

ECSA Letter of support to the Screen Composers Guild of Canada

Brussels, 14 October 2020

The European Composer and Songwriter Alliance (ECSA) represents over 30,000 professional composers and songwriters in 27 European countries. With more than 60-member organisations across Europe, the Alliance speaks for the interests of music creators of art and classical music (contemporary), film and audiovisual music, as well as popular music.

In recent years, ECSA had several fruitful exchanges with the Screen Composers Guild of Canada (SCGC), which have shown that composers and songwriters share similar objectives and challenges on both sides of the Atlantic. In particular, the expansion of buy-outs contracts through an increasing tendency by audiovisual producers and global VOD platforms to export the U.S “work made for hire” model and impose its characteristics to audiovisual composers - regardless of whether or not the parties, or the production are located in the U.S - is a global phenomenon affecting composers and songwriters worldwide. All composers are suffering from similar unfair contractual practices whereby they give up their rights for all uses and all territories, and do not benefit from the royalties that may be generated by the work over time.

Our dialogue with our Canadian colleagues demonstrated that they face increasing pressure from audiovisual producers who require that composers irrevocably assign ownership of their music to them. In other cases, producers improperly impose “work made in the course of employment” language whereby the production, not the composer, legally becomes the author of the score. ECSA fully supports the efforts of the Screen Composers Guild of Canada to stop those practices, which are effectively depriving composers from their royalties.

Because they are independent contractors in a systemic weak bargaining position when they sign their contracts, composers need mandatory protections granted by law to ensure that they can build a career and make a living out of their work. The recently adopted EU Directive on Copyright as well as various national legislation recognize this weak bargaining position and provides several provisions to improve the contractual position and the remuneration of creators. In particular, Article 18 establishes a principle of appropriate and proportionate remuneration where authors and performers license or transfer their exclusive rights for the exploitation of their works. The transparency triangle - composed by a transparency obligation, a best-seller clause and an alternative dispute resolution mechanism (Articles 19 to 21) - provides mandatory rules, which shall apply even if the parties submit the contract to a law of a non-EU third country. Last but not least, Article 22 grants creators a right of revocation in the case of exclusive assignment of rights where there is a lack of exploitation of the work.

Our dialogue with the SCGC has demonstrated that Canadian composers would benefit from similar measures and we encourage Canadian authorities to work in such a direction. In addition, we fully support the SCGC efforts to ensure that public support to audiovisual production (through film funds subsidies or tax credits) should only be granted to audiovisual productions where the composer has retained ownership of its score. Public support should not be granted to companies that have a detrimental impact on the ability of creators to be fairly remunerated from their works and benefit from their successes.

ECSA President, Alfons Karabuda

