs as easily as any pro music publisher could, why not go ahead?

Co-publishing: A common practice in the music business is for two or more music publishers to own the rights to the same musical composition or copyright. Such an arrangement is generically referred to as co-publishing.

There are various types of co-publishing agreements, with differentiations made as to the administering publisher- i.e., in a *joint publishing* agreement, each publisher will administer its own share; in a *co-publishing* or participation agreement, either the original or the participating publisher is the administrator. Participants in co-publishing agreements involve all types of music publishers: independent, record company-affiliated, and those owned by recording artists, producers, songwriters and managers.

Co-publishing arrangements arise under various circumstances, such as co-writers of a song each assigning half of the publishing rights to their respective private publishing companies, or an artist or a producer obtaining a "piece" of a copyright from the writer or publisher for recording it, or a record company publisher obtaining a portion of the rights to musical compositions written and/or recorded by artists on the label's roster, or a manager and an artist "splitting" the rights to all songs written and/or recorded by that artist (the manager having had the bargaining position to demand this).

It is particularly common for writer/publishers to enter into co-publishing agreements with large publishers, as such an arrangement is often beneficial to each. Many large publishers seek co-publishing deals with established writers who have many hits to their credit, or in some cases, with promising new writers, as this enables them to obtain ownership rights to the new songs of talented writers, which they would not otherwise acquire. Publishers, to be competitive, generally need new and fresh songs with commercial potential.

For *successful* writers, co-publishing agreements are attractive for the attendant cash flow benefits, as they are often able to negotiate large advances. In addition, large companies are usually better equipped to exploit songs and maximise their income, an inviting prospect. Some publishers also offer free office space, telephone service, use of office equipment and supplies, and other resources.

The writer of a co-published song or catalogue generally *receives one half of the gross earnings less direct expenses other than administration fees*. In some cases, the larger publisher will waive its commission for administering the writer/publisher's catalogue.

Administration of the copyrights is usually done for a fee of 10% of the gross income.

Here is an example of how the royalties work. Assume that the record royalties of the co-published catalogue for a particular royalty period amount to £25,000. From this income the administrator/ co-publisher deducts its (let's say) 10% commission, or £2,500, leaving a balance of £22,500. It then forwards a check to the writer for one half of the gross royalties, or £12,500, leaving a balance of £10,000. The £10,000 balance is then divided equally between the two co-publishers. In conclusion, the

administrator/co-publisher's gross earnings are £2,500 plus £5,000, or £7,500. The writer/co-publisher's earnings are £12,500 plus £5,000, or £17,500.

In printed publications of the mutually owned works, the copyright notice will contain the names of both publishers, with reference normally but not necessarily made to the administrator of the copyright.

Make sure any contract you sign has a clause whereby the songs revert to you after a specific number of years if no recording has been obtained by the publisher.

Make sure any contract you sign has a clause stating that the copyrights automatically revert to the writer if the publisher goes out of business or bankrupt or changes ownership.

MISCELLANEOUS NOTES FROM IMRO SEMINAR

Japan is a massive market which songwriters often overlook.

Sheet music is a good income source, especially if your song becomes popular with choirs.

Translations – don't wait for them. You can instigate a translation yourself. The translator gets a royalty of 16.66%.

Song licences – always say “No” to the first approach. If they really want the song, they will come back with a better offer.

Keeping track of income – some writers recommend setting up a spreadsheet to keep track of royalties. In this way, you can compare the money coming in from IMRO with the money coming in from the publisher. What the publisher gets from IMRO is 50% of all IMRO receipts for any given song; so what **you** get from IMRO as a songwriter should be matched by an additional amount equivalent to (probably) 70% of what IMRO pays to the publisher (this figure of 70% assumes that your deal with the publisher is 70/30 in your favour).

When do you receive your income for an advertisement or synchronisation deal? 12 months from the date of agreement for that project.

Publishing nowadays is more like banking. They don't place songs for you (or, if they do, this is unusual). You have to generate the covers; they simply collect the money.

Where the publisher arranges a cover version, he gets an extra 5% on top of your contracted deal with him. Don't allow him to get the credit for fortuitous or “windfall” covers but only where he exclusively negotiates and “lands” a cover. Be sure that your contract with the publisher makes this explicit.

Make sure any contract you sign has a clause whereby the songs revert to you after a specific number of years if no recording has been obtained by the publisher.

Make sure any contract you sign has a clause stating that the copyrights automatically revert to the writer if the publisher goes out of business or bankrupt or changes ownership.

How do you as a songwriter add value to existing songs in your back catalogue? Do some lateral thinking about your songs – in what other area might this composition work? Why don't I record a completely different demo geared at a particular style of music or at a particular artist? “What other life could this song have?” Having your material available on sheet music is a help to getting covers.

Your interests and those of your publisher are not the same. So be sure to argue the toss over every issue.

The most important words relating to income on any contract are **AT SOURCE**. In some countries there is a tendency in draft contracts to refer not to income but to receipts. This is unacceptable for a songwriter. His income percentage is not based on net income or sub-publisher receipts (which are partial) but on all gross income.

A copyright lawyer experienced in publishing is vital to check out a contract for you. Agree his fee in advance. If he is a UK lawyer, you don't have to pay him VAT.

Peer Music is currently the largest independent publishing company.

Black Box income is something no publisher wants to talk about. A black box clause is carried in all publishing contracts and refers to non-identifiable income (such as You-Tube receipts). This royalties go into a “black box” and are not distributed; they might as well not exist as far as the songwriter is concerned.

The conventional publisher deal is 75/25 in favour of the songwriter.