

Connecticut

Newsletter of the Connecticut
Songwriters Association

Songsmith



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Combining Arts,
Education, and
Community Outreach

1979-2015 : 36 Years of Combining Arts, Education, and Community Outreach

CSA JUNE WORKSHOP

TUESDAY JUNE 9, 7:15pm!

Buttonwood Tree, 605 Main St, Middletown

"Journaling For Creative Abundance -- A Creative Process Workshop for Writers and Artists"

Presented by music pro and creativity coach Jim Clark formerly of the band "Amber Blues". The workshop combines creative-writing, stimulating prompts and journaling models with lunar calendars, astrology, and metaphysical energy work, to cultivate practices that nurture a creative, sustainable, and abundant life.

This workshop is for:

- Anyone who feels that they are artistically, emotionally, personally, or professionally blocked
- Anyone who is seeking an outlet for expression, a source of inspiration, and/or exploration into the world of Metaphysical Arts. This program is \$5 for members, \$10 for non-members. Critique session to follow.

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TUESDAY MAY 26

Mystic Morgan House, 121 High St, Mystic CT

Pro Workshop with industry veteran Norman Dolph. Norman is a songwriter and producer of Andy Worhol's Banana Album. He has served on the Board of the Songwriters Guild of America, and is well connected throughout all tiers of the music industry. Norman will be speaking on the topic of how to use Music X-ray to get your songs heard by the people who make decisions. Norman will also be listening to your songs during the critique session..

This program is \$10 for members, \$15 for non-members.

CRITIQUE SESSIONS

Following regular CSA programs, as time permits, there will be a critique session. To participate in the critique session, members may bring a song on CD (or do it live), with 15 copies of typed lyric sheets, and receive constructive feedback. Critique sessions are a good forum for works in progress or rough demos. For best feedback, note on your lyric sheets the intended genre and audience for your song, and what your goals are (i.e. picked up by a commercial artist, self-produce, etc.). The programs at most CSA monthly meetings, except for special workshops, are free to members, \$10 to non-members, applicable toward membership if you join within 30 days. Members are encouraged to bring a friend who might be interested in what CSA offers.

EVENT CALENDAR

(for complete listing see www.ctsongs.com)

May 26 – PRO WORKSHOP. Mystic
Jun 9 - CSA Workshop, Middletown
July 11- Picnic/Jam performance opportunity
Aug 01 – 25th Anniversary LUNCH Reunion
Event at Groton Inn & Suites
(www.lunchensemble.com)
Aug 20 – Songwriting Workshop, at
The Music Bureau, Salem, CT
Sept-Nov: Fall meetings
Dec 05 – 19th Annual LUNCH Holiday Show

PLAN AHEAD FOR 2016!

Every CSA retreat has been an amazing weekend, again eliciting descriptions of "Life-Changing" and "Inspiring". April 8-10 2016
WWW.CTSONGS.COM

GIVE YOUR SONGWRITING A JUMP-START AND GET ON THE FAST-TRACK!

GET INVOLVED !

Guiding Artists Along the Path from Creation to Realization to Proliferation

CSA RHYTHM AND NEWS

CSA Meeting for MAY 26 PRO WORKSHOP: Directions to the Morgan House, 121 High St, Mystic: I-95 going North, Exit 89, turn right on to Allyn St. I-95 going South, Exit 89, turn left onto Allyn St. Go to the intersection of Rt 1 (2nd light), turn Left, heading toward downtown Mystic. You'll quickly come to a 5-way intersection. On your left is Union Baptist Church. Take a left and enter the church parking lot. The Morgan House is the large white house on your right. Enter from the wooden walkway near the playground around back.

How to
Get There!

COMING JUNE 9: CSA MEETING at the Buttonwood Tree, Middletown, CT

CSA's community outreach through music, LUNCH, is now registered with the Amazon Smile program. When you enter Amazon through the link below, a portion of your purchase is automatically donated to LUNCH. It's exactly the same Amazon that you currently know, but you enter it through this special link. Bookmark it, and you're all set to support our community outreach efforts through music. YOU can make a difference – please help!

