

COLLABORATION, COMPLEXITIES AND COMRADERY

Recording artists' perceptions and preparedness on
recording contracts

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Abstract <p>The current digital age has had a major effect on the recording industry. The objective of this qualitative study was to gain insights into the Finnish recording artists' perceptions on recording contracts today and their preparedness for dealing with the contracts. The study examined how the artists viewed the importance of having a recording contract, how prepared they were for the contract negotiations and how they viewed the potential consequences of signing one.</p> <p>The theoretical knowledge on the fields of recording industry, copyright legislature, Finnish contract law and recording contracts gave direction to the empirical part of this research project. The author conducted individual theme interviews with three Finnish recording artists from different record labels in March 2013. The data from the interviews were analyzed individually for each interviewee and then compared to each other in order to find both conjunctive and diverging themes from the artists' answers.</p> <p>The results showed that recording contracts have held their importance for today's artists. The interviewed artists willingly entered into recording contracts, since the resulting record label support enabled them to better focus on the creative process. The results indicated that these Finnish recording artists had gaps in their understanding and knowledge of complex contract and business related issues, but consequently they were not too concerned or active about educating themselves on the matters. The business related issues were seen secondary to the possibility to create and distribute their music to the public. The main method of gaining information and help while preparing for contract negotiations proved to be through other artists and their experiences.</p> <p>Providing music students with education on the business related issues would strengthen the factual knowledge base among artists. Further research with a larger sample is needed in order to gain a wider understanding of the phenomenon.</p>		
Keywords Recording artists, recording contracts, recording industry, record labels		
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Tiivistelmä <p>Nykyisellä digitaalisella aikakaudella on ollut merkittävä vaikutus ääniteteollisuuteen. Tämän kartoittavan kvalitatiivisen tutkimuksen tarkoituksena oli valottaa suomalaisten levyttävien artistien käsityksiä levytyssopimusten merkityksestä nykypäivänä sekä heidän valmiuksiaan sopimusten käsittelyyn. Tutkimuksella pyrittiin selvittämään miten tärkeänä artistit näkevät levytyssopimuksen solmimisen, millaiset valmiudet heillä on sopimusneuvotteluihin saavuttaessa, sekä millaisia näkemyksiä heillä on levytyssopimusten mahdollisista seurauksista.</p> <p>Teoreettinen tieto ääniteteollisuudesta, tekijänoikeuslainsäädännöstä, Suomen sopimusoikeudesta, sekä levytyssopimuksista antoivat suuntaa tutkimuksen empiiriselle osiolle. Tutkija toteutti yksittäiset teemahaastattelut kolmen suomalaisen, eri levy-yhtiöille levyttävän artistin kanssa maaliskuussa 2013. Haastatteluista saatu tieto analysoitiin haastattelukohtaisesti ja toisiinsa verraten yhteneväisten ja poikkeavien teemojen löytämiseksi artistien vastauksista.</p> <p>Tutkimustulokset osoittivat levytyssopimusten säilyttäneen merkityksensä nykypäivän artisteille. Haastatellut artistit olivat solmineet levytyssopimuksen, sillä sopimusta seuraava levy-yhtiön tuki mahdollistaa heille paremman keskittymisen luovaan prosessiin. Tutkimus osoitti haastatelluilla artisteilla esiintyvän aukkoja sopimukseen ja liiketoimintaan liittyvien asioiden tiedoissa ja ymmärryksessä. Toisaalta artistit eivät osoittaneet suurta huolestuneisuutta tai aktiivisuutta edellä mainittuihin asioihin perehtymisen suhteen. Liiketoiminnalliset asiat nähtiin toissijaisina musiikin luomisen ja esilletuomisen mahdollisuuteen verrattuna. Haastateltavien ensisijaisina tiedonlähteinä sopimusneuvotteluihin valmistauduttaessa toimivat muut artistit ja heidän kokemuksensa.</p> <p>Ääniteteollisuutta ja liiketoimintaa käsittelevän opetuksen lisääminen musiikinopiskelijoiden opinto-ohjelmaan vahvistaisi faktuaalisen tiedon osuutta artistien keskuudessa. Jatkotutkimus suuremmalla otannalla on tarpeellinen laajemman ymmärryksen saavuttamiseksi ilmiöstä.</p>		
Avainsanat (asiasanat) Levyttävät artistit, levytyssopimukset, levy-yhtiöt, ääniteteollisuus		
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1 “THE TIMES THEY ARE A-CHANGIN’”

In 1964 Bob Dylan and Columbia Records released an album called *The Times They Are A-Changin’* (Erlewine, 2012). The album and the title song discussed the political and social turmoil that was taking place in the United States at the time. The song is considered to be one of the most influential of the time and through the years the album also became a commercial success achieving Gold status sales (RIAA, 2013). Nearly 50 years later the times are again “a-changin’” and this time the change is upon the recording industry.

Music is an art form that is daily encountered and appreciated by virtually every single person on earth. Most of the times, the music we encounter and access comes from recordings in one way or another. The music we hear on the radio, while shopping for groceries or from a computer at home has at some point or another been recorded. In order for us to hear the recording there has most certainly had to be an artist creating and performing the song and also most likely a record label to produce, market and release the recording to the public.

In the past the recording industry has also been a lucrative business for its participants. Today the situation is somewhat different. While music is being heard constantly everywhere, it is also easier to access online, it is cheaper to produce and the consumers seem to some extent have lost their willingness to spend money for the pleasure of hearing it. The slowly closing faucet of the sound recording’s income stream has led both the artists and record labels to a situation where many of the previously familiar and established concepts and practices are being questioned and reinvented in relation to each other as well as to the consumers. The present day questions pertaining to the situation might be as follows: Do people still want to own a copy of the recording? Does copyright mean anything anymore? Do artists need a record label?

