

ACA Membership Guidelines

1. Welcome to the Alliance

New composer members of ACA must complete the ACA Grant of Rights, which establishes ACA as the Publisher for all of the composer's titles controlled by him or her. The Grant of Rights bestows on ACA the rights to reprint, sell, or rent this music, and to issue mechanical, synchronization, and other licenses, as the administrator and distributor of the works. The Grant does not transfer copyright ownership, which remains with the composer.

ACA members should maintain their association with the performing rights organization, BMI, in order to receive credit for performances of their music. Upon receipt of the signed ACA Grant of Rights, payment for dues for the first year of membership, and supporting documents, ACA will notify BMI of the new membership and transfer the composer's unpublished and self-published works as agreed, to the American Composers Alliance BMI publishing imprint, American Composers Edition. For all ACA-registered titles (transferred or new registrations), the composer will receive the full writer's share of performance royalties directly from BMI.

2. Dues

For each calendar year of membership, ACA Regular Members owe annual dues to ACA in an amount determined by the ACA Board of Governors, set forth in the effective ACA Current Policies. An ACA Member is in good standing when current with dues. ACA membership dues are not refundable.

3. Services

The ACA Current Policies & Rates document sets forth services available to ACA Members in good standing. These policies and procedures may change at the discretion of the ACA Board of Governors.

ACA Membership Regular Services are available at no additional charge. ACA Special Services may require payment of fees as set forth in the effective ACA Current Policies or as determined by the ACA Executive Director.

4. Registration/Deposit of Works

ACA registers all properly submitted work with BMI for performance tracking and royalty distributions. To assign a work to ACA, the ACA Member must provide ACA with complete performance materials, copies of necessary permissions/clearances for any material in the work not owned by the submitting ACA member (e.g., for using text under copyright), and cataloging information, according to the guidelines in the effective ACA Current Policies documents.

Submission of audio files to ACA constitutes the composer's clearance and permission to use excerpts for promotional and fundraising purposes.

5. Self-Distribution

ACA Members may duplicate and distribute their own ACA works, provided ACA is identified as the publisher in a manner set forth in the effective ACA Current Policies.

6. Royalties

For ACA Members in good standing, a portion of sales, rentals, and license fees collected by ACA will be paid in annual royalty grants, at rates set forth in the effective ACA Current Policies.

7. Transfer of Works to or from ACA

ACA Members may transfer any of their ACA works to other publishers, upon written request to ACA. Mechanical licenses for works transferred to a new publisher should be requested separately by the new publisher, and will be transferred at the end of the next calendar year. ACA will notify BMI of the transfer of titles to the new publisher.

ACA Members may transfer works from other publishers to ACA, according to the requirements of the other publishers and the procedure for registration and deposit of works in the effective ACA Current Policies documents. ACA will assist composers in recovering their publishing rights to titles that have gone out of print with other publishers, for any titles that the composer wishes to transfer to ACA.

8. Resignations

ACA Members wishing to resign from ACA may do so in writing. The resignation becomes effective the following July 1. ACA will notify BMI of the resignation and delete the member's works from its sales catalog and will expunge all electronic files of the composer's music on its computer servers, upon written request. Printed materials will remain on deposit with ACA at its archives at the University of Maryland, in perpetuity. A Deed of Gift can stipulate how the library is allowed to distribute the affected music in the future.

9. Custodial Membership

ACA Custodial Membership is the continuation of the composer's membership after death, insuring availability and distribution of the composer's work for continued promotion and performance. Detailed information about this plan is available from ACA separately.

ACA members or a composer's estate may establish custodial membership at any point, or the heirs may keep ACA services in place by continuing to pay regular membership dues on behalf of the deceased. All materials on deposit at the time of death will remain in the ACA Collection at the University of Maryland (College Park) Special Collections in Performing Arts, a state-of-the-art archival facility.

10. Membership Cancellation by ACA

Services provided by ACA will cease if the composer's membership ends through non-payment of dues or rejecting a custodial plan. Further promotion of the composer's catalog will be up to the discretion of ACA. Scores and parts on deposit may be assigned directly to the research-only collection at the University of Maryland Library, and may no longer be available for sale or reprint services.

11. Cessation of Activities

In the event that ACA ceases publishing activities on behalf of its membership, the publishing rights for all ACA works will be transferred to the composer or his/her estate. Materials on deposit, in physical or digital format, will remain in the custody of the University of Maryland, College Park, Special Collections in Performing Arts Library, for long-term archival management by the University, subject to the terms of composers' Deeds of Gift.

Scores that have been deposited as PDF or scanned by ACA can be transferred to another on-demand printing service at the written request of the composer.