

# Music publisher assignment



**ASSIGN  
BUSTER**

They discover the great songs and composers that we listen to today. They work hard to exploit these songs into the market and make money for both himself and his client. During this essay I plan to explore further into this career, I intend to discover more about the different aspects, such as, the role the publisher plays within the industry, the salary, and qualifications needed. I hope to look at some of the legal aspects also, including the contract between publisher and writer.

I am interested to find out exactly what it is that a music publisher does, especially on a day to day basis. The music publisher stands at the crossroads of Art and Commerce, where enthusiasm for the art and business sense meet or miss each other. My main aim throughout this essay is to discuss this much debated question. I would like to include an interview from a music publisher and hear their view on this matter, and through my research conclude the matter with my own opinion.

Music Publishing “ Music publishing is where the copyright creator (Songwriter) allows the business person (Music Publisher) to take on the responsibility of maximizing the earning attention of the creator’s endeavors”. -Johnny Lapin. The main purpose of a music publisher is to exploit, administer and collect royalties for its copyright properties. They acquire the rights to songs from lyricists, songwriters and composers; this is done through an agreement called a publishing contract.

The publisher will license the composition, this helps monitor when and where the music is used, the publisher will then collect any royalties due for this usage. The publisher sells the rights to record companies (to make

records), to sheet music publishers (to make sheet music books or digital sheet music to sell over the internet) and to the makers of film and adverts (synch). \* There are five rights to which the music publisher has control of: ; Mechanical Rights Permission is needed to mechanically reproduce a licensed work.

The money that is paid and collected for this licensing is called a Mechanical Royalty. Synchronization Rights This is the rights to the use of music used in synchronization to a visual. Such as, in commercial advertising. The publisher would need to negotiate and issue a synchronization license so that the copyright can be used. \* Print Rights usually publishers will issue sheet music of all copyrighted works, especially that of a major songwriter they represent. \* Digital Print Rights It is now possible for publishers to make digital copies of all a songwriter's sheet music and artists' recordings.

This can then be sold online through MIDI files, PDF files etc. \* Public Performance Rights Public Performance Rights such as, ASCAP, collect royalties on the behalf of the publisher. They collect from Radio, Television, Retail stores and nightclubs etc. Which use music in an effort to enhance their music. Before the days of the singer/songwriter, music publishing was the music business. Publishers would acquire the copyrights to writers work and would then try to get the work exploited.

Due to the fact that a lot of artists started writing their own music, the relationship between the publisher and the rest of the industry began to change. Record Companies began to realize that if they signed an artist that wrote their own stuff they would not have any problems finding songs for the

artist, and so they began looking for artists that could offer them this single package. An artist/ composer can hire a publisher or they can publish their music themselves. It costs round € 1 50 to register your own publishing company but not all artists have the time or skill to run this and can often end up going broke. The publisher handles the administrative aspects of the business, contracts need to be drawn up, collecting societies such as IMPT in Ireland need to be dealt with, offices have to be run etc. They make sure that all the legal and financial areas of {Our song writing are under control. The publisher works to place songs in its catalogue with other recording artists to gain royalties for themselves and the writer. Publishers always work hard to promote the back catalogue of songs. In recent years there has been a trend to use old classics in T.

V programmer and adverts; this has made a lot of money for publishers. However, publishing work is not just about promoting a back catalogue of songs; they also need to keep in the present day. There are new artists and writers emerging all the time and it is vitally important for the publisher to keep in contact with A&R departments and with the live music scene. Publishers often need to provide new songwriters and composers with the facilities they need to produce music and offering them advice in writing for particular markets.

Typical Working day of a Publisher Open the mail, which will include letters and bills from Lawyers, record companies, managers, artists etc. The post will of course also include demo tapes. The publisher should listen to these tapes straight away or as soon as possible. They should then return the ones they do not like and keep the ones they do for further listening and

investigation. \* They then continue on with regular business, such as, drawing up new publishing deals, or renewing old ones. They may also have to deal Ninth staff issues. Large companies may employ between 50- 100 staff and smaller companies will only employ a handful. The publisher may have some business inch appointments with clients, their client's managers, potential clients etc. This lunch will be used to try and develop a relationship with these people. \* When the lunch is finished the publisher may have to return phone calls, have more tapes to listen to. She/he may also have some songs to try and pitch, to be heard by singers, managers, record companies and basically anyone who is in the music business. \* During the evening, while most people go home after their days work, the publisher Nil go out and try to find new acts to sign.

