

**Policies for the Recording Studio of the Towson  
University Department of Music**

**Towson University Department of Music**

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by Towson University Department of Music

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# Chapter 1. Introduction

## 1.1. The Recording Studio of the Towson University Department of Music

The Recording Studio of the Towson University Department of Music (RSTUDM) is designed and built to support the creative work of the students and faculty of the Towson University Department of Music. The RSTUDM is designed to function as a professional audio recording and production facility, specialized for the recording and production of music. As a crucial component of contemporary musical practice, and as an integrated component of the Center for the Arts building, the RSTUDM is a usually and customarily provided resource.

The modern recording studio is an integrated musical instrument. Like communal instruments found in many cultures, the recording studio is an instrument built for and maintained by a community, for the sake of developing and distributing musical expression. The primary community of the RSTUDM is the faculty of the Towson University Department of Music.

The RSTUDM consists of the Control Room, Machine Room, Storage Room, Main Room, and the three Isolation Booths found in CA 3086, Center for the Arts, Towson University. The RSTUDM contains networked audio and video to spaces remote to the RSTUDM, including the Recital Hall, Kaplan Concert Hall, and the Choir and Band rooms. These spaces may function, when appropriate and necessary, as auxiliary recording spaces of the RSTUDM.

All equipment, both loose and installed, found in the premises of the RSTUDM and documented on the RSTUDM Materials Manifest (see *Records, Storage, and Website*, Section 2.10) are considered part of the RSTUDM. Physical media (DATs, ADATs, CD-Rs, DVDs) may or may not belong to the RSTUDM.

The RSTUDM was initially proposed by the Department of Music as part of the renovation and expansion of the Center for the Arts in 1996. This initial proposal was authored by Dr. William Kleinsasser. Funding was approved in 2001, design began in 2002, and construction began in 2004. The facility was designed by Wilson Butler Lodge, Inc. (Boston) and Design Collective, Inc. (Baltimore), with audio consultation provided by Acoustic Dimensions. Dr. William Kleinsasser, Dr. David Kim-Boyle, and John Spivey contributed detailed audio and video equipment specifications. Installation was performed by Audio Design Solutions, Inc. (ADS) and Maryland Sound and Image (MSI). Revisions to the Control Room monitoring design were completed by Dr. Christopher Ariza in 2006. Installation and software and hardware configuration by MSI and ADS continued through the Fall of 2008. Training was provided and recorded on video by MSI in August and September of 2008. The RSTUDM formally opened on 10 December 2008.

## 1.2. Programs within the RSTUDM

As a professional recording facility, the RSTUDM is well suited to handle a variety of recording projects involving diverse ensembles. The facility additionally includes tools for audio editing, mixing, and mastering. The RSTUDM is not designed for rehearsal, performance, or broadcast.

The RSTUDM is designed as a teaching recording studio. Two recording techniques classes are taught within the RSTUDM. These courses are Recording Techniques I (MUSC 281) and Recording Techniques II (MUSC 482). Additionally, course-based independent research at the undergraduate and graduate level may make use of the RSTUDM. These classes will be referred to throughout this document as “Department of Music recording techniques classes.”

FreeTrack is a program that invites Towson University students and faculty into the RSTUDM for Pedagogical Recording Sessions of public domain and/or new works (licensed under the *Mechanical License Agreement (Educational)*, Appendix F). The completed recordings, owned by Towson University and licensed under an open, non-commercial license (see the *Recording Agreement for Non-Exclusive Services (Educational Recording)*, Appendix H), will form the RSTUDM Audio Commons Archive, a collection of documented materials for recording techniques pedagogy. These sessions are conducted as part of the Department of Music recording techniques classes.

The RSTUDM may sponsor or be associated with special events or competitions, granting studio time as an award to Performance Entities. Such awarded studio time may be staffed by Student Engineers from Department of Music recording techniques classes. Various other independent programs and projects, affiliated with and sponsored by the Department of Music, may be conducted in the RSTUDM. The Pedagogical Director is responsible for administration and supervision of awarded Sessions and other independent projects.

## 1.3. Scope and History of this Document

This document establishes the working policies of the RSTUDM. These policies are designed to offer clear procedures for administration, use, maintenance, and future development of the RSTUDM. The included Appendices provide forms and agreements for handling scheduling, liability, copyright, and the ownership of intellectual property created within the RSTUDM.

The first draft of this document was created in the Fall of 2006 and Spring of 2007 by Dr. Christopher Ariza. Revisions and expansions continued through the Fall of 2008. This document was created under the guidance of an ad-hoc committee consisting of Dr. Christopher Ariza, Dave Ballou, Dr. William Kleinsasser, and John Spivey. Rick Davis, Cataloging Librarian of Cook Library, offered advice on intellectual property and copyright. Dr. Terry Ewell, Chair of the Department of Music, the Department of Music Jazz and Commercial Music Division, and the Department of Music Executive Committee offered additional refinements. Liability, copyright, and related agreements were drafted by Towson University Associate Legal Council Barbara English in consultation with Dr. Christopher Ariza. The complete text was drafted and edited by Dr. Christopher Ariza.

Version 1 was approved by the Department of Music Faculty on 11 November 2008. Version 2 was approved on 14 May 2009.

## **Chapter 2. Administration**

### **2.1. Priorities**

The RSTUDM exists within the Department of Music to serve the needs of the Department of Music, as well as those of the larger Towson University community. In order to clarify these needs, the following priorities are established. These priorities are used to determine preferences in terms of RSTUDM development, scheduling, and expenses.

1. Recording arts pedagogy. This includes the directed instruction, in-class demonstration, and course-based independent research conducted by faculty and students in the Department of Music recording techniques classes. This also includes the collection, archiving, and distribution of licensed recordings for non-commercial use and pedagogical study.
2. The recording, mixing, and mastering of professional audio recordings produced and/or performed by Department of Music faculty.
3. The recording, mixing, and mastering of professional audio recordings produced and/or performed by Official Music Ensembles (e.g. course-based Department of Music ensembles, ensembles administrated by the Department of Music or COFAC) and directed by full-time or adjunct Department of Music Faculty or Staff
4. The recording, mixing, and mastering of professional audio recordings produced and/or performed by Department of Music students.
5. The recording, mixing, and mastering of professional audio recordings produced and/or performed by Towson University students, faculty, or organizations outside of the Department of Music.
6. The recording, mixing, and mastering of professional audio recordings produced and/or performed by individuals or organizations outside of the Towson community.

### **2.2. Administrative Positions**

As a professional audio recording facility, all operators within the RSTUDM have specified positions with delineated responsibilities. Administrative positions are responsible for operational specifics of the studio or a recording session. Technical positions are responsible for direct operation of RSTUDM equipment and software, and are technically trained in audio production and/or the RSTUDM facilities.

The RSTUDM is managed by the Department of Music, with oversight provided by full-time Department of Music faculty in the JCMD. The positions, defined below, are established in relation to the operation of the RSTUDM. Neither these policies, nor these positions, supersede or contradict existing authority structures as defined in existing Towson University policies.

The Managing Director is responsible for Session scheduling, Staff Engineer assignment and supervision, and general technical and financial administration of the RSTUDM. Additionally, the Managing Director is the Program Director of the RSTUDM Stateside account (see *Finances, Maintenance, and Acquisitions*, Section 2.9). This position is held by the Department's Computer/Audio Manager. This role is currently held by John Spivey.

The Pedagogical Director is responsible for pedagogical development, oversight of course-based student projects and research, receiving and processing Studio Access applications, Staff Engineer assignment and supervision, and general technical administration of the RSTUDM. This position is held by the full-time faculty member responsible for courses in recording techniques. This role is currently held by Dr. Christopher Ariza.