In the recording industry the relationships between artists and record labels are governed by the recording contract. The contracts work as the main tool for the parties' claims over rights, control and finances within the record production and sales endeavors. While the recording industry is trying to reinvent itself and tap into every possible income source, the artists are being presented with more and more complex recording contracts. Historically the record label has always had the upper hand concerning authority and knowledge over recording contracts, and the present developments have certainly not improved the artist's position. Still new artists keep searching for and signing recording contracts, while the technology and facilities to produce and release recordings are more accessible than ever before.

The purpose of this study was to conduct an exploratory investigation to the ways in which Finnish musical artists' view the importance of recording contracts in today's environment. Another highly important goal was to examine how prepared the artists were for dealing with contracts and how they viewed the potential consequences of signing one. The way to gain access to these insights was to conduct a series of interviews with the artists themselves.

Personal interest in the legal dimensions of the recording industry as well as experiences from working with artists and recording contracts in a record label led the author of this thesis to the topic. While compiling the theoretical background it was also found that relatively little had been written about the Finnish recording industry's practices and even less about the artists' experiences and point of views on recording contracts.

With the help of this study the author hopes to shed light on the artists' perspective on recording contracts. Another aspiration was to bring forth the results of this study for further research and application for the betterment of the artists' position in issues related to recording contracts.

2 THEORETICAL BACKGROUND

2.1 HISTORY OF THE SOUND RECORDING AND THE RECORDING INDUSTRY

In order to understand the current state of the recording industry it is important to shed light over the history of the sound recording and its developments that go hand in hand with the development of the whole industry. Before the 19th century there was no way to capture and reproduce sound. This changed in 1877 when Thomas Alva Edison discovered how to mechanically record sound through his invention, the Phonograph. (Gronow & Saunio, 1990, 19.) Music as a form of art and human expression had obviously existed already for centuries, but before Edison the only ways in which people could consume musical works were through live performances or printed sheet music. Thanks to Edison's Phonograph and its 1887 successor, Emil Berliner's Gramophone the recording industry's existence became possible. (Gronow & Saunio, 1990, 35.) While the Phonograph recorded sound onto a cylinder, the Gramophone recorded onto a flat disc, which made it easier to reprint and reproduce the recordings.

When it was possible to capture and reproduce sound, it also became possible to sell the recordings. In the early 20th century the Gramophone as a record playing device started to become more wide spread and popular throughout the world. Concurrently the early recording companies started to produce products for the newly emerging global consumer markets (Gronow & Saunio, 1990, 42). Throughout the 20th century numerous advances in technology have altered the devices and carriers through which recorded music is being sold and consumed from wax discs to vinyl LP's, to C-cassettes and all the way to CD's in the 1980's and mp3's in the late 1990's. The global recording industry and the CD as a consumer product reached their peak in 1999 when global music sales were reported to be worth US\$26,9billion (Densley, 2010).

At the turn of the millennium the combined arrival of mp3 as a digital format for music consumption and the explosive spreading of a global information network, also known as the Internet, have driven the recording industry into a crisis. The total trade revenue from global music sales keeps falling even though recorded music is being consumed in larger quantities than ever before.

There are many theories on why the recording industry is struggling. Some blame online piracy and illegal file sharing in peer to peer networks, some believe the free access to virtually all music ever recorded enabled by the Internet has led to consumers being less inclined to pay for recorded music. Others point the blaming finger on increased competition from other media products and some view the global economic recession as the cause of the industry's struggles. (Tschmuck, 2010.)

The main issue for the declining revenues, however, seems to be that while the sales of physical format recordings keep diminishing, the revenue increase from digital music sales is not growing quickly enough to fill the void. According to Smirke (2012), the IFPI (2012) studies show that sales of physical recordings fell globally by 8.7% in 2011 while digital sales grew by 8.0%. The problem comes forth in the actual revenue gained from the sales. The decrease in physical sales adds up to 0.9\$ billion where the increase in digital banks only 0.39\$ billion. (Smirke, 2012.) The total trade revenue created by the recording industry in 2011 was US\$16.6billion, which represents a 3% overall decline from the previous year (Smirke, 2012). What is perhaps even more alarming is the notion that the 2011 total revenue is a staggering US\$10.3billion less than in the industry's glory years just 12 years earlier.

2.2 RECORDING INDUSTRY VALUE CHAIN AND BUSINESS MODELS

The fundamental changes in the consumer behavior with recorded music and the following structural change within the recording industry can be well illustrated via the *value chain* –concept introduced by Michael Porter (Kotler & Keller, 2006, 38). As Kotler & Keller (2006, 36) state, all businesses exist to deliver value to their customers and make a profit while doing so. The value chain provides organizations with a tool to assess and improve their value creation process and profits as illustrated in FIGURE 1.