<http://smile.amazon.com/ch/06-1530307>



CSA MEMBER HAPPENINGS

NOMA Music in California is a reputable company that licenses songs to movies/TV. They contacted CSA member Bill Last and want to put his album "What If" in their music library for placement opportunities. It seems the retro 70's/Motown sound is "in" right now. We wish Bill and his band the best with the opportunity.

CSA IN THE NEWS -- Bill Pere was interviewed by Fox News CT for a piece on the issues surrounding ASCAP/BMI/SESAC licensing of venues, and the proposed revisions in the compensation for artists receiving airplay on terrestrial radio. The segment aired on May 6

COMING IN JULY: PERFORMANCE EVENT Saturday July 11th. 1-6pm

CSA is invited for a performance and networking event: The 12th Annual House Party and Jam in Wethersfield. This is an amazing venue and creative opportunity for all. Enclosed sound stage, and a full sound system and backline is provided. Great food, fun, and the company of other creative folks. Come share your songs and let other musicians find parts in your songs that you never knew existed – or bring your lead sheets so that others can play along with you.

Hosted by John Pytel and Gary Gidman. Please bring your own folding chairs.

Details at: www.housepartyandjam.com

**COME JOIN US NEXT YEAR FOR THE CSA SONGWRITING RETREAT
APRIL 8-10, 2016. SIGN UP EARLY SO YOU DON'T MISS OUT ON THIS EXPERIENCE**

GIVE YOUR CREATIVITY AND YOUR CAREER A JUMP-START

See all the photos and reviews from the past 6 years at www.ctsongs.com

CSA PRESENTS: A CREATIVE PROCESS WORKSHOP

Tuesday June 9, 7:15pm Buttonwood Tree, 505 Main St, Middletown CT

"Journaling For Creative Abundance: A Creative Process Workshop for Writers and Artists"

A program developed by and presented by music pro and creativity coach Jim Clark,

Describing the program, Mr. Clark states:

"After many years in the music business as a performer, writer, and producer, I found my focus shifting into a more active role as a Musically Oriented Energy Worker, Creative Life-Coach, and Healer. My most recent endeavor has been the development of "*Moon Magick, Manifestation, and Journaling for Abundance*", a workshop which integrates many different practices into a unified program to create a positive life-perspective, boost productivity and unlock creative stagnancy for participants. "

The workshop combines creative-writing, stimulating prompts and journaling models with lunar calendars, astrology, and metaphysical energy work, to cultivate practices that nurture a creative, sustainable, and abundant life.

This workshop is for:

- Anyone who feels that they are artistically, emotionally, personally, or professionally blocked
- Anyone who is seeking an outlet for expression, a source of inspiration, and/or exploration into the world of Metaphysical Arts.

CRITIQUE SESSION TO FOLLOW

Attendees may present a song on CD or live, with multiple copies of types lyric sheets, and receive constructive feedback.

The program is \$5 for members, \$10 for non-members.

FEATURED ARTICLE

The six exclusive copyrights that drive the music business!

by Jeff Price, founder, TuneCore

The instant you write or record an original song, be it on a cocktail napkin or sing it into your iPhone, you get six exclusive legal copyrights as granted by the government.

These six legal copyrights (in no particular order) are:

- Reproduction
- Derivatives
- Public Display
- Public Performance
- Distribution
- Digital Transmission

These rights protect your song, allow you to make money off it and control how others can use it (hey, it is your song after all!) These laws were written by Congress (or the equivalent in other countries) to protect and empower you...and advance a culture of creativity, which the government believes benefits society at large. These six rights drive and dictate the rules and money of the entire music business.

THE BASICS

Before we drill into the six copyrights, it's important to have the basics. There are two copyrights to every recorded song – a © and a ℗.

Dolly Parton wrote the song “I Will Always Love You”.

Columbia Records hires Whitney Houston to sing Dolly's song “I Will Always Love You”, resulting in the physical recording of Dolly's song “I Will Always Love You” .

