BEYOND THE SONG

PART1: *Understanding Copyright and Neighbouring Rights in Music*

Part One of a three-part series exploring music rights, copyright frameworks and the evolving legal landscape across the GCC and beyond.

Music plays a more powerful role than we often acknowledge. It shapes culture, drives economies and connects communities across borders. Record companies, streaming services and artists are the architects of this global cultural economy.

In 2025, the International Federation of the Phonographic Industry (IFPI) reported that global revenues for recorded music grew by 6.4%, reaching US$31.7 billion, with growth recorded across every region.

The Middle East and North Africa ranked as the second- fastest-growing region for recorded music revenues, with streaming accounting for 97.5% of total regional revenue, a figure that reflects just how important digital distribution has become to the music industry in this part of the world.

At first glance, the GCC appears to offer a legal environment capable of supporting this growth. Yet beneath the surface lies a mismatch, where artists, songwriters, producers and platforms operate in a landscape governed more by custom and fragmented practice than by modernised law.

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Copyright and Neighbouring Rights in the Music Context

To understand these gaps, it is necessary to first distinguish between two core legal protections: copyright and neighbouring rights.

Copyright grants music authors such as composers, lyricists and songwriters exclusive control over how their works are used, shared and monetised. Within it, a further distinction is drawn between economic rights and moral rights.

ECONOMIC RIGHTS are the transferable, commercially exploitable part of copyright. These include the exclusive rights to reproduce, distribute and adapt a work. First established by the Berne Convention of 1886 and reinforced further internationally by the TRIPS Agreement of 1994, economic rights can be assigned, licensed or sold and, in practice, they frequently are, to record labels or publishers as a condition of commercial release.

MORAL RIGHTS, on the other hand, are personal and non-transferable. They protect the relationship between a creator and their work regardless of who commercially owns it. The Berne Convention of 1886 first defined moral rights in law, establishing two core protections: the right of attribution, which is the author's right to be identified as the creator of their work, and the right of integrity, which is the author's right to object to modifications that harm their reputation. These rights typically endure for the author's lifetime and beyond.

NEIGHBOURING RIGHTS operate on a parallel but distinct track. Where copyright protects the original creative work, neighbouring rights protect the contributions of those who bring that work to the public, principally the performing artist who records the song and the record producer who finances and creates the sound recording. A performer and a producer hold neighbouring rights in a recording independently of the songwriter's copyright in the underlying composition. These are not lesser rights; they are simply different ones, protecting different contributions.

1

Composition Copyright *(the Songwriting)*

What it protects: *The underlying lyrics and melody.*
Who gets it: *The songwriters or composers.*

It is interesting to note that singers benefit from such copyrighted work only if they actually wrote or co-wrote the lyrics and melody. If a singer simply performs a song written by someone else, they do not own the composition copyright and do not earn songwriter royalties from it.

2

Sound Recording Copyright *(the Master)*

What it protects: *The specific recorded audio performance of a song.*
Who gets it: *The performing artists and/or their record labels.s.*

Do singers benefit? Yes. If the singer performs on the track, they have rights in the sound recording. Independent artists who own their master recordings earn money when their specific track is streamed, sold or licensed. However, if a singer is signed to a traditional record label, the label often owns the master recording copyright, and the singer receives royalties based on their contract rather than direct ownership control.

Collective Infrastructure and Contractual Precision in Music Rights Administration

Whether copyright or neighbouring rights, their value depends on how they are administered in practice, and that administration operates on two equally important levels: the collective infrastructure that manages rights system-wide and the contracts that govern their use in individual transactions. Neither substitutes for the other. This is where the concept of collective management organisations becomes essential, a concept widely adopted across Western countries and increasingly present in parts of the Middle East. A collective management organisation (CMO) is a licensed entity that serves as an intermediary between music rights holders and the users of copyrighted works.

In the Western world, established CMOs such as the American Society of Composers, Authors and Publishers (ASCAP) in the United States, a performing rights organisation representing more than 1.1 million songwriters, composers and music publishers, and PPL in the United Kingdom, which pays members for the use of their recorded music through licensing in the UK and the collection of royalties from around the world, have long provided the infrastructure to ensure that royalties flow back to creators. In the Middle East, emerging bodies such as the Society of Authors, Composers and Publishers of Music (SACEM)'s regional partnerships and the Emirates Music Rights Association (EMRA) in the UAE illustrate the gradual adoption of collective management practices, while other GCC countries still lack comparable institutions.

Given the vast number of broadcasters, digital platforms, streaming services, social media networks and public venues that use music every day, it is often impractical for artists, songwriters, composers and producers to negotiate licences individually. Collective management organisations, and other related bodies that operate in parallel, address this challenge by issuing licences to platforms and venues, collecting the resulting royalties and distributing them to members. They are, in practice, the infrastructure that converts legal rights into actual income. In the GCC, none of these bodies function at the scale or with the legal mandate required, which means that revenues generated from streams might go largely uncollected for most rights holders in the region.

Equally, for rights holders, whether artists, composers or producers, contractual clarity is not a formality; it is a safeguard. A well-drafted music agreement must precisely define the scope of the licence or assignment, address the allocation of copyright, establish clear royalty and compensation structures, and fix the duration of the relationship with unambiguous renewal and termination terms. Each of these elements, if left imprecise, becomes a point of vulnerability.

Understanding who owns a musical work, who holds rights in its recording and how those rights are licensed and monetised provides the foundation for understanding the modern music industry. But the real question begins when these principles are applied within a particular legal system. The GCC presents an especially interesting case. While copyright protection exists across the region, the rapid transformation of music into a predominantly digital and streaming-driven industry has exposed significant differences and, in some cases, significant gaps in how these rights are protected and administered.

In Part Two, we turn to the GCC: how its copyright frameworks have evolved, where they currently stand, and how they are responding to the region's rapidly changing music economy.

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