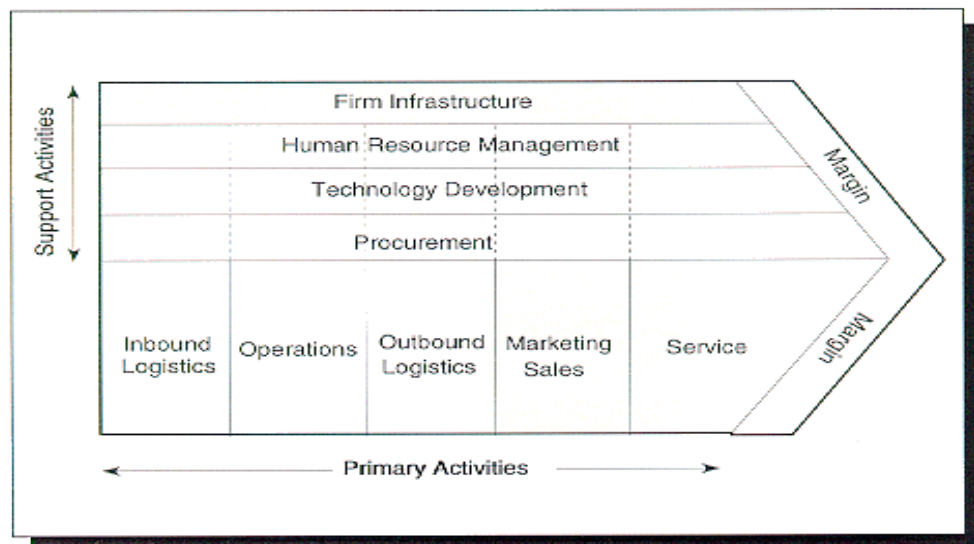


FIGURE 1 Michael Porter's Value Chain. Adapted from Farhan (2007)

According to the value chain –model, all companies perform actions to design, produce, market, deliver and support their products (Kotler & Keller, 2006, 38). These company actions can be further divided into *primary-* and *support activities* (see FIGURE 1). The coherence and efficiency within and throughout these distinct activities define where actual value is created, where costs occur and where to improve practices to secure greater customer value and profit.

The value chain can also be applied to entire industries as well as individual companies. When applied to cover an industry, the value chain defines the same, previously presented key activities through different industry players, in different stages of the value creating process (see FIGURES 2 & 3).

2.2.1 The traditional recording industry business model

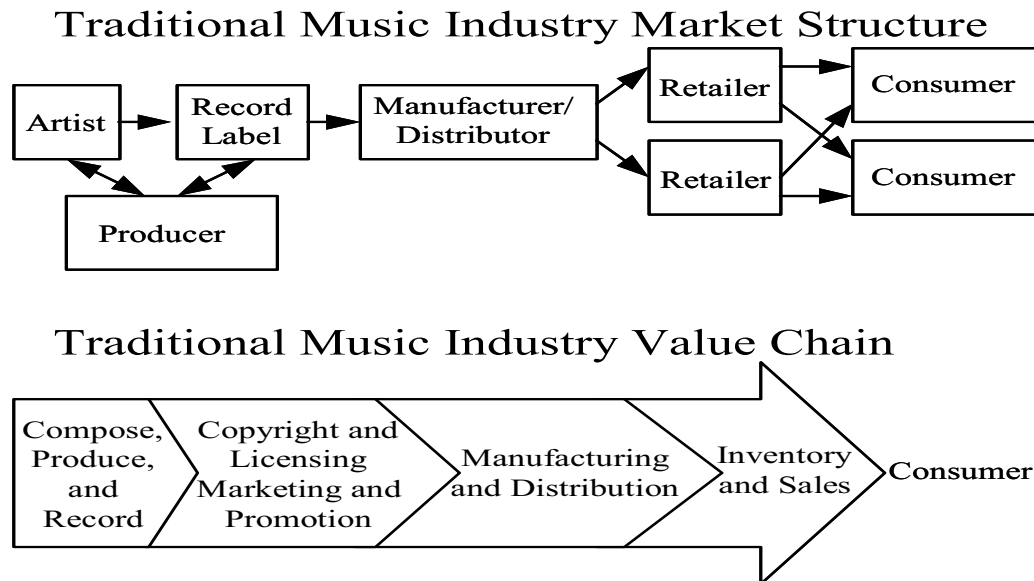


FIGURE 2. Traditional Music Industry Market Structure and Value Chain. Adapted from Bockstedt et al. (2004, 10)

Historically the record label has been the gatekeeper and powerhouse of the entire music industry. The multinational Major labels (currently Sony Music Entertainment, Warner Music Group, Universal Music and EMI Music) often owned the recording studios at the time when technology for high-quality home recording was unavailable and studio rents were at a level, which was virtually unimaginable for artists to pay without substantial financial support. Record labels also owned, and to some extent still do, record manufacturing plants and distributors as well as a solid presence in individual international markets and marketing power (Lee & Thompson, 2009, 42).

As the labels had the control and took the financial responsibility and risk for virtually every aspect and stage of the recording process the way record labels made their revenue was quite straightforward. The companies exclusively

produced, manufactured, marketed, licensed and released the artists' recordings, from the sales of which they collected the profits. The artists gained their income from recording contracts through advances and royalty percentages for records sold in exchange to the exclusive grant of their copyright to the label. (Byrne, 2007.)

The main sales articles the industry produced were albums, consisting of approx. 10 to 12 tracks or songs, and singles usually containing 1 to 3 tracks. These physical products, recently CD's, were and still are sold retail in record stores, music clubs and supermarkets. In more recent years the record labels have started to think of new ways to organize their business and develop their income streams. The re-structuring was mainly spurred by the emergence of the digital format and declining profits from recordings in the early 2000's.

The 360° model

Recently the record labels have ever more increasingly included music publishing, live agency operations and merchandising to their business models in addition to the traditional record production and sales operations. This all-encompassing strategy for operations is called the 360°-model. By tapping into all the income sources related to the artists' operations, which historically were not a standard part of the record deal, the companies gain more possibilities to create greater revenue, especially when profits from the sales of recorded music keep plummeting while the music publishing and touring segments seem to be gaining a bigger importance as income sources for the artist. (Byrne, 2007.) The 360° -model is the basis for standard contracts of all the Major labels in the industry today. The 360° model is actualized with the artists through a recording contract, where these business operations are incorporated to the contract in addition to the conventional recording contract clauses. Hence the 360° model is also a type of recording contract.