The actual recording of Whitney singing Dolly's song is controlled by Columbia Records – this is the ℗ - it stands for “Phonogram”

The song itself is owned by Dolly, this is the © - it stands for “Copyright” Many of the current copyright laws benefit the songwriter (Dolly) more than the performer (Whitney).

If you are both the songwriter and the performer, it's important to imagine yourself split in two.

For example, Dolly wrote the song. Columbia Records then makes a deal with Dolly Parton (the Performer) to sing Dolly Parton's (the Songwriter's) song. Dolly Parton (Performer) could make no money while Dolly Parton (Songwriter) could make a bundle due to copyright laws. Which brings us to the first copyright: The Right of Reproduction (and no, that is not a bad name for an adult film!).

RIGHT I: THE RIGHT TO REPRODUCE

The Right To Reproduce is obviously the sexiest one of the copyrights you get when you write a song, and it's also one of the more technical.

To explain this further, let's go back to the example:

Columbia Records hires Whitney Houston to sing Dolly Parton's song "I Will Always Love You". The recording of the song (the ℗) is controlled by Columbia Records (Label), the song itself (the ©) is controlled by Dolly Parton (Songwriter).

The basic concept behind the right to reproduce is this: under federal law, if you write a song, no one else can reproduce it without paying the songwriter(s) a "Mechanical Royalty". The Mechanical Royalty rate is set by the government, and defines the maximum amount that must be paid to the songwriter for each reproduction.

As an example, Columbia Records decides it is going to manufacture 1 million CDs of its recording of Whitney singing Dolly's song. Each time the CD gets made (not sold), Dolly's song has been "reproduced". The same holds true if Columbia Records manufactures anything physical — be it a vinyl record, wax spool, cassette, eight-track tape or any other physical product. Under US law (and the laws around the world) each time Dolly's song is physically reproduced she must be paid by the party who reproduces it the "Mechanical Royalty" rate as set by the government. A second way a song is "reproduced" is when it is downloaded to a computer. It makes no difference if the song is bought from iTunes or downloaded for free from a blog or peer-to-peer file sharing service. Each time the song is downloaded to a hard drive it is being "reproduced."

The Mechanical Royalty rate in the U.S. is \$0.091 cents (just under a dime) for each and every reproduction. The rate goes up fractionally if the song is over five minutes in length. Therefore, under the letter of the law, if Columbia Records manufactures 1 million CDs that have Dolly's song on it, Dolly gets paid 1 million x \$0.091 = \$91,000. If Columbia Records manufactures 1 million CDs that have TWO of Dolly's song on it, Dolly gets paid 1 million x (\$0.091x2) = \$182,000 and so on. It does not matter if the CDs sold, it does not matter if Whitney or Columbia Records made any money, or even if the CD is released — Dolly Parton (Songwriter) must be paid her mechanical royalty even if Dolly Parton (Performer) makes nothing. The same holds true when a song is downloaded.

As with anything, there are some nuances to this law. First, if the songwriter (Dolly) has commercially released her song, anyone who wants may cover her song on their release as long as the songwriter is paid the "mechanical royalty" for each reproduction. In other words, once you release a song, you cannot stop anyone from covering it. However, anyone that covers your song MUST pay you the mechanical royalty rate. If they don't, they have violated the law and you can sue them.

Second, if the song has NOT been commercially released, the copyright holder (Dolly) can pick who gets to release her song first (herself or someone else), and negotiate any rate she wants for that first use.

Third, the songwriter (Dolly) can waive or modify any of her rights associated with her exclusive right of reproduction. For example, she can agree to get paid mechanical royalties only on CDs that sell. She may also be willing to accept less than the \$0.091 per reproduction (called a reduced mechanical). There are lots of permutations of this, but the basic premise is that there is a starting point that everyone must negotiate from.

There is one more type of "reproduction" — these are called "interactive streams." There are two types of interactive streams. One is for services that charge a fee to listen to a song on demand (like Napster, Rhapsody, Mog, Rdio, etc), the other is for services that do not charge a fee to listen to a song on demand but are ad supported services (like YouTube).

