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Music right to legal representation clause

Once you've found the perfect song or musician for your production, and you've gotten the go-ahead from the artist or copyright owner, you need to create a Music License Agreement. If you're a musician with the chance to sell the rights to your tune - whether you're going to court by a music company, television producer or advertiser - a well-written Music License agreement ensures you'll get your fair cut. Use the Music License Agreement document if: You own rights to property, such as music, songs, video, which another party will be allowed to use in its multimedia production. Want the right to use certain property, such as music, songs, video, owned by obtaining one person or organization. Skipping on a music license deal could get you in trouble. Most music is copyrighted, and if you want to use a tune in a multimedia production, you should play by the rules. Each musician has heard from artists who have lost control of their rights while their songs play on. A music license agreement protects both parties when you settle in advance about whether to pay royalties as a percentage of income, for a set amount for each use, or under a different arrangement. Where will the song be used, and for how long? Can it only be used in a specific geographical area? Can the buyer transfer the rights without the composer's consent? Can the song be duplicated? You can lay it all out in a music license agreement. Whether your choice is a Top 40 hit, golden oldie or obscure indie, this simple and flexible document can help protect your interests. Other names for this document: Music Licensing Agreement, Music License Contract Image source - This article was written by M.Arjun, a 5th-year student studying in State Law College, Thrissur. This article deals with the Essentials of a music license agreement. Introduction If there is something in this diverse world that people everywhere accept and worship, it is very obvious that music falls under this section. Music is loved for various reasons such as for entertainment, stress relief and even for emotional reboots. Artists put in a lot of hard work for creating musical works. They are recognized and rewarded only for their efforts when their work is shared with the public. When a musical work is created, the artist gets the copyright of the song along with a bundle of other rights. The sharing of music must be done in such a way that the rights of the musician and the commercial value of his work are preserved. A well-drafted music license agreement can serve this purpose. Needing a music license agreement artists who create musical works deserves fair compensation for their creation. A musical work created can be used in an abundance of as in a film, album, live performance, online streaming and so on. The primary purpose of a music licence agreement is to the availability of the composition to a third party. It also ensures that the musicians get their fair compensation. A music license agreement mandates certain conditions and controls the use of the musical composition in relation to various circumstances. These include: Confirmation of royalties and mode of payment of royalties; Provisions relating to the time for which the use is allowed; The geography in which the music is allowed to use; Right of license owners to sublicense; Provisions regarding duplication of the song. A music license agreement protects the rights of both parties and places special emphasis on preventing illegal use of the musical work that affects the commercial interests of the parties. Remembering enter into a music license agreement can be detrimental as the creator cannot effectively commercialize his work. A music license agreement protects the copyright of the musical work and reduces the chances of infringement. A music license agreement, which safeguards the interest of parties, enables the musical work to reach a wide number of audiences. How does it work? Owners or composers of a musical job cannot enter into a music license agreement with each party interested in using their music. Creating a music license agreement for each licensee is a cumbersome process. For this purpose, artists or owners of the musical work enter into a music license agreement with the publishing houses. Musicians themselves can publish their work on certain platforms like the Soundcloud. But the majority of the publication is done by the publishing houses. Artists are paid a lump sum or royalties as per sales in return. These publishing houses are mostly members of various copyright associations registered under section 33 of the Indian Copyright Act 1957. Necessities of music license agreement Some of the basic clauses to be added to a music license agreement include: License Award This clause is the most important section within a music license agreement. This explains the nature and extent of the license. The licensee must explicitly specify whether the license is a non-exclusive license or an exclusive license. An exclusive license prevents the licensee from further licensing the work. A non-exclusive license could allow the licensee to license the work with other potential licensees. The right of the licensee to further sublicense the work must be referenced in this clause. Even if a non-exclusive license is granted, the licensee or the publisher can restrict or impose certain conditions that prevent the licensee from working on different platforms such as CDs, websites or radio The licensee can also mandate the geographic limit within which the license will be effective. As mentioned earlier, comes with a bundle of rights. For eg, the can grant a license solely for use in the film and retain the rights of the song in relation to online streaming, albums, public performances and so on. This clause must also provide the purpose and customs for which the license is granted. Royalties and Payments The musician or the licensee is paid a certain amount of money in exchange for the licensee granted to the licensee. These payments are made either on a lump sum basis or as royalty on each broadcast. The licensee can also contract for an initial amount along with royalties on further use. The time limit within which the payment must be made must also be specified along with the terms regarding interest on late payments. Rights and Obligations This clause mainly sets out the rights and duties of the parties in relation to the licence. The licensee must provide a clause to retain all the rights other than those licensed. He can also postpone a provision to set his name as the owner in all promotional activities of the musical compensation. The main idea behind this clause is to prevent the licensee from using the ownership rights or any other rights that are not granted. Term and termination The term specifies the date from which the agreement takes effect. The period for which the agreement will remain in force must be stated under this clause. If there is any provision for automatic renewal, it should be explicitly called. The conditions for termination and the notice period for avoiding the automatic renewal of the