

Comments to the Licence Agreement

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A Few Words to the Agreement

We would be really unhappy if some complex formulations in the Agreement caused misunderstanding. That is why we created these comments. Please do not feel offended if everything is clear to you in the Agreement. We just want to make sure that all who are willing to contribute their works understand.

Non-exclusiveness is a typical feature of the Agreement: you allow us to distribute your Work but this does not prevent you from making it available to other parties as well. Our goal is not to stop others from publishing your Work (i.e. to get exclusive copyrights to the Work). This is the most basic characteristic of the Database – we want to support the distribution, not to restrict it.

Frequently Asked Questions

Work Versus Song

The Database limited its activities to songs in the past, but we would like to include other types of Christian Works as well (sermons, books, columns, testimonies, fine art, etc.). That is why we use the term Work even though we present songs in most cases.

Why There Are More Types of Appendices

There are three types of Appendices, depending on your relationship to the Work:

1. The Provider is the **author**: You are the song author or the creator of a songbook (score, typesetting); or perhaps the author of a different type of work, such as a sermon, book translation, etc.
2. The Provider is a **performing artist**: You have sung a song, preached a sermon, mimed a sketch – simply performed a work (the performing artist does not have to be the author). The "art leader" (an agreed representative) can sign the Agreement on behalf of a group or an ensemble.
3. The Provider is the **creator of the recording**: You have recorded a song or had it recorded on a CD, audio or video cassette, or you have ordered the creation of such recording from someone (asked them or paid them to do so, etc.), then you are the creator of the recording (not the sound engineer who operated the recorder).

Several examples:

- If you want to grant us your permission to publish the lyrics and the score of your song, then our Agreement with you needs only the **Appendix for the author**.
- If you have compiled a songbook with scores and you want to grant us your permission to publish it, then we need to sign our Agreement with the **Appendix for the author** of the typesetting (score). After that we will have to contact all authors of individual songs contained in the songbook and sign separate Author Agreements with them, regardless whether you already have their permissions or not.
- If your band has recorded a CD and wants to grant us their permission to publish some of the songs from that CD, then we need to sign an Agreement + Appendix for the author with the person who wrote the song, a separate Agreement + Appendix for the performing artist with those who sang the song on the CD or with the agreed "art leader" representing the band, and a separate Agreement + Appendix for the recording creator with the person who made or ordered the recording. Should the singer be also the author, he/she will sign just one Agreement + 2 Appendices in which he/she will specify the same song and mark the corresponding rights that he/she wants to grant us. The same rule applies to the cumulating of other roles (recording creator + author or performing artist).

Each Agreement consists of two parts: the **Licence Agreement** and the **Appendix to the Licence Agreement for the author, performing artist or recording creator**. The Licence Agreement is the same for all three types of agreements. The Appendices are actually just lists of Works and rights that you are granting to us, while the Licence Agreement specifies under which conditions you are doing so. You sign the Licence Agreement just once and if you want to grant us permission to additional Works in the future, only sign one more Appendix. This will save you and us both time and money.

What Is a Sub-licence

The term "sub-licence" and "to sub-licence" is mentioned in the Agreement several times. What it is: Should someone want to publish a songbook for their church for example, they would find out that contacting let's say 50 authors is very tedious work. For this reason we collect authors' permissions, represent them and grant the needed permission on their behalf if the required conditions are fulfilled (then it is enough to contact us for the permission to publish the songbook). It is this permission that we grant which is called the sub-licence. We obviously do not grant the sub-licence to everyone and for any purpose. (Sub-licences do not cover only publishing of songbooks, they may be issued for playing a song at a concert, etc.).

Under What Conditions We Will Grant Sub-licences

The purpose must be a product (a songbook for example) based on voluntary work (voluntary work must make a significant portion) and the product must not be profitable – it must be sold for the cost price, for less or given out for free.

If these conditions are not met, we cannot grant the sub-licence, but we try to help differently (by providing contacts to authors, by contacting authors, by consulting, etc.).

What we will want to know from sub-licence applicants (this may be modified with our growing experience. The up-to-date list of requirements for sub-licensing will be posted at www.dkd.cz):

- rate of voluntary work (involvement of volunteers),
- project budget (final price, cost),
- planned volume (number of copies),
- purpose of distribution (to whom or to what event the product should serve, etc.),
- processing entity (printing house, recording studio, etc.).