The Session Manager is a position held by any full-time Department of Music faculty member, or by others designated by the RSTUDM/JCMD (see below). The Session Manager serves as a representative of the Department of Music, and is responsible for the oversight of the Performance Entity (see *Performance Entities and Performance Entity Representatives*, Section 2.3) involved in a Session (see *Sessions*, Section 2.5). Staff and/or Visiting Engineers (see *Technical Positions*, Section 2.4), responsible for technical tasks, will work with the Session Manager and the Performance Entity Representative to complete the Session. A Session Manager may or may not be technically trained in operation of the RSTUDM. The positions of Session Manager and Performance Entity Representative may be occupied by the same person.

When appropriate and necessary the RSTUDM/JCMD may, via written approval, confer Session Manager status to persons who are not full-time Department of Music faculty. Requests for such exceptions must be made in writing. Denied requests may be appealed to the Department of Music Executive Committee.

Full-time Department of Music faculty within the JCMD provide oversight over the policies and budget of the RSTUDM. If the Managing or Pedagogical Directors are not within the JCMD, they are given votes for all decisions relating to the RSTUDM. This larger committee, including the Managing and Pedagogical Directors, is referred to within this document as the RSTUDM/JCMD. If the RSTUDM/JCMD is unable to come to an agreement, decisions may be forwarded to the Department of Music Executive Committee.

Changes to policies set forth in this document must be approved by majority vote of the Department of Music Faculty. The RSTUDM/JCMD may independently make changes to fees, time limits, and monetary limits set forth in the *Rate Schedule* (Appendix A).

### **2.3. Performance Entities and Performance Entity Representatives**

A Performance Entity is a group of performers, contributors, or other artists recorded during a Session. All Performance Entities must be associated with and supervised by a Session Manager. Session Managers may simultaneously be included within a Performance Entity. Categories of Performance Entities are defined in the *Rate Schedule* (Appendix A).

Each Performance Entity must have a single Performance Entity Representative. A Performance Entity Representative works with Staff and/or Visiting Engineers to achieve the desired artistic goals

of the Session. The Performance Entity Representative is personally responsible for payment of fees (see the *Rate Schedule*, Appendix A and the *Studio License Agreement*, Appendix D), copyright clearance and mechanical license fees, and equipment liability (see *Equipment Liability Agreement*, Appendix B). A Session Manager included within a Performance Entity may simultaneously occupy the position of Performance Entity Representative.

## 2.4. Technical Positions

A Student Engineer is a Towson University student who is currently enrolled in Recording Techniques II (MUSC 482).

A Junior Assistant Engineer is a Towson University student or contingent employee who has either (a) successfully completed both of the Department of Music recording techniques classes and has been approved for work in the RSTUDM by the Pedagogical Director or (b) has been trained and approved by the Managing Director.

A Senior Assistant Engineer is a Towson University student or contingent employee who has completed the requirements of a Junior Student Engineer and has demonstrated over 80 hours of satisfactory work-experience in the RSTUDM. The title of Senior Assistant Engineer is granted by the Managing and Pedagogical Directors.

A Visiting Engineer is a professional audio engineer who has been invited by a Session Manager or a Performance Entity Representative to work on a Session in the RSTUDM. Visiting Engineers must have demonstrated experience in professional audio recording, and will be required to submit a professional resume. If lacking such experience, the RSTUDM/JCMD reserves the right to deny Visiting Engineer status. Appeals to such decisions may be brought to the Department of Music Executive Committee. A Staff Engineer must be present during all Sessions conducted by Visiting Engineers.

Junior and Senior Assistant Engineers are Staff Engineers. At this time, there does not exist a Chief Engineer of the RSTUDM. Professional engineers or industry specialists may be invited to the RSTUDM to serve as visiting or resident Chief Engineers. While providing technical training, assistance, and oversight, the Managing and Pedagogical Directors are not Staff Engineers.

## 2.5. Sessions

A Session is a period of time in the RSTUDM in which a recording is made and/or produced. A Session includes all setup, recording, mixing, mastering, and strike time conducted within the RSTUDM. All Sessions must have a single Session Manager and a single Performance Entity Representative.

All Performance Entities who desire to use the RSTUDM must secure a Session Manager (*Administrative Positions*, Section 2.2). As stated above, the Session Manager may be a member of the Performance Entity. During Pedagogical Recording Sessions, the Pedagogical Director serves as Session Manager. All Performance Entities must submit a Studio Access Application (Appendix I).

The Studio Access Application will be available for download from the RSTUDM website (<http://rstudm.org>). All applications must be submitted electronically via email to the Pedagogical Director; paper documents will not be accepted. Applications from Performance Entities not affiliated with the Department of Music (Towson University Students (Section A.5), COFAC Faculty and Organizations (Section A.6), Towson (Non-COFAC) Faculty and Organizations (Section A.7), and Off-Campus Organizations and Individuals (Section A.8)) will be voted on by the RSTUDM/JCMD. In the case of a negative vote, the Performance Entity may appeal the decision to the Department of Music Executive Committee.

Each session will be issued a unique Session Index Number (SIN) by the Managing or Pedagogical Director. All computer files relating to this session, as well as all paperwork, documents, and forms associated with the Session, must bear the SIN.

Sessions are granted a period of time in terms of hours. The details of scheduling sessions are provided in *Session Scheduling* (Section 2.7). If the Session is not completed within this time, a new Session, with a new SIN, may be scheduled.

The Session Manager and Performance Entity Representative must be present throughout the Session. As defined in the *Equipment Liability Agreement* (Appendix B), Performance Entity Representatives are responsible for repair or replacement costs of any equipment damaged as the result of negligence. Any damages must be recorded in the Incident Manifest (Section 2.10.3). In the case of disputes in regard to liability, written appeal can be made to the RSTUDM/JCMD. Further appeal, if necessary, can be made to the Department of Music Executive Committee.

Staff Engineers assigned to a Session will be given a Control Room key. Visiting Engineers will work with Staff Engineers to gain access to the Control Room, the Machine Room (if necessary), and the Storage Room. Session Managers may be given keys to the Main Room, providing access to the recording spaces for setup.

Three types of Sessions are permitted in the RSTUDM:

1. Pedagogical Recording Sessions. The purpose of these Sessions is the study and pedagogical development of recording techniques. The products of these Sessions will be made available for students and/or the public as part of the RSTUDM Audio Commons Archive, and will be licensed under the *Recording Agreement for Non-Exclusive Services (Educational Recording)* (Appendix H).

Works recorded during Pedagogical Recording Sessions must be either free of copyright (in the public domain) or be new works, with copyright owned by the performers and licensed under the *Mechanical License Agreement (Educational)* (Appendix F).

2. Educational Use Recording Sessions. The purpose of these Sessions is the creation of professional recordings of Official Music Ensembles (Section A.1). The terms and conditions of these sessions are defined in the *Studio License Agreement Educational Use* (Appendix E). The products of these Sessions will be controlled by Towson University.

Works recorded during Educational Use Sessions must be either free of copyright (in the public domain), new works with copyright owned by the Session Manager or Performance Entity Representative, new works with copyright owned by the Performance Entity, or licensed

and/or fully authorized performances of copyrighted works. The Performance Entity Representative is fully responsible for securing all copyright permissions and, if necessary upon publication, payment of mechanical licenses.

3. Professional Recording Sessions. The purpose of these Sessions is the creation of professional recordings. The terms and conditions of these sessions are defined in the *Studio License Agreement* (Appendix D). The products of these Sessions will be controlled by the Performance Entity.