agreement must be mentioned without delay. Effect on Termination This clause specifies the effect of termination on the rights granted to the licensee. It also lists several provisions that will survive the termination of the agreement such as the payments and royalties clause. Indemnification The copyright owner will indemnify the licensee of all the damages and third party claims committed by the owner of the copyright. Similarly, the freedom clause also makes the licensee of all damages and expenses caused by the use of the musical work by the licensee. Representation and guarantees The licensee of a music licence agreement must make certain guarantees in the agreement. The publisher or the owner of the musical work must be required to make a representation to the licensee that he is a member of a registered copyright association. Similarly, he will also be directed to make a representation that the musical work is new and original so as not to violate the intellectual property of any third party. The licensee will also strike that he owns all the exclusive rights regarding the musical work. Click on top Resolution A dispute resolution clause, as essential to any agreement also forms an important part of a music licence agreement. The parties must agree the laws by which the agreement will be promonituted or interpreted. If the parties prefer arbitration as the dispute resolution mechanism, they should agree on features such as the number of arbiters, the place of arbitration, method and so on. The choice of law and dispute resolution must be dealt with utmost importance, especially in cross-border licences. Miscellaneous terms Apart from these Terms, several other clauses can be added. A separate provision concerning the method of serving the notice among parties may be discussed in terms of a notice clause. A mechanism for change and amendment of the agreement can be set out in a separate clause. Several other provisions such as binding the agreement on the successors to the parties and clauses that give the agreement the dominant status can be added. Apart from these clauses, various boilerplate clauses such as waiver and seriousness should also be part of the music license agreement.your Role of Copyright Associations Copyright Associations plays an important role throughout the music licence process. Copyright associations registered under section 33 of the Indian Copyright Act 1957 work for the management and protection of copyright owned by the authors of the work. They can issue licenses for any copyrighted work in accordance with the Copyright Act. They offer a license to all the third parties and collect the licensing fees of them. After deducting their administrative fee, these amounts are distributed among the creators of the copyrighted work. Therefore, many musicians, composers and publishing houses are members of copyright associations. Copyright associations act like middlemen to secure the copyright, as well as ensuring that the owners of the copyright are rewarded for their work. Third parties such as copyright associations are specialized in what they do and can effectively monitor the rights to prevent any type of violation PPL (Phonographic Performance Limited) and IPRS (Indian Performing Rights Association) are the two most popular public performance licensing entities in India. Initially, both were registered as copyright associations under the Act, but the 2012 Amendment to the Act brought in many uncertainties under the copyright associations. With the 2012 amendment, they had to re-register under the Act and agree to new rules and procedures. Meanwhile, IPRS re-registered itself as a copyright association under the Act in 2017. PPL, the UK performance rights organisation has not re-registered and still functions as a private limited company registered under the Companies Act. There are many ambiguities regarding the functioning of several third-party licensing organizations in India. Section 33 of the Copyright Act prevents any third party other than a copyright association a licence for the Work. However, the Bombay Supreme Court, in the case of Leopold Café Stores v. Novex Communications Pvt. Ltd. held that Novex Communications, a non-registered third-party licensing organization, cannot issue a license under section 33 of the Act. But the court also held that an owner of a copyright per article 30 could authorize an agent for issuing a license for his copyrighted works. The conflicting provisions incorporated by these 2 sections are now legally used by these non-registered licensing organizations. However, licensing under this provision can only be done under the name of the original owner and not the third party association. Music license agreement and end users end users refer to common users who consume music. They are not directly related to a music license agreement. On the other hand, the aftermath of a music license agreement is directly related to the end users. A musical work is controlled among the end users through an end-user license agreement. Online streaming platforms like Goa, Hungama, and YouTube are the most common platforms where a lot of musical content is consumed by the end users. Users of these platforms must sign or agree to an end-user license agreement. These agreements prevent illegal distribution or commercial use of the musical work without authorization, thereby enforcing the standards of protection laid down by the indigenous music licence agreement. Users cannot play copyright music or audio recording in public performances and in places like restaurants, bars and salons without the authorization of proper organizations. For example, for playing an audio recording you must obtain a license from PPL. While for playing the music and lyrics, the license is granted by IPRS. Conclusion It's no brainer that the next big thing after the creation of a musical work is to use the musical composition for its mass consumption. The role of a music licence agreement in this process is crucial. There hasn't been much change in recent years as the way a musical work is licensed is considering. But much has changed in the consumption of music. Thanks to new generation technology and ever-rising popularity of the internet. Any content made available is always prone to infringe. The same goes for musical works. But the online music streaming industry has reduced the violation of music. The convenience and cost-effectiveness offered by these platforms helps a lot in preventing musical piracy. The digitization of the licensing process appears to be a boon for the industry. License organizations such as the PPL (Phonographic Performance Limited) have this implemented. As per the Music Consumer Study of 2018, the old physical licensing process only contributed to a 10.8% income. Likewise, the transition to the licensing processes have led to more licensing activities, thereby increasing the revenue of the music licence industry. Referral Students from LawSikho courses regularly produce writing assignments and work on practical exercises as part of their coursework and develop themselves into real practical skills. 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