

# Publishers 101

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*A practical primer on music publishing: what a publisher does, the two halves of a song's copyright, deal types, how royalties flow, and when to self-administer vs. sign. US-focused.*

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## First: two copyrights, not one

Every released song has **two separate copyrights**, and money flows on both:

1. **The composition (the song itself)** — the melody, lyrics, and underlying music. This is the **publishing** side. Owned by the songwriter(s) and their publisher(s).
2. **The master (the sound recording)** — the specific recorded version. This is the **label/recording** side. Owned by whoever made/funded the recording.

Publishing is about the **composition**. A producer or artist can own the master but earn nothing on the publishing if they didn't write — and a songwriter can earn publishing on a hit they never recorded. Keep the two straight; they pay out through different systems.

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## What a music publisher does

A publisher's job is to **exploit and administer the composition** — to make sure the song earns everywhere it can and that the money is collected. Core functions:

- **Registration** — registering songs with PROs (ASCAP/BMI/SESAC), The MLC (mechanicals), and societies worldwide so royalties can be tracked and collected.
  - **Royalty collection** — chasing down performance, mechanical, and sync income across territories and making sure nothing is left on the table.
  - **Licensing & sync** — pitching songs for use in film, TV, ads, games, trailers, and issuing licenses.
  - **Creative services** — setting up co-writes and sessions, pairing writers with artists, song pitching, catalog development.
  - **Advances** — fronting money against future publishing earnings (recoupable, like a label advance but on the publishing side).
  - **Administration** — the paperwork machine: splits, metadata, audits, statements.
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## Writer's share vs. Publisher's share

Publishing income is conventionally split into two halves:

- **Writer's share (≈50%)** — always belongs to the songwriter. Even in a full publishing deal, the writer keeps their writer's share; it's paid directly to the writer (e.g., via their PRO for performance income).
- **Publisher's share (≈50%)** — the half a publisher controls in exchange for its services. If you have **no publisher**, you own this half too (you are effectively your own publisher).

So a self-published writer owns 100% (both halves). When you sign a deal, you're typically deciding **how much of the publisher's share** to give up, and for how long.

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## Deal types (from least to most you give up)

### 1. Administration ("admin") deal

The publisher only **administers**: registers, collects, and accounts — for a fee (commonly ~10–20% of income). You keep ownership of your copyrights and your publisher's share; the admin just takes a cut for doing the collection work. - **Best for**: writers who already have a catalog earning money and just want it collected efficiently without giving up ownership. - **You keep**: ownership and control. **You give up**: a percentage as an admin fee, usually for a short term.

### 2. Co-publishing ("co-pub") deal

You and the publisher **co-own** the publisher's share — typically a 50/50 split of that half, meaning you end up with about **75% of total publishing** (your full writer's share + half the publisher's share) and the publisher gets ~25%. The publisher actively works the catalog (creative, sync, advances). - **Best for**: developing writers who want a partner with advances, sync muscle, and co-writing connections, while keeping meaningful ownership. - **You keep**: writer's share + half the publisher's share. **You give up**: half the publisher's share and some control, usually for multiple years.

### 3. Full publishing deal

The publisher takes the **entire publisher's share** (you keep only the writer's ~50%) and usually owns the copyrights for the term. Largest advances and most active support, least ownership retained. - **Best for**: writers who want maximum up-front money and full-service support and are comfortable trading ownership. - **You keep**: writer's share. **You give up**: the full publisher's share and copyright control for the term.

**Watch in any deal**: the **term**, whether copyrights **revert** to you afterward, the **territory**, what's **recoupable**, and the **advance** size relative to what you're giving up. Reversion and a reasonable term are often worth more than a bigger advance.

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# How publishing royalties flow

There are three main income types on the composition side:

## 1. Performance royalties

Generated when a song is **publicly performed** — streamed, played on radio/TV, performed live, played in venues/bars/stores. - Collected by **PROs**: in the US, **ASCAP, BMI, or SESAC** (each writer/publisher affiliates with one). - The PRO pays the **writer's share directly to the writer** and the **publisher's share to the publisher** (or to the writer if self-published). - You must **register each work** with your PRO to get paid.

## 2. Mechanical royalties

Generated when a song is **reproduced** — physical sales, downloads, and the mechanical portion of interactive streaming. - In the US, streaming mechanicals are administered by **The MLC (Mechanical Licensing Collective)**. Register with The MLC to collect them. - Mechanical income for the composition is separate from the master's streaming payout.

## 3. Sync royalties

Generated when a song is **synchronized to picture** — film, TV, ads, games, trailers, social/branded content. - Requires a **sync license for the composition** (and a master-use license for the recording — two licenses for the two copyrights). - Negotiated/issued by the publisher (or the writer directly if self-published). Often a flat upfront fee plus potential backend (performance royalties when the placement airs).

**Don't forget the master side:** the recording also earns. Digital performance royalties for the **master** (non-interactive streaming/satellite radio) are collected separately by **SoundExchange**, paid to the master rights owner and featured artists — that's recording income, not publishing, but artists should register there too.

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## Self-administration vs. signing a publisher

### Self-admin (DIY publishing)

You register yourself as a publisher with a PRO, register your songs with the PRO and The MLC, and either collect directly or use a low-cost **publishing administrator** (a service that handles global collection for a flat fee or small percentage, no ownership taken). - **Pros:** you keep 100% of publishing, full control, flexibility, no long term. - **Cons:** you do the work (or pay an admin to), no big advance, no creative team pitching you for syncs/co-writes, easy to miss global income if you're not diligent. - **Best when:** you're early, want to keep ownership, and your catalog isn't yet earning enough to attract a strong deal — pair this with a publishing **admin service** so collection is handled while you keep your rights.

## Signing a publisher (co-pub or full)

- **Pros:** advances, an active team chasing syncs and placements, creative connections, global collection muscle, someone who *works* your catalog.
- **Cons:** you give up part of the publisher's share and some control for a term; advances are recoupable.
- **Best when:** you have proven songs/catalog and want capital plus a partner to maximize sync and reach.

**Manager's note:** Many artists start **self-administered with an admin service** to keep 100% while building catalog value, then negotiate a co-pub or full deal later from a position of strength once the songs are earning and there's a track record to point to. Whatever you do, **register every release** with your PRO and The MLC (and the master with SoundExchange) — unregistered works simply don't get paid.

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## Quick glossary

- **Composition** — the song (melody/lyrics); the publishing copyright.
  - **Master** — the recording; the label/recording copyright.
  - **Writer's share** — the ~50% that always belongs to the songwriter.
  - **Publisher's share** — the ~50% a publisher controls (you own it if unpublished).
  - **PRO** — Performing Rights Organization (ASCAP/BMI/SESAC) — collects performance royalties.
  - **The MLC** — collects US streaming mechanical royalties.
  - **SoundExchange** — collects digital performance royalties on the **master** side.
  - **Admin deal** — publisher collects for a fee; you keep ownership.
  - **Co-pub deal** — you and publisher share the publisher's share (often ~75/25 to the writer overall).
  - **Full publishing deal** — publisher takes the whole publisher's share for the term.
  - **Sync** — licensing a song to picture (film/TV/ads/games).
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*This is an overview, not legal advice. Have an entertainment attorney review any publishing agreement before signing.*