Works recorded during Professional Recording Sessions must be either free of copyright (in the public domain), new works with copyright owned by the Session Manager or Performance Entity Representative, new works with copyright owned by the Performance Entity, or licensed and/or fully authorized performances of copyrighted works. The Performance Entity Representative is fully responsible for securing all copyright permissions and, if necessary upon publication, payment of mechanical licenses.

## 2.6. Distribution

Distribution of materials recorded at the RSTUDM are governed by the following categories.

1. Pedagogical Recording Sessions. Recordings of public domain and/or new works (licensed under the *Mechanical License Agreement (Educational)*, Appendix F) will be made available for internal and/or external distribution under the *Recording Agreement for Non-Exclusive Services (Educational Recording)* (Appendix H), as part of the RSTUDM Audio Commons Archive.
2. Educational Use Recording Sessions. It is the responsibility of Performance Entity Representatives to make explicit arrangements as to copyright permission, ownership, and mechanical licensing. Distribution of recordings owned by Towson University requires approval by the Provost's Office and/or assignees with delegated authority. The recording of a published, copyrighted work that has never been recorded and distributed cannot take place without written permission from the copyright holder.
3. Professional Recording Sessions. It is the responsibility of Performance Entity Representatives to make explicit arrangements as to copyright permission, ownership, and mechanical licensing. Recordings produced during Professional Recording Sessions will not be distributed or published under any affiliation of the RSTUDM. In the case that RSTUDM Staff have provided original contributions, the Performance Entity Representative may secure these copyrights with the *Recording Agreement for Non-Exclusive Services* (Appendix G). The recording of a published, copyrighted work that has never been recorded and distributed cannot take place without written permission from the copyright holder.

The RSTUDM will only distribute works with full copyright licensed under the *Recording Agreement for Non-Exclusive Services (Educational Recording)* (Appendix H) and mechanical rights under the *Mechanical License Agreement (Educational)* (Appendix F).

As defined in the *Studio License Agreement* (Appendix D), *Recording Agreement for Non-Exclusive Services* (Appendix G), and *Recording Agreement for Non-Exclusive Services (Educational Recording)* (Appendix H), all published recordings created in the RSTUDM must credit the studio. The type of work

completed in the RSTUDM (recording, mixing, and/or mastering) must be indicated. For example, if recording and mixing were completed within the RSTUDM, the following indication must be used: “Recorded and mixed at the Recording Studio of the Towson University Department of Music (RSTUDM).”

## **2.7. Session Scheduling**

The Managing Director is responsible for scheduling all Sessions. All requests must be made in the form of a Studio Access Application. This form must be submitted digitally via email to the Pedagogical Director. After application approval, scheduling requests must be confirmed with the Managing Director. Studio scheduling is made in one-hour increments. All scheduling requests must be made at least two weeks prior to the desired session date, and cannot be made more than eighteen months in advance. Time limit exceptions may be made in special circumstances based on availability and approval of the RSTUDM/JCMD.

The RSTUDM is made available under four contexts: (1) course-based teaching, (2) independent student studio time, (3) Managing and Pedagogical Director administration and maintenance, and (4) open studio time.

As affirmed by the priorities statement, course-based teaching and student studio time are given priority during the Fall and Spring semesters. Prior to the beginning of each semester, the Managing and Pedagogical Directors will specify these times.

1. Course-Based Teaching. Department of Music recording techniques classes will be taught, in full or in part, in the RSTUDM. These courses will meet for up to two 1 hour and 15 minute sessions per week per section offered.
2. Independent Student Studio Time is reserved studio time for students enrolled in Department of Music recording techniques classes to pursue course-based work. At least 15 hours per week will be given for Independent Student Studio Time. A Staff Engineer must be present during all Student Studio Times.
3. The Managing and Pedagogical Directors may reserve studio time for administration and maintenance. This time will be used for testing, developing, installing, and configuring RSTUDM hardware and software.
4. Open Studio Time is available for Sessions within regular RSTUDM hours of operation. A Staff Engineer must be present during all Open Studio Times.

## **2.8. Session Procedures, Limits, and Fees**

As a professional audio recording facility, effective usage and long-term maintenance of the RSTUDM requires trained staff. As such, only technically qualified student, staff, or visiting engineers, in addition to the Managing and Pedagogical Directors, are permitted to operate RSTUDM equipment. Exception is only granted to technically qualified Session Managers approved by the RSTUDM/JCMD in writing.

All Educational Use and Professional Recording Sessions (*Sessions*, Section 2.5) in the RSTUDM must be conducted with the presence of at least one Staff Engineer. Sessions employing auxiliary recording spaces must be conducted with the presence of at least two Staff Engineers. Exception is only granted to technically qualified Session Managers approved by the RSTUDM/JCMD.

In many circumstances one or more Staff Engineers will setup and run the entire recording session, under the artistic direction of the Performance Entity Representative and/or Session Manager. The Staff Engineer may be responsible for mixing and mastering, also under the artistic direction of the Performance Entity Representative and/or Session Manager; or, recorded materials may be delivered to the Session Manager for external mixing and mastering. In the case of a Visiting Engineer, a Staff Engineer will be available to assist the engineer in the particular technical details of the RSTUDM. Staff Engineers further function to ensure adherence to RSTUDM policies and proper care of equipment.

Staff Engineers are paid a fee based on current rates for student workers or contingent employees. Depending on budget allocations, Staff Engineer fees may be discounted for Performance Entities affiliated with the Department of Music. Additional maintenance fees for general studio upkeep are required of all Performance Entities. The Performance Entity Representative is responsible for collecting and/or providing the fees to the Managing Director. Details in regard to the payment of fees are provided in the *Studio License Agreement* (Appendix D) and *Studio License Agreement Educational Use* (Appendix E).

In order to provide fair access to the RSTUDM, yearly time limits are established for various types of Performance Entities. Time limits are allocated in relation to Performance Entity, not Session Manager, and are specified within the academic year. Time limits are not transferable and do not rollover to subsequent years. Time limits cannot be pooled within a single Session, even if that Session contains multiple individuals with time allocations.

All fees and time limits, as documented in *Rate Schedule* (Appendix A), are subject to change based on budgetary needs of the RSTUDM and the Department of Music, and may be scaled to better reflect contemporary market conditions. The RSTUDM/JCMD will annually review and update the fee and time limit schedule.

## **2.9. Finances, Maintenance, and Acquisitions**

A Towson University Stateside Self-Support Account will be established for the RSTUDM. All Staff Engineer and maintenance fees obtained from Sessions will be deposited in this account. Funds from this account will be used to pay Staff Engineers and fund RSTUDM structure and equipment maintenance and expansion. Funds from this account may additionally be used for visiting or resident Chief Engineers and guest speakers, as well as other pedagogical presentations and resources.

Finances of the RSTUDM will be recorded and managed by the Managing Director, with oversight provided by the Department of Music Chair. The Managing Director, as Program Director of the RSTUDM Stateside Account, is the signatory, and the Chair is the secondary signatory.

All Staff Engineer fees obtained from Sessions will be transferred to the Department of Music account for payment to Staff Engineers.

Annual requests for equipment repairs and acquisitions will be made by the Managing and Pedagogical Directors. These requests may be reviewed by the RSTUDM/JCMD. In the case that the RSTUDM Stateside account does not have sufficient funds for repairs and acquisitions, requests may be made directly to the Department of Music.

## **2.10. Records, Storage, and Website**

### **2.10.1. Materials Manifest**

The RSTUDM Materials Manifest provides a complete list of all hardware and software in the RSTUDM. This document will be maintained as a spreadsheet. This document will contain all serial numbers for hardware and software, as well as, in the case of software, authorization and licensing codes.

