

Leader Notes

Discipleship Ministries Staff Training: Copyright & Licensing

Part One – Copyright

Basic Music Copyright for Church Staff & Events

- If the music is under copyright, in order to use it you must do one of the following three things. There are no other legal alternatives.
 1. Use the music from its original, published, purchased sources, such as the hymnal. You never need to seek permission to USE the hymnal – only to copy from it.
 2. Make copies or projections under the provisions of one of our music licenses (see below for guidelines).
 3. Request permission from the copyright holder to make copies or to project.
- Public domain. If you make use of published music that is now in the public domain, be certain of that fact and be prepared to demonstrate it to the publisher. In general (but not always), music published in the USA in 1922 and earlier is now public domain. Music published in 1923 and after is now protected under the Sonny Bono Copyright Term Extension Act of 1998, which extended the period of copyright protection from seventy-five to ninety-five years. The effect of this law is that no new works will enter the public domain until January 1, 2019.

Part One – Copyright

COPYRIGHT = the RIGHT to COPY (and do all other things to a work) – “to EXPLOIT the work” and “to CONTROL all rights to the work”
= the right to reproduce and publicly perform the work
= is absolute. There are no built-in exceptions, including churches.
= grants to copyright owners five exclusive rights:
1) reproduction; 2) display; 3) derivative; 4) distribution; 5) performance

TERM OF COPYRIGHT: originally 7 years, now 95

RIGHTS RESERVED TO AND CONTROLLED BY THE COPYRIGHT OWNER

- Right to Make Copies, Sell, Distribute, Arrange, Publish, or Otherwise Exploit the Work
 - The purchase of sheet music gives the right to use, sing, rehearse, study, etc., each single copy purchased. It does not give the right to photocopy additional copies, nor to perform the work in a live public performance, nor to record the work, nor to broadcast a recording or live performance.
 - Obtain from: copyright holder
- Public Performance, or Performance Rights, or Small Performance Rights
 - In order to perform a copyrighted work publicly, the user must obtain performance rights from the copyright owner or representative (publisher, for instance).

- “Public Performance” is defined to include “a public location or any location where a substantial number of persons outside of a normal circle of a family or social acquaintances is gathered.”
 - Also the transmission of a performance by any means, device, or process (broadcast, telephone wire, satellite).
 - Includes recordings broadcast on radio, songs or background music performed as part of a movie or other television program, or live or recorded performances in a bar, restaurant, or church.
 - Includes: playing music before or after a worship service; concerts at which you charge admission or pay musicians or artists; music on hold for telephone system; music through a speaker system in the church office; music for aerobics/exercise class; seminars and conferences; other church functions (youth event, special dinner, concert, BBQ, etc.)
 - Does not include the right to make a recording, video or photocopy of music.
 - Obtained from: ASCAP, BMI, SESAC, copyright owner
- Mechanical Rights
 - The right to record and distribute without visual images a song on a phonorecord (tape, CD, harddrive, floppy disk, thumb drive, MP3, etc.) for private use.
 - Obtain a mechanical license from the copyright holder or The Harry Fox Agency (205 E. 42nd St; New York, NY 101017; ph 212-370-5330; <http://www.nmpa.org/hfa/html>)
 - Synchronization or “Synch” Rights
 - Use of a recording of a musical work in audio-visual form, including motion picture, television program, commercial announcement, music video, or other videotape. Often, the music is “synchronized” or recorded in timed relation with the visual images.
 - Obtained from the copyright holder (or music publisher). There is no central source.
 - Grand Rights, or Dramatic Rights, or Dramatic Performance Rights
 - Includes using the work to tell a story or as part of a story or plot
 - an entire “dramatico-musical work,” such as *Oklahoma* or a choir musical or major work for church
 - one or more musical compositions from such a “dramatico-musical work,” accompanied by any of dialogue, pantomime, dance, stage action, props, costumes – This includes the combination of dance, physical interpretation, or any kind of drama with copyrighted music in church and worship.
 - one or more musical compositions as above as part of a story or plot, even without dialogue, pantomime, dance, stage action, costumes, props, or visual representation
 - performance/presentation of a concert version of a “dramatico-musical work” without costumes, sets, etc.
 - the term “dramatico-musical work” includes, but is not limited to, a musical comedy, oratorio, choral work, opera, play with music, revue, or ballet
 - Obtained from the copyright holder (or music publisher). There is no central source.
 - Digital Transmission Performance Rights
 - Includes Internet webcasting of worship services
 - Highly fluid state today; legal jockeying between copyright owners, publishers, broadcasters, Internet service providers, performance rights organizations, U.S. Congress
 - Involves a combination of performance rights, mechanical rights, synchronization rights
 - Obtained from the copyright holder (or music publisher). There is no central source.
 - WorshipCast License (www.churchca.com/wcl.htm) allows churches to:
 - Webcast worship service and events that include performances of the millions of songs controlled by ASCAP, BMI, and SESAC
 - songs must be performed by your own musicians and singers, or by artists/groups who grant permission to use their recordings of the songs