Comments to the Licence Agreement

Article 1. Provider and Recipient

"The licence Provider declares that...": This sentence is needed there to protect us from the following situation: we copy and distribute the Work and suddenly someone appears who claims that he/she is the author and blames us for violating his/her rights. For this reason we need to have your declaration that the Work is "yours".

Article 4.3 Publishing Licence Agreement

"The author has right to make a correction/approval...": covers cases when the author signs the Agreement but does not provide us with his/her Work. Then we try to obtain the Work (lyrics, scores, etc.) from other sources and the author has the right to make a correction (check and correct) and approve the presented version. If you as the author do not want to be contacted in such a case or if you made the correction in the past, please write "NO" in the last column of the Appendix form. If you do so, we will assume that you either do not intend to make the correction or you plan to make it after the Work is published at our website. You can make the correction at any time. Only if we have prepared a songbook or a different compilation of the database (to be published on a CD, for example) for publishing we obviously cannot incorporate any corrections at that stage. All this is obviously author's right, not a duty.

Article 4.4 Informing the Author or Performing Artist on Sublicensing of his/her Musical Work

If we receive recording from someone else than the author and are asked to grant a sub-licence to distribute this recording, first we enquire the author whether this recording meets his/her expectations. Should the author want to receive the recording of his/her song, he/she will have 21 days to listen to it and inform us in case he/she does not like it. If he/she likes it and agrees with its distribution, he/she does not have to contact us back.

Article 5. Database Specification

"Database ... is publicly accessible at ... website": only those data will be publicly accessible for which we receive a publishing approval (we will, for example, not publish author's address without his/her agreement).

Article 6. Remuneration

You are giving us the licence for free. Neither we will generate any profit from distributing your Work.

Article 7. Coming to Force and Licence Territory

- The Agreement is in force until someone terminates it. If you terminate just one Work (you sign an exclusive contract with a different publisher) it will not affect other Works that you have entrusted us.
- We can also distribute your Work abroad – our plan is to use this right especially in Slovakia.

Article 8. Licence Termination

- The ten-day period exists due to the fact that the administrator capable of removing the Work from the database and thus from the website may not be always present at the time of receiving the licence terminating notice.
- "Termination of a licence does not affect the validity of the granted sub-licences": This means that if we granted a sub-licence during the Agreement validity period (e.g. permission to publish a song in a songbook), the holder of the sub-licence will not have to destroy the existing printouts of the songbook or something similar. However, we cannot issue any further sub-licences.

Article 9. Personal Data

- "Recipient's address book" is our internal address book in which we keep addresses and other data about authors, performing artists, etc. Under no circumstances will this address book be

published. Yet situations might come in which it is for author's good to provide his/her contact info (e.g. a commercial publisher has seen/heard your song on our website and wants to offer you a great contract ☺). For this reason you can give us permission to publish the selected data (email, for example). In such a case the info will be copied to the Internet database.

- "General versus requested provision": The general provision means that we will publish the info on our website and it will be easily accessible to everyone. The requested provision means that we will provide the info only upon request – which might discourage some people (if they just want to ask the author about something), but on the other hand it will protect authors from being flooded with direct mailing or spam. We do not provide any bulk info (e.g. email addresses of all authors) "upon request". If you mark nothing, your personal data will neither be published nor provided to anyone but rather serve solely for our own use.
- Should we be asked for a larger number of contacts or should we have our doubts about the trustworthiness of the applicant, we may refuse to provide the contact info.
- Any time in the future, you can decide that you no longer want to have your info published on the Internet. We will delete or modify your info within 10 days after your request.
- Please fill in all data even if you do not want to publish them. It will help us to contact you. (We will be especially grateful for your email as it significantly saves our time and money on postage.)

Article 10. Methods of Informing the Provider on Sub-licensing

This concerns authors of works worth interpreting and recording, such as songs, dramas, etc. Their interpretation may not always be of the required quality and their authors may not agree with distributing such recording. You as the author can indicate which way you want to be informed on sub-licensing the audio/video recording, whether you want to hear (see) it and what is the best way of contacting you. It is our legal duty to inform you if we want to grant such a sub-licence, so we cannot agree otherwise. If you do not mark anything, we ourselves will decide which way to communicate with you.

