

CODE OF CONDUCT FOR CONTRACTUAL RELATIONSHIPS BETWEEN MUSIC PUBLISHERS AND AUTHORS

What should a music publisher and a composer/songwriter expect of each other?

A contract between a music publisher and an author is an agreement whereby the publisher commits to exerting his professional knowledge and network in the service of generating awareness and use of the compositions covered by the contract. Such an endeavor must be pursued on the basis of active cooperation with the author. The activities of both parties must be performed with the intention to generate the most profitable outcome possible for author and publisher alike.

The basis of the contract is mutual faith and confidence in the other party's firm intention to live up to the contractual agreement. Author and publisher share a duty to adequately fulfill their respective obligations, as codified in the written contract as well as in the spirit in which it was agreed.

The written contract must specify the expectations of both parties in regard to the extent of their respective professional tasks and responsibilities. The contracting parties to this Code of Conduct uniformly advise authors to engage in contract negotiations only when accompanied by competent counsel.

The contract must include a section specifying proper procedure, legitimate grounds, and mutual conditions for terminating or cancelling the contract.

The compositions may be promoted in various ways: by performances in concert or on television or radio, by publication of recordings or of sheet music, by producing sets of musical scores, or through film or online performances, etc. The publisher is obliged to actively identify opportunities for promoting the compositions covered by the contract and to attentively pursue such opportunities.

Furthermore, the publisher is obliged to assume certain administrative duties as relates to the compositions, i.e. proper registration of the specified works, verification of payments from KODA/NCB and payments for performances abroad, payment of royalties for sales or rent of sheet music, as well as administration of licenses to third parties, including synchronization, etc. Publisher and author are equally obliged to respond resolutely to indications of unlicensed use of the compositions by a third party. Cooperating closely with the author, the publisher must take action against violations of intellectual property rights, if necessary including legal action to the extent that both parties consider relevant and practically possible.

The publisher's opportunities to promote the compositions will likely fluctuate over time, often in the form of a high level of activity around the time of first introduction of the compositions to the

public and extra promotional efforts if they should experience renewed interest later. On the other hand, it is to be expected that occasionally long periods of time may come about when limited or no opportunities to actively promote the compositions will present themselves. Nevertheless, documentation and payments must always take place regularly and as precisely and swiftly as possible. Such proper conduct should characterize the management of all commercial aspects of the life of the compositions during the period of contract.

Publisher and author are mutually obliged to keep each other informed of all activities and developments relevant to their professional relationship, including either party's ongoing endeavors to promote awareness or use of compositions covered by the contract. We recommend that the parties arrange regular meetings to provide each other with adequate information during periods of intense promotional activity. In order to avoid misunderstandings, both parties must consider no mutual agreement, understanding or arrangement valid without due written confirmation. Emails are considered adequate in this regard.

Should doubt arise in either party as to the other's fulfillment of his respective duties, the former is obliged to make immediate informal contact with the latter in order to alleviate any possible disagreement or misunderstanding as quickly and smoothly as necessary to avoid either party feeling compelled to take legal steps against the other.

On behalf of

DMFF: Danish Music Publishers Association

DJBFA: The Danish Society for Jazz, Rock and Folk Composers

DKF: Danish Society of Composers

DPA: The Danish Songwriters Guild

