

Note: This document reflects research one congregation did on copyright legislation and what licences best meet their needs; it is provided here for reference only. Hamilton Conference has not researched the legal issues raised in the document.

Copyright and Broadcasting Issues Port Elgin United Church

1.0 Summary

Under the United Church of Canada principles we need to respect Canadian Copyright Laws and protect privacy. Port Elgin United Church complies with the copyright laws by having licenses to use the music and videos available from our licence providers. Our licenses provide us with the ability to record our service for our shut-ins and members at home. For the CCLI licence we need to purchase the Song Select Option in order to read the words and the music.

We have researched the Broadcast rules. As a religious organization we do not have to pay for broadcasting our service, so long as we are not being paid for it and we are only using licensed material. Effectively we are reaching out to our members who cannot make it to the church service. No further action is required in this area and we can continue with our current practices.

We do have to protect the privacy of our members during our broadcast. We need to inform our members that we record the service and that it may be seen by people outside. If they wish to not be seen in the broadcast they need to let us know and we can then protect their privacy.

2.0 Introduction

Under Canadian Law you must credit people when you perform their works. The United Church of Canada has stated that "Churches need to get permission, as do others, to photocopy, reproduce in printed materials, or project materials... etc." (*Toward Daring Discipleship* brochure, June 2011, published by Hamilton Conference: http://www.hamconf.org/TowardDD_Jun11.pdf). We have the right to freedom of worship but if we want to use someone's hymn or song in our worship we have to credit them.

There is public domain music. Some music which has been written by someone who has been dead for at least 50 years, anyone can use for free.

Other music is not public domain, even if the author is long deceased. In this case the composer or his or her estate must be paid for the use of the music. Sometimes someone re-arranges music and copyrights that. This person must be paid.

As a user of a broad range of music we need to ensure we only use licensed material. It can be complicated so we use umbrella licence companies. For a few hundred dollars a year they deal with all of the administration and we just get to sing.

Licenses are very specific as to what we can do or what music is included, so individual licenses are needed. We have licences to allow us to use hymns from different suppliers and project it on the screen, to use movie or video clips, and to record the service.

Broadcasting our service is a separate item. We wanted to be certain that if we needed a licence that we purchased the correct licence.

There is a separate issue dealing with privacy. If we broadcast the service we should inform people that we are broadcasting it and if they wish to not be in the broadcast that they inform us.

This does not deal with the separate issues of us hiring performers nor “for profit” groups using our church.

3.0 Using and Projecting Songs

We currently have three licenses to deal with the songs that we use. We have:

Christian Copyright Licensing International (Contract # 308062)	
LicenSingonline.net	(Licence # 621028)
oneLicense.net	(Licence # A-720372)

These licenses allow us to use hymns and to project them. As an example (See Appendix I for details) CCLI states **we can:**

- *Create overhead transparencies, slides, or use any other format whereby songs are visually projected (such as computer graphics and projection) for use in congregational singing*
- *Record your worship services by audio or video means, provided you only record "live" music (instrumental and vocal)*

We cannot:

- *Rent, sell, lend, or distribute copies made under the Church Copyright License to individuals or groups outside the church, or to other churches. However, you may distribute tapes to shut-ins, missionaries, or others outside the church.*

CCLI and the others are based in the USA and thus are most familiar with US Laws. The Canadian Laws for use of the materials are very similar as we have been informed by those involved.

Each of the three licence holders covers different sources of music and different source companies. Thus if we want to have coverage for all of the hymns available we need to have licenses from a number of umbrella groups. Thus we have the three licenses.

As stated above we have purchased the right to use music and other materials in our services. This means that as far as what we have in our service and what we use we comply with the copyright laws of Canada.

4.0 Broadcasting Our Service

The licenses state that we may record our service for shut ins and members of our congregation who cannot come to the service. All three of the licence issuers are based in the United States. We have found that the Canadian Laws for broadcast appear to be different than those in the USA. We needed to speak to the Canadian authorities: these are the Canadian Musical Reproduction Rights Agency and the Society of Composers, Authors and Music Publishers of Canada.

We spoke to the Canadian Musical Reproduction Rights Agency (CMRRA) (G. O'Donnell January 16th, 2012 (416-926-1966)). They stated that there is no specific separate licence requirement for the broadcast of a service based on CMRRA's interpretation. If we are getting copyrights from CCLI or others then we would get the rights to broadcast from them as well. They did not see this as a separate licence but should be a part of our copyright licence with our existing suppliers.

