The Critical Traditions Series

The Critical Traditions Series
invites people to recognise that life is both
more complicated and more simple
than it often appears to be.

The Critical Traditions Series
invites people to ask questions of authorities,
concepts, and practices that they
may not have considered questioning before.

The Critical Traditions Series
invites people to formulate their own responses
to critical issues of social and cultural concern.

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"I Got it for a Song!"

Lifting the Lid on Performing Rights

(a brief rant)

Anthony McCann, Ph.D.

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No. 1

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PLEASE NOTE:
This booklet does not in any way constitute legal advice.
If you want legal advice, please consult a lawyer.

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"I Got it for a Song!":
Lifting the Lid on Performing Rights (a brief rant).

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The primary function of
performing rights is that
they act as a justification for prescriptive control,
making it legitimate for one person
to prescribe the actions of another
unless a fee is paid.

In other words:

Obey me!
Pay me money!
(or else!)

Have you ever given performing rights
a second thought?

Have you ever questioned the validity of
performing rights?

Performing Rights and Copyright

According to the Copyright and Related Rights Act, 2000, "copyright is a property right whereby, subject to this Act, the owner of the copyright in any work may undertake or authorise other persons in relation to that work to undertake certain acts in the State, being acts which are designated by this Act as acts restricted by copyright in a work of that description" (17.1). Copyright, then, is a set of prescriptions on the actions of others in relation to a "literary or artistic work" which control what can or cannot be done by other people in relation to that "work". Generally copyright is understood to protect the expression of an author's ideas rather than the ideas themselves. This would explain why there is a felt need to fix a work in 'tangible' form, whether written or recorded in some other way, in order that it qualify for copyright protection. Once a work can be pointed to as an 'expression', it qualifies. According to the Copyright and Related Rights Act, 2000 (4.37), the owner of a copyright has the exclusive right to undertake or authorise others to undertake all or any of the "acts restricted by copyright". A person is understood to infringe the copyright in a work if they undertake or authorise another to undertake any of these acts without the licence of the copyright owner. The acts restricted by copyright are as follows:

(a) to copy the work;
(b) to make the work available to the public;
(c) to make an adaptation of the work or to undertake either (a) or (b) in relation to an adaptation.

Performing rights, like copyright, are statutory. Normally that means that the rights in question exist solely because there is a law somewhere that states that they should exist. In the Irish context this isn't technically the case for performing rights, though. Performing rights are not mentioned in Irish legislation. They are assumed to exist by virtue of copyright legislation. Thanks to the principles of common law, they also exist by virtue of case law precedent, something which proves to be very important in the recent history of the Irish Music Rights Organisation. Case law precedent basically works as follows: if a judge has ruled in favour of something in a court case, then effectively speaking it gets entered into law. Although not in legislation, thanks to common law precedent, performing rights can actually be counted as statutory.

The "performing right" is generally understood to pertain to making a work available to the public. If the act of copying is the first act which requires authorization, then the second is the act of public performance: "The right to control this act of public performance is of interest not only to the owners of copyright in works originally designed for public performance. It is of interest also to the owners of copyright, and to persons authorized by them, when others may wish to arrange the public performance of works originally intended to be used by being reproduced and published" (WIPO 1997:155). This 'performance' is understood to be analogous to copying. This includes performing, showing or playing a copy of the work in public; broadcasting a copy of the work in public; including a copy of the work in a cable programme service; issuing copies of the work to the public; renting copies of the work; or, lending copies of the work without the payment of remuneration to the owner of the copyright in the work.

What does that all mean, exactly?

'Copies'? 'Works'? 'Performance'? 'Remuneration'?
When you break it down
it's all pretty specific and pretty straightforward,
despite the obscurity of the language.

The logic of it all is also
more than a little dubious
when expressed in non-legal terms
that haven't been designed to cloud the issues.

There's a whole lot of mystification going on!

Say
I
spend
five minutes
writing a song,
and you learn it
and sing it in public ...

According to certain logics of
performing rights,
the following might be presented
as the process that takes place ...

Preliminary Step:

Ignore all aspects of any actual situation
except for
what you can see
what you can hear, or
what you can conceptualise
abstractly.

(Don't let the
complicated
richness
and depth
of
what actually happens
or
what people actually experience
get in the way of a
fanciful
explanation, sorry,
justification).