For many songwriters and composers the truth is that when getting their first entrant they become so overwhelmed and excited, that they forget to read the small print and sign without thoroughly examining the contract. You should always read and make sure you understand a contract before signing it, or get the contract Checked by a professional body, such as, a solicitor preferably one qualified in music law. \* There are three important points that must be negotiated between both parties before signing. These are: \* The Term of the Agreement. \* The Royalty Split between writer and publisher. The Territories covered by the contract. Ere Term he term covers the length of the agreement between the songwriter/composer and the publisher. The duration of the agreement can be based on years or on albums/ songs. The agreement may be for one, three, or five years or it might cover specific songs for the ' Life of Copyright'; this is the life of the author plus seventy

years. One 'ere important point to take notice of is that although some contracts might contract the writer for a period of time e. G. Three years, the works may be signed for life of copyright.

The Royalty Split between writer and publisher There is no standard royalty split between writer and publisher, although according AAA practice dating back to 1914, a publisher cannot take more than 50%. The deal is always in favor of the writer. Modern contract would usually have a split of between 60/40 and 85/15, depending on a number of factors e. G. How good the song is. The Territories covered by the contract Ere Territory refers to the countries governed by the contract. This can depend on the nature of, and where exploitation can take place.

Publishing deals can cover the Nor or can be broken down on a country by country basis. On the following page please find a sample of a music publishing contract, there is o such thing as a standard publishing contract as they are all different but this is a general sample of what one should appear as. EXCLUSIVE SONGWRITER AGREEMENT THIS AGREEMENT is made and entered into this day of between \_(name) of \_(address) by and (hereinafter referred to as “ Publisher”), and \_(name) Of \_(address) hereinafter individually referred to as “ writer”).

FOR AND IN CONSIDERATION OF mutual covenants set forth, the parties do hereby agree as follows: 1 . Employment. Publisher hereby employs Writer to render his services as a songwriter and composer and otherwise as may be hereinafter set forth. Writer hereby accepts such employment and agrees to render such services exclusively for Publisher during the term hereof, upon

the terms and conditions set forth herein. 2. Term. The term of this Agreement shall commence upon the date hereof and shall continue until 199\_. 3. Grant of Rights.

Writer hereby irrevocably and absolutely assigns, transfers, sets over, and grants to Publisher, its successors, and assigns each and every and all rights and interests of every kind, nature and description in and to the titles, words, and music of any and all original arrangements of musical compositions in the public domain in any and all licenses relating thereto, together with all worldwide copyrights and renewals and extensions thereof, which musical works have been written, composed, created, or conceived, in whole or in part, by Writer alone or in collaboration with another or others, and which are now owned or controlled, directly or indirectly, by Writer, alone or with others, or as the employer or transferee, directly or indirectly, of the writers or composition, and all worldwide copyrights and renewals and extensions thereof, all of which Writer does hereby represent are and shall at all times be Publisher's sole and exclusive property as the owner thereof free from any adverse claims or rights therein by any other person, firm or corporation. Attached hereto as Exhibit A is a list of musical compositions written and made a part of this Agreement.