The RSTUDM Materials Manifest additionally contains a schedule of planned retirement and replacement for all RSTUDM equipment. With this information annual maintenance expenses will be projected at least twenty years in advance.

In the rare case that an item is checked-out of the RSTUDM, the dates of usage and the name of the person responsible for the equipment will be entered into the Materials Manifest. Only specially-designated materials may be removed from the RSTUDM, and removal must comply with Towson University policies on removal and use.

### **2.10.2. Session Manifest**

The RSTUDM Session Manifest provides a complete list of all Sessions that take place in the RSTUDM. For each Session, the names of the Performance Entity Representative, the Session Manager, and the Staff Engineer(s) are recorded. Each Session will be provided with a Session Index Number (SIN). This number will be used for cataloging and scheduling, and must appear on all documents associated with the Session.

### **2.10.3. Incident Manifest**

The RSTUDM Incident Manifest provides a complete list of any and all incidents that occur in the RSTUDM or that involve RSTUDM equipment. All incidents, regardless of the presence or absence of visible or audible damage, the context of the incident, or the persons involved, must be recorded. For each incident, the date, the Session Index Number (if applicable), the name and serial number of the equipment, and a description of the incident are recorded.

#### **2.10.4. Recording Archives**

Pedagogical recordings, when possible, will be permanently archived on RSTUDM hardware and may be made available for distribution via the internet as the RSTUDM Audio Commons Archive. All archives will be stored under the appropriate Session Index Number.

All other Sessions will be permitted to remain on RSTUDM hardware for no more than one week. During this time backup and storage of audio materials must be performed on third-party hardware and removed from the RSTUDM. The RSTUDM is not responsible for the maintenance and storage of these materials; backup and data integrity are entirely the responsibility of the Performance Entity Representative and/or the Session Manager.

#### **2.10.5. RSTUDM Website**

The RSTUDM website describes the studio and provides links to this policy, the Studio Access Application, and all other relevant documentation. Additionally, this website may offer links to downloads of materials in the RSTUDM Audio Commons Archive. This website will be managed by the Pedagogical Director and is currently available at the following URL: <http://rstudm.org>

## Chapter 3. Use Cases

### 3.1. Illustration by Example

The policies of the RSTUDM can be demonstrated in a limited fashion through specific and detailed examples. These examples will offer practical illustrations of RSTUDM usage. Reference will be made to specific terms and policies explained in full elsewhere in this document. Monetary values provided in these examples may be out of date; consult the *Rate Schedule* (Appendix A) for complete information. These examples are limited and should not be construed as illustrative of all policies and use cases.

### 3.2. Case: Department of Music Faculty

Professor Dave Ballou desires to record a new album of music for trumpet and bass. As a member of the Department of Music, Professor Ballou's ensemble is a Department of Music Faculty Performance Entity (Section A.2). He downloads the Studio Access Application (Appendix I) from the RSTUDM web site, completes it, and emails it to the Pedagogical Director. In his application he identifies himself as both the Session Manager and the Performance Entity Representative, and thus assumes responsibility for all non-technical aspects of his session. He requests one eight hour session with one Staff Engineer. As he intends to have the tracks mixed and mastered by an engineer in New York, he identifies that the only service he needs is recording. He requests a date for his Session in two weeks, the minimum time permitted for advance Session scheduling.

The Managing Director, after receiving the application from the Pedagogical Director, finds an available eight-hour Session a week after the date requested. The Managing Director confirms this date with Professor Ballou and issues the session a Session Index Number. Prior to the session, Professor Ballou meets with the Managing Director and completes the *Studio License Agreement* (Appendix D), *Equipment Liability Agreement* (Appendix B), and *Copyright Clearance for Musical Composition* (Appendix C). The *Studio License Agreement*, identified with the Session Index Number, states the date and time of his session and that he, as the Performance Entity Representative, will be charged a Staff Engineer fee of \$25 per hour and a maintenance fee of \$2 per hour. Professor Ballou agrees to the terms and a total fee of \$216, signs the Session Contract, and provides the Managing Director with a check made out to the RSTUDM.

On the day of his session Professor Ballou and his bassist arrive at the RSTUDM. The Staff Engineer assigned to the session, a student who has completed both MUSC 281 and MUSC 482 and who has worked in the RSTUDM on a number of projects as a Junior Assistant Engineer, has already arrived with keys and has opened the Main Room and Control Room. Professor Ballou discusses the music to be recorded and the kind of sound he desires with the Staff Engineer. As a member of the Performance Entity, the bassist must also sign the *Equipment Liability Agreement* (Appendix B). After seven hours all the necessary music is recorded and the remaining time allotted is used for striking the setup. Professor Ballou, having brought an external Firewire hard-drive, has the Staff Engineer transfer the necessary audio files to this hard-drive.

Professor Ballou delivers the hard-drive to his engineer in New York, who completes the mixing and mastering of the album. As stated in the *Studio License Agreement* (Appendix D), Professor Ballou has his recording label state in the album's notes that the music was "Recorded at the Recording Studio of the Towson University Department of Music."

### 3.3. Case: Department of Music Student

Maria, a junior at Towson and a vocalist within the Department of Music, desires to record two compositions for her portfolio. The compositions require piano accompaniment, and she finds another student to accompany her. To use the RSTUDM, Maria is required to have a Department of Music faculty member serve as Session Manager. She asks Professor James Anthony to serve as Session Manager, and he accepts. As Maria is a student within the Department of Music, the ensemble she has formed for this Session is a Department of Music Student Performance Entity (Section A.4). Maria downloads the Studio Access Application (Appendix I) from the RSTUDM web site, completes it, and emails it to the Pedagogical Director.

In her application she identifies herself as the Performance Entity Representative and Professor Anthony as the Session Manager. She schedules one four hour session with one Staff Engineer. As she needs the tracks mixed and mastered, she allows for extra time for the Staff Engineer to complete these tasks. She estimates the total time necessary through consultation with the Pedagogical Director. As the two works Maria desires to record are under copyright, the Pedagogical Director informs her that she must obtain the a Mechanical License prior to the session.

The Managing Director finds an available four hour Session. The Managing Director confirms this date with Maria and issues the session a Session Index Number. Prior to the session, Maria meets with the Managing Director and completes the *Studio License Agreement* (Appendix D), *Equipment Liability Agreement* (Appendix B), and *Copyright Clearance for Musical Composition* (Appendix C). Having obtained Mechanical Licenses from the Harry Fox Agency, a copy of these licenses are attached to these documents. The *Studio License Agreement* states that Maria will be charged a Staff Engineer fee of \$25 per hour and a maintenance fee of \$10 per hour, for a total fee of \$140. Maria agrees to the terms and, as Performance Entity Representative, signs the *Studio License Agreement*. Maria provides the Managing Director with a check made out to the RSTUDM.

On the day of her session Maria, her pianist, and Professor Anthony arrive at the RSTUDM. The Staff Engineer assigned to the session has already arrived with keys and has opened the Main Room and Control Room. As a member of the Performance Entity, the pianist must sign the *Equipment Liability Agreement* (Appendix B). The engineer sets up various microphones, prepares the necessary files on the computer, and begins the recording. After a few takes of each piece, the recording is complete. Maria and Professor Anthony leave, and the Staff Engineer proceeds to edit, mix, and master the recordings.

As the Staff Engineer, in editing, mixing, and mastering, provided original contributions to the production, Maria and the Staff Engineer complete the *Recording Agreement for Non-Exclusive Services* (Appendix G). This agreement transfers and assigns all original production rights in the recording to Maria.

