

Getting Church Copyright Right

By Michael Mangan (APMN National Chair)

In my joint roles as a member of the APMN executive, composer and publisher, I receive many queries about music ministry and liturgical music in general. One of the areas most frequently raised centres on church music copyright. This has always been widely misunderstood but it appears to have raised further questions for some members of our faith community since *LicenSing* and *Word of Life* have come under the single umbrella of **ONE LICENSE**.

Copyright provisions and requirements for church music cannot be ignored. The priest who “doesn’t believe in copyright” or the church organist who is adamant that liturgical music “should be provided free for the glory of God” are unfortunately on the wrong side of a moral and justice argument, and are also placing themselves, and their parishes, in legal danger.

What is copyright?

Australian copyright law protects the rights of the creators of literary, dramatic, musical and artistic works, recordings and published editions. The owner of the copyright, usually the creator and/or publisher, have the legal right to control the reproduction, publishing, communication, adaptation or public performance of their work and to receive fair recompense for their artistic creation. In Australia, and many other countries, a creator also has the right of attribution i.e. to be acknowledged as the creator of the work.

Moral & Justice Considerations

While less prevalent now, there was once a widely held belief that liturgical and religious music was composed for the glory of God and should therefore be provided free of charge for Church use. This sounds wonderful in principle but overlooks the fact that many composers devote their professional lives to providing quality music for the Church. Like any professional, they require a financial return to support them in this important vocation. Similarly, publishers invest considerable amounts to make recordings, hymnals and sheet music available and need to receive an appropriate return to enable their service to the Church to remain viable.

No parish expects to receive a continuous free supply of communion wafers, altar wine, church candles or incense, yet some believed that the work of composers and publishers should be provided at no cost. These people tended to forget that a composer’s rent, food, petrol and electricity costs the same as everyone else’s! Thankfully, the vast majority of the Church supports the right of those who create and supply liturgical music to fair and just compensation and recognises the value that good music brings to liturgy and Church life.

Legal Considerations

The owners of copyright are able to take legal action against an individual or entity that infringes any of their rights. Australian Catholic parishes have been subject to legal action in the past when it was discovered that they were making illegal photocopies of sheet music or

displaying or reprinting song lyrics without permission. **Whether you agree with the concept of copyright or not, is irrelevant. It is the law!**

Copyright Issues for Churches

The two primary (but not sole) aspects of music copyright that are of concern to parishes are:

1. The provision of the lyrics and melody lines for the congregation so that they can participate in sung worship.
2. The provision of sheet music, keyboard and choral arrangements, and instrumental parts for the members of the music ministry team.

These are two completely different areas and must not be confused.

1. RE-PRINT LICENCE - Lyrics & Melodies for the Congregation

If members of the congregation in your parish sing **exclusively** from a published hymnal you have no further copyright obligations in this area. The copyright royalties have already been distributed to the composers and publishers when each pew hymnal was purchased.

However, if your parish prints song lyrics and/or melody lines in song sheets, temporary local hymnals, newsletters, or displays them on screens through any projection system **you have legal copyright obligations.** (*The only exception to this is if the copyrighted material used is in the 'Public Domain.'* However, it is most unlikely that every piece reprinted or displayed is in the public domain – **See below for details about public domain.*)

To legally print or display lyrics and/or melody lines for the congregation, **your parish MUST have a licence which allows you to do so.** If you do not have a licence you are in breach of the law and are liable to legal prosecution, not to mention that you are also ignoring the moral obligations outlined above. In Australia and New Zealand there are two companies which offer the necessary music copyright licences to churches. Both charge an annual fee based on the size of your Mass attendance and the types of licence options you require.

ONE LICENCE (which includes an amalgamation of *LicenSing* and *Word of Life*) licenses the vast majority of Catholic repertoire. Its member publishers include the “big three” of *GIA*, *OCP* and *WLP* along with dozens of others, including *Wild Goose*, *Taize*, *Spirit & Song* and the main Australian Catholic publishers and composers.

CCLI represents many of the other non-Catholic Christian denominations, especially Evangelical and Pentecostal publishers including *Hillsong*, *Crossroads* and *Hosanna Integrity* along with some of the smaller Catholic publishers.

It is important to note that GIA, OCP and WLP (David Haas, Marty Haugen, Michael Joncas, Bernadette Farrell, Taize etc.) **are NOT covered under a CCLI licence. Also be aware that CCLI cannot licence the reprint or display of any Mass settings as they do not have an agreement with ICEL which owns the copyright to the texts.** If your parish is reprinting or displaying lyrics and melody lines, it would be incredibly difficult to cover Catholic seasonal

and liturgical repertoire without a *ONE LICENSE* copyright licence in place. It would be impractical for a Catholic parish to try to operate solely under a *CCLI* licence, however some parishes may choose to also subscribe to a *CCLI* licence for supplementary repertoire.