- a) Choose the method of communication for sharing the information on sublicensing.
- b) to e) If you want to listen to (see) the recording, choose the method of communication and the medium on which you want to receive the recording.
- f) If you trust certain bands and you know in advance that their recording of your song would not disappoint you, you can list them in this section (provided you have circled one of the b) to e) options). If we then grant a sub-licence to one of the listed bands, we will not send their recording to you but rather inform you of the granted sub-licence.

Article 11. Final Provisions

"This Agreement has been made in two identical copies...": You need to fill in the Agreement twice. Please send both filled in copies to us, we will sign both of them and send you one copy back.

Comments to the Licence Agreement Appendices

General Comments

- We want to keep only fully authorised versions in our database and therefore we must get music and lyrics authors' permits for each song. If you are a **co-author** of either music or lyrics (this means that someone else than you also contributed to them), please specify this fact next to the song name or even better in the Notes section on the form reverse if possible together with the name of the other co-author and his/her contact info (preferably email).
- If your work is a translation from a foreign language, please specify the maximum available information: **names of authors of the original**, if it is a translation from a CD/cassette, specify also its name, the band and the publisher – simply everything you know. Our plan is distribute also works in foreign languages in the future and we might start with those that are translated into Czech.
- In order to distribute non-distorted versions of songs, the best way is to have an unambiguous **score plus chords**. If we do not have them from you and the song is not published in any of the songbook available to us or the song was previously published with errors, we will appreciate it if you send it to us. If your song has been published in a songbook, on a cassette or a CD, please mention it in the Notes section: "the song published in the XY songbook/cassette/CD". Please send us everything you have and you want our database to distribute. In case of recordings we prefer CDs to cassettes, in case of lyrics and texts electronic form to paper printouts/manuscripts (due to further processing).
- If you want some of your Works to be included in particular **topical sections** (e.g. children songs, spirituals, techno), specify so next to the Work name or in the Notes section.
- If you know a band that recorded your song and this recording meets your expectations, please write: "**I agree with the song version as recorded...**" together with the name of the band. Then we will not have to send you the recording for correcting.
- Please specify also **bible references** that the Work is based on.

Comments to the Appendix for authors

Filling in the table

Each row represents one Work.

With the exception of the "Score" and "Author's correction" columns, the following applies to other columns:

- Each box can be either crossed or left blank.
- Crossed boxes in the "Song" or "Other" columns mean that you are the author of the work or its part. Crossed boxes in the "Type of right" columns mean that you are granting us the right specified in the column header.
- You can cross several boxes with one cross – a number of adjacent boxes in one/more rows/columns that together form a rectangular within the "Lyrics/Music/Chords", "Other" or "Type of right" section.

Examples: If you want to grant us the same right for all listed works, you can cross the whole column with one large cross. If you want to grant us all the rights for a particular work, cross all the "Type of right" columns in the particular row. If you want to grant us all the rights for all your works, make one large cross across all the "Type of right" columns and all rows.

If you make a mistake while filling the table in, strike out the whole row with one horizontal line and write the Work again in a new row.

Example of filling in the author appendix

Name of the Work (Please specify additional data [on the origin of the Work for example] on the back of this Appendix, if needed.)	Song				Other	Type of right					Author's correction/approval (state "NO" if you do not want to make it)
	Lyrics	Music	Chords	Score		To copy and distribute copies + Internet	To copy and distribute - 3rd parties	Radio / TV	To lend	To translate	
1. Slunce				C/M							
2. Ať Tvá živá voda (translation from English, John Watson: Living Water)				C/M							
3. Morning Song				C/M							
4. Whatever You Say				C/M							
5. The Limping Pastor (joke)				C/M	J						

Meaning of the above table

The author has written three songs (1, 3, 4), a joke (5) and translated the Living Water song (2). He wrote chords to all the songs. He has the rights to all components he has created: all the lyrics and chords and with the exception of "Living Water" also to the music and the score (notes). He has the right to use all these and to transfer these rights to third parties to use. This is giving us the following rights: to translate all the songs, to use all marked rights with the joke and use all rights except the "radio and TV broadcasting" with "Slunce" and "Morning Song", the first two rights with "Living Water", only the "radio and TV" plus "to translate" rights with "Whatever you say". Individual rights are explained in detail in the following text:

Explanation to Column Titles

Songs

Lyrics: please mark if you are the author of the song lyrics and you want to give us some of the rights to use it.