The completed recordings are burned to a CD-R provided by Maria, and are then delivered to the Managing Director for Maria to pick-up at a later date.

### **3.4. Case: Pedagogical Recording Session**

As part of MUSC 482, Professor Ariza invites a jazz quartet made of Towson students to record in the RSTUDM as part of the FreeTrack series of in-class pedagogical recording sessions. The students arrive prior to the beginning of class to prepare for the session. One of the MUSC 482 students assigned to work on this session works with the Performance Entity Representative to complete the necessary agreements for a FreeTrack session.

When completing the *Copyright Clearance for Musical Composition* (Appendix C), the Performance Entity Representative states that they will be improvising a new composition. They license this new composition to Towson University with the *Mechanical License Agreement (Educational)* (Appendix F). Additionally, the Performance Entity Representative completes the *Recording Agreement for Non-Exclusive Services (Educational Recording)* (Appendix H), transferring and assigning all performance copyrights in the recording to Towson University, while at the same time gaining the right to use the properly-attributed recording in any non-commercial form.

By the end of the semester a MUSC 482 student completes a mix and master of the recording. This recording is delivered to the ensemble. As permitted by the *Recording Agreement for Non-Exclusive Services (Educational Recording)*, the ensemble posts the file on their website for free download, with proper attribution to the RSTUDM. Additionally, the source tracks, as documented materials for pedagogical study and non-commercial use, are hosted on Archive.org and are made available for free download through the RSTUDM website.

### **3.5. Case: Department of Music Ensemble**

Professor Brenda Leach desires to make a studio-quality recording of the Towson University Orchestra. Rather than record an entire CD, she simply desires to record a single short work and distribute it via the internet. As an official music ensemble directed by a Department of Music faculty member, the orchestra is an Official Music Ensemble Performance Entity (Section A.1). She completes the appropriate application (Appendix I) and emails it to the Pedagogical Director. She identifies herself as both the Session Manager and Performance Entity Representative, and notes that she will need to reserve both Kaplan Hall and the RSTUDM. She requests two staff engineers, one for the RSTUDM and one for Kaplan Hall, and requests a four hour session, assuming that some of this time will be used for mixing and mastering.

The Managing Director finds an available four hour Session. The Managing Director confirms this date with Professor Leach and issues the session a Session Index Number. The *Studio License Agreement Educational Use* (Appendix E) states that the Orchestra, through Professor Leach as Performance Entity Representative, will be charged a Staff Engineer fee of \$25 per hour per engineer (\$50 per hour for two engineers) and a maintenance fee of \$2 per hour, for a total fee of \$208 for the four hour session. Professor Leach agrees to the terms and signs the *Studio License Agreement Educational Use* (Appendix E), *Equipment Liability Agreement* (Appendix B), and *Copyright*

*Clearance for Musical Composition* (Appendix C). Professor Leach provides the Managing Director with a check made out to the RSTUDM.

On the day of her session Professor Leach meets with her assigned Staff Engineers in the RSTUDM and discusses the music to be recorded. One engineer, working in Kaplan Hall, configures the microphones; the other Staff Engineer, working in the RSTUDM, configures the recording system. Through remote audio and video communication, the recording is initiated. After an hour of recording, the RSTUDM unexpectedly goes off-line due to a power failure and cannot be quickly restored to full operation. After consultation with the Staff Engineers, the session is suspended.

The Managing Director is able to reschedule the session to be resumed the following week. With three hours of time remaining, the recording is completed in an hour and the remaining time is used to mix and master the recording in the RSTUDM. Professor Leach, present during the mixing and mastering, offers the Staff Engineer advice as to the artistic direction of the finished recording.

Professor Leach provides the engineer a CD-R on which to copy the audio files. She makes a high-quality MP3 from the file and, after securing the necessary University permissions, begins distributing the recording via the internet on the Department of Music's website.

### **3.6. Case: Non-COFAC Towson Organization**

Towson University's public radio station, WTMD, desires to use the RSTUDM to record a four-member band. As broadcasting from the RSTUDM is not permitted, they book a two hour session to record audio, and then mix and broadcast the material from their studios. As a Towson (Non-COFAC) Faculty and Organization Performance Entity (Section A.7), WTMD must obtain a full-time faculty member to serve as Session Manager. WTMD contacts Professor Karen Kennedy, who agrees to serve as Session Manager. WTMD completes the Studio Access Application (Appendix I) and emails it to the Pedagogical Director.

Applications from Performance Entities not affiliated with the Department of Music are approved by vote of the RSTUDM/JCMD. After the WTMD application is approved, the Managing Director finds an available two hour Session. The Managing Director confirms this date with the WTMD representative and issues the session a Session Index Number. The WTMD representative, as the Performance Entity Representative, meets with the Managing Director and completes the *Studio License Agreement* (Appendix D), *Equipment Liability Agreement* (Appendix B), and *Copyright Clearance for Musical Composition* (Appendix C). The Studio License Agreement states that WTMD will be charged a Staff Engineer fee of \$25 per hour and a maintenance fee of \$45 per hour, for a total fee of \$140. The WTMD representative provides the Managing Director with a check made out to the RSTUDM.

On the day of the session the WTMD representative, Professor Kennedy, and the ensemble arrive at the RSTUDM. Each member of the ensemble completes the *Equipment Liability Agreement* (Appendix B). The Staff Engineer sets up various microphones, prepares the necessary files on the computer, and begins the recording. After recording is completed the audio files are transferred to a portable FireWire drive provided by WTMD.

## **Chapter 4. Working Policies and Rules**

### **4.1. General Policies**

No food or beverages of any kind (except small water bottles with lids in the Main Room) are permitted in the RSTUDM. No smoking is permitted. No guests or visitors are permitted during student studio times or Sessions without approval of the Managing or Pedagogical Directors. No flammable, corrosive, or other toxic or illegal substances are permitted within the RSTUDM. No sessions, other than those explicitly authorized, may be conducted.

### **4.2. Computer Policies**

No software may be installed on any RSTUDM computers without prior authorization of the Managing or Pedagogical Directors. Software updates and maintenance are to only be done by the Managing or Pedagogical Directors, or by third parties with written authorization from the Managing or Pedagogical Directors.

All settings of RSTUDM computers are fixed. No changes to settings, preferences, or other configurations of RSTUDM computers are permitted, except those specifically authorized and/or executed by the Managing or Pedagogical Directors.

## **Appendix A. Rate Schedule**

The following schedule details all fees based on Performance Entity. Performance Entity rates and time limits are allocated based on the identity of the individual or the group using the RSTUDM.

Some Performance Entities, noted below, may qualify for discounted Staff Engineer fees. Discounted Staff Engineer fees will be determined annually based on Department of Music budget allocations.

Performance Entities that have an annual operating budget that exceeds \$25,000 will follow the rate schedule of *Off-Campus Organizations and Individuals* (Section A.8). Both fees and hour limits apply. This monetary limit is subject to change based on budgetary needs of the RSTUDM and the Department of Music, and may be scaled to better reflect contemporary market conditions. The RSTUDM/JCMD will annually review and update this limit.

Performance Entities are responsible for all parking and parking-related fees. If Performance Entities park in Towson University lots, fees are assessed on a per car per day basis and will be set when the Studio License Agreement is completed. The RSTUDM, the Department of Music, and Towson University are not responsible for parking ticket fees.

As stated in Section 2.8, all fees and time limits defined in this Appendix are subject to change based on budgetary needs of the RSTUDM and the Department of Music, and may be scaled to better reflect contemporary market conditions. The RSTUDM/JCMD will annually review and update fees and time limits.