With these two new types of reproductions, the government expanded the definition of reproduction and came up with additional mechanical royalty rates.

The owners of these sites and services are required to pay the songwriter a mechanical royalty, which is a combination of a percentage of the revenue generated by the site and a payment per each subscriber. Mechanical royalties are significantly lower for those sites that are non-interactive (like Pandora), than they are for interactive sites (like Rdio).

The very short version of all of this is, if you write a song, you are to be paid each and every time it is reproduced. This royalty stands alone and must be paid to the songwriter (and only the songwriter (Dolly) — not the performer (Whitney)) regardless of anything else. And this is one of the reasons why Paul and John have so much more money than George and Ringo.

RIGHT II: DERIVATIVES

As previously mentioned, when you are the author of an original work (like a song), and you fix that work in a tangible medium (write it down, record it), you are automatically granted six exclusive rights. One of the rights that you don't hear about very much is the right to create a "derivative work". It, like all the other rights, is codified in the United States Copyright Act and states:

A "derivative work" is a work based upon one or more pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work".

Put simply, the only person who can create or grant the rights for a derivative work to be created is the holder of the copyright for the original work.

Translations – i.e. singing the song in another language

When, for instance, The Gypsy Kings decided to do a version of The Eagles' "Hotel California," sung in Spanish (as seen in The Big Lebowski), it was a translation of the original work, and as such, not a cover. Thus, the Gypsy Kings had to get permission from the copyright holder(s) of "Hotel California" (the songwriter(s)) in order to create this "derivative" version of the work. Remember, as we discuss above in the "Right to Reproduce" section, you can cover any song that has been publicly released without getting anyone's permission so long as you don't make substantive changes to the lyrics or melody, and you abide by the mechanical license (i.e. legal) requirements.

A translation, however, is deemed to be a substantial change, and therefore a derivative work, which, as an exclusive right of the holder of the copyright (the songwriter), requires permission to be granted. In other words, you can say "no".

As you can see from the above quote from the Copyright Act, it's not just translations that are deemed derivative works, and require permission from the holder of the copyright. If you, for instance, wanted to create a movie or TV show based on a song, it would be deemed a derivative work.

Samples

Where I believe derivatives will be relevant to most readers is with respect to sampling.

Sampling is one of the most confusing elements of the music business, but understanding derivatives will help you better understand both the rules of sampling, and - depending on which side of the fence you're on (sampler or sampled) - the money to be paid/made.

A sample is when you take a piece of an existing copyrighted work (the © and/or the ®) and combine it with another work. If you refer back to the language from the Copyright Act regarding derivatives you'll see explicitly where samples and derivatives overlap:

"any other form in which a work may be recast, transformed, or adapted."

Because a sample clearly involves "recast[ing], transform[ing], or adapt[ing]" one work in order to merge it with another work, the copyright holder of the work being recast, transformed, or adapted must grant permission for this to occur. Simply put, because a sample is a derivative work, you cannot sample someone else's copyrighted work without permission.

Note that there are typically two copyrights that must be addressed when a work is sampled (and thus two copyright holders from whom you must get permission in order to avoid infringing):

1. The copyright to the song itself - the ©
2. The copyright to the version of the song (i.e. the master) – the ℗

For instance, if you want to sample the guitar riff from a Beatles' song, you would need to negotiate a deal with the copyright holder to the song (The Beatles' publisher(s) - the ©), and negotiate a deal with the copyright holder to the version of the song from the recording from which you are sampling (The Beatles' label - the ℗). Either party can reject the request and refuse to grant you the right to create a derivative work.

Should they not reject the request outright, they will negotiate with you to attempt to come to terms that allow you to create a derivative work. Unlike mechanical royalties (see the Reproduction chapter) there is no legally required maximum rate for samples, so publishers and master holders will negotiate in order to get everything they can - including the rights to the copyright of the song that is using their sample.