The Net Profits Deal or the Profit- Split model

Some of today's smaller independent record labels have also adapted a new model for their business called the profit-split model. As small companies more often than not do not possess large quantities of capital to fully finance all of the

stages of an artist's recording process from start to release, they have adapted a model where financial responsibilities can be shared between the label and the artist. The net profits gained from the released recordings are shared between the parties usually on a 50-50 basis after all expenses are covered (Donnelly, 2004, 4). Characteristically these types of profit-split deals are made for shorter terms than the traditional- or 360° deals and may give the artist slightly more creative control over their recording.

2.2.2 Recording industry business models for the digital-age

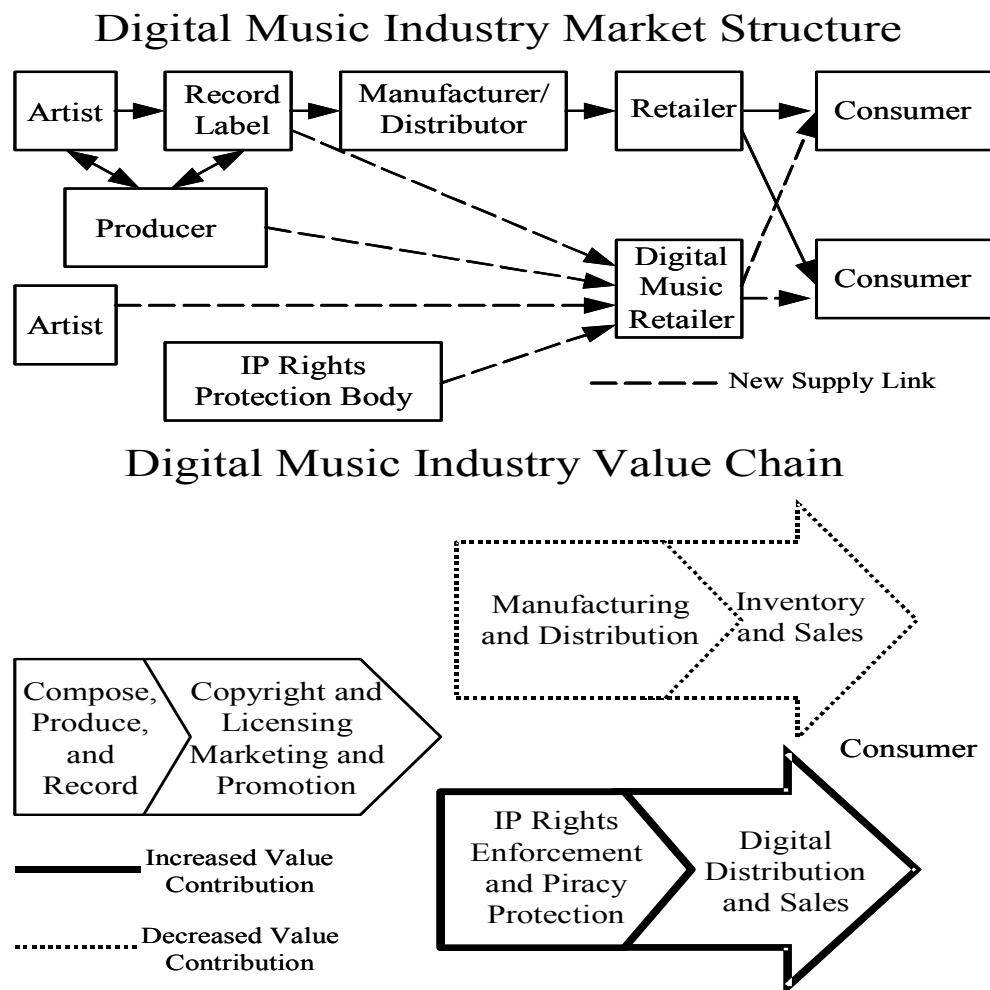


FIGURE 3. Digital Music Industry Market Structure and Value Chain. Adapted from Bockstedt et al. (2004, 13)

The digital age has thoroughly changed the way in which music recordings are consumed and sold today. Due to the digital format of the mp3 recorded music is more and more sold online through various online music stores and applications, such as iTunes, AmazonMP3 and many others. The digital music format's flexibility and easy storage possibilities online have given birth to numerous different music consumer platforms and business models. One quite obvious cause for the Major record labels' current revenue decline arises from the digital music product's intangibility, which is virtually making the Major's in-house manufacturing and distribution phases of the value chain obsolete (see FIGURE 3).

Record labels mainly gain their income from the digital environment through the licensing deals with retailers and other service providers. The artists receive royalty payments as a percentage of the tax-free sales income accounted to the record label by digital retailers (Lehtinen, 2011, 159) or in the case of streaming services based on the amount of listening time their tracks receive.

Digital downloads

The majority of digital music sales is achieved and operated through direct downloads (IFPI, 2013, 7). In this business model, the music retailer stores a vast catalogue of digital format recordings online and they can be purchased as paid downloads to the customer's home computer or other devices, such as smartphones, from which the downloaded recordings can then be listened to. Retailers build their music catalogues through license deals with the record labels or other entities that own the rights to the recordings. The main products the online music stores offer are album- and single track downloads.

Subscriptions and streaming

Another recent development and a point of discussion is the consumer shift from ownership to access. The decline of consumer interest in the tangible music product, that is a compact disc and the increased interest in the intangible digital music product has given rise to new businesses that provide the customers with access to the music instead of actual ownership.

Companies such as Spotify administer a vast catalogue of digital music in an online “cloud” to which the consumer gains access through the Spotify application software. The streaming service companies such as Spotify obtain their music catalogue through licenses from the rights owning record companies. (Gobry, 2011.)