- does not include: download MP3 or digital audio files, or provide them for download;
webcast third party sound recordings or accompaniment tracks

- The Religious Service Exemption
 - US Copyright Law provides an exception for churches' worship services for:
 - performance of religious music legally purchased, for use in a religious service (primary worship services)
 - Exemption does not cover:
 - concerts or special services
 - performance outside of the church facilities
 - seminars and conferences
 - playing music throughout the church's facility (lobby, offices, narthex before and after services, in book stores, coffee houses, or other church areas)
 - music-on-hold (telephone)
 - social events: BBQs, youth gatherings, dinners
 - dance or aerobic classes
 - making sound and/or video recordings
 - photocopying, arranging, or translating a work
 - broadcasting, telecasting, webcasting
 - Exemption MAY cover non-profit concerts if:
 - no fee, offering, donation, gift, or exchange is provided or charged
 - performers, producers, organizers are not paid
 - there is no profit motive
 - To perform or play music not under the Religious Service Exemption, obtain an annual facility or special events license from ASCAP, BMI, and SESAC

A. Questions to Answer:

1. When is a hymn no longer copyrighted?
2. When can I copy a hymn from the book?
3. When does a hymn become public domain?
4. What are the differences between licenses?
5. What can and can't I do with a license?

B. Current Copyright Laws: Three Different Laws to Know:

1. 1976 Copyright Act: the current basic law
2. Public Law 102-307: enacted 1992
3. 1998 Amendment to the 1976 Copyright Act (Sonny Bono Amendment or Extension)

C. 1976 Copyright Act Provisions

1. For works created after Jan 1, 1978, copyright lasts until 70 years after the author's death.
2. For works for hire created after Jan 1, 1978, copyright is 95 years from publication or 120 years from creation, whichever is shorter.
3. For works created before Jan 1, 1978 but not published or registered by that date: the same as for works created after Jan 1, 1978. However, expiration will never be before Dec 31, 2002
4. For works published before Dec 31, 2002, expiration will not be before Dec 31, 2047.
5. For works created and published or registered before Jan 1, 1978: previous law provided for an initial 28-year copyright term which could be renewed for a second 28-year term in its 28th year
 - a. the 1976 law extended this second term an additional 19 years
 - b. thus, the total copyright life was 75 years if renewed (28+28+19)
 - c. if the copyright holder failed to renew, copyright ended after 28 years

D. Public Law 102-307, enacted 1992

1. Automatically renewed the original term of copyrights secured between Jan 1, 1964 and Dec 31, 1977, even if the copyright holder failed to renew the second term.
 - a. Thus, all works copyrighted 1/1/62-12/31/77 were given 95-year protection

E. 1998 Amendment to the 1976 Law

1. Further extended the renewal term of copyrights still existing on October 27, 1998 for an additional 20 years. Effect: no new works entering the public domain until January 1, 2019.
 - a. Example: “Turn Your Eyes Upon Jesus” (UM Hymnal #349)
 - © 1922 for original 28 year term, until 1950
 - renewed for second 28 year term plus 19 year extension, until 1997
 - since this expiration is prior to the Oct 27, 1998 deadline of the 1998 amendment to the 1976 law, the amendment’s additional 20 years of copyright protection do not apply to this hymn
 - it entered the public domain after 1997.
 - b. Example: “Great Is Thy Faithfulness” (UM Hymnal #140)
 - © 1923, one year after “Turn Your Eyes Upon Jesus”
 - if it HAD NOT been renewed, it would have entered public domain following its first 28 year period of protection after 1951.
 - However, it WAS renewed by Hope Publishing in 1951, and under the pre-1976 law, the renewed copyright would have expired after 1979.
 - The 1976 law extended this second term an additional 19 years, for a total of 75 years, which would have expired after 1998.
 - However, the 1998 amendment to the 1976 law extended protection an additional 20 years.
 - Thus, “Great Is Thy Faithfulness” will not become public domain until after the year 2018, 95 years after its original copyright, and 67 years later than its original protection period.

F. What do I need to know to determine the current copyright status of a hymn or song?

1. Date of creation
2. Date of copyright
3. For works created prior to Jan 1, 1978, whether it was renewed for a second term.

G. How do I find this information?

1. Hymnal page and/or acknowledgment section of a ***NEW*** hymnal.
2. Publisher or copyright holder
3. CCLI: <http://www.ccli.com>, or 1-800-234-2446

H. None of these reasons make photocopying or video projection of copyrighted material legal:

1. It’s from our own denominational hymnal.
2. We have a CCLI (or other) license.
3. We only want to copy the words.
4. We’re a church and want to use it in our worship services.
5. We’re a Sunday School class and want to study this hymn in our class.
6. It’s just so the kids in the youth choir will have the words.

