

Are there changes from the previous Agreement?

There are no major changes from the last agreement, signed in 2002, except for the term of the license.

What is not covered by the license?

- Performances by college radio or television stations — they are licensed by a special provision of the 1976 Copyright Act, or, if they are commercial broadcasting stations, by other ASCAP licenses;
- Performances at locations off-campus not engaged by your institution. For example, performances by the college marching band at a parade, bowl game or similar athletic activity, or by the student choir when on tour and presented by a local promoter;
- Performances at concerts or recitals which are co-sponsored, co-promoted or co-presented by you and any third party entity engaged in the concert promotion or presenting business, either for-profit or not-for-profit (for these events, concert promoters or IRS recognized not-for-profit organizations, rather than you, will be responsible).
- Dramatic performances, such as a performance of music as part of a musical comedy, opera, play with music, revue or ballet presented in its entirety or the performance of one or more musical selections from such a musical or opera accompanied by dialogue, pantomime, dance or stage action (the right to present dramatic performances must be obtained directly from the copyright owner).

YOU DON'T NEED A PH.D. TO UNDERSTAND THIS ASCAP Q&A

When the band plays your school fight song, fans aren't the only ones who are smiling. So are the writers who created the music. Music plays an important role on your campus.

This brochure has been designed to answer your questions about music rights, the copyright law and ASCAP. With one license, ASCAP saves you time, expense and the burden of contacting thousands of individual songwriters and negotiating each agreement. At ASCAP, we want to help you turn up the volume of education with the world's greatest music.

What kind of music is in the ASCAP repertory?

ASCAP represents every kind of music. ASCAP's repertory includes pop, rock, alternative, country, R&B, rap, hip-hop, Latin, film music, television music, folk, roots, blues, jazz, reggae, gospel, contemporary Christian, new age, theater, cabaret, dance, electronic, symphonic, chamber, choral, band, concert, educational and children's music—the entire musical spectrum.

ASCAP is home to the greatest names in American music, past and present, as well as thousands of writers in the earlier stages of their careers. ASCAP members include Irving Berlin, Stevie Wonder, Bruce Springsteen, Leonard Bernstein, Madonna, Wynton Marsalis, Stephen Sondheim, Mary J. Blige, Jay Z, Michael W. Smith, Duke Ellington, Rodgers and Hammerstein, Big 'N Rich, Tito Puente, the Dixie Chicks, Dave Matthews, Beyonce, Henry Mancini—just to name a few.

Among the works in the ASCAP repertory are: "Appalachian Spring," "Purple Haze," "Boulevard of Broken Dreams" "Ain't No Mountain High Enough," "How Do I Live," "Oh Happy Day," "Beautiful," "I Swear," "A Night in Tunisia," "Moon River," "Crazy," "Just the Way You Are," "I Shot the Sheriff," "My Girl," "Hello Dolly," "When Doves Cry," "Jailhouse Rock," "Not Ready To Make Nice," "Like A Rock," "Like A Virgin," and "Born in the U.S.A."

Information about specific works and ASCAP members can be obtained in a variety of ways. Separate data bases of works in the ASCAP repertory that have been registered with ASCAP since January 1, 1991, or identified in ASCAP's surveys of performed works since January 1, 1978, are available online at the ASCAP website, www.ascap.com (click on "ACE Title Search"). The ACE Database can also be used to determine whether a particular songwriter or composer is a member of ASCAP. The same data contained in the ACE database is also available on DVD and can be purchased at a cost of \$5.00 by written request to: ASCAP, One Lincoln Plaza, New York, NY 10023, attn: Director of Repertory. More comprehensive records of the titles, dates of U.S. Copyright registration (if any), writers and current publishers or other copyright owners of all known works in the ASCAP repertory are available for public inspection at ASCAP's offices in New York City during regular business hours. You can also write or call ASCAP for information as to specific works: (866) 238-8997 or ASCAP, One Lincoln Plaza, New York, NY 10023 attn: Repertory Dept. - Clearance Section



Educational Licensing
One Lincoln Plaza
New York, NY 10023
(212) 621-6407
www.ascap.com

A CRASH COURSE IN MUSIC RIGHTS FOR COLLEGES AND UNIVERSITIES



What is ASCAP?

ASCAP is the largest performing rights organization in the world, comprised of songwriters and publishers. We distribute over 88% of your license fee to the songwriters, composers and publishers to help them keep the music playing. ASCAP

gives you the “license to thrill” your students, faculty, staff, alumni and guests with the world’s largest musical repertoire of over 8 million musical works from over 300,000 members and many more writers and publishers from all over the world.



What does the ASCAP license do for you?

One of the greatest advantages of the ASCAP license is that it gives you the right to perform ALL of the millions of musical works in our repertoire. Whether your music is live or played through CDs, videos, laser discs, DVDs, large screen or multiple TVs, a radio over a loudspeaker system, telephone music-on-hold, website or cable TV system, your learning institution needs an ASCAP license.