1

From nothing,
ex nihilo,
I produce a song.
As "author/composer" I am the
first cause, the
"originator", the
"creator",
understood in much the same way as people sometimes
understand that
God
created the world.
The song is first formed on the
blank slate of my mind,
where it is "intangible",
and then transferred to a "tangible" form where it is regarded
as
"fixed".
The "fixing" turns the "intangible" "idea" into
a "tangible" "expression".

2

Now that the song has undergone
material "fixation", it also
exists
eternally
as an abstract entity.
It is, therefore, now regarded as being
both
"tangible"
and
"intangible".
Both are
independent of my existence,
and are regarded as being
the same as each other
wherever they go or
wherever, whenever they are "performed".
The song is hereafter referred to as "the work".

3

A separation
is assumed to have occurred
between me and
"the work",
as it goes from being in my imagination
to being "fixed"
(don't forget that it also exists abstractly and eternally now
as an independent entity).
Some connection is
necessary
for me to justify my assertion
that I can continue to
control and manage
what happens to "the work".
So, to overcome this problem,
at least three logical re-connections are made,
re-establishing
a direct connection
between me and "the work".
These re-connections may be used
interchangeably or
together
to justify this control ...

RE-CONNECTION A

As I am the
"originator",
"creator", and
first cause
of "the work",
there will always be a
direct and
unbreakable connection
between me and it.
(A.K.A. The Romantic Justification)
(This is not guaranteed, however,
unless I can prove it in a court of law,
and the court will only recognise an unbreakable connection
between me and a "tangible" "fixation" of "the work",
that is, the "expression").

RE-CONNECTION B

By virtue of the fact that I
worked on
"the work" (!),
I have
mixed
my labour
with the song-as-independent-entity,
thereby establishing a
necessary connection
between the value of the work and
the worth of my labour,
for which I
must
be compensated
(A.K.A. The Lockean Justification).
This is sometimes used as a
philosophical basis
for property right thinking.

RE-CONNECTION C

By virtue of the fact that I am the
"author/composer"
of "the work",
I have embued "the work" with my
"personality".
"The work" is, in fact,
part of me,
an
extension
of my personality,
and, as such,
I am
justified
in maintaining
control over it
(A.K.A. The Hegelian Justification).
This is sometimes used as the basis for moral right thinking.

4

"The work" is,
from the
moment of "fixation"
and by virtue of its
"originality",
COPYRIGHTED,
that is,
access to it,
control of it,
and ownership of
the "expression" of "the work"
are all subject to
copyright law,
a subsection of intellectual property law.

5

Singing
a song
is
LIKE
copying
the "expression"
of
"the work".

6

No,
let's just assume that
singing
a song
is
ACTUALLY
copying
the "expression"
of that "work",
or at least
it may as well be.

7

According to
the rules of
copyright law,
I, as the "author-composer",
can
prevent you
from:

(a) copying "the work";
(b) making "the work" available to the public (like copying, but we¬ll take it that it actually is copying just for the purposes of law, and treat it just the same);
(c) making an adaptation of "the work" or undertaking either (a) or (b) in relation to an adaptation.

8

Because I could
technically,
legally,
prevent you
from singing that song
(equivalent to "making a copy of the expression of the work"),
or from "making that song available to the public",
(but in all honesty I probably practically couldn't,
as I can't be everywhere at once),
I will instead set a charge for you doing it,
in lieu of my preventing you.
You paying the charge I set will be
understood by me
to be the equivalent
of you asking me for permission.

Still not making sense? Try this ...

"The production (creation) of a musical composition passes through several stages of artistic production with each stage an art form. First, the musical piece exists the moment it forms on the surface of the composer's mind; at this point, the composition may be little more than a melody line and perhaps a lyric or two if the composer is also a lyricist. Once the basis of the composition (and sometimes lyrics) is complete, the piece of music fully exists even though no one except the composer may have heard it. The second stage in the development of the musical commodity either for listening or performing is the fleshing-out of the musical piece to a full-blown arrangement. At this stage, the musical piece takes specific form. Minimally, this means that the composition is complete enough to be identified in relation to alternative paradigm cases, and maximally, the arrangement will specify complete orchestration, that is separate musical scores for all instruments to be played, and the sequencing of bridges and interludes is prepared.

While both of these stages may be the product of the original composer, over time, numerous rearrangments of a piece of music may be written. Many of these will be slight variations of the original, but occasionally an arranger will change the composition so much that the paradigm into which the piece fits changes. So, from the original composition, numerous variations in theme can be created, and technically can be considered different pieces of music.

At this point the transformation of the piece of music into commodity form occurs."