The music streaming companies usually offer several service options for their subscribers. These service options can vary between and within service providers, but the two most common models are Free and Premium services. The Free service users do not pay for the use of the service; hence these models are usually ad-funded. The Free services also include limitations to the time that the subscriber is allowed to use the service per month and to the device from which they can access the catalogue.

Premium services, on the other hand, are paid services with a monthly fee and they do not include advertising or limitations to the catalogue usage. According to Gobry (2011) Spotify’s Premium services are also made accessible from virtually any device that can connect to the Internet and thus provide the customer with a greater freedom and mobility.

Online music videos

The online-revolution has also dramatically changed the consumption of music videos. These promotional videos that were produced by the record labels mainly for TV circulation in the past have found a new medium in the Google owned YouTube video streaming service. In 2012 the company reported over 800 million unique monthly user visits (YouTube, 2012). According to Lee (2011) the ComScore 2011 analysis shows that 40% of the videos viewed on YouTube in July 2011 were music videos. The record labels have made license deals to distribute their music video catalogues on YouTube in exchange for a share of the advertising income. (Coming Attraction: YouTube’s Business Model, 2006.)

2.3 COPYRIGHT LAW AND INTERNATIONAL TREATIES

The recording industry's inbound supply for products is quite different from many other industries where the production ingredients can be harvested from natural resources or bought as pre-prepared parts from subcontractors. The entire music industry is solely dependent on the intangible human mind and its ability to create new musical works. In order to promote creativity and to protect the authors of artistic works, the Western world has created the legal doctrine of copyright. Copyright and its economic dimensions are also pivotal to the all the players involved with the recording industry.

2.3.1 History of copyright

The birth of copyright can be dated back to the mid-15th century, around the time when Gutenberg invented the printing press (Haarmann, 2005, 3). The new technology enabled mass copying of literature and simultaneously created bigger business opportunities for the book publishers. Before the printing press all books for sale had to be copied by hand, which took a great deal of time. Now the possibility to produce large quantities of copies quickly made it possible for the publishing industry to boom. Simultaneously publishers were facing a new concern. Printing a large number of copies of a book was overshadowed by the risk that someone else could do the same with the same book and thus severely lessen the book's revenue to the publisher. Hence, the question arose as to who decides on who has the right to exploit an artistic work.

The custom of the time in Europe was that many entrepreneurs needed to obtain a permission or *privilege* to practice their business from the ruler of the country (Haarmann, 2005, 3). To receive the ruler's *privilege* it became customary that the book publishers were required to have the author's acceptance for the publishing. The *privilege* system was further developed in England to the world's first copyright law called the Statute of Anne in 1710 (Haarmann, 2005, 4). The

Statute of Anne gave authors the exclusive legal right to decide upon the exploitation of their unpublished books.

While the Statute of Anne established the early exclusive economic copyright, it did virtually nothing for the protection of the author's person-related rights to his work. What we today know as the author's moral rights were first established in the late 18th century France. After the French Revolution in 1789 the emerging legal norms on the artists' rights to their work were based on the Enlightenment philosophy instead of *privileges*. According to this philosophy, the author was considered to have natural ownership of his work due to the doctrine of people's right to a reward from their work. This *droit d'auteur* school of thought was the first of its kind to include so called moral rights to its legal praxis. (Haarmann, 2005, 6.) The moral rights were established for the protection of the artists' personality in addition to the protection of their economical rights.

International treaties and conventions

Works of art have a tendency to cross national boundaries. This is perhaps more true than ever today thanks to globalization and the Internet, but exceptional works of art have travelled across the globe for centuries. A well composed and executed piece of art, be it a song, a book or a painting, quite often has a quality that people from different parts of the world with different languages can relate to and enjoy.

While countries started to establish national copyright legislatures in the 18th and 19th centuries, it quickly became apparent that the works of art would require legal protection also outside their native country. At first this protection was acquired through bilateral agreements between countries, but quite soon a necessity for a unilateral convention for copyrights protection became a reality. (Haarmann, 2005, 26.)

The Berne Convention

The first international copyrights protection agreement was signed in 1886 when the Berne Convention for the Protection of Literary and Artistic Works was established (Haarmann, 2005, 27). The Berne Convention offers equal protection of copyright in all of the signing countries. This means that all of the signing countries must offer the same level of copyright protection to works from other member countries as they do to works produced in their own country (WIPO, 2011, 40). Another essential clause in the Berne Convention is that it forbids its members from setting any formality requirements e.g. registration for the copyright protection (Haarmann, 2005, 28). Finland ratified the Berne Convention in 1928 (Bruun, 2002, 249).

The Rome Convention

The Rome Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations was established internationally in 1961. The Rome Convention and its signed member states recognize and establish the Neighboring rights of performers, phonogram producers and broadcasting organizations (WIPO, 2011, 45). For more information on Neighboring rights see (CHAPTER 2.3.3). Finland entered the Rome Convention in 1983 (Haarmann, 2005, 31).

The WIPO Copyright Treaty

The WIPO Copyright Treaty (WCT) of 1996, which Finland ratified in the same year, is a separate agreement under the Berne Convention. The purpose of the WCT is to further adapt copyright legislation to the growing digital era and thus it brings computer programs and databases or compilations of data to the sphere of copyright protection. (WIPO, 2011, 47.)

2.3.2 Copyright in Finland

The Finnish Copyright Act (Stat. 8.7.1961/404) was established in 1961 and extensively amended to facilitate further international harmonization in 1995 when Finland joined the European Union. (Bruun, 2002, 249.) The Copyright Act defines the range and qualifications of works subject to copyright protection, copyright ownership, the infringement and remedies as well as the protection of Neighboring Rights. The duration of copyright for artistic and literary works expires after 70 years have passed from the dying year of the last initial author of the work (Stat. 22.12.1995/1654).