Why do we need permission to perform music?

Music is like all personal property; when you want to use it, you need permission. That’s why in order to play copyrighted music to the public, you must, by law, obtain permission for each of the thousands and thousands of songs you play each year. Your ASCAP license fully protects you by granting lawful permission to play all ASCAP music. While certain performances are exempt under law – such as performances by teachers or students in the course of face-to-face teaching in a classroom of a nonprofit educational institution – a license is required for most performances.

What happens if I use ASCAP music without permission?

If you choose to use another’s copyrighted property without permission, a court can assess damages at a minimum of \$750 to \$30,000 for each song “infringed,” and require you to pay attorney’s fees and court costs, and enter an injunction against your institution. As an ASCAP licensee, you are entitled to use any of the music we represent.

Must we sign an ASCAP College & University license agreement?

No, you can obtain permission directly from each copyright owner whose music you perform. But ASCAP provides a valuable service to organizations that use copyrighted music – by helping you easily meet your Copyright Law responsibilities. The ASCAP College and University license was negotiated with a committee representing institutions of higher learning and has been endorsed by the American Council on Education and the National Association of College & University Business Offices. ASCAP and the committee believe that these licenses are fair, and that we have met the needs of the educational community.

Do we have a choice of license agreements?

Yes. ASCAP offers two different forms of blanket license agreements to colleges and universities.

What are the differences?

- Under the “one tier” license, a single annual report is submitted, and a license fee is assessed, based on the number of full-time equivalent students enrolled in the fall term.
- The “two-tier” license is based on both an annual report and the submission of quarterly reports for concerts where performers are paid \$1,500 or more.
- Under both licenses, you must submit concert programs each quarter. You need not specially prepare these programs – only those prepared for distribution at the concert or for the school’s use need to be submitted. ASCAP uses them to distribute royalties to its members—in fact, many composers who receive ASCAP royalties through these programs are university faculty members.

Why must we submit concert programs?

ASCAP conducts an annual survey of concerts performed on College Campuses. It is the obligation of the licensee to supply concert programs in order to insure proper crediting of ASCAP repertoire. The ASCAP License requires that in addition to reports and payments, the licensee furnish to ASCAP quarterly, copies of all programs of musical works performed on campus during the previous quarter. **Please ensure that the Department of Music and Fine Arts, Student Affairs, Campus Concert Presenters or other groups presenting musical attractions provide ASCAP with copies of printed program materials that are disseminated to audiences, and send programs to the attention of “Concert Performance Crediting Department” at the address listed on this brochure.**

Under the two-tier license, may we pay only for “major concerts” or only for student enrollment or only for major concerts which contain ASCAP music?

No, the fee structure was negotiated as a package. And the overwhelming majority of concerts – both popular and serious music – contain works in the ASCAP repertoire. If concerts containing no ASCAP music were to be eliminated from the license fee the cost of licensing on such a per-concert basis would be much higher.

When are the fees payable?

Under the “one-tier” and “two-tier” agreements, per-student fees are payable each January 20. Under the “two-tier” agreement, concert fees and reports are due at the end of each calendar quarter, and concert minimum annual fees are due after the end of the calendar year.



Can we switch tiers?

Yes, but only prior to the beginning of the school year. And you must give ASCAP notice of your change no later than thirty days before the start of the academic year.

What kinds of performances are covered by the ASCAP license?

Non-dramatic public performances of copyrighted music you present on campus, including but not limited to: concerts, coffeehouses and cafeterias, dances and mixers, sorority and fraternity events, faculty or social club parties, athletic events, exercise classes, music in bookstores, cafes or other retail establishments owned and operated by your institution, as well as music-on-hold telephone systems and most Internet performances, including college radio station webcasts. Also covered are performances at locations off campus, which are

engaged by the college or university for its use, or by any of your constituent bodies, agencies or organizations for their use.

Why are we, rather than the musicians, responsible for obtaining permission?

The law states that the party under whose auspices the performance is presented is responsible. Technically, all that participate in, or are responsible for, an infringing performance are liable. Responsibility usually includes the institution and the musicians or the disc jockey that actually gave the unauthorized live performance or played the record, CD or tape. In practice it is the institution which obtains the needed licenses as a cost of operation.

Does it matter that composers whose works are performed at a concert are no longer living?

The death of a composer does not mean that his or her music is in the public domain and can be performed without permission. The term of copyright protection for works created prior to January 1, 1978 is generally 95 years. Works created on or after January 1, 1978 are protected for the life of the last surviving composer or author, plus 70 years.

Why doesn’t the rental or purchase of sheet music give us the right to perform that music?

Copyright owners enjoy a number of separate rights, including performing rights, recording rights, and the right to reproduce and distribute copies of their works. Renting or purchasing music does not authorize its public performance.



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