This has been explored with CCLI. Their support staff was familiar with the US laws. As far as they were concerned the licence stopped at the point where the service was recorded and there was a copy of the service in an electronic or other format. The normal practice in the US is that the service may be given to members of the congregation but that was the limit.

This was explored with the Society Of Composers, Authors and Music Publishers of Canada (SOCAN). We provided them with our situation and they provided us with their reply.

You do not currently need a separate SOCAN Performing Rights Licence to broadcast your Church Service via Cable. Religious and Educational Broadcasts are exempt from paying Performing Rights fees. The actual broadcasts via Cable are covered by the blanket licence that Radio, Television and Cable Companies maintain with SOCAN. We receive monthly licence fees from Cable Companies which allows them to broadcast all their programming, including yours.

See Appendix 2 for the detailed information on the questions asked and the response from SOCAN.

Based on the information we have received we believe that we do not require any broadcast or performing rights licence for our service, we can simply record our service and transmit a copy to the cable company for their transmittal.

5.0 Privacy Issues/Disclaimer

It is possible that people in our congregation will not wish to have their image in a broadcast. This could be due to a number of reasons including:

- a marriage separation or child custody issue
- personal privacy

If this is the case then we should give them the opportunity to let us know and to provide some assurance that they will not appear on TV when our service is broadcast.

In order to cover us for this issue we should:

- i) Put a disclaimer as a standard line in our bulletin.
- ii) Put one page on the screen of our announcements about privacy and broadcasting.

If a person has an issue we would ask that they sit in the back half of the church where they will not be visible to the camera.

The United Church of Canada Office in Toronto suggested the following words

Disclaimer:

“Please note that this worship service is being recorded and will be broadcast on cable TV. Should you not wish to be seen in the broadcast, please contact our office (519-832-9540 or email peunitedchurch@bmts.com) and let us know.”

These words are appropriate and should be used.

Appendix I

Our Licenses

Licence #1: Christian Copyright Licensing International

CCLI is based in Portland Oregon.

Logon Email Address Contact Office if required

Password Contact Office if required

Licence # #####

What Our Licence Says:

“What You Can Do (What the License covers):

- Print songs, hymns and lyrics in bulletins, programs, liturgies and songsheets for use in congregational singing.
- Create your own customized songbooks or hymnals for use in congregational singing.
- Create overhead transparencies, slides, or use any other format whereby songs are visually projected (such as computer graphics and projection) for use in congregational singing.
- Arrange, print and copy your own vocal or instrumental arrangements of songs for congregational use, where no published version is available.
- Record your worship services by audio or video means, provided you only record "live" music (instrumental and vocal). Accompaniment tracks cannot be reproduced. You may also charge up to \$4.00 (U.S.) / \$5.00 (CAN) each for audio tapes and CDs, and \$12.00 (U.S.) / \$15.00 (CAN) each for video tapes and DVDs. The quantity of recorded copies allowed per service cannot exceed 15% of the maximum number of your church size category.

What You Cannot Do (What the License does not cover)

- Photocopy or duplicate octavos, cantatas, musicals, hand bell music, keyboard arrangements, vocal scores, orchestrations or other instrumental works.
- Translate songs from one language to another. This can only be done with the approval of the respective copyright owner.
- Rent, sell, lend, or distribute copies made under the Church Copyright License to individuals or groups outside the church, or to other churches. However, you may distribute tapes to shut-ins, missionaries, or others outside the church.
- Assign or transfer the Church Copyright License to any other church or group without CCLI's approval.”

Essential Information

Recording Your Services

One of the rights granted to you with the Church Copyright License is the right to record your worship service. This right includes recording your meditations, preludes, postludes, interludes, fanfares, plus handbell, vocal and instrumental specials. Please be sure to report these when it is your time to complete a Copy Report.

Does the Church Copyright License cover music we want to use on our church website?

By its nature, a website is accessible far beyond the boundaries of a local church congregation. Since the Church Copyright License includes no provisions for broadcast rights, the use of copyrighted music or lyrics is not covered by the Church Copyright License. If you would like to include music on your church website, you need to secure the proper performance licenses.

Our worship team wants to record a worship CD. Does the Church Copyright License Cover that?

The Church Copyright License only allows you to record your live worship services (audio or video), provided you record live music. Accompaniment tracks cannot be reproduced. You may charge up to \$4 each (\$5 in Canada) for audiocassette tapes and CDs, and up to \$12 each (\$15 in Canada) for videotapes.

These parameters are intended to cover the basic congregational needs of a church's recording ministry and are not designed for commercial purposes.