7. It's for educational purposes.
8. We're not going to sell the copies.
9. It's only a one-time use.
10. We don't have the money to purchase copies.
11. It's for the Lord's work.
12. It's Fair Use. (The Fair Use clause never applies to the church.)

Part Two – Licensing

Links To Music Licensing Companies

CCLI (Christian Copyright Licensing, Inc.)
<http://www.ccli.com>

LicenSing (Logos Productions)
<http://www.logosproductions.com/>

OneLicense.net (GIA Music, Inc)
<http://www.onelicense.net>

FOR WHAT MAY I USE THE LICENSE?

Music licenses for use in our building, at our field events, and at events which we co-sponsor. In deciding if an event is covered by our license, use the following.

- licenses may not be used for events in which we have no official sponsorship role, including local church or community worship services or training events.
- licenses may not be used for events in which we have no financial or legal liability.

The rule is simple: the licensing companies issue the licenses for OUR worship, OUR events, OUR staff, OUR work.

The licenses will cover photocopies, home-made song sheets, bulletin inserts, overhead transparencies, and PowerPoint and other projection programs. If you sing a song from a published source, such as a hymnal, songbook, or CD-ROM for that purpose, you do not need to worry about licenses or royalties. Licenses only apply when you want to make copies or use projection.

I. Church Copyright Licensing, Inc (CCLI): Rights Granted for Covered Works

1. Print songs in bulletins, liturgies, programs, and songsheets.
2. Print songs in bound or unbound songbooks compiled by the church.
3. Make overhead transparencies, slides, or electronic storage for visual projection of songs.
4. Print customized vocal and/or instrumental arrangements of songs where no published version is available.
5. Record songs in church worship services by either audio or audio-visual means.

- Copying under 1, 2, & 4 are limited to church size.
- Copies duplicated under 5 may not exceed 15% of church size, and may not be resold for more than \$4 per audio tape or \$12 per video tape.

The following are NOT allowed by CCLI:

1. Rental or sale of copies; church may not receive direct or indirect remuneration, including payment, gift, donation, freewill offering, etc.
2. Distribution or use outside the jurisdiction of church use.
3. Copying or duplicating any choral sheet music, octavo, cantatas, musicals, handbell music, keyboard arrangements, vocal solos or instrumental works.
4. Language translation of songs.
5. Any rights not expressly granted under the license are reserved by the owners.

Duties of the church under CCLI:

1. Check the CCLI list of participating copyright owners (Authorized List) to determine if song is available under the license.
2. Not to alter or change the basic lyric, melody, or fundamental character of the song.
3. Each reproduced version of the song will contain the song title, writer credit(s), and copyright notice in substantially the following form:
 - “Hallelujah,” words and music by John Smith and Mary Doe
 - © 1975 John Smith Music Co.
 - CCLI License #xxxxxx
4. To record use of songs under this license on proper CCLI forms and submit to CCLI by required date of the assigned report period.
5. Not to allow use of, assign, or transfer this license without CCLI approval.
6. Destroy all copies upon expiration of the CCLI license.

OneLicense.Net License Provisions:

1. Determine whether the music and/or words are owned and/or controlled by OneLicense.net.
 - a. licenses may be obtained for annual, event, or single use
2. Copies are for congregational worship or religious workshops
3. License specifically EXCLUDES:
 - a. change, adapt, modify, or translate works
 - b. recording by any means, including audio or video (except for worship service recordings distributed for onetime use to members of the licensed church who are sick, elderly, or shut-in)
 - c. reproducing music intended for choir, keyboard or other instrumental accompaniment, handbells, or any musical element beyond the congregation itself
 - d. EXCEPTION: Words only of choral anthems of publishers covered by the license may be reproduced in the bulletin provided the choir is singing from legally purchased octavos
4. Copies must include full title, writer credits, composer, author, arranger, translator, even if only words are copied. Example:
 - Words: John Doe, © 1988 ABC Music Co.; Music: Jim Brown, © 1990 XYZ Publications. All rights reserved. Reprinted under OneLicense.net #xxxx.
5. Destroy all copies upon expiration of the license.
6. Complete copyright notice must appear on the first page (unless all copyrights are grouped together in one section of the bulletin), and must include:
 - the word Copyright, the symbol ©, the copyright owner as given, the year of the copyright, and the license number.