The Copyright Act provides that the author of an artistic or literary work (thus the initial owner of copyright) must be a physical person. Thus a company or other organization can obtain ownership of copyright only via assignment. (Bruun, 2001, 31.) The initial author enjoys exclusively both moral and economical rights, of which only the economical rights can be fully transferred. Within the sphere of moral rights are the paternity right (right to be acknowledged as the author), the right to object to derogatory treatment as well as the right of access to their assigned works.

Section 2 (Amdt. 14.10.2005/821) of the Finnish Copyright Act defines the economic rights of the work's author. Under this section it is provided that the author has the exclusive right to authorize or prevent reproduction of the work and making the work available to the public.

Especially important information in the context of the recording industry is provided in section 27 of the Copyright Act, where it is stated that copyright is basically regarded as any other property right, and that its economic rights can be thus transferred or licensed in whole or in part. (Bruun, 2002, 258.) The instances where the assignment of copyright is on the table within the music industry are mainly related to publishing contracts and the commercial use of copyrighted works in other words, songs.

2.3.3 Neighboring rights

Chapter 5 of the Copyright Act (Amdt. 14.10.2005/821) defines the concept and protection of Neighboring Rights or Related Rights. Neighboring rights are generally similar to the provisions of copyright but instead of authors they exist to protect the rights of performing artists and producers. These are the rights that the artist is mainly to grant or assign in a recording contract.

Section 45 (14.10.2005/821) declares that the artist's performance shall not be recorded to be reproduced, or made available to the public without the artist's consent. The duration of protection for the aforementioned performers' rights is 50 years from the year of performance, or in the case where the performance was recorded, 50 years from the year the recording was first published or otherwise made available to the public.

Producers of sound recordings also enjoy protection under Section 46 (14.10.2005/821) of the Copyright Act. It is important to establish that the producer of the recording is generally considered as the person or entity financially responsible for the initial production of the recording as opposed to an artistic producer. (Karhumaa, 2000, 69.) The producer of the phonogram has the right to authorize or prevent the reproduction, public performance, communicating to the public and/or public distribution of the record, which he has produced. These rights subsist until 50 years have passed from the year the recording was initially produced.

Section 47a (14.10.2005/821) establishes that the Neighboring Rights' owners are entitled to remuneration for the use of their related phonographic records. It also states that the remuneration is to be collected and paid through a representative organization, which has been approved by the Finnish Ministry of Education. In Finland the organization representing performers and producers of phonographic records is Gramex Ry.

2.4 CONTRACT LAW AND RECORDING CONTRACTS

When an artist and a record label meet and want to start producing recordings together, a clear definition of the parties' rights and responsibilities is required. It makes common sense to divide tasks and responsibilities when embarking on a mutual venture, but there is also a legal requirement for certain aspects on these agreements when the project involves intellectual property rights aspects, such as the copyright. The main tool for establishing and defining these issues in the recording industry is the recording contract. Even though there is no set form for what a recording contract contains and how it should be constructed, there are several legal aspects that have an effect on the entire contracting process.

2.4.1 Finnish contract law

The Finnish Contracts Act (Stat. 13.6.1929/228) states that all natural persons have the right and freedom to perform legal acts. All persons become competent before the law at the age of 18 and are thus able to make legally binding actions, such as contracts. An exception to this rule emerges when a person is officially found legally incompetent by court, for example, due to a permanent illness or mental deficiency. In such a case persons with restricted legal capacity receive an appointed caretaker to supervise and authorize legal acts on their behalf. The caretaker's authorization is also required for substantial legal acts performed by a minor with limited liability. Different organizations such as companies, associations and cooperatives are regarded as *body corporates* as well and are thus competent before the law.

As a general rule under Section 1 of the Contracts Act a contract becomes binding after an expression of offer and acceptance. This means that oral or otherwise unwritten contracts are just as legally binding as written contracts. However, some exceptions are acknowledged, for example, in regards to standard form contracts or when the validity is otherwise stipulated in the offer or acceptance.

The basics of the Finnish Contract Law are founded on the principles of freedom of contract and the binding force of contract. (Bruun, 2002, 79.) In a nutshell the freedom of contract provides parties with the freedom to choose whether or not to make a contract, who to make the contract with, what provisions to include into the contract etc. The principle of the binding force of contracts or *pacta sunt servanda*, states that in order for the contracts to fulfill their purpose the parties are obligated to perform in accordance with the provisions and actions that have been agreed upon in the contract (Bruun, 2002, 79). If the parties fail to do so, the offended party must be entitled to compensation in accordance to the harm that they have suffered due to the other party's failure to perform as agreed upon in the contract.

Even as the principle of freedom of contract gives parties freedom to choose on what to agree upon while forming contracts, there are certain established limitations or prohibitions on provisions that cannot legally be set in a contract. There are also other actions or processes that can make the contract null and void in part or as a whole, even if both parties have agreed and entered into contract. The contracting parties cannot legally agree upon a provision that would lead either of the parties to committing a crime. This principle makes common sense, as is but it is also contrary to *bonos mores* or good morals. Koskinen (2005) states that even though the definition of good morals is not particularly set in Finland's legislature, the Finnish legal literature defines *contra bonos mores* to gain its contents and meaning from the society's current concept of justice and morals. Thus what is deemed *contra bonos mores* is usually also considered illegal (Koskinen, 2005).

Chapter 3 (17.12.1982/956) of the Contracts Act ordains the processes or acts that can make the contract null and void. Among these processes are, for example, a party's coercion into contract and inducing to agreement through fraudulent misrepresentation. According to Section 36, subsection 1 (17.12.1982/956) of the Contracts Act it is possible for a contract term to be adjusted or set aside if it is unfair or its application would lead to an unfair result.