Song Select - Reading the Words and Using the Words

There is a slight issue with CCLI. Although they have the words available and we have the right to use the words we cannot read the words unless we purchase the Song Select Option. This may seem strange but it is the commercial set up with CCLI. This is also true for the music notes. The notes are included in the song select option.

It is recommended that the Song Select Option is purchased every year when the licence is renewed.

Licence # 2: LicenSingonline.org

Licensingonline is based in Portland Oregon

Logon Email address	Contact Office if required
Password	Contact Office if required
Licence #	#####

What Our Licence Says:

No recording of the compositions is allowed without copyright holder's prior written consent. However, recordings made of a worship service for onetime use by sick, elderly, and shut-in members of the church, school or ministerial organization holding the license are permitted.

Licence # 3: Onelicense.net

onelicense.net is based in Chicago Illinois.

Logon Email address	Contact Office if required
Password	Contact Office if required
Licence #	#####

These rights include the permission to record (audio or video) the worship service solely for distribution to the homebound among the membership of the LICENSEE. No material reproduced or recorded under this license may be sold, rented, or distributed for any form of remuneration/gift/donation, direct or indirect. No material reproduced or recorded under this license may in any way be disseminated outside the boundary or membership of the LICENSEE.

Q - What is excluded?

A - This license is intended for the reproduction of words and/or music for the congregation in the pews. Specifically excluded are choir parts, accompaniments, or instrumental parts of any kind. Additionally, no choral music (octavos) may be reproduced, except that part of the work that may be identified in the score as intended for congregational singing.

Q - What about recording the works?

A - You can also record (audio or video) the worship service solely for distribution to homebound members of the congregation holding the license. Other recordings are not covered under OneLicense.net.

Appendix II

Correspondence with SOCAN

Subject: Church Broadcasts.

On 2012-01-17, at 1:25 PM, Rep. from SOCAN wrote:

Good Afternoon,

Can you please email me the question and we will respond by the end of business day today.

Thank you.

On 2012-01-17, at 4:44 PM, Communication Committee from Port Elgin United Church wrote:

Thank you for your reply. I am not a lawyer so if I use the wrong terms, please be patient I may have used the wrong word. If the word does not make sense, please ask me for clarification.

We are the United Church in Port Elgin Ontario, part of the United Church of Canada. We are studying what we need so that we meet the copyright requirements.

We currently have 3 licenses with umbrella companies who deal with hymns/songs and they allow us to use the hymns/songs and ensure the appropriate funds get to the right people. We need three so that all of the hymns/songs that we want to sing are included. The licenses cover the use of hymns/songs in the church, the ability to project them on a screen in the front of the church and to record the service, complete with the songs (as sung by the people in the congregation, that is live not recorded voices and live music). We also have the ability to download specific movie clips and videos. These are covered under the licenses. When we record, we normally show the people singing and not the words of the song as it is sung. Thus all of the hymns/songs and videos are being used with appropriate copyright requirements being met, we think.

We want to send a DVD or electronic copy of the service to the local cable company. They would broadcast it in our area on the next Sunday so that people who cannot go to church and want to see the service may watch it on their television at home (this would include elderly, shut-in, invalids etc.). Obviously it would not only be our members who could watch it since anyone in the area could tune in. We send it to the cable company with no charge to them and we receive no money from them. Our intent is to send the DVD/electronic file so that we can reach out to the people who cannot come to our church.

We have talked to the Cable company and they have stated that they consider themselves only the transmitter of the church service and that they are expecting us to look after the copyright issues.

Therefore, my questions to you are:

Does this constitute a Broadcast?

If it does, do we require a licence to Broadcast?

Is there another type of licence that would cover what we are planning to do?

if we require a licence is that something you would deal with or would be be another agency?

If it is another agency who would that be?

Thanks in advance for your help.

Regards

Communications Committee
United Church of Port Elgin

On 2012-01-18, at 9:05 AM, Rep from SOCAN wrote:

Good Morning,

Thank you for the detailed email.

You do not currently need a separate SOCAN Performing Rights Licence to broadcast your Church Service via Cable. Religious and Educational Broadcasts are exempt from paying Performing Rights fees. The actual broadcasts via Cable are covered by the blanket licence that Radio, Television and Cable Companies maintain with SOCAN. We receive monthly licence fees from Cable Companies which allows them to broadcast all their programming, including yours.

However, I would like to point out that we only cover the public performance of music, i. e. broadcasts, transmissions, downloads. Music used will still have to be cleared separately through a music publisher or record label as you have done in the past.

I hope that this answers your questions. Feel free to ask if you need additional information.

Kind Regards