

Q & A

for writers considering AMCOS membership



QUESTION

ANSWER ON PAGE

I have a publishing deal. Why would I want to join AMCOS?	2
What will it cost to join AMCOS and for what period am I bound by the membership agreement?	2
What happens if I sign a publishing deal while I am a member of AMCOS?	2
Who sits on the AMCOS Board, and would I, as a member, be entitled to stand?	2
So how does the voting work?	2
So how does the "opt out" work?	3
And licence back?	3
Should I get legal advice before I sign anything?	4
What about overseas? Can AMCOS collect my mechanicals in other countries?	4
Do I continue to register my song titles in the same way that I do now?	4

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I have a publishing deal. Why would I want to join AMCOS?

If your entire catalogue is covered by a publishing deal, there is probably little commercial point in joining AMCOS because your publisher will certainly be a member, and any mechanical royalties your works generate will be paid through your publisher in the normal way. However, if you have some active works that are not published, you may wish to have AMCOS collect mechanicals on those unpublished works, and by being a member of the society you will have a say in its affairs, including the right to attend and vote at General Meetings.

What will it cost to join AMCOS and for what period am I bound by the membership agreement?

It doesn't cost anything to join, although there is provision for the Board to fix annual administration fees for members should it consider it appropriate. The Board would give ample notice of any such intention in the future. Any member can terminate the agreement on six months' notice to expire either on 30th June or 31st December of any year.

What happens if I sign a publishing deal while I am a member of AMCOS?

You should notify AMCOS of the agreement and of the works that are the subject of the agreement. There is no reason why you

couldn't or shouldn't remain a member; but any mechanicals collected by AMCOS for the published works would be paid via your publisher. Should that publishing agreement expire in the future and you once again became the copyright holder, AMCOS would collect royalties on your behalf. On the other hand, if you felt that there was no point in continuing your AMCOS membership, you could give notice of termination.

Who sits on the AMCOS Board, and would I, as a member, be entitled to stand?

Go to the APRA website and have a look at the About Us section. You'll see who currently sits on the Board. At the moment, only publishers sit on the Board. But writer members have exactly the same rights as publisher members, and that includes standing for the Board. Board seats are not, however, divided between Publisher Directors and Writer Directors as with APRA. There are simply 14 positions on the Board open for any member to contest, with 4 directors retiring each year on rotation.

So how does the voting work?

Essentially the same as with APRA. On a poll each member has one vote plus one additional vote for every \$500 in earnings from AMCOS for the preceding financial year.

Q & A

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So how does the "opt out" work?

The opt out option is intended purely to give you, as the member, maximum flexibility in what you want AMCOS to do for you. You will see on page 2 of the membership agreement (or page 18 of the online application) a list of AMCOS's licensing activities. Against each of these activities you can indicate whether you want AMCOS to collect royalties for you from that area of licensing. If you tick the AMCOS box you indicate that you want AMCOS to license and collect royalties from that source for you.

Alternately you can "opt out" and to advise AMCOS you do not want us to collect royalties for you in that area. In this case we will assume you are managing royalty collections from this source yourself.

For example

- You may have a deal with a major record company under which the label pays your mechanicals directly to you. In that case you might want to opt out (or exclude) from your mandate to AMCOS the collection of mechanicals from the majors (ie, schedule 2 companies).
- You may want to conduct your own negotiations with any independent television producer who wants to use your existing works for a television program (bearing in mind any work you are commissioned to write is excluded

anyway), in which case you would exclude that area of the mandate by opting out... and so on.

The most important things to bear in mind when exercising your choice in this respect are that:

- you should think carefully about what you can do as a writer and what you really want AMCOS to do for you,
- any opt out right you exercise must be for all of your works, and
- if you do not choose to opt out for any area upon becoming a member, you may do so at any time during your membership on 3 months' notice.

And licence back?

The licence back mechanism (also known as a Direct Pay Relationship) works as it does with APRA. If there is any particular reproduction of a work or works of yours that would normally fall within AMCOS' mandate that you would prefer to license yourself, you may obtain a "licence back" to do so. Licence backs are set up between a member (ie you) and a licensee (ie somebody reproducing your works) and tell us not to collect royalties for you from that licensee because you have made alternate arrangements directly with that licensee. In order to license back you simply need to give 14 days' notice in advance of the reproduction. Any direct licence you issue in this respect must, however, be on a non-exclusive basis

Q & A

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(because legally the work remains in AMCOS' repertoire to be licensed to other potential users).

Should I get legal advice before I sign anything?

By all means. It is highly desirable to obtain legal advice before signing any legal document. But if you have any queries or comments that you would like to put to us directly, please don't hesitate to contact us.

What about overseas? Can AMCOS collect my mechanicals in other countries?

Yes, although the mandate under the membership agreement only covers Australia/ NZ, AMCOS can arrange for collection of mechanicals throughout the world – via its arrangements with affiliated mechanical societies in most markets. Additionally, if you wish, you can identify particular overseas territories where AMCOS does, or does not, collect reproduction royalties for you. This allows you the freedom to organize alternate methods of royalty collection in overseas territories.

Do I continue to register my song titles in the same way that I do now?

Yes. If you are an AMCOS member any unpublished works of yours that are registered with APRA will also be registered with AMCOS.