All Performance Entities must have a Session Manager, as defined above. This list excludes Pedagogical Recording Sessions, which require neither a Staff Engineer nor a maintenance fee.

### **A.1. Official Music Ensemble**

A course-based Department of Music ensembles, or an ensemble administrated by the Department of Music or COFAC and directed by full-time or adjunct Department of Music faculty or staff: \$25 per hour Staff Engineer fee per engineer; \$2 per hour maintenance fee; limit of 16 hours per year. (Discounted Staff Engineer fees may apply.)

### **A.2. Department of Music Faculty**

A Performance Entity constituted of one or more Department of Music faculty members whom (a) perform in, (b) direct, and/or (c) are the composer(s) of the music performed: \$25 per hour Staff Engineer fee per engineer; \$2 per hour maintenance fee; limit of 32 hours per year. (Discounted Staff Engineer fees may apply.)

### **A.3. Department of Music Adjunct Faculty**

A Performance Entity constituted of one or more Department of Music adjunct faculty members whom (a) perform in, (b) direct, and/or (c) are the composer(s) of the music performed: \$25 per hour Staff Engineer fee per engineer; \$2 per hour maintenance fee; limit of 16 hours per year. (Discounted Staff Engineer fees may apply.)

### **A.4. Department of Music Students**

A Performance Entity constituted exclusively of Department of Music students whom (a) perform in, (b) direct, and/or (c) are the composer(s) of the music performed: \$25 per hour Staff Engineer fee per engineer; \$10 per hour maintenance fee; limit of 8 hours per year.

### **A.5. Towson University Students**

A Performance Entity constituted exclusively of Towson University students whom (a) perform in, (b) direct, and/or (c) are the composer(s) of the music performed: \$25 per hour Staff Engineer fee per engineer; \$15 per hour maintenance fee; limit of 8 hours per year.

### **A.6. COFAC Faculty and Organizations**

A Performance Entity constituted of COFAC Faculty or Organizations: \$25 per hour Staff Engineer fee per engineer; \$35 per hour maintenance fee; limit of 16 hours per year.

### **A.7. Towson (Non-COFAC) Faculty and Organizations**

A Performance Entity constituted of Towson (Non-COFAC) Faculty or Organizations: \$25 per hour Staff Engineer fee per engineer; \$45 per hour maintenance fee; limit of 16 hours per year.

### **A.8. Off-Campus Organizations and Individuals**

A Performance Entity constituted of off-campus organizations or individuals: \$25 per hour Staff Engineer fee per engineer; \$85 per hour maintenance fee; limit of 16 hours per year.

## Appendix B. Equipment Liability Agreement

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Towson University (the “University”) and \_\_\_\_\_ (“You”).

In consideration of the University’s allowing You to use The Recording Studio of the Towson University Department of Music (“Studio”), You hereby agree to reimburse the University for the repair or replacement costs of any equipment in the Studio (“Equipment”) which is damaged by Your use of such Equipment as the result of Your negligence. You also acknowledge that You have read this Agreement and understand your obligation to pay any such costs.

In the event You fail to carry out Your obligation under this Agreement, the obligation shall be deemed a fee due the University. If You are a student and You do not pay the fee, following a proper demand for payment, the University shall have the right, in addition to any other remedies available to it, not to allow You to register for other courses or not to honor transcript or diploma requests. If You are an employee and You do not pay the fee, following proper demand for payment and an opportunity to rebut the claim, the University shall have the right, in addition to any other remedies available to it, to deduct the cost from your pay.

You represent and warrant that You are over the age of eighteen.

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Date

## Appendix C. Copyright Clearance for Musical Composition

Session Index Number: \_\_\_\_\_

Composition to be Recorded: \_\_\_\_\_

Composer(s): \_\_\_\_\_

Year Composition was Published: \_\_\_\_\_

Arrangement by: \_\_\_\_\_

Year Arrangement was Published: \_\_\_\_\_

Check applicable provisions:

1. \_\_\_\_\_ This composition and any arrangements are in the public domain.
2. \_\_\_\_\_ This composition and any arrangements have been licensed by the composers (attach copy of Mechanical License Agreement).
3. \_\_\_\_\_ Other (explain):

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# Appendix D. Studio License Agreement

Session Index Number: \_\_\_\_\_

This Studio License Agreement (“Agreement”) is entered into on \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ (“Performance Entity”) and The Recording Studio of the Towson University Department of Music (“Studio”).

## D.1. Studio License

Towson University hereby licenses the Studio to Performance Entity for the following dates and times (collectively, the “Recording Period”).

Date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Total Recording period: \_\_\_\_\_ hours

## D.2. Fees

Maintenance fee: \_\_\_\_\_ per hour

Staff fee: \_\_\_\_\_ per hour (\_\_\_\_\_ staff engineers)

Total fee per hour: \_\_\_\_\_

Total session fee: \_\_\_\_\_

The total session fee must be paid in full, by certified check/check by \_\_\_\_\_, 20\_\_\_\_\_, to \_\_\_\_\_. If the total session fee is not paid in full by that date, Studio shall consider this Agreement terminated and shall retain any deposit as liquidated damages.

The total session fee includes:

- a. Complete, uninterrupted use of the Studio and all equipment during the Recording Period.
- b. The following personnel:

\_\_\_\_\_  
\_\_\_\_\_

Additional equipment, digital or analog media, postproduction services and personnel are available as specified in the *Rate Schedule* (Appendix A), attached hereto and incorporated by reference herein. Additions requested at the Recording Period are on an as available, first come, first served basis, and payment must be made by check/certified check.

Applicable taxes, shipping and insurance charges shall be the responsibility of Performance Entity.

### **D.3. Performance Entity's Additional Obligations**

Performance Entity and the Performance Entity Representative (as defined below) agree to abide by any and all requirements, including but not limited to all applicable statutes and local, state or federal regulations; all University and music department policies and procedures; and all agreements with Studio concerning the health, care and safety of personnel employed for the Recording Period.

Performance Entity and the Performance Entity Representative shall be responsible for any misuse of or damage to Studio and/or all Studio equipment used during the Recording Period. Performance Entity Representative shall ensure that no one takes or otherwise consumes illegal drugs in the Studio.

Performance Entity and the Performance Entity Representative warrant and represent that any recordings made pursuant to this Agreement will not infringe upon any statutory or common law copyright, or contain any obscene, libelous or slanderous material or any material otherwise unlawful or in contravention of the rights of any person. If the University's Managing Director and/or Pedagogical Director decides that Performance Entity has recorded any unlawful material, the Managing Director and/or Pedagogical Director may suspend the recording session and close down the Studio. Performance Entity may request that the University review any materials recorded at a session which has been suspended. If the review supports the decision of the Managing Director/Pedagogical Director, then the fee paid to Studio shall be forfeited by Performance Entity/Performance Entity Representative as liquidated damages. If the review does not support the decision of the Managing Director/Pedagogical Director, then, in the discretion of the Studio, the Recording Period may be rescheduled or some portion of the total session fee may be refunded to Performance Entity.

### **D.4. Insurance**

Performance Entity shall obtain and maintain during the Recording Period, at Performance Entity's sole expense, the following insurance coverages:

- a. fire flood, vandalism, malicious mischief, burglary, and theft insurance in an amount not less than \_\_\_\_\_ dollars (\$\_\_\_\_\_).
- b. bodily injuries insurance of not less than \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) per person and \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) per accident.
- c. third party property damage insurance in an amount of not less than \_\_\_\_\_ dollars (\$\_\_\_\_\_ )

Performance Entity shall cause University to be named as an additional insured, to the extent of University's interest in the Equipment. Such insurance shall be endorsed to constitute primary insurance with respect to any other insurance that University may have covering such property.