Music: please mark if you are the author of the song music and you want to give us some of the rights to use it (to distribute the music of the Work written in notes).

Chords: please mark if you are the author of the song chords and you want to give us some of the rights to use them. If you created both the music and the chords, mark the corresponding boxes in both columns. The meaning of separating music from chords: We know that it is not a problem for a musician to create chords to a melody written in notes and that there are not many usable chord variations. Yet, if we do not receive the permission to distribute the music in the note form from the author of music (or we have not received it yet), we can distribute at least the lyrics together with chords. This frequently happens with translations of foreign songs for which the translator creates his/her own chords.

Score: please mark if you created the melody line notes (score) – whether manually written (M) or computer printed (C). Circle the corresponding letter for the score you are sending. If you cannot send us any score at the moment, do not circle anything.

Other Types of Work

Other: If the Work is not a music work, this column should be filled in. If possible, specify the category you believe best specifies your Work: **P**-poem, **G**-graphic, **Se**-sermon, **B**-book, **T**-testimony, **Sc**-script, **J**-joke, **St**-story, **FT**-fairy tail, etc.

Special Cases

1. Different rights to the same Work

This applies to cases when you want to give us a combination of different rights to different "components" (lyrics, music, chords) of a song. The following example illustrates a case in which you want to give us rights to distribute freely the music and lyrics of the "Slunce" song but you want to grant us the radio and TV broadcasting rights only for the lyrics.

Name of the Work (Please specify additional data [on the origin of the Work for example] on the back of this Appendix, if needed.)	Song				Other	Type of right					Author's correction/approval (state "NO" if you do not want to make it)	
	L y r i c s	M u s i c	C h o r d s	S c o r e		To copy and distribute copies + Internet	To copy and distribute - 3rd parties	Radi o / TV	To lend	To translate		
1. Slunce				C/M								
2. Slunce				C/M								

2. Rights to scores of several songs

This applies to cases if you want to give us rights to a songbook as laid out (typeset) by you (containing songs of other authors). The right concerns the graphic typesetting of notes, chords and lyrics of the Work. We will then contact authors of individual songs for their permissions to them.

Name of the Work (Please specify additional data [on the origin of the Work for example] on the back of this Appendix, if needed.)	Song				Other	Type of right					Author's correction/approval (state "NO" if you do not want to make it)	
	L y r i c s	M u s i c	C h o r d s	S c o r e		To copy and distribute copies + Internet	To copy and distribute - 3rd parties	Radi o / TV	To lend	To translate		

	L y r i c s	M u s i c	C h o r d s	S c o r e	To c o p y a n d d i s t r i b u t e c o p i e s + I n t e r n e t	To c o p y a n d d i s t r i b u t e - 3 r d p a r t i e s	R a d i o / T V	T o l e n d	T o t r a n s l a t e
1. My songbook (1997) – I am granting rights to all songs contained in it				C/M					

Please fill in each song separately in case of a set of songs on a **cassette or a CD**.

Author's Rights

All rights listed in the Appendix for authors (i.e. in the above tables) deal only with author's permission. We need other permissions in order to distribute the Work (recording creator's and performing artist's permissions to distribute the recording, for example).

If you want to grant us only a part of the right, please cross out the remaining part in your Appendix you are ready to sign (not here in the Comments).

"To copy and distribute copies + Internet":

- We are allowed to copy the Work and distribute it without making a profit in both paper and electronic forms, to exhibit the Work or its copy, to share it by means of computer networks, to replay it in public from a record, to sing it or read it publicly.

"To copy and distribute – 3rd parties":

- We are allowed to forward the same rights as granted to us in the "To copy and distribute copies + Internet", i.e. to "sub-license". The public reading or singing are much more important here.
- Note: The previous sentence covers the public singing or reading due to the fact that presenters or singers at church and other religious or civic ceremonies (e.g. church services, weddings, baptisms, funerals...) are not subject to the Author Act and therefore do not need any sub-licence (see Author Act, § 35, section 1).