Writer acknowledges that, included within the rights and interests hereinabove referred to, but without limiting the generality of the foregoing, is Writer's irrevocable grant to Publisher, its successors, licenses, subsequences and assigns, of the sole and exclusive right license, privilege, and authority throughout the entire world with respect to the said original musical compositions and original arrangements of compositions under the

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public domain, whether now in existence or hereafter created during the term hereof as follows: (a) To perform said musical compositions publicly, whether for profit or otherwise, by means of public or private performance, radio broadcasting, television, or any and all means, whether now known or which may hereafter come into existence; (b) To substitute a new title or titles for said compositions or any of them and to make any arrangement, adaptation, translation, determination or transportation of said impositions or any of them, in whole or part, and in connection with any other literary, musical or dramatic material, and to add new lyrics to the music of any said compositions or new music to the lyrics of any of said compositions, all as Publisher may deem expedient or desirable; provided, however, anything to the contrary notwithstanding, nothing contained herein shall be construed to allow Publisher to make any changes in Writer's recorded performances. In the event Publisher is directly involved in the printing of sheet music containing Writer's musical compositions Publisher agrees to make all reasonable effort to produce a production of Writer's original recording of such composition as accurately as possible. C) To secure copyright registration and protection of said compositions in Publisher's name or otherwise as Publisher may desire at Publisher's own cost and expense and at Publisher's election, including any and all renewals and extensions of copyrights, and to have and hold said copyrights, renewals, extensions and all rights of whatsoever nature thereunto existing, for and during the full term of all said copyrights and all renewals and extensions thereof; (d) To make or cause to be made, ND to license others to make, master records, transcriptions, sound tracks, pressings, and any other mechanical, electrical or other productions of said compositions, in whole or part, in such form or

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manner and as frequently as Publisher's sole and uncontrolled discretion shall determine, including the right to synchronize the same with sound motion pictures, and the right to manufacture, advertise, license or sell such reproductions for any and all purposes, including, without limitation, private pictures, wired radio or cable television, phonograph records and any and all other means or devices whether now known or which may hereafter come into existence. To print, publish and sell, and to license others to print, publish and sell, sheet music, orchestrations, arrangements and other editions of the said compositions in all forms, including, without limitation, the inclusion of any or all of said compositions in song folios, song books, mixed or lyric magazines with or without music; and (f) Any and all other rights of every and any nature now or hereafter existing under any by dirtied of any common law rights and copyrights and renewals and extensions thereof in any and all such compositions.

Writer grants Publisher, without any compensation other than specified herein, the perpetual right to use and publish and to permit others to use and publish Writer's name (including any professional name heretofore or hereafter adopted by Writer), Writer's photograph or any other likeness, which shall be approved by Writer's logos and trademarks whether now in existence or created during the term hereof and biographical material concerning Writer, and the titles of any and all of the compositions hereunder, in connection with the printing, sale, advertising, performance, distribution and other exploitation of the impositions hereunder, and for any other purpose related to the music business of Publisher, its affiliated and related companies, or the refrain therefore. This right shall be exclusive

during the term hereof and nonexclusive thereafter. Writer grants Publisher the right to refer to Writer as Publisher's " Exclusive Songwriter and Composer" or any other similar appropriate appellation, during the term hereof. 4.

Narrates, Representations, Covenants and Agreements: Writer hereby warrants, represents, covenants and agrees as follows: Writer had the full right, power and authority to enter into and perform this Agreement and to grant to and vest in Publisher all the rights herein set forth, free and clear of any and all claims, rights and obligations whatsoever; all of the compositions and all other results and proceeds of the services of the Writer hereunder, including all the titles, lyrics and music of the musical compositions, and each and every part therefore, delivered and to be delivered by Writer hereunder are and shall be new and original and capable of copyright protections throughout the entire world; no musical composition reminder nor any part thereof shall be an imitation or copy of, or shall infringe upon any other material, of shall violate or infringe upon any common law or statutory rights of any part including without limitation, contractual rights and copyrights and rights of privacy, and Writer has not sold, assigned, leased, licensed or in any way disposed of or encumbered any composition or rights herein granted to Publisher, not shall Writer sell, assign, lease, license or in any other way dispose of or encumber any of the compositions or said rights. 5.

