



Copyrights give the copyright owner exclusive rights over their original works. While not all works are copyrightable, a few examples of copyrightable materials include movies, literary works, live performances, sound recordings, radio broadcasts, and even software. On the other hand, ideas, concepts, and facts cannot be copyrighted, and in order for a work to be eligible for a copyright, it must be in a fixed tangible form, such as a drawing on paper.

As a copyright owner, you have certain rights that are exclusive to you, such as the right to display your work, distribute your work, make derivative works (a digital version of a published book, for example), and reproduce your work. You also have the right to authorize an agent to exercise your exclusive rights or transfer your copyright, in whole or in part.

Generally speaking, a copyright can be transferred to another party through an assignment or a license. An assignment means that you sell or give the copyright to another person or entity, which would result in your loss of copyright control. If you grant someone a copyright license, on the other hand, you are still the owner of the copyright, but the person who is granted the license (the licensee) can legally exercise some or all of the copyright owner's rights. A copyright license is a practical option for copyright owners who want to maintain control over how the licensee uses the rights.

Most people think that whoever actually makes a creative work owns the copyright in that work, but that often isn't the case. Artists, authors, and musicians can transfer copyright ownership or license certain rights of copyright ownership to other parties. Sometimes multiple people can also simultaneously have ownership of the copyright in creative work.

### **When Creators Don't Own Copyrights**

Here are some examples of when the creator of a work doesn't own the copyright in the work:

#### **Work Made for an Employer**

When the creator of a work is an employee of a business, the business owns the copyright as long as the employee created the work within the scope of their employment.

#### **Work for Hire**

Companies sometimes hire independent contractors, and the copyrights in the work that those independent contractors produce rest with the hiring company.

#### **Work Sold to Another**



It's possible for the creator of a work to sell the entire copyright to someone else. At that point, the creator assigns all their rights in the work to the other person.

### **Joint Copyright Ownership**

If a work has two creators and their contributions are inseparable and part of a single creation, the work is considered a "joint work", and both authors have ownership of the copyright. Unless the creators agree to a different arrangement, each can take advantage of one of the rights included in the copyright as long as both creators share the income equally.

### **How Does a Copyright License Work?**

If you've composed a written work or song that you wish to promote commercially, you will want to license your work to allow others to distribute or perform it for a fee. A license may be exclusive or nonexclusive and can be restricted by factors such as purpose, territory, duration, and media.

An exclusive license allows only the party who signed an agreement with you (the licensee) to exercise the right being licensed. A nonexclusive license allows multiple licensees to exercise the same rights being transferred in the license. Exclusive licenses typically must be in writing to be valid, given the broad scope of such licenses, and all licenses should be recorded with COSOTA.

For example, if you've written a novel and wish to market it through a publisher, you can enter into a license agreement which grants the publisher the rights to copy and distribute the book in a specified geographic region. The publisher would enjoy these rights for the time period specified in the agreement. Unless specified in your agreement, the publisher would not have other rights related to your novel, such as the right to distribute the novel as an audio book or the right to turn it into a movie.

### **Implied Licenses**

While a written licensing agreement helps eliminate any confusion over the use and ownership of a copyright, an *implied* copyright license may exist in some situations. Generally, courts will recognize a license when the conduct of the parties implies such a relationship. In the absence of a written licensing agreement, courts generally base the scope of the implied license on the common practices within the community. As noted above, exclusive licenses may not be implied.



For example, suppose a children's breakfast cereal enters into a verbal agreement with a production company to use images from one of their cartoons on the front of the box. A court likely wouldn't allow the cereal maker to produce its own show using these characters, limiting the scope of the license to just the cereal box.

### **Agree on Songwriter Credits Immediately**

Among songwriter tips, an important one is regarding songwriter credits. When you are co-writing music, be sure to specify how revenues and credits will be sorted out, as soon as you finish the songwriting. If you don't do this right away, you could find yourself arguing about how to split credits and revenue with people you don't work with anymore. This could take some time and may cause delays. Be sure to include any non-writing members you want to share in the income. Although you don't need a formal contract, you do need to put your agreement in writing. If you are in a band that is already earning money, owns its own equipment, and has a working career, you should consider using a band partnership agreement.

### **How to Split Songwriting Credits**

If you contributed in any way to a song's structure, chord progressions, or lyrics, you are given a copyright to that song. Even if you only contribute to a section of the song, such as by creating the rhythm section, you have copyright ownership interests. The most straightforward ways to decide who gets songwriter credits are to have the members of the band determine who contributed to the song, or decide that every contributor shares equally in the band-written songs.

### **Copyright is Automatic**

Registering songs with the COSOTA is unnecessary to secure your copyright. As long as your song is original, meaning it is yours and was not copied from some other source, and fixed, meaning it exists in some hardcopy form (like on sheet music, a tape, or on a computer), your song is copyrighted. You should still register your song to help protect it from copyright infringement. Having your copyright registered will help you in any infringement cases so long as you register it before any infringements.

### **Transferring your Copyright**

Whenever you sign with a major music publisher, you give up the copyright of the song to the publisher. In return, the songwriter receives a large portion of the royalties and often earns the bigger share from the publisher's work. It is best to have an attorney review the



deal for you, to ensure your best interests.

### **Be Smart About Marketing your Songs**

Radio used to be the way to get your song heard by the masses. Technology has changed all of this. Market your music in ways that will open up licensing opportunities for you.

Consider using

- Music streaming services like Spotify;
- Social media and the Internet;
- Video games;
- Advertising agencies;
- Motion pictures;
- TV companies.

### **Using a Publisher, Despite Lower Revenue**

Songwriters who publish on their own, instead of using a publishing company, receive 100 percent of the revenue. If you use a music publisher, the publisher gets part of your earnings, and you will probably receive between 60-75 percent. Established music publishers are better connected and able to book you more lucrative deals and publicity than if you were on your own.

### **Copyright Ownership Rights**

There are several basic rights that come along with a copyright. These rights include:

1. to reproduce the copyrighted work in copies or phonorecords;
2. to prepare derivative works based upon the copyrighted work;
3. to distribute copies or phonorecords of the copyrighted work to the public by sale or other transfer of ownership, or by rental, lease, or lending;
4. in the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the copyrighted work publicly;
5. in the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the copyrighted work publicly; and
6. in the case of sound recordings, to perform the copyrighted work publicly by means of a digital audio transmission.



Because there are so many rights associated with each type of creative work, creators can sell or license certain rights or combinations of rights. This adds a great deal of flexibility when it comes to copyright ownership.

### **Methods of Transferring Copyrights**

Most of the time, a creator will need to transfer some or all of the rights to the work in order to market it. If the creator transfers all ownership rights with no limitations, it is known as an “assignment”; if the creator transfers only some of the rights or places a time limit on the transfer, it is known as a “license”.

There are many ways that copyrights can change hands. Besides an assignment or a transfer, copyrights can act as a security for an obligation or can transfer upon an owner’s death. A court can also order the transfer of a copyright in certain situations, such as divorce.