

# Copyright and Licensing Issues for the College Marching Band Director

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Mark Spede, Director of Bands at Clemson University

## 1) “Permission to Adapt/Arrange”

In order to perform or record music written by someone other than yourself, it must be purchased through a publisher. If you buy a marching band arrangement through Hal Leonard, Warner Brothers, Arranger’s Publishing, etc., no need to do anything. If you wish to modify a published arrangement, you must receive “permission to adapt” from that publisher. If you wish to have a brand new arrangement, and a publisher already has a marching band arrangement, generally they will grant you “permission to adapt” if you purchase their version *and* pay a fee. If you wish to have a brand new arrangement of something that is not already arranged for marching band, then you must obtain “permission to arrange” and usually pay a fee. Start your song search at [ascap.com](http://ascap.com) to find the publisher (try [bmi.com](http://bmi.com) if you can’t find it on [ascap.com](http://ascap.com)). Contact the publisher for permission to arrange or adapt. Typical fee is \$150.

## 2) “Performance Rights”

Most universities pay blanket fees to ASCAP, BMI, and SESAC to cover guest artists, professional groups that charge admission, internet audio transmissions, and yes, even marching bands performing in front of a paying football crowd.

## 3) “Mechanical License”

In order to legally record and distribute copyrighted music, you must obtain a “mechanical license” for that song. Statutory mechanical royalty rate is Standard rate is 9.1 cents per song (under 5 minutes in length) per copy (so a CD with 10 songs on it will cost you 91 cents per copy). If you are going to produce a relatively small number of copies (under 500), it may make sense to contact the publisher directly (as you would for “permission to arrange/adapt”). For larger numbers, obtain mechanicals from the Harry Fox agency web site. If you intend to make 2,500 copies or more, the process becomes a bit more complicated, but you could break the order up into multiple sums (i.e. 2499 on one order and 1501 on another to get 4000). Requests for lowering the statutory rate must be made directly to the publisher (not Harry Fox). These requests are usually met with limited or no success.

Harry Fox Agency ([harryfox.com](http://harryfox.com))

is the foremost mechanical licensing, collection, and distribution agency for U.S. music publishers. It falls under the National Music Publishers Association ([nmpa.org](http://nmpa.org)) umbrella.

#### **4) Internet**

Streaming audio is under legislative discussion; there is currently no rate. Most instances are covered by the blanket fees paid to ASCAP, BMI, and SESAC, but an ADA lawsuit victory is changing the way educational institutions will use audio and video on the internet. Follow up at your own institution for compliance!

#### **Other useful sources:**

Althouse, Jay. *Copyright: The Complete Guide for Music Educators*. East Stroudsburg, PA: Music in Action, 1984.

Music Publishers' Association  
[www.mpa.org](http://www.mpa.org)

Bands of America Copyright Guide  
[http://www.bands.org/Public/resourceroom/copyright/copyright\\_guide.asp](http://www.bands.org/Public/resourceroom/copyright/copyright_guide.asp)

United States Copyright Office  
[www.copyright.gov](http://www.copyright.gov)



**CLEMSON UNIVERSITY TIGER MARCHING BAND  
REQUEST FOR PERMISSION TO ARRANGE**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name of Publisher)

Address: \_\_\_\_\_

\_\_\_\_\_

Publisher:

We hereby request your permission and non-exclusive license to arrange the following musical composition.

\_\_\_\_\_

By: \_\_\_\_\_ (words)

\_\_\_\_\_ (music)

(hereinafter referred to as "The Arrangement")

1. The Arrangement will be for Clemson University Marching Band. We will produce copies of the Arrangement for use and performance only by our students.
2. No right to record or to reproduce additional copies is granted to us. We understand that if we wish to record The Arrangement a separate license will be required. We agree not to distribute (except for use of copies as provided in Paragraph 1), sell, loan or lease copies of The Arrangement to anyone.

PART 2

3. All copies of The Arrangement shall bear the following copyright notice and the words "arranged by permission" at the bottom of the first page of music of each part of The Arrangement.

(Copyright notice)\_\_\_\_\_

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4. We will have The Arrangement made by a person connected with us as our employee for hire, without any payment obligation on your part, and on our signature below, together with yours underneath the words "Permission Granted" below shall assign to you all of our right in The Arrangement and the copyright in The Arrangement together with the sole right of registering the copyright as a work made for hire in your name or the name of your designee.

5. Additional provisions (if applicable):

6. In consideration of your permission to arrange, we will pay you \$\_\_\_\_\_ upon the granting by you of the permission requested.

7. The license agreement sets forth our entire understanding and may not be modified or amended except by written agreement signed by both of us.

Very truly yours,

Clemson University Bands  
119 Brooks Center  
Clemson, SC 29634

By: Dr. Mark Spede, Director of Bands

PERMISSION GRANTED:

By:\_\_\_\_\_ Date\_\_\_\_\_