

A publisher is a manager of songs. Those artists who do not write their own material very often consult a publisher, in search of a song that feels right for them; so it can be said that a publisher places songs.

### *Royalties*

There are two societies which collect royalties on behalf of their publisher members.

(1) The Irish Music Rights Organisation (I.M.R.O.) licenses and collects royalties for the public performance of music e.g. on the radio, in supermarkets, in pubs etc., on behalf of its members and the members of foreign-based affiliated societies. I.M.R.O. distributes these moneys four times per year. The criteria for writer membership vary, so it is worth checking with the I.M.R.O. Membership Officer. Broadly speaking, a writer needs to have three works which have been (a) commercially recorded or (b) performed in public at IMRO licenced venues on a specified number of occasions within the previous year.

(2) The Mechanical Copyright Protection Society (M.C.P.S.) collects royalties on behalf of its composers and publisher members every time music is mechanically reproduced i.e. pressed (with most major record labels and their subsidiaries mechanical are only paid on songs pressed and sold). Royalties are collected from record companies and the mechanical rate is currently 8.5% of the published dealer price exclusive of Value Added Tax, e.g. this works out as €1.75 on a €24.99 CD. Record companies pay the M.C.P.S. which remits royalties to its members on a monthly basis. The M.C.P.S. also collects royalties when music is synchronized onto TV and radio advertisements, films and videos.

### *Publishing deal*

There is no standard deal between a publisher and a songwriter, but I.M.R.O. rules state that a publisher cannot control more than 50%. Deals vary from 50/50 upwards in favour of the writer of the song. Nowadays deals are rarely signed for the full duration of copyright instead opting to sign for shorter periods, assigning the work to the publisher for a finite time during which they can exploit the works and then having the songs revert back to the songwriter. Kick out clause or exploitation clause are common today, these clauses allow the writer to take back their work if the publisher fails to exploit the work.

### *Life of Copyright*

Life of Copyright is the life of the author plus seventy years. Nowadays, songwriters rarely sign for the full period of copyright, and five or ten years is the norm. If a songwriter decides to sign for the full period of copyright, he or she should ensure that a “kick-out” or “exploitation” clause is in the contract; i.e. if the publisher does not exploit the song, the rights revert to the author.

### *Submitting a Song to a Publisher*

It is important to consider the publisher's portfolio: some publishers specialise in a particular type of song - some do not. Writers should put two to three songs on a demo, including a lyric sheet and some background information on themselves.

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