James L. Shanahan, "The Consumption of Music: Integrating Aesthetics and Economics", *Journal of Cultural Economics* 2(2):17.

On the basis of such reasoning, judges (whose judgement I personally would question) have ruled in times past that collecting money for performing rights is perfectly valid.
By virtue of their rulings they have also declared that we can all be forced to accept the logic and consequences of performing rights, regardless of our own personal opinion about the assembly of assumptions involved, as outlined above.

These declarations have been made regardless of how fanciful or far-fetched you think the above logic is as a description or explanation of what actually happens when someone sings someone else's song.

It would of course be a practical impossibility for every "author-composer" to run around charging everyone for "performances", that is, more or less "copying" their "works" (or near enough to it for the purposes of enforcement).

Nevertheless, so the story goes, this would be a perfectly valid, indeed, enforceable way of dealing with people who sing your songs and play your tunes, sorry, "works".
So, instead of you doing the running around, keeping an eye on everybody everywhere, you can actually delegate that responsibility to a monitoring organisation called, among other monikers, a Performing Rights Collection Agency.

This is where IMRO,
and organisations like it,
step into the fray.

It's all about LICENSING.

As an enlisted member of
the Irish Music Rights Organisation
I would effectively be declaring
the following:

I think it's fine, good, and righteous
to charge people
for singing my songs or playing my tunes.
I wouldn't charge them myself, however.
This could be the case for a number of reasons,
which might include the fact that going up to someone
to ask them money for singing my songs or playing
my tunes would be embarrassing
and wouldn't earn me many friends.
And if they didn't agree to give me money,
I wouldn't really want to start an argument or
get in a fight with them.
Another reason could be that,
although I might be perfectly willing to run around
charging people for singing and playing in public,
arguing and fighting with them if need be,
I simply don't have the skill of ubiquity down pat yet,
and can't manage to be everywhere at once.
Anyway, it would be a bit tiring
keeping track of everyone all the time.

So, I delegate,
get someone else to do the dirty work.
Then I don't have to think much
about what I am asking them to do,
or why I am asking them to do it.
I don't have to worry about arguments either -
the people I am delegating the responsibility to
can simply persuade or threaten the people
I am charging.
I give them permission
to take the offenders to court on my behalf
if it is deemed necessary.
I can just sit back and wait for the money to roll in.
If my demand for money is successful,
a licensing contract is the outcome.
That will serve to give people
permission
to sing any of my songs and
play any of my tunes
in exchange for money.

The contract also implicitly includes
my assurance that neither I nor my henchmen
will chase them down,
at least until the monies are due again.
The people who collect the money for me
can take a cut of 10% for their troubles,
and I trust them to send me
the money that is due me
for
all
of the
performances
of my songs and tunes,
whenever
and
wherever
they happen.
It doesn't matter much to me that
they lump my licenses in with lots of other people's,
just as long as I see
a few pennies by the end of the year.

It's all about

LICENSING

One of the primary justifications that
the Irish Music Rights Organisation has for
enforcing performing rights is that
IMRO members assign their
performing rights
to the organisation.

This permits IMRO representatives to license
"uses" of "music".

Licensing is the
primary operation
of the organisation, and, most crucially,

IT IS ON THE BASIS OF LICENSING

THAT THE IRISH MUSIC RIGHTS ORGANISATION

EARNS ITS MONEY.

The same goes for any similar organisation worldwide.

LICENSING IS THE KEY.

**CONCEDE THE VALIDITY
OF THE LICENSING PROCESS
AND THE REST FOLLOWS ...**

That is, for IMRO to operate successfully,
or even to operate at all,
licences must be enforced
on the basis of
either
persuasion
or
the threat of litigation.

It is still technically possible for the member to license "users" outside of IMRO. That is, people are still 'allowed' to collect the money themselves,
but it rarely if ever happens.

REGARDLESS,
THE SAME LOGIC,
THE SAME BASIC LICENSING PROCEDURES,
WOULD STILL BE IN OPERATION.

In 1999, licensing revenue for the Irish Music Rights Organisation came to IR£17,418,077.

In 2000, the figure had risen to IR£19,457,780. (24,706, 284 Euro)

By 2001, the figure had risen to
26, 771, 033 Euro.

So, a lot of people join IMRO, which then gives the organisation a lot more clout when it comes to demanding money in the form of licenses. What happens then is that IMRO can provide en bloc licenses to "music users" to "perform" all the works in its "repertoire" (the sum total of the works IMRO can charge for).