A lesser-known approach to sampling is often referred to as a “replay.” This is where a derivative work is created and used as part of another work via a re-performance/re-recording of a piece of the original work.

For instance, if an artist, instead of taking the sample of a guitar riff from a Beatles' record, plays the riff herself and then uses her version within her own song, she creates a derivative work of the composition (the song), but not the master. In this situation, the person creating the derivative “replay” would need to negotiate a deal with the copyright holder of the song (i.e. the publisher), but not with the copyright holder of the recording (i.e. the master holder - typically, the label). Of course, the publisher can reject the request; in which case, the replay cannot be used.

If you do not negotiate the rights to create a derivative/sample work with the relevant copyright holder(s), you are infringing on the exclusive right of the copyright holder(s) to create a derivative work, and you can be sued. It cuts both ways, of course; should someone want to sample your copyrighted work, he or she will have to negotiate a deal with you in order to do so, or risk you suing them for infringing upon your exclusive right to create derivative works.

A note on the fair use defense of “transformativeness”

The band 2 Live Crew used a sample of the Sony/BMG controlled master (the ℗) from the Roy Orbison song controlled by the publisher Acuff-Rose “Oh, Pretty Woman” (the ©) in their song called “Pretty Woman”.

The U.S. Supreme Court held in *Campbell v Acuff-Rose Music Inc.* (i.e. the “2 Live Crew Case”) that while 2 Live Crew's unauthorized use of elements of “Oh, Pretty Woman” constituted a derivative work, the infringement was defensible due to fair use because 2 Live Crew's version provides new insight to listeners, and thus represents socially important commentary (this is very similar to/overlaps with the fair use defense of parody).

This transformativeness fair use defense is likely what the sampling artist Girl Talk will rely on should any of the various copyright holders sue him for infringing upon their exclusive right to create derivative works.

There is no such thing as a “small enough” sample

Don't be confused with respect to misinformation regarding the right to use small amounts of another's copyrighted work in your composition - i.e. a “short” sample - without legal risk. There is no clear standard for what is considered de minimis usage, and thus you are at risk if you use someone else's copyrighted work no matter how short that “use” is.

Ignorance is not a Defense

The courts do not view ignorance as a defense. If you create a derivative work without knowing or intending to do so - e.g., you put a riff in your work that is so similar as to be seen as a derivative work of another's copyrighted material, but you didn't know about this prior work - the law states that you are still infringing on the copyright holder's exclusive right to create a derivative work. However, if you can show that there was no knowing or intentional infringement, the damages will be less than if you intentionally and knowingly infringed.

RIGHT III: DISPLAY

As soon as you write down or record an original song you get the exclusive right to display this work in public. This right is more often thought to relate to photographers, painters, sculptors or others who work in the visual realm. However, this exclusive right does have relevance to those who hold copyrights in musical works (songs) as well.

The Copyright Act defines displaying a work as showing a copy of the work, directly or via some “device or process” (like the Internet or a t-shirt). Such a display is considered public in one of four situations: (i) when it is at a place open to the public; (ii) when it is at a place with a group of people larger than a gathering of family or the normal circle of friends; (iii) when it is transmitted to a place open to the public or a group of people larger than a gathering of family or the normal circle of friends; or (iv) where it is transmitted to the public (i.e., television and radio broadcasts).

The most obvious way in which the exclusive right to display a “copyrighted audio work” (i.e. a song) is done is by displaying the lyrics – for example, a website that publishes song lyrics. The display (and, of course, reproduction) of song lyrics on a t-shirt, in a book, on a website etc. can only occur if the copyright holder has granted the right.

This same right needs to be negotiated and granted to anyone that wants to create, distribute and/or reproduce sheet music.

Increasingly, this right to display comes into play with respect to online lyric/tab sites. It is unlikely that these websites that make money via advertising have negotiated with the copyright holder to display their lyrics. In other words, they are making money through advertising off of other people’s copyrights.