Power of Attorney: Writer does hereby irrevocably constitute, authorize, empower and appoint Publisher, or any of TTS officers, Writer's true and lawful attorney (with full power of substitution and delegation), in Writer's

name, and in Writer's place and stead, or in Publisher's name, and to take and do such action, and to make, sign, execute, acknowledge and deliver all instruments or document, which Publisher, or its, successors, assigns and licenses, all of the rights or interests granted by Writer hereunder, including, without limitation, such documents as Publisher may deem desirable or necessary to secure entire term of copyright and for any and all renewals and extensions. 6. Compensation : Provided the Writer shall faithfully and completely perform the terms, covenants and conditions of this Agreement, Publisher hereby agrees to pay Writer for the services to be rendered by Writer under this Agreement, and for the rights acquired hereunder, the following compensation based on the musical compositions Inch are the subject hereof: (a) Ten percent (10%) of the wholesale selling price per copy for each piano copy and dance orchestration printed, published and sold in the United States and Canada by Publisher or its licensees, for which payment has been received by Publisher, after deduction of returns. B) Twelve and one-half (12-112%) of the wholesale selling price upon each printed copy of each other arrangement and edition printed, published and sold in the United States and Canada by Publisher or TTS licensees, for which payment has been received by Publisher, after the deduction of return, except that in the event that any compositions shall be used or caused to be used, in whole or part, in conjunction with one or more musical composition in a folio, album or any other publication. Writer shall be entitled to receive that proportion of said twelve and one-half percent (12 1/2%) which the subject compositions shall bear to the total number of musical compositions contained in each folio, album, or publication. C) Fifty percent (50%) of any and all net sums actually received (less any costs for collection) by Publisher

in the United States from the exploitation in the United States or Canada by the licensees of Publisher of mechanical rights, electrical transcription and reproduction rights, motion picture and television synchronization rights and all other rights(excepting printing rights ND public performing rights) therein, whether or not such licensees are affiliated Ninth, owned in whole or part by, or controlled by Publisher. (d) Writer shall receive his public performance royalties throughout the world directly from the performing rights to which he is affiliated (I. E. American Society of Composers, Authors and Publishers, Broadcast Music Inc... ) and shall have not claim whatsoever against Publisher for any royalties received by Publisher from any performing rights society Inch makes payments directly (or indirectly other than through the Publisher) to Miters, authors and composers. ) Fifty percent (50%) of any and all net sums, after deduction of foreign taxes, actually received (less any costs for collection) by Publisher in the United States from sales, licenses and other uses of the subject musical compositions in countries outside the United States and Canada (other than public performance royalties as herein mentioned in (d) above) from collection agents, licensees, sub publishers or others, whether or not same are affiliated with, owned in whole or part by, or controlled by Publisher. (f) Publisher shall not be required to pay any royalties on professional or complimentary copies or any copies casual derivatives which are distributed gratuitously to performing artists, orchestra leaders and disc Jockeys or for advertising, promotional or exploitation purposes.

Furthermore, no royalties shall be payable to Writer of consigned copies unless paid for, and not until such time as an accounting therefore can be

properly made. (g) Royalties as hereinabove specified shall be payable solely to Writer in instances “ here Writer is the sole author of the entire composition, including the words and music thereof. However, in the event that one or more other songwriters are authors Publisher to add, change, or translate the words or to revise or change the music), the foregoing royalties shall be divided equally between Writer and the other songwriters unless another division of royalties is agreed upon in writing between the parties concerned and such written agreement is submitted to publisher prior to payment. 7.

ACCOUNTING: Publisher shall compute the total composite royalties earned by Inkier pursuant to this Agreement and pursuant to any other agreement between Inkier and Publisher, whether now in existence or entered into at any time subsequent hereto, on or before September 30th for the semi-annual period ending he preceding June 30th, and shall thereupon submit to Writer the royalty statement for each period together with the net amount of such royalties, if any, as shall be payable after deducting any and all recouped advances and chargeable costs under this Agreement or any other agreement between Writer and Publisher. Upon the submission of each statement, Publisher shall have the right to retain, with respect to print sales as a reserve against subsequent charges, credits or returns, such portion of payable royalties as shall be necessary and appropriate in its best business Judgment.