Even more clout is garnered from the fact that IMRO's "repertoire" of member's works to be licensed is also understood to include the "works" of all members of all other performing rights societies worldwide, such as ASCAP and BMI in the United States, or SOCAN in Canada. This is justified by the professional affiliations and reciprocal agreements between these organisations. The number of songs in the "world repertoire" is considered to be in the region of 14.25 million.

The benefit for those who might be considered "music users" is that they are able to obtain the right to perform the "works" of all members of both the national society and those of the members of all internationally affiliated societies, without the burden of administrative and recordkeeping requirements.

Taking out a licence with IMRO gives the owner of a premises permission to "perform" any music (that is, "works") from the IMRO repertoire. Owners, of course, are not obliged to "use" any of this music (that is, ...), but, once licensed (which they are in most cases obliged by IMRO to be), they are assumed to be doing so.

Hold on a minute!?!

"Music-users" who "perform" my "works"?

What does all that mean?

Well, if you want to talk in specifics, in terms of what actually happens in the normal run of things, your guess is as good as mine.

The specifics of 'what actually happens' are the thorn in the side of performing rights thinking.

You won't get anywhere by examining the terminology.

Interestingly, the term "work" or even "musical work" is **never defined**, either in Irish legislation or in documentation provided by the Irish Music Rights Organisation.

The Copyright and Related Rights Acts, 2000 provides two tautologous (circular) non-definitions that do not at all define what a "work" or a "musical work" are:

> "musical work" means a work consisting of music, but does not include any words, or action, intended to be sung, spoken, or performed with the music (2.1).

> "work" means a literary, dramatic, musical or artistic work, sound recording, film, broadcast, cable programme, typographical arrangement of a published edition or an original database and includes a computer programme (2.1).

These types of *non-definition* assume that you already accept the concept of "the work" as an unproblematic 'given' that doesn't need to be explained.

The absence of definition,
combined with the extensive use of
specialised terms
within IMRO's operations,
contributes to mystification,
heightened abstraction,
and the unquestioned assumption of consensus
- surely everyone must know
what the terms mean!

Like "the work",
neither "music"
nor "performance"
is ever adequately defined.
It seems to be assumed that the use of these terms refers to
some sort of conditions
that provide
solid justification
for the activities of
the Irish Music Rights Organisation.

Surely there must be a product somewhere, something being sold, because there's money changing hands?

IMRO's "product" is located somewhere unspecified
within the heavy fog
maintained by the terms
"work", "music", and "performance".

All of the terms are assumed by most of us
to refer to something, some 'thing',
for the copying or use of which payment is being exacted.
This would seem to me, however, to be little more than
rhetorical sleight of hand.
The three undefined terms of
"music", "the work", and "performance"
are generally self-referential, that is,
each term refers
to the other two terms,
most often without it at all being admitted, with the effect
that the existence of all three is taken as something
not requiring any further investigation.

And what's all this talk about "owners of premises"?

I thought performing rights was all about charging people for
singing songs and playing tunes because it was something
like
"copying the work",
or something like that?

RIGHT, SORT OF.

BUT ALSO WRONG!

Agencies such as IMRO
do not charge the singer or the musician,
the person doing the "copying" or
"making the work available to the public".

WHY NOT? WHY NOT? WHY NOT?

Surely, that would make sense within the scheme of the (albeit twisted) logic.
Well, as it turns out, if the logic of performing rights were to be followed properly, and if the "copiers" were to be charged, it would all lead to a major public relations disaster. It would make a lot of singers and musicians very unhappy, and, more to the point, would reveal
the logic of performing rights as
the spurious set-up it actually is.

So, instead of risking the sharks and rapids of their own logic the agencies take a different route,
probably without even thinking about it,
which they continue to follow
because they continue to get away with it.

The key term in what really amounts to simple prevarication is "music use".

Not to be outdone by the other terminology, the terms "music use" and "music user" are interesting primarily because there is nowhere that I know of, and I've looked pretty hard, where a working definition of either term is readily available.

This is certainly the case if we don't count the type of thinking that goes round in circles, telling us that "music use" is what "music users" engage in, while "music users" are people who, yes, you've guessed it, engage in "music use".

But what do the terms actually mean with regard to what actually happens?

Who knows?

From what I can see,
the terms are employed primarily to act as
justifications for getting money
without causing too much trouble.
They serve to mystify the whole business,
at least as long as people think that the terms are
unproblematic.
As long as people
accept the bona fides of the practices associated with
performing rights
then the terms just slot in with all the other jargon.