Of course, if you are the songwriter and record label you likely have the copyright to the graphic elements associated with the package (cover, etc.), you will have the exclusive right to display these elements as well. Thus, album artwork used on t-shirts, posters, etc., must be cleared by you prior to its being publicly displayed.

RIGHT IV: PERFORMANCE

The Copyright Act grants copyright holders to musical works (the ©) the exclusive public performance rights. This performance includes both live performances and transmissions of performances; for example, songs played on radio or TV.

Under the law, a public performance is:

(1) it occurs at a place open to the public where there is a substantial number of persons, outside of a gathering of family and friends (like a live gig); or (2) the performance is transmitted to such a place (like being in a bar watching the live gig happening somewhere else); or (3) the performance is transmitted so that members of the public can receive the performance at the same or different places, at the same or different times (like being at home and watching the gig on the internet).

The Exclusive Right to Publicly Perform a Copyrighted Work

As one example, the exclusive right to publicly perform a copyrighted work means that only the copyright holder of the song (the songwriter) may, for instance, play the song in a club. Additionally, it means that in order for a radio station to broadcast that artist’s copyrighted song, the radio station must have an agreement in place with the songwriter (the ©). Same deal if, for instance, a TV station airs a show in which a copyrighted song by the artist plays during the opening credits or in the background of a show.

The Performing Rights Organizations (also known as PROs): ASCAP, BMI, SESAC

In order for the above to take place, clearinghouse agencies were created – that is, a place an entity can go that represents a whole lot of songwriters. In the United States, these agencies are known as Performance Rights

Organizations (PROs). There are three dominant ones in the United States: ASCAP, BMI, and SESAC. Each does the same thing: they act on behalf of the songwriters who have affiliated with them, and issue licenses to those who wish to broadcast (i.e. publicly perform) these artists' copyrighted songs. Further, these PROs distribute the money they collect in license fees from these broadcasters to their members whose copyrighted songs are publicly performed.

For instance, club owners pay the PROs a flat annual license fee that allows artists to perform copyrighted music in their club. This is how any artist is able to stand up on any stage and sing a Bob Dylan song. The PROs use a variety of methods (including visiting clubs) to determine which songs are being publicly performed.

In a similar fashion, the PROs monitor radio play and music played on TV in order to determine which of the writers who have affiliated with them are having their copyrighted works publicly performed.

For all of the above, only one copyright holder gets paid: The Songwriter (the ©). This means, for instance, that every time Columbia Records' version of Whitney Houston singing Dolly Parton's song "I Will Always Love You" is played on the radio, broadcast on TV or performed by Whitney Houston in concert, it is Dolly Parton (and those who represent her) who receive the public performance royalties from the PRO. Columbia Records and Whitney get nothing.

This exclusive right to publicly perform a copyrighted work is incredibly important for artists and songwriters to understand as it can generate significant amounts of money.

In order to receive this royalty, the writer must become a member of one of the above-mentioned PROs, and then register each song.

RIGHT V: RIGHT TO DISTRIBUTE

Once you write down or record an original song, you get the exclusive right to distribute.

With respect to CDs, vinyl, or downloads (also known as "phonorecords"), this simply means no one can sell, rent, or lease copies of your songs without an agreement in place. So, if you are an artist who releases your own records, and you want someone to distribute copies of your records (either physically or digitally), you must enter into an agreement with the distributor to do so.

In addition, there are important elements of the "right to distribute" that relate to the use of music in movies and TV shows. Below, we address each of these things.

First Sale Doctrine

One wrinkle with respect to the right to distribute is that once someone buys a copy of copyrighted work (like a CD), they are able to resell, rent, or lend those works (i.e. give it to a friend or sell it on eBay). This is known as the "First Sale Doctrine". This is how used CD stores and libraries, for example, are not infringing on the exclusive right of distribution held by the author or publisher of the work.

First Sale Doctrine as it Applies to Digital Copies

The First Sale Doctrine is different with digital copies like a download or Internet based stream.