"Radio and TV":

- We can broadcast and transmit the text, score, audio-visual or other record of your Work via radio and/or TV.
- We can make such broadcasting available for listeners/viewers at publicly accessible places.
- We can give permission to broadcast, transmit and/or use a record of your Work to someone else who has the necessary technical equipment (e.g. sub-licence).

"To lend":

- We can lend a particular component of your song (i.e. lyrics, music, chords) or a combination of several components to others.
- We can allow someone else to perform such lending (i.e. sub-licence).

"To translate":

- We can have the Work translated into another language by a gifted person (and if the translation author gives us permission, we will be allowed to distribute also the translated version).

"Author's correction":

- This has been explained in this document in comments to article 4.2.

Comments to the Appendix for Performing Artists

The same rules apply as for the Appendix for authors. The only difference is that individual rights are not divided by the form of expressing the Work (i.e. forms like "song" or "other" are not presented). The information that you are the "art leader" of the ensemble/band (if it is so) is necessary for us so that we do not have to obtain the permission from all the band members or to obtain their power of attorney for a band representative.

Performing Artist's Rights

"To copy and distribute copies":

- We can make copies of the recording of your performance, presentation or interpretation (singing, playing the accompaniment), to use the recorded performance and to distribute it without making a profit, using all and any desired channels including the Internet but except radio and TV broadcasting.

"To copy and distribute – 3rd parties":

- We can make it possible for someone else to reproduce and distribute the recording of your song/presentation in a non-profit-making way (i.e. sub-licence).

"Radio and TV":

- We can broadcast or transmit your interpretation of a song or text live or from a recording in radio or TV. In case of broadcasting from a record, the record must not have been created for commercial purposes (if a record has been created for commercial purposes, the TV or radio company may use the record without your direct permission, but rather sign a contract with the collective administrator and pay them).
- We can allow someone else to broadcast, transmit or organise broadcasting (i.e. sub-licence).

"To lend":

- We can lend CDs, audio/video cassettes with your Work on them.
- We can give someone else the right to lend such media (i.e. sub-licence) – to a Christian library or a Christian coffee house, for example.

"To record and share on the Internet":

- This makes it possible for us or for a third party authorised by us to share your performance (live or pre-recorded) via a computer network. In case of using a record, this may be created by us or by an authorised entity (i.e. sub-licence).

Comments to the Appendix for Record Creators

The same rules apply as for the Appendix for authors. The only difference is that individual rights are divided by the form of expressing the Work as **audio** or **audio/video** recording. If you want to grant us also the right to distribute just the soundtrack of a video recording (of a conference, for example), please mark both options.

Record Creator's Rights

"To copy and distribute copies":

- We can reproduce and distribute the already recorded Work (CD, audio or video cassette, for example) in a non-profit-making way.
- We can allow someone else to reproduce the recorded Work and distribute it in a non-profit-making way (i.e. to sublicense them).

"To play in public + Internet":

- We can share the Work by means of a computer network and/or play it in public (at an outreach event, for example), but we cannot provide the record to radio or TV.
- We can grant these rights to someone else (i.e. sub-licence).

"Radio and TV":

- We can broadcast or transmit your record in radio or TV. The record, however, must not have been created for commercial purposes (if a record has been created for commercial purposes, the TV or radio company may use the record without your direct permission, but rather sign a contract with the collective administrator and pay them).
- We can allow someone else to broadcast the record (i.e. sub-licence).

"To lend":

- We can lend/rent your CD or audio/video cassette;
- We can grant a right to lend/rent them to someone else (i.e. sub-licence).

Make sure to contact us if:

- you have modified your Work and you want it to be distributed in the new version,
- you want to modify the rights provided to us,
- you have composed new songs or created new Works,
- some of your contact info changed.

Congratulation that you persevered reading as far as here. Should you have any questions, please contact us and we will be happy to assist you.

E-mail: dkd@dkd.cz
Phone: 224 095 813
<http://www.dkd.cz/>

Postal address:
Databáze křesťanských děl
P.O.BOX 107
130 11 Praha 3