2.4.2 Types of recording contracts

Recording contracts have a notorious reputation for being exploitative of the artist and heavily lopsided in favor of the greedy record label. Arguments have been made that artists would not even need a record label to become successful thanks to today's cheap recording technology, global distribution channels on the Internet and the ever diminishing importance of record sales as an income source. Yet, many artists still seek for a recording contract. Lee and Thompson (2009) state that without recording contracts and the following substantial backing and support of a record label the artists still would have limited opportunities to monetize their art, songs and performances across the music related industries as efficiently as possible.

The global recording industry contains hundreds of record labels operating in different ways. Each company also utilizes its distinctive type of recording contract designed according to their business model. The divergence and specialization of record labels and their standard contracts also provide the artists with several options to seek after the type of recording contract most suitable for their status and career aspirations. Within the different types of recording contracts the aspects that are mainly differing from each other from type to type, refer to the division of the parties' financial responsibilities and copyright ownership.

Exclusive Artist Recording Agreement

The Exclusive Artist Recording Agreement was for decades virtually the only contract type available. In an exclusive recording contract the record label takes full financial responsibility for virtually every aspect of the recording process from repertoire selection to distribution and promotions. By signing into this type of a recording contract the artist commits to provide his recording services to the record label exclusively and simultaneously assigns his rights on the produced Master recordings to the label, usually for perpetuity. (Byrne, 2007.) In exchange for assigning these rights, the artist receives a royalty percentage from records sold.

Record labels using exclusive artist recording contracts often also invest substantial amounts of money into the artist, while at the same time taking a big risk if the record should be unsuccessful. In regards to this financial risk the record label also retains a great deal of control over the song selection and artistic direction of the recordings to ensure the success of their investment, leaving the artist with less say over the final product that is the released recording.

Master licensing contract

In a Master licensing contract the artist grants the licensee, usually a record label, with the rights for commercial exploitation of the Masters for a limited period of time in exchange for a set fee or royalty percentage. The artist has produced and recorded the Masters at his own expense and remains the owner of the masters and their copyright (Byrne, 2007). The licensee record label takes upon itself the responsibilities of manufacturing, distributing, marketing and selling the copies made from the licensed Masters (Lehtinen, 2011, 174). Master licensing deals can also be made to grant the licensee with the exploitation rights only within a certain territory. By producing the Masters on his own the artist also has full creative control over the finished product. When the license period expires, the granted exploitation rights revert back to the artist.

Distribution deal

A distribution deal is made in a situation where the artist has taken the sole responsibility for record production and releasing activities, but has a need for logistics and distribution services for the released recordings. The distribution deal is made between the self-releasing artist/producer and the distribution company, many of which are today owned by multinational Major record companies. Under the distribution deal the distributor is responsible for ensuring the distribution of the recordings to retailer stores and online retailers as agreed upon in the contract (Lehtinen, 2011, 183). Distribution deals can be made exclusive and worldwide or restricted to a certain territory. The artist/producer is responsible for supplying the distributor with the released product. The artist also has to assign his copyright established rights for public distribution and communicating to the public to the distributor for the duration

of the deal. The distributor is entitled to a fee for the services they provide. The fee is deducted from the tax-free wholesale price or PPD received from the sales of physical recordings and/or the tax-free income from the online sales. The distributor's fee is usually from 15-20% of the aforementioned incomes for self-releasing artist/producers (Lehtinen, 2011, 185).

Production agreement

In a production agreement the artist signs a contract with a production company. The production company and the artist then work together to develop the artist and produce finished Master-recordings, of which the production company owns the copyright. The production company can then sell or license the Masters to a record label which will take care of the album's manufacturing, distribution, release and marketing (Lee & Thompson, 2009, 49). Production deals are often criticized for their "middle man" status. A production deal may never lead to the record's release by an actual record label. An artist may also end up receiving less from the royalties, since the profits under production agreements are usually split 50/50 and the production company is presented as the producer. Under a recording contract, the deduction on the artist's royalty for the producer's share is usually significantly smaller than the 50% that the production company demands (Lee & Thompson, 2009, 50 – 51).

2.4.3 Conventional recording contract clauses

Even though the recording contract's contents vary with each artist and each label, there are certain common issues, which virtually all of them have to address in one way or another. The wordings and methods in which these issues are dealt with can vary immensely, and the ways in which the issues are presented can have a substantial effect on the parties' rights and obligations, for the better or for the worse.

The Object

All contracts must identify the contracting parties. Another highly important part is defining the scope of business undertakings, which the parties are to agree upon. Traditionally the parties' responsibilities were set as follows: the artist

agrees to perform the songs that are to be recorded and to participate in marketing activities related to the released recordings. The record label takes on the financial responsibilities for all the costs that occur from the production, sales, marketing and distribution of the recordings. (Lehtinen, 2009, 22.)

Some recording contracts will establish a 360° model where the parties agree that the record label has the right to represent the artist in the fields of publishing, merchandise and live agency activities etc. in addition to the record production and sales activities. This also gives the label rights to the income generated from these activities. In some cases this can be a smart way for the artist to concentrate all his related business actions on the same company, if the label is proficient and has good resources in all of these sectors. If the label does not meet the sufficient standards in regards to the aforementioned sectors agreeing to all these aspects can be highly counterproductive.

Recording commitment

When a record label wants to sign an artist, they more often than not also want the artist to record new recordings in a timely fashion. A common way to secure the productivity of the artist is to include a recording commitment provision in the recording contract. The recording commitment provision establishes the artist's obligation to record and deliver to the label a certain number of previously unreleased recordings or *Masters* upon the label's demand within a specified time-span, which is usually one year. (Schulenberg, 2005, 44 – 45.)