Congress passed The Digital Millennium Copyright Act to address issues with respect to the "First Sale Doctrine" in the digital age. It states that while you may purchase a digital copy of a song, you do not have the right to then distribute it digitally in the same way you are able to resell a CD to a used CD store. The rationale, of course, relates to another exclusive right of the copyright holder: the right to reproduce.

When you resell or lend a physical CD that you have bought, you are actually handing over (distributing) the very same copy of the work that you bought. In other words, you are not reproducing that copy. On the other hand, under the law, you are not allowed to buy a CD, burn a copy of it, and sell that burned copy to a used CD store, because you're violating the exclusive right to reproduce. Similarly, in a digital world, you cannot download a song to your hard drive,

and then sell a copy of that song (keeping a copy on your hard drive), because you are reproducing the work, and you don't have the right to do so.

The Right to Distribute as it Applies to Synchronizations - film and TV placement

One key component of the right to distribute is its impact on the ability to use a song in a TV show or movie. When a producer of a film, TV show, or ad desires to use music in a production, the producer must obtain the rights to use this music from the copyright holder(s).

If, for instance, James Cameron wants to use the Dolly Parton song (the ©) "I Will Always Love You," that was recorded and released on an album by Columbia Records (the ©), Mr. Cameron must make a deal with both Dolly (for the song) and Columbia Records (for the recording of the song). He needs Dolly and Columbia Records to grant him the rights to both reproduce and distribute their copyrights. He does this by offering to pay them a lot of money.

Thus, Mr. Cameron must obtain what is called a "synchronization license" from the copyright holder of the song (Dolly) and a "master usage" license from the label (Columbia Records). These licenses grant Mr. Cameron the right to reproduce and distribute the film with Columbia Records' recording of Dolly's song in it. If he does this without getting the rights, he could be sued for more money than he made off Titanic (well, maybe not, but you get the point).

Some of you may be asking what about the right to have the film shown on TV, and not infringe upon the copyright holder's exclusive rights to publicly perform. The answer, as described in greater detail above in the "Performance Right" section, is that those rights are negotiated with the broadcasters (i.e. the TV stations) on behalf of the copyright holders of the song by the Performance Rights Organizations. One side-note, movie theaters in the US are exempt from paying public performance fees.

The Right to Distribute relates directly back to revenue, as no one may distribute (sell, lend, etc.) your work without your having granted them the rights to do so. Additionally, no one may take your song and use it in a film, TV show, or ad and distribute your work without negotiating with you and getting your permission.

RIGHT VI: DIGITAL TRANSMISSIONS

There are two ways for your music to get "radio" play:

The old fashioned way: AM/FM radio where a "terrestrial" (meaning a broadcast tower sitting here on planet earth) transmits your music to the world via good old fashioned radio waves.

And second, the new "Digital Transmission" way: for the most part, Digital Transmissions happen via the Internet (like Pandora or another Internet radio station); a satellite (Sirius Satellite Radio or Scotty beaming music down to the poor doomed Enterprise Red Shirt); or Cable TV (like Music Choice).

Under federal law, when music is played on AM/FM radio, the person(s) that actually wrote the song must get paid a royalty for the "public performance."

Example:

Columbia Records negotiates a deal with Whitney Houston to sing Dolly Parton's song "I Will Always Love You." Columbia Records' version of the song is played on AM/FM radio. Dolly (Songwriter) gets paid for the public performance, but Columbia (Label) and Whitney (Performer) get nothing for this public performance. Yeah, it's weird, but that's the way it works (and once again, you now know why Paul and John made a lot more money than George and Ringo.)¹

The Digital Performance Right in Sound Recordings Act of 1995 and the Digital Millennium Copyright Act of 1998 (DMCA) changed this by stating when music is played via "digital transmission" radio, Dolly Parton (Songwriter)

AND Whitney Houston (Performer) AND Columbia Records (Label) must get paid. The amount paid to the performer (Whitney) and the record label (Columbia Records) is a rate set by the government.

Therefore, if your recordings have been played via Digital Transmission, U.S. federal law requires that you receive royalties. If it's your song, or your voice, or your instrumental on the recording, you are owed money that is sitting and waiting for you to collect.