## **D.5. Disclaimers**

Neither Studio nor Towson University shall be liable for failure due to acts of God, catastrophic events, war, insurrection, acts of government, labor difficulties, energy shortages or black-outs, or materials, equipment and personnel provided by Performance Entity/Performance Entity Representative. However, if a Recording Period is delayed or cancelled by such an occurrence, Studio may reschedule the Recording Period within a reasonable time if it is practicable to do so.

In no event shall Studio or Towson University be responsible for costs, expenses, liabilities, claims or damages resulting from the loss of actual or anticipated revenue, or for incidental, indirect, consequential or special damages.

## **D.6. Intellectual Property**

Neither University nor Studio claims any intellectual property rights in or to any recordings made during a Recording Period, except that the University shall retain a perpetual royalty-free license to use and reproduce any such recordings for research and educational purposes.

## **D.7. Assignment**

Performance Entity may not assign this Agreement or any of its rights, obligations and covenants herein, except with the prior written authorization of Studio.

## **D.8. Attachments**

The attachments listed below are a part of this Agreement, attached hereto and incorporated by reference herein.

Equipment Liability Agreement

Copyright Clearance for Musical Composition

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## D.9. Entire Agreement

This Agreement contains the entire agreement between the parties hereto and supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter hereof, and may not be modified without a writing signed and dated by the parties hereto.

## D.10. Performance Entity Representative

\_\_\_\_\_ (the “Performance Entity Representative”) has full power and authority to enter into this agreement on behalf of Performance Entity. The Performance Entity Representative acknowledges and agrees that he/she is personally responsible for the obligations set forth in Section 3 of this Agreement.

Performance Entity: \_\_\_\_\_

By: \_\_\_\_\_  
Performance Entity Representative

Towson University

By: \_\_\_\_\_  
Managing Director / Pedagogical Director

## Appendix E. Studio License Agreement Educational Use

Session Index Number: \_\_\_\_\_

This Studio License Agreement (“Agreement”) is entered into on \_\_\_\_\_, 20\_\_\_\_\_, between \_\_\_\_\_ (“Performance Entity”) and The Recording Studio of the Towson University Department of Music (“Studio”).

### E.1. Studio License

Towson University hereby licenses the Studio to Performance Entity for the following dates and times (collectively, the “Recording Period”).

Date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Date: \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Total Recording period: \_\_\_\_\_ hours

### E.2. Fees

Maintenance fee: \_\_\_\_\_ per hour

Staff fee: \_\_\_\_\_ per hour (\_\_\_\_\_ staff engineers)

Total fee per hour: \_\_\_\_\_

Total session fee: \_\_\_\_\_

The total session fee must be paid in full, by certified check/check/ department funds/ internal funds transfer by \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_. If the total session fee is not paid in full by that date, Studio shall consider this Agreement terminated and shall retain any deposit as liquidated damages.

The total session fee includes:

- a. Complete, uninterrupted use of the Studio and all equipment during the Recording Period.
- b. The following personnel:

\_\_\_\_\_  
\_\_\_\_\_

Additional equipment, digital or analog media, postproduction services and personnel are available as specified in the *Rate Schedule* (Appendix A), attached hereto and incorporated by reference herein. Additions requested at the Recording Period are on an as available, first come, first served basis, and payment must be made by check/certified check.

Applicable taxes, shipping and insurance charges shall be the responsibility of Performance Entity.

### **E.3. Performance Entity's Additional Obligations**

Performance Entity and the Performance Entity Representative (as defined below) agree to abide by any and all requirements, including but not limited to all applicable statutes and local, state or federal regulations; all University and music department policies and procedures; and all agreements with Studio concerning the health, care and safety of personnel employed for the Recording Period.

Performance Entity and the Performance Entity Representative shall be responsible for any misuse of or damage to Studio and/or all Studio equipment used during the Recording Period. Performance Entity Representative shall ensure that no one takes or otherwise consumes illegal drugs in the Studio.

Performance Entity and the Performance Entity Representative warrant and represent that any recordings made pursuant to this Agreement will not infringe upon any statutory or common law copyright, or contain any obscene, libelous or slanderous material or any material otherwise unlawful or in contravention of the rights of any person. If the University's Managing Director and/or Pedagogical Director decides that Performance Entity has recorded any unlawful material, the Managing Director and/or Pedagogical Director may suspend the recording session and close down the Studio. Performance Entity may request that the University review any materials recorded at a session which has been suspended. If the review supports the decision of the Managing Director/Pedagogical Director, then the fee paid to Studio shall be forfeited by Performance Entity/Performance Entity Representative as liquidated damages. If the review does not support the decision of the Managing Director/Pedagogical Director, then, in the discretion of the Studio, the Recording Period may be rescheduled or some portion of the total session fee may be refunded to Performance Entity.

### **E.4. Disclaimers**

Neither Studio nor Towson University shall be liable for failure due to acts of God, catastrophic events, war, insurrection, acts of government, labor difficulties, energy shortages or black-outs, or materials, equipment and personnel provided by Performance Entity/Performance Entity Representative. However, if a Recording Period is delayed or cancelled by such an occurrence, Studio may reschedule the Recording Period within a reasonable time if it is practicable to do so.

In no event shall Studio or Towson University be responsible for costs, expenses, liabilities, claims or damages resulting from the loss of actual or anticipated revenue, or for incidental, indirect, consequential or special damages.

## E.5. Intellectual Property

The University shall own all intellectual property rights in or to any recordings made during a Recording Period throughout the universe in perpetuity, subject to a non-exclusive license granted to each performer to display, distribute and/or perform the recording in a non-commercial manner for personal purposes (e.g., use in a portfolio). Public distribution of the recording by digital means without charging a fee is not considered distribution in a non-commercial manner for personal purposes.

## E.6. Assignment

Performance Entity may not assign this Agreement or any of its rights, obligations and covenants herein, except with the prior written authorization of Studio.

## E.7. Attachments

The attachments listed below are a part of this Agreement, attached hereto and incorporated by reference herein.

Equipment Liability Agreement

Copyright Clearance for Musical Composition

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## E.8. Entire Agreement

This Agreement contains the entire agreement between the parties hereto and supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter hereof, and may not be modified without a writing signed and dated by the parties hereto.

Performance Entity: \_\_\_\_\_

By: \_\_\_\_\_  
Performance Entity Representative

Towson University

By: \_\_\_\_\_  
Managing Director / Pedagogical Director

## Appendix F. Mechanical License Agreement (Educational)

Session Index Number: \_\_\_\_\_

This Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (“Licensor”) and Towson University (“Licensee”).

The Licensor, as the owner and/or administrator of one hundred percent (100%) of the copyright in the Composition, hereby grants to Licensee the royalty-free non-exclusive license to use, in whole or in part, the following copyrighted musical composition (the “Composition”):

Title: \_\_\_\_\_

By: \_\_\_\_\_

in the non-visual single recording of the Composition in the \_\_\_\_\_ [semester] section of \_\_\_\_\_ [course name]. University shall own the Master recording of the Composition and all copyrights therein and thereto throughout the universe in perpetuity; provided, however, that the University will not exercise any rights in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. The transfer of the Master by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of monetary compensation in connection with such transfer.

