

Legal Use of Music in our Churches

Copyright Law

In every country there are laws protecting musical works and derivative works (arrangements) from being reproduced without permission. There is an exception in the law for places of worship, but **any exceptions for worship must be disregarded once an entity chooses to live-stream their services and/or concerts**. In the Apostolic Faith Church, we must be sure that any choral or instrumental works that are performed (especially when live-streamed) are originals (purchased) and not copies. If there are copies, there should be documentation of permission granted by the copyright holder for the number of copies on hand.

There are copyright laws in every country that we have a church, so no group can say that they are an exception. All countries are subject to the [Berne Convention of International Copyright Law](#). Some countries may not strongly enforce this law, but that does not preclude our organization from obeying it.

Public Domain

1. The Strict 28-Year Initial Term [\[1\]](#)

Under the 1909 Act, copyright protection was broken into two terms. The initial term lasted exactly **28 years** from the date of first publication. If a work reached the end of this 28-year window, it would immediately enter the public domain *unless* the copyright owner took action. [\[1, 2, 3, 4, 5\]](#)

2. The Mandatory Renewal Period

To keep a copyright active beyond the initial 28 years, the rightsholder was required to formally **renew the copyright** during the final year of that 28-year term. [\[1\]](#)

- **Published 1931–1963:** If the rightsholder did not renew the copyright for a second term, the work immediately entered the public domain after the first 28 years. If it *was* properly renewed, the copyright was extended for a total of **95 years** from the publication date. [\[1, 2, 3, 4, 5\]](#)
- **Published 1964–1977:** Congress automatically granted renewal for the second term, eliminating the need to register the renewal. These works receive a flat **95 years** of protection from the date of publication. [\[1, 2, 3, 4, 5\]](#)

3. The Requirement of Copyright Notice

For works published between 1931 and 1977, U.S. law strictly required creators to publish the work with a proper **copyright notice**. This notice had to include the word "Copyright" or the symbol (©), along with the year of first publication and the name of the copyright owner. [\[1, 2, 3\]](#)

- **Missing Notice:** If a work was published without this specific notice, it automatically and immediately entered the public domain. [\[1, 2, 3\]](#)

4. Later Congressional Extensions [[1](#)]

Modern copyright law, under the Copyright Act of 1976 and the 1998 Sonny Bono Copyright Term Extension Act, changed the rules moving forward, but also locked in the maximum terms for the works published between 1931 and 1978. Today, any work from this era that successfully met the notice and renewal requirements is protected for a total of **95 years from its original publication date**. [[1](#), [2](#), [3](#)]

5. **Outside the US**, most countries (including UK, UE and others) base song expiration on the author's death (50 -70 years after death) rather than the publication date.

CCLI (Christian Copyright Licensing International)

CCLI is a fair use umbrella that allows churches to use music for congregational singing without purchasing it. Use of lyrics, sheet music and lead sheets for instrumental accompaniment are all covered.

The CCLI offices are separated by REGION. If there is not regional office, there are offices for specific countries. Below are links to the regional offices. If there is not a regional office, there are links for the specific countries within that region.

AMERICAS

[Canada](#)

[Latin America](#)

[United States](#)

PACIFIC

[Australia](#)

[New Zealand](#)

[EUROPE](#)

[ASIA](#)

[AFRICA](#)

From the CCLI website:

"The CCLI church license covers the right to copy music for congregational singing. It does not include the rights to play or perform music in the church facilities."

We cannot claim – nor does CCLI claim – that having a CCLI license gives an entity the right to copy arrangements for choir and/or instrumental ensembles. Nor does it give a soloist or small group the right to make a copy of a song and present it. A song that is presented to the congregation in a special, must be purchased or permission must be granted by the owner of the song.

There are some exceptions for countries listed under [Special License with Limited Availability](#).

Live-Streaming

If a church live-streams their services online, regardless of what country they are in, they will want to add either a CCLI Streaming License or a Streaming Plus License.

Special License with Limited Availability

The Music Reproduction License (MRL) is a special license only made available in **Australia, New Zealand, United Kingdom, Ireland and African countries.**

The MRL / Collective Worship MRL permits you to:

- Photocopy or scan pages from authorized hymn/songbooks, SongSelect and sheet music publications, including typeset sheet music downloaded from the internet.
- Electronically duplicate/share sheet music files, including being shared to a network place. (for example, emailing a PDF to another person or via a number of networked screens)
- **This license is not a blanket license for all published materials.** It only applies to the music whose publishers are listed by CCLI under this provided license.

Frequently Asked Questions

Are we permitted to use free copies found on MuseScore?

MuseScore does not police copyright violations. It is best to always check anything that is found there for copyright. The reason being that YouTube does police copyright, and if someone unknowingly presents something that is in violation, the church is considered in violation. Not the individual. YouTube has a three-strike policy too, so tolerance is pretty strict. The church would lose the ability to stream their services on YouTube for a period of time after three strikes.

Does the current policy mean we cannot present a song in church that we heard on the radio or YouTube without first purchasing the sheet music?

The sheet music must be purchased if available. If sheet music is not available, then it is the responsibility of the musician to **request permission from the person that owns the song** to present it during a live-streamed service. Without permission, it cannot be used.

Can we use orchestra pieces arranged by musicians in our church if the original composer is properly acknowledged on the sheet music?

If it is an arrangement, **permission must be granted** by the composer if they are still living. If the original composition is still under copyright and the composer is deceased, the arranger must receive permission from the copyright holder to create an arrangement.

Is it permissible to sing a song that was purchased by someone else, such as a friend, family member, or fellow choir member?

Yes. Because the music has been purchased. Nothing stipulates that only the purchaser can present the original that was legally obtained. If more music is needed, you must purchase more originals, or request permission from the publisher/copyright holder to make copies.

If I purchase 10 pieces of sheet music for a specific group, can those be shared with the choir for a different presentation later on?

Yes. Those ten pieces can be kept in your library for future use. If you need more copies, you must purchase them.

What about music that has existed for more than 50 years like Holy, Holy, Holy or Amazing Grace – can they be altered without making the copyright law?

Many of our hymns are considered public domain (see public domain section), and arrangements can be done with no copyright infringement. However, there are publishing houses that will purchase copyrights for songs as they come near expiration. It is always best to double check before composing any arrangements.