

**Life of Copyright and “Forever” Are Not the Same
GET YOUR COPYRIGHTS BACK IN THE U.S.**

**by
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As of 2006, the laws of the United States give authors and their “statutory heirs” two opportunities to recapture rights in copyright previously given away, sold or even mortgaged, and even if the grant was “forever”.

An author’s “statutory heirs” are those provided by the Copyright Act, not those included in his/her will.

Method One: For works that secured copyright prior to 1978 for which an author or anyone else transferred rights prior to 1978, an author may terminate the extended renewal term, and he/she or that author’s “statutory heirs” will own the extended renewal rights in the United States, being the last 39 years of copyright protection. Actual notice of termination is required in this instance, which must be served properly within an eight-year window (of not more than 10 nor less than 2 years) beginning at a date that falls within a five-year period beginning at the end of 56 years after copyright was secured. As a rule of thumb, add 56 years from the date copyright was secured and subtract 10 years to find the first date to serve notice, but use actual dates here, not year end dates. To find the last date, add 61 years from the date copyright was secured and subtract 2 years, and again, use actual dates, not year end dates. If no notice is provided, forever will mean forever.

Method Two: For works that secured copyright prior to 1978, common law copyrights (neither published nor registered prior to 1978) or works created after 1977 for which **the author** executed a transfer other than a will (assignment, single song agreement, exclusive writer agreement, administration agreement, security interest for a loan, copublishing agreement, commissions payable to managers on song royalties, an outright sale, etc.) after January 1, 1978, that transfer may be terminated and that author or his/her “statutory heirs” will own the balance of the term of copyright in the United States (pre-1978 works will max out at 95 years, post-1978 works will max out at life of the longest living author of the work plus 70 years). Actual notice of termination is required in this instance, which must be served properly within an eight-year window (of not more than 10 nor less than 2 years) beginning at a date that falls within a five-year period beginning either at the end of 35 years from the date the author **signed** the transfer (if the transfer did not include publication rights) or the earlier of 40 years from the date the author **signed** the transfer or 35 years from the date of publication of the work (after 1978, distribution of a phonorecord is publication of the underlying musical work)(if the transfer included publication rights). As a rule of thumb for musical works transferred to a publisher, add the earlier of 40 years from the date the transfer was actually signed or 35 years from when the work was published and subtract 10 years to find the first date to serve notice, but use actual dates here, not year end dates. Add 5 years to whichever date you used and subtract 2 years to find the last date. If no notice is provided, forever will mean forever.

Since the post-1977 termination of transfers notices started for the first time on January 1, 2003, there are more questions than answers related to this law.

Reversion and recapture rights apply to any copyright, not just for musical compositions.

The time period above; namely, extended renewal term of 39 years, duration of copyright pre-1978 as 95 years and duration of copyright post-1977 as life plus 70 includes the Sonny Bono 20 year addition.

Reversion and recapture rights outside the United States are also available, but subject to foreign laws.

This article is not intended to be a substitute for professional legal advice. The specific facts that apply to each situation are unique and must be handled by an experienced professional. **Do not rely on this article for a determination of your legal rights.**