To monitor and collect this money, the music streaming companies provide detailed electronic play logs which are matched to individual recordings allowing an entity called SoundExchange to pay out exactly what is earned. As soon as you sign up online for free with SoundExchange (SoundExchange.com), you can collect royalties you've earned dating back to the beginning of collections in 1996.

SoundExchange, a non-profit organization, was appointed by the Library of Congress to collect and distribute these royalties to artists like you. It is free to register with SoundExchange to collect your past or future royalties.

Just to clarify, plays from sites like YouTube or MySpace do not fall under this law because these sites are deemed to be interactive; meaning listeners can select the specific tracks they wish to stream (a function radio does not have). This means that although YouTube, MySpace and others pay a PRO like ASCAP/BMI/SESAC, they are NOT ALSO paying SoundExchange.

If you are the Songwriter (Dolly Parton), the Performer (Whitney Houston) and the Record Label (Columbia Records) and you register with SoundExchange and a PRO like ASCAP/BMI/SESAC you will receive the maximum amount possible each time there is a public performance via Digital Transmission of your music.

¹ For terrestrial AM/FM radio play, every industrialized country in the world, EXCEPT the United States, requires both Whitney (Performer) and Columbia Records (Label) to be paid when they play the song.

SONG CRITIQUES Members may bring a song or lyric on CD (or do it live) to the monthly meeting for critiquing by fellow members. Please bring 20 copies of typed lyric sheet. Out-of-State members may have their songs or lyrics critiqued by sending one submission with 20 typed copies of lyrics to: CSA, PO Box 511, Mystic CT 06355. Include an e-mail address or a double stamped return envelope. Please note that since critiquing is designed to give constructive feedback and suggestions for improvement, songs which are meant only to be shared for self expression (as opposed to critiqued for improvement) should not be submitted. These can be presented in songsharing opportunities.

Questions about CSA Programs? Need to check your Membership status? Have a news item to submit? Want to volunteer for a project? Seeking a collaborator? Change of Address? It's easy to contact CSA.

General Info: www.ctsongs.com **E-mail:** info@ctsongs.com

Change of Address, Newsletter, Membership, Special Projects: CSA membership PO Box 511 Mystic CT 06355 **E-Mail:** info@ctsongwriters.com

CSA on the Web: www.ctsongs.com

• COLLABORATION OPPORTUNITIES AND NETWORKING : CSA provides opportunities to meet collaborators and providers of various music services. Make sure you're listed on our web site.

• SONG SCREENING : CSA helps its members get well-crafted songs targeted to their best potential market. Songs may be screened at meetings or by mail. Selected songs are eligible for inclusion on CSA compilation albums which are often given to industry pros. Songs submitted for screening must have been presented at a prior critique session. (exceptions on a case-by-case basis)

• PARTICIPATION IN CSA MARKETING OUTLETS AND DISTRIBUTION : Recordings by CSA members may be made available to retail outlets, radio stations, or Internet Distribution channels.

COMMUNITY OUTREACH OPPORTUNITIES: The [LUNCH](#) Program offers opportunities to be involved in the production and performance of benefit shows to address hunger and poverty . For details, contact info@ctsongwriting.com

Members receive a free 1 year subscription to the monthly newsletter *Connecticut Songsmith*, free or discounted admission to monthly meetings and critique sessions, participation in the Song Share Sessions, Song Screening Services, eligibility for inclusion on Compilation CDs, free classified ads , and discounts on goods and services.

Enclosed is my check or money order to CSA for \$ _____
Mail to: CSA Membership OR **Go to:** www.ctsongs.com and
 PO Box 511 OR you may join online using
 Mystic CT 06355 PayPal

E-Mail: info@ctsongs.com
An investment in CSA is an investment in yourself!

An Educational, Non-Profit Organization Dedicated to Improving the Art and Craft of Original Music since 1979

JOIN CSA ONLINE OR BY MAIL: www.ctsongs.com/csajoin.htm