Obligations under the Terms of the Licence

Once your parish has subscribed to a music copyright licence **there are further obligations.**

a. Reporting

Under the terms of the licence you MUST report all the songs which have been printed or displayed at every Mass or worship gathering during each week, including weddings and funerals. These reports are necessary so that royalties can be fairly and accurately distributed to the composers and publishers whose songs have been used in your parish that week. The reports are done online and are very easy to use once the system is initially set up. **NB. The reports must also include the printing or display of all psalms, acclamations and Mass settings used.** (*A ONE LICENSE licence is required for Mass settings – see above.*)

b. Acknowledgement

A copyright acknowledgement must also be included on every reprint, Mass booklet or on slides of song lyrics or melodies displayed on screens. The acknowledgement must include the author/composer, the copyright year and publisher, along with the licensing body and your licence number e.g.

“Song of Gathering” Words & Music: Mary J Composer © 2013 XYZ Publications.
Reprinted with permission under ONE LICENSE # A-000000. All rights reserved.

Reprinting or display of Mass settings or psalms must acknowledge the copyright owner of the text and the music e.g.

“Holy, Holy, Holy” – New Mass by Mary J Composer. Words: Excerpts from the English translation of *The Roman Missal* © 2010, ICEL. All rights reserved.
Music: © 2013 XYZ Publications. Reprinted with permission under ONE LICENSE #A-000000. All rights reserved.

This copyright acknowledgement must be in a large enough font to be legible for those reading it.

Types of Re-print Licences

The most common licence is an **Annual** reprint licence which covers a parish or school for all their congregational reprint or display needs for a whole year. **Single-use licences** are available for a one-time happening and **Event licences** cover an event such as a conference for up to one week. An online report of the music used must still be submitted for these licences.

2. Printed Sheet Music for Musicians and Choirs

Sheet music containing choral or keyboard arrangements, guitar chords or instrumental parts **cannot be copied for musicians and singers under the reprint licence above.**

ONE LICENSE does not allow any scanning, photocopying or digital sharing of any sheet music (except SATB arrangements for congregations that normally sing in parts.) Each musician or singer must perform from a commercially published edition of the song. Alternatively, a sufficient number of reprints of a downloadable version of the arrangement of the song must have been purchased from the publisher.

CCLI does have a music reprint licence available, however, as mentioned above, much Catholic liturgical music is not available under a CCLI licence.

Who must hold a Licence?

A reprint licence for a public liturgical, prayer or worship event must be held by the **organising entity** i.e. each individual parish or school. An Annual Reprint Licence would then cover the reprinting or display of all music used at Masses, weddings, funerals, prayer meetings or worship gatherings for the whole year. Diocesan licences, which cover all parishes in the diocese, are also available at a discounted group rate. As outlined above, all music used must still be reported.

Catholic Schools & Worship Licences

Catholic Education Offices often hold blanket licences for all of their schools from agencies such as APRA, AMCOS and CAL. However, **these licences do not cover public worship** e.g. school or class Masses, prayer assemblies or other liturgies. Consequently, to print or project song lyrics or melodies for any gathering for liturgy, prayer or worship, **Catholic schools require their own Annual Reprint Licence.** The school is the organising entity for school Masses and liturgies throughout the year, even if these are held in the local parish church. Once again, discounted group licences are available to cover all schools in a Diocesan education office district. **NB. Each individual school must still report the songs that have been used in their celebrations each week.**

Other Licence Types

For those who are interested, *ONE LICENSE* and *CCLI* both have various “add-on” licence options available for podcasts, live streaming of services, rehearsal tracks etc. More information on these can be obtained from their websites below.

Summary

- There is a **moral and legal obligation to respect copyright law** and the rights of composers and publishers.
- If your parish or school prints song lyrics or projects them on to a screen for any prayer, worship or liturgical celebration **you must purchase a licence which allows you to do so.**

- Under the terms of your licence **you must display a copyright acknowledgement** for each song and **report the songs you use** at each liturgical celebration to the licensing agency.

It's really not that hard - let's all do the right thing and get church copyright right!

Public Domain

** In Australia, copyright **in the music and lyrics of a song** expires, and enters the 'public domain', **70 years after the composer's death**. Copyright in the **actual image of a printed edition** (i.e. sheet music or published arrangement) expires 25 years after its publication.*

NB. This can be a very tricky area as a newly published arrangement of an old song will not be in the public domain even if the composer has been dead for more than 70 years. Similarly, a piece of sheet music which was published 30 years ago will not be in the public domain unless the composer passed away more than 70 years ago.

Links

One License: <http://onelicense.net>

CCLI: <https://au.ccli.com>