All statements rendered by Publisher to Writer shall be binding upon Inkier and not subject to any objection by Writer for any reason unless specific rewritten objection, stating the basis thereof, is submitted by Writer to

Publisher within one (1) year from the date rendered. Writer or a certified public accountant in his behalf may, at Writer's expense, and at reasonable intervals, examine Publisher's books relating to activities during the accounting period for said statement. 8. ACTIONS: Publisher may take such action as it deems necessary, either in Writer's name or in its own name, against any person to protect all rights and interests acquired by Publisher hereunder. Writer will, at Publisher's request, cooperate fully Ninth Publisher in any controversy which may arise or litigation which may be brought concerning Publisher's rights and interests obtained hereunder.

Publisher shall have the right to, in its absolute discretion, to employ attorneys and to institute or defend any action or proceeding and to take any other proper steps to protect the right, title and interest of Publisher in and to each musical composition hereunder and every oration thereof and in that connection, to settle, compromise or in any other manner dispose of any matter, claim, action or proceeding and to satisfy any judgment that may be rendered, in action brought by Publisher against any alleged infringer of any musical composition shall be initiated and prosecuted as a result thereof after deduction of the expense of litigation, including but not limited to attorney's fees and court cost, a sum equal to fifty percent (50%) of such net proceeds shall be paid to Inkier. Writer agrees to and does hereby indemnify, save and hold Publisher harmless from any and all loss connected with any claim by a third party which is inconsistent with any in this Agreement, and Writer agrees to reimburse Publisher, on demand, respect to any liability or claim to which the foregoing indemnity applies. Pending the determination of

any such claim, Publisher may withhold payment of royalties or other monies hereunder. 9.

NOTICES: Any written notices which Publisher Nil desire to give Writer hereunder and all statements, royalties and other payments Inch shall be due to Writer hereunder shall be addressed to Writer at the address et forth on Page 1 hereof until Writer shall give Publisher written notice of a new address to Publisher at the address set forth on Page 1 hereof until Publisher shall give Writer written notice of a new address. All notices shall be delivered by hand or served by mail, postage prepaid, or telegraph office, whichever shall be first, shall be deemed the date of service. 10. ENTIRE AGREEMENT. This Agreement supersedes any and all prior negotiations, understandings, and agreements between the parties hereto with respect to the subject matter hereof.

Each of the parties acknowledges ND agrees that neither party has made any representations or promises in connection with this Agreement nor the subject matter hereof not contained herein. 11. COLLABORATION AND SEPARATE AGREEMENTS: Whenever Writer shall collaborate with any other person in the creation of any musical composition, and such musical composition shall be subject to the terms and conditions of this Agreement, and Writer warrants, represents and agrees that prior to the collaboration with any other person, such other person shall be advised of this exclusive agreement and advised that all such composition must be published and wend by Publisher.

In the event of such collaboration with any other person, Writer shall cause such other person to execute a separate songwriter's agreement with respect thereto, which agreement shall set forth the division of the songwriter's share of income between Writer and such other person, and Publisher shall make payment accordingly. (b) If Publisher so desires, Publisher may request Writer to execute a separate agreement in Publisher's customary form with respect to each musical composition hereunder. Upon such request Writer shall promptly execute and deliver such separate agreement. Publisher shall have the right, pursuant to the terms and conditions hereof, to execute such separate agreement in behalf of the Inkier hereunder.

Such separate agreement shall supplement and not supersede this Agreement. In the event of any conflict between the provisions of such separate agreement and this Agreement, the provisions of this Agreement shall govern.. 12. Nerve's SERVICES: Writer agrees to perform the services required hereunder conscientiously and solely and exclusively for and as requested by Publisher. Writer shall promptly and faithfully comply with all requirements and requests made by Publisher in connection with its business as set forth herein. Writer shall deliver a manuscript copy of each material composition hereunder immediately upon the completion or acquisition of such musical composition.

Publisher shall use its reasonable efforts in its best business judgment to exploit all compositions hereunder, but Publisher's failure to exploit any or all said compositions shall not be deemed a breach hereof. 13. MODIFICATION, WAIVER, INVALIDITY, AND CONTROLLING LAW: This Agreement may not be



cancelled, altered, modified, amended or waived, in Manhole or in part, in any way, except by instrument in writing signed by the party ought to be bound. The waiver by either party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement. (Whether or not similar in nature).