At best, and it's a bit of a long shot,
and probably gives
more credit than is deserved,
it could be argued that the "music use" refers to
an economic theory in which people are understood to be
"profit maximizers"
who operate on the basis of "utility",
that is, what "use" can things around them be put to in order
to maximize profit.
The things in this case are of course
the magically-independent
"musical works".

Performing Rights Licensing
generally causes trouble,
which is no real surprise,
as going round with the attitude,

Obey me!
Pay me money!
(or else!)

is hardly going to win you many friends
(Ask tax inspectors).

Licensing is the most debated and litigated area of
performing rights administration worldwide.

In 1993
the Irish Music Rights Organisation paid out
more than IR£47,000 in legal expenses.

By 1999
IMRO's legal, collection and professional fees
came to IR£476,258,
a rise from IR£413,453 the previous year.

It is important, first of all, for the operatives of IMRO to ensure that premises which are party to the "performance" of music (that is, "works") are licensed, and, secondly, to maintain a system of

CONTINUOUS MONITORING

In other words,
license where you can,
and keep a sharp lookout for
anyone who tries to avoid having to
pay you as much as you demand.

Monitoring of licensed premises takes a lot of work, but, **if you follow and accept the logic of the system**, it is important that the appropriate performance royalty payments are made, and that the number of performances reported by the owner of a premises is consistent with the number of performances that actually occur.

When the representatives of the Irish Music Rights Organisation identify that a premises requires an IMRO license the proprietor is approached, and asked to sign a standard public performance contract. The licence granted by IMRO permits the licensee "to perform copyright music from the IMRO repertoire on the premises, in return for paying royalties to IMRO according to the applicable tariff" (Lyons 1999:7).

This is a "blanket license".

For people who spend their time
monitoring "music use",
the ideal situation would of course be
where EVERY "use" of EVERY "work"
is monitored,
ALL THE TIME,
EVERYWHERE.

Sounds a little scary to me.

But they can't do that, because it wouldn't be feasible, practical, or even possible, at least not as long as we don't inhabit the world of George Orwell's 1984. For those driven to monitor, then, the immeasurable "use" of "works" has provided the justification for cheap and less labour-intensive methods of licensing "use" of "works" in bulk. The party line states that blanket licences allow music users to choose and "perform" copyrighted music (that is, "works") without having to worry about obtaining licences from each and every copyright owner, or keeping a detailed account of each "performance".

That's very nice of them, giving us blanket permission
to sing songs and play tunes,
yes, very nice indeed.

Blanket licenses are a comprehensive option, in effect, entailing a condition of all-encompassing, total monitoring, but quietly so. Some people who are waiting for their royalty payments of course fear that this comprehensiveness of blanket licences is not matched with equally comprehensive distribution of royalties. Remember that blanket licensing, thanks to worldwide affiliations, covers every "work" in the "world repertoire". Although the number of those works which have been registered may be quantifiable, the number of potentially copyrightable and therefore licensable creative works stretches to infinity and beyond. The issuing of blanket licences creates something of a paradox. A blanket licence authorises "music users" to use any work within the "world repertoire", without advance notice. In order to be fully equitable in distribution practices, however, the collective must find ways to monitor the "uses" of its "works" under blanket licences. If it were to monitor all of these "uses", however, the collection and distribution of royalties would not be possible on account of the exorbitant administration costs.

Don't get too sucked in by the technicalities!!

It still comes down to the basic relationships that are established on the justification of performing rights around the simple principle:

Obey me!
Pay me money!
(or else!)

Keep that in mind at all times, and the picture stays pretty clear.

Get lost in the jargon and it all clouds up pretty quickly,

because that's

one of the most helpful effects of the jargon

for people in

the performing rights business.

Not surprisingly, most people will not attempt to contact licensing collectives to declare themselves "music users", because they don't want to pay out more money, because they think the whole performing rights business is a little suspicious, or for some other reason. Often people will only enter into a licensing agreement upon threat of litigation.

"So, you want money?
And you're going to sue me
if I don't give it to you?
Hmm, let me think ...
And you've got the support of
the legal system?
And the support of the Government?
And someone made an agreement with
you on my behalf?
And you've never lost a court case? ...
Hmm.
How much did you say?"

Because quite a few people are reluctant to pay up, understandably enough, collectives like IMRO actively identify and pursue all potential "music users", all in defense of the "rights" of "creators", that is, in defense of the claims made by people who come up with songs and tunes that they are owed money every time one of their songs or tunes is heard somewhere.