This license is limited to the use set forth above and shall not include any other form of recorded sound. This license covers only the particular recording and use mentioned herein of said Composition and is personal, non-licensable and non-assignable, except by the Licensor. (Licensor understands and agrees that Licensee will grant the artist(s) who record(s) the Composition pursuant to this Agreement the right to copy, display, distribute and perform the recording in any manner that is not primarily intended for or directed toward commercial advantage or private monetary compensation.) This license does not supersede nor affect any prior licenses now in force respecting recordings of the Composition.

Licensor: \_\_\_\_\_

By: \_\_\_\_\_

Towson University

By: \_\_\_\_\_  
Managing Director / Pedagogical Director

## Appendix G. Recording Agreement for Non-Exclusive Services

Session Index Number: \_\_\_\_\_

Agreement, dated \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ (“Performance Entity”) and Towson University, 8000 York Road, Towson, MD 21252 (“University”) regarding the recording of \_\_\_\_\_ (“Composition”) on \_\_\_\_\_, 20\_\_\_\_\_, at The Recording Studio of the Towson University Department of Music (“Studio” or “RSTUDM”).

### G.1. Grant of License to Performance Entity

In consideration of the amounts paid to University for Performance Entity’s recording of the Composition (“Recording”) at Studio, University hereby transfers and assigns to Performance Entity all rights, including copyright, in the master of the Recording (the “Master”) which University may have because of its employees’ contributions to the Recording. However, Performance Entity agrees to give appropriate attribution to University on all versions of the Master and all derivative works based on the Master as follows: “Recorded at the Recording Studio of the Towson University Department of Music.”

### G.2. Grant of License to University

Performance Entity hereby grants to University the royalty-free right to copy, display, distribute, and perform the Master in any manner that is not primarily intended for or directed toward commercial advantage or private monetary compensation. This license will immediately terminate if University uses the Master in any way that is primarily intended for or directed toward commercial advantage or private monetary compensation.

### G.3. Miscellaneous

- a. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by the parties hereto. No part of this Agreement may be changed, modified, renewed, extended, or discharged or any covenant or provision thereof waived except by an agreement in writing signed by the party against whom enforcement of the change, modification, renewal, extension, discharge or waiver is sought.
- b. No waiver by either party of any breach of any covenant or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other covenant or provision.

c. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall continue in full force and effect.

d. This Agreement shall be governed by the laws of the State of Maryland applicable to contracts entered into and performed entirely within the State of Maryland.

Performance Entity

By: \_\_\_\_\_

Towson University

By: \_\_\_\_\_

## Appendix H. Recording Agreement for Non-Exclusive Services (Educational Recording)

Session Index Number: \_\_\_\_\_

Agreement, dated \_\_\_\_\_, \_\_\_\_\_, between Towson University, 8000 York Road, Towson, Maryland 21252 (“University”) and \_\_\_\_\_ [performer’s name and address] (“Artist”) regarding the recording of \_\_\_\_\_ (“Composition”) for the \_\_\_\_\_ [semester] section of \_\_\_\_\_ [course name] (the “Course”) at The Recording Studio of the Towson University Department of Music (“Studio” or “RSTUDM”).

### H.1. Artist’s Agreement to Perform

In consideration of the opportunity to perform on the recording of the Composition, of receiving a copy of the Master, and of the license granted to Artist below, Artist shall perform as \_\_\_\_\_ on the master recording (the “Master”) of the Composition. Artist shall perform the Master on the following date(s) and at the following time(s):

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### H.2. Grant of License to University

Artist hereby transfers and assigns to University all rights, including copyright, in the Master. University shall own the Master, together with the performances embodied thereon and all copyrights therein and thereto, all of the results and proceeds of Artist’s services hereunder throughout the universe in perpetuity, free of any and all claims by Artist or any person, corporation or other entity deriving any right from Artist, subject to the limitations set forth below. University shall have the unlimited right to exploit the Master in any and all media, now or hereafter known, throughout the world in perpetuity, subject to the limitations set forth below. University may refrain from any exploitation of the Master in its sole discretion.

### H.3. Limitations on University’s License

The license granted to University in paragraph 2 is expressly made subject to and limited by the following restrictions:

- a. The University will not exercise any of the rights granted to it in paragraph 2 in any manner that is primarily intended for or directed toward commercial advantage or private monetary

compensation. The transfer of the Master by means of digital file-sharing or otherwise shall not be considered to be intended for or directed toward commercial advantage or private monetary compensation, provided there is no payment of monetary compensation in connection with such transfer.

- b. University will give appropriate attribution to Artist on all versions of the Master and all derivative works based on the Master.

#### **H.4. Grant of license to Artist**

University hereby grants to Artist the royalty-free right to copy, display, distribute, and perform the Master in any manner that is not primarily intended for or directed toward commercial advantage or private monetary compensation, provided that the Artist gives appropriate attribution to the University on all versions of the Master as follows: “Recorded at the Recording Studio of the Towson University Department of Music, Copyright [year] Towson University.” This license will immediately terminate if Artist uses the Master in any way that is primarily intended for or directed toward commercial advantage or private monetary compensation, or if Artist fails to give the University appropriate attribution.

#### **H.5. Miscellaneous**

- a. This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by the parties hereto. No part of this Agreement may be changed, modified, renewed, extended, or discharged or any covenant or provision thereof waived except by an agreement in writing signed by the party against whom enforcement of the change, modification, renewal, extension, discharge or waiver is sought.
- b. No waiver by either party of any breach of any covenant or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same, or any other covenant or provision.
- c. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall continue in full force and effect.
- d. This Agreement shall be governed by the laws of the State of Maryland applicable to contracts entered into and performed entirely within the State of Maryland.

Artist

By: \_\_\_\_\_

Towson University

By: \_\_\_\_\_

## **Appendix I. RSTUDM Studio Access Application**

Performance Entity Representatives must request access to the RSTUDM by completing this application. Note that a Department of Music faculty member is required to serve as Session Manager.

To submit this application, please fill out this form using Adobe Acrobat version 8 or higher. Alternative PDF applications may not be compatible. Using Acrobat, the completed form can be emailed directly to [rstudm.mail@gmail.com](mailto:rstudm.mail@gmail.com). All applications must be submitted digitally.

### **I.1. Performance Entity Representative**

Provide the name of the Performance Entity Representative. Provide phone and email contact information.

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### **I.2. Session Manager**

Provide the Session Manager's name:

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### **I.3. Dates**

Provide the desired Session dates. Alternative dates, depending on availability, may be offered.

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### **I.4. Services**

State which services are need: tracking (recording), editing, mixing, and/or mastering.

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## I.5. Project Description

Provide complete details of the project.

1. Provide the title, author(s), duration, and copyright date of all works to be recorded

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2. Provide the names of all performers and complete instrumentation.

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3. If possible, estimate the total number of microphones and/or tracks necessary.

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4. If possible, estimate the total hours necessary to complete the project in the RSTUDM. Include sufficient time for editing, mixing, and/or mastering, if necessary.

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5. Specify any additional equipment or instruments, other than those described above, that will be used during this Session.

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## **I.6. Engineers**

How many RSTUDM Staff Engineers will be required? If a Visiting Engineer will be used, please name this Engineer, provide contact information, and attach or have forwarded a professional resume for the Visiting Engineer documenting experience in professional audio recording.

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## **I.7. Annual Operating Budget**

If this performance entity has an annual operating budget, please provide the annual operating budget for the present year.

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## **I.8. Purpose**

If this performance entity is not affiliated with the Department of Music (Performance Entities constituted of Towson University Students (Section A.5), COFAC Faculty and Organizations (Section A.6), Towson (Non-COFAC) Faculty and Organizations (Section A.7), and Off-Campus Organizations and Individuals (Section A.8)), describe the purpose of this project, including how the recorded materials will be used and distributed.

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