7. Record and report weekly every instance of use of covered works on the internet web site, or by paper form via surface mail
8. Covered publishers include:
 - Abingdon Press
 - Augsburg Fortress
 - Beckenhorst Press
 - CantaNova
 - Celebration
 - Choristers Guild
 - Church Publishing
 - CRC Publications
 - Concordia Publishing
 - ECS Publishing
 - Fred Bock Music
 - GBGMusik/UMC
 - GIA Publications
 - Good for the Soul Music
 - Hope Publishing
 - Jan-Lee Music
 - Kevin Mayhew
 - Litmus Productions
 - Liturgical Press
 - LNWHymns
 - Lorenz Publishing
 - Manna Music, Inc.
 - Morningstar
 - Northwestern Publishing House
 - Oxford University Press
 - Pilgrim Press
 - Selah Publishing
 - Shawnee Press
 - Troubadour for the Lord
 - Veritas Publications
 - Wayne Leupold Editions

LicenSing License Provisions:

1. Check the LicenSing Directory to see if the copyright holder is listed.
2. If the copyright holder of only the words is listed, then you may use only the words.
3. Reproduce the holder's credit on the page and add the GBOD LicenSing #3014 at the bottom of the page. (Example: title & credits, copyright notice, "Reproduced with permission under license #xxxx, LicenSing - Copyright Cleared Music for Churches.")
4. LicenSing is only for congregational music, never music for choir, handbells, musicals, keyboard, or instrumental music.
5. Covered use includes bulletin, overhead projection, flipchart, songbook.
6. Rights are not transferable to any other group.
7. Copies may not be sold or given away.
8. No changes to any words or music.
9. No language translations are permitted.
10. No recording of the compositions (except for recordings made of worship service to be distributed for onetime use by sick, elderly, and shut-in members of the church holding the license).
11. Frequency of Use Record must be completed and returned according to instructions of LicenSing
12. If license expires, all copies must be destroyed.

LicenSing is a service of Logos Productions, Inc., 1-800-328-0200.

Christian Video Licensing International

1. Umbrella License from the Motion Picture Licensing Corp. (www.cvli.com)
2. Problem: purchase or rental of a video is for private, in-home showing only; it does not cover group showings in church, worship, Sunday School, class study, day care, etc.
3. CVLI license allows for showing in our buildings and at our field events, under the following provisions:
 - a. pastors may use selected movies to illustrate sermon points
 - b. Sunday Schools and youth groups can view the latest videos
 - c. educational classes may show videos for teaching and training. If movies have multiple producers, permission is needed from all copyright holders.
 - d. no charge for admission or viewing
 - e. no videos taped off television or cable TV, or duplicated copies
 - f. may be shown on closed-circuit system
4. CVLI license does not allow:
 - a. reproduce or copy a video or film in whole or in part
 - b. synchronize any portion of a video or film to another medium
 - c. charge admission to view the movie
 - d. advertise or publicize the showing of a movie
 - e. show videos or films on TV broadcast or on the Internet
 - f. edit the movie in any way, including language

CVLI Covered Video Producers

AVID Home Video	New World Pictures
American Portrait Films	October Films
Anime 18	PPI Entertainment
Arena Home Video	Praise Home Video
Artisan Entertainment	RKO Pictures
Best Film & Video	Republic Pictures
Bridgestone Multimedia Group	Scholastic Entertainment
Buena Vista Pictures	Showdown Home Video
Central Park Media	Solar Home Video
Cinematique Collection	Sony Pictures Classics
Concorde/New Horizons	Stardance Entertainment
Family Entertainment Library	Touchstone Pictures
Family Home Entertainment	Trimark Pictures
Gateway Films	Turner Home Entertainment
Hanna-Barbera	US Manga Corps
Hollywood Pictures	Vestron Video
International Film Forum	Vidmark Entertainment
Kidmark Entertainment	Vision Video
LIVE Entertainment	Walt Disney Pictures
Learning Corporation of America	Warner Brothers
McGraw-Hill	World Vision
Metro-Goldwyn-Mayer (pre-1986 titles)	Xenon Home Video
Millennium/Nu Image Films	

WHAT DO I PLACE ON THE BOTTOM OF EACH COPY OR SLIDE OF A SONG?

- CCLI: song title, writer credit(s), copyright notice, and license number in the following format:

“Hallelujah” by John Smith and Mary Doe
© 1975 John Smith Music Co.
CCLI License #xxxxxx

- LicenSing: copyright holder’s information just as it appears on the original, and the LicenSing license #xxxxx in the following format:

“Hallelujah” by John Smith and Mary Doe; © 1975 John Smith Music Co. Reproduced with permission under License #xxxxx, LicenSing – Copyright Cleared Music for Churches.

- OneLicense.net: Copyright notice must appear on the first page, unless all copyrights are grouped together on one page, and must include:

Words: John Doe, © 1988 ABC Music Co.; Music: Jim Brown, © 1990 XYZ Publications. All rights reserved. Reprinted under OneLicense.net #A-702236.