If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement. This Agreement shall be deemed to have been made in the State of and its validity, construction and effect shall be governed by the laws of the State of \_(state)\_ applicable to agreement wholly and executed by Writer. 14. UNIQUE SERVICE: Writer acknowledges that the services rendered hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a particular value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach by the Writer of any of the provisions of this Agreement will cause Publisher great and irreparable injury and damage.

Writer expressly agrees that Publisher shall be entitled to the remedies of injunction and other equitable relief to prevent a breach of this Agreement or any provision hereof which relief shall be in addition to any there remedies for damages or otherwise, which shall be available to the Publisher. 15.

ASSIGNMENT: Publisher shall have the right to assign this Agreement or any of its rights hereunder to any party. Writer does not have the right to assign this Agreement. 16. DEFINITION: For the purpose of this Agreement, the word “ person” means and refers to any individual, corporation, partnership,

association or any other organized group of persons legal successors or representatives of the foregoing.

Never the expressions “ the term of this Agreement” or “ period hereof” or words of similar connotation are included herein, they shall be deemed to mean and refer to the initial term of this Agreement and any and all renewals, extensions, substitutions or replacements of this Agreement, whether expressly indicated or otherwise. Where more than one person shall comprise Writer, the singular shall also include the plural, as applicable. 17.

RESENTMENTS: It is understood and acknowledged that any and all charges or advances against royalties under this Agreement may be recouped only from the royalties earned hereunder. No cross collateralizing exists between this Agreement and any other facet of the Writer's equities or career. A) In respect of all rights herein granted Publisher in and to any and all musical compositions written by Writer which are not recorded and released as a commercial record prior to the termination of this Agreement, it is understood and agreed that all such rights shall revert to Writer automatically upon the termination of this Agreement. (b) In respect of any and all musical compositions which are released as a commercial record for sale to the public, it is understood and agreed that all such rights herein granted to Publisher shall terminate fifty (50) years from the date of creation as such date is shown on the copyright registration form and the copyright ownership shall revert to Writer and/or his/her heirs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year above written. Publisher Inter Qualifications Needed  
There are no specific qualifications needed for a career in music publishing.

Some knowledge or qualification in music, especially in the Music Industry will be a major help in getting you on your way. One of the best ways to break into the music publishing area is to get a position, no matter how small in a publishing company. This is where you will learn most of the skills needed to become a publisher, for example, when and where a piece of music can be exploited. Legal qualifications of copyright works.

The majority of jobs in music publishing would be considered administrative, these include, royalty manager, financial controller, business affairs etc. Creative jobs in this area would include, Managing Director, Creative Director and A; R. The main aim for anyone who wishes to work in music publishing is to run their own company. In this case, one of the first things you should do is sign yourself up with a performance rights society, such as, IMPPA. You should then choose a name for your company and get name clearance; performance rights companies will not let you use the name if it is similar to another. Using your own name will establish uniqueness.

Complete an application with a performance rights organization, with the help of a solicitor who is qualified in the music industry. One of the most important things to do is to make contacts within the music industry. You will need to have a good ear and eye for songs and music that will have a high chance of being published. Salary of Publisher It is difficult to determine the salary of publisher. Their income can vary depending on a number of factors, including, the number of songs he has recorded, how successful the songs are etc. Publishers usually take a cut of the royalties earned by their writers. An 80: 20 or 88: 15 split in the writers favor is usually common.

Some top selling songs receive 100% royalties but the publisher is depending on these top sellers to attract other writers to sign up with them. To be creative and to earn more money, publishers often invest in a back catalogue which can be re-exploited in a new way. One of the most exciting things about music publishing is that at any moment a good song can become a hit, bringing in thousands. A publisher's salary can go from nothing to millions or more in a year. Interview with Johnny Lapin

Johnny Lapin began his career in Music Publishing in 1976. He has been one of the key figures in Irish Publishing since dealing with the publishing interests of U2 during their most successful time.