And now, a brief word from the party line:

"It is an unfortunate fact of life that respect for the rights of creators is not the norm. A significant number of users avoid or even actively resist a collective's efforts to control the use of its repertoire of works. It is up to the collective to assert its rights and the rights of its affiliated rights owners in a way that will cause compliance" (Sinacore-Guinn 1993:39).

Strong-arm, coercive tactics, including litigation, are generally avoided, needless to say, as they are costly and generate bad public relations. If someone refuses to pay for an IMRO licence when approached, then the organisation takes recourse to the Circuit Court. If a licensing agreement has been contracted but royalties are not paid, then the "music user" is sued by the Irish Music Rights Organisation as a commercial debtor. The use of debt-collection agencies is standard practice for IMRO as the last attempt at resolution before more substantial coercion.

Far preferable for the organisation is
the use of persuasion,
so significant efforts are made
to convince users of the
necessity
for proper licensing.

Often a performing rights society will undertake cultural activities, programs, and sponsorships in order to spread the gospel of performing rights, to encourage people to think about songcraft and tunecraft as
the "creation" of new, "original" "works".

This is a process of
INDOCTRINATION,
literally,
for intellectual property, copyright, and performing
rights
are
legal DOCTRINES.

The representatives of organisations such as IMRO are inclined, therefore, to indoctrinate people as to the "nature" of "creative rights", thereby garnering support for the enforcement of those rights (claims). The Irish Music Rights Organisation is very active, and, indeed, very successful in this regard. Such activities perform the obvious functions of brand recognition and public relations.

It is one thing to think that singing
someone's song is LIKE copying it.

It is quite another thing to
PERSUADE
and even
FORCE
people by virtue of
STATE LAW
to accept that singing a song is
ACTUALLY copying it.
And then to charge people money on
that basis!

It is one thing to
INVITE
people to consider that some of your ways of thinking might work for them.

It is another to seek to
PERSUADE
people to accept that your way of thinking is more
VALID
than theirs.

It is yet another to back up
your persuasion with
THREATS OF FORCE
or penalties in order that others accept that your way of thinking is the only valid interpretation of
what actually happens.

FORCING PEOPLE
TO ACCEPT YOUR WAY
AS THE
ONLY WAY
IS
BULLYING,
NO MATTER
HOW YOU DRESS IT UP
IN
RHETORIC
OR JUSTIFICATIONS
TO SUPPORT YOUR CAUSE

Further Reading

As you may have noticed, this was a bit of a rant. The longer, academic form of this rant is the Ph.D. thesis "Beyond the Commons: The Expansion of the Irish Music Rights Organisation, the Elimination of Uncertainty, and the Politics of Enclosure". Copies of the thesis are available to buy from the Beyond the Commons website, http://www.beyondthecommons.com. If you just want to read it online you can do that too, as it is available in full up there. If you are tempted to print it all out from the website, please just buy the book to spare paper and save a few trees.

If you would like to explore the history, logic and purpose of performing rights a little more formally, there are a number of places to go:

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Related Websites

Beyond the Commons:

http://www.beyondthecommons.com

Harvey Reid:

"On Copyrights, Music, & Money."
http://www.woodpecker.com/writing/essays/copyrights-money.html.
"ASCAP & BMI - Protectors of Artists or Shadowy Thieves?"
http://www.woodpecker.com/writing/essays/royalty-politics.html.

The Irish Music Rights Organisation:

http://www.imro.ie

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Born in 1972, Anthony McCann is from Warrenpoint, County Down, in Northern Ireland. He is a graduate of Queen's University, Belfast (B.A. Joint Honours, Celtic Studies and Spanish), University College, Galway (M.Phil., Irish Studies), and the University of Limerick (Ph.D., Humanities and Business). Academic Awards include the Charles Seeger Prize for Ethnomusicology, a Fulbright Award, a Government of Ireland scholarship, and a Post-doctoral Research Fellowship at the Smithsonian Center for Folklife and Cultural Heritage in Washington DC. He retains the title of Research Associate with the Center. In 1999 he acted as Assistant Coordinator and Project Coordinator of a UNESCO/Smithsonian World Conference entitled, "A Global Assessment of the *1989 UNESCO Recommendation on the Safeguarding of Traditional Culture and Folklore*: Local Empowerment and International Cooperation". Research interests include intellectual property, traditional culture, cultural policy, and social psychology. He enjoys singing, writes the odd song, and plays various instruments enthusiastically (with varying degrees of success).

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