According to Schulenberg (2005), the Master is often defined in recording contracts as an original recording, which contains performances of selections (songs) that have been chosen and accepted as commercially satisfactory by the record label for production of records. The minimum required playing time or duration of each recorded song or selection is also precisely set within the definition of Masters as well as within the definition of the recording commitment.

While the inclusion of a recording commitment provision in a recording contract is reasonable for both parties, since the contract is entered with a mutual intention of producing and selling records, there can be several wordings and sentences within the provision to give the labels overpowering control over the artist in this subject matter. What the record labels may try to obtain is a “minimum” recording commitment, which means that the specified number of recordings demanded from the artist is only the absolute minimum, but gives the label the right to demand more recordings. (Hoffman, 1997.) If there is no set maximum on Masters to be delivered in regards to the recording commitment, the label can in effect exploit the artist for excess of Masters that they would not necessarily need to release an album, but rather stockpile the Masters for possible future use, and, as most contracts state, all the Masters become sole property of the label.

Another concrete disadvantage brought upon the artist by this practice is that in effect the artists usually pay the recording costs from their advances. If the label keeps demanding more Masters, the artists’ advance may become bigger. However, at the same time the day when they can actually receive any royalty from their records moves farther and farther into the distant future.

Another aspect, which gives the label perhaps unreasonable control over the artist, reveals itself in the recording commitment, and the Master’s definition, where it is stipulated that the label has the authority on what it considers to be an acceptable recording. In other words, the label has the right to refuse the Masters the artist delivers as commercially “unsatisfactory” and thus directly diminishing the artist’s creative control.

Transfer of rights

As the copyright law establishes, only the copyright owner of a certain work has the right to authorize or prevent its reproduction and communicating to the public. Therefore the record labels cannot operate i.e. produce and sell recordings without some sort of access to these rights.

Historically the most common way for the labels to obtain these rights has been the exclusive transfer of copyright ownership (in the Masters and recordings alike) to the label through a provision in the recording contract. The basic idea behind this provision is that the artists/authors transfer their economic copyrights to the works in exchange for royalty payments from the records sold. If the artist is not in any way involved with the songwriting of the works that he is to record, the rights he is to transfer are mostly Neighboring rights. Neighboring rights refer to the performer's rights to the recording while copyright refers to the work (song) that is being recorded. This is also in most cases what the labels expect to gain and it can be difficult to negotiate otherwise, but there are also other options.

Another way to handle the copyright issues in recording contracts is through licensing. This means that the author/artist retains the ownership of copyright in the recordings and only grants the record label the rights to exploit the recording for commercial purposes for a limited period of time. (Byrne, 2007.)

Royalties

Royalties are considered as the percentage of the wholesale price or PPD (published price to dealers) that the artist receives from records sold (and possibly other income sources) in exchange for the grant of rights to the record label. (Passman, 2005, 82.) There is no industry-wide standard on the percentage, and it can vary a great deal depending on the artist's success and bargaining power, but a common "ballpark" number for royalties in traditional exclusive artist recording contracts would land somewhere from 5 to 15% of the PPD (Lehtinen, 2009, 32). The royalty rate usually varies with the different types of sales of the recorded product as well as the sales from different territories. As an example the royalty rate for digital sales (album or single track downloads) can, in fact, be smaller than the royalty set for the sales of CD's, as it is often counted from the net sales income received by the record label. (Lehtinen 2011, 159.)

The royalty rate is fundamentally affected by the risk that the label is taking with the album release. A well-established artist can receive a higher royalty rate from the start since the record label's risk is smaller and the album is very likely to do well in the market. With debutant artists the label's risk is much higher and correspondingly the royalty rate lower.

Even new artists can strive to raise their royalty rate through a method called *royalty acceleration* or *escalations*. It can be agreed upon in the recording contract that the artist settles for a low royalty rate in the beginning, but if the album sells over a certain established number of e.g. 10 000 units, the royalty rate becomes higher for the records sold after the stated 10 000 units. (Schulenberg, 2005, 68.) In this way the label can avoid taking too big risks at the beginning and the artist is rewarded if the album sells well.

Advances

An advance is considered as money paid to the artist "up front" for the royalties to be received from record sales in the future. This means that the record label can hold on to all the royalties, otherwise payable to the artist, until the total amount of the advance is paid back or *recouped*. (Passman, 2005, 94.) What is to be noted about the advance is that the money paid to the artist as prepayment for the future royalty income is generally considered as nonreturnable (Schulenberg, 2005, 103). This means that the record label cannot require the artist to personally pay back the advance, and that the label can only recoup the advance from the royalties from future earnings that are agreed upon in the recording contract.

An important issue when dealing with advances is determining what costs are included in the advance and thus become recoupable. Everything from album artwork to promotion and music video costs can be set deductible from the advance, so it is very important to be clear about what the advance actually entails. For example, recording costs are often deemed as a part of the advance. This means that even though it may seem otherwise, the artists are actually paying for the recording of the album with their royalties. This may be difficult for the artist to negotiate out of, but it is highly advisable to clearly define, for

example, the budget formation process into the contract. This enables the artists to have some control over the finances that are used in the recording process and thus become recoupable from their royalties.

Cross-collateralization

A concept that is closely tied to advances and that is virtually always harmful to the artist is called cross-collateralization. Cross-collateralization is a method used by record labels to ensure total recoupment of investment from all of the artist's albums. (Passman, 2005, 97 – 99.) TABLE 1 illustrates the situation when cross-collateralization between albums is in effect:

TABLE 1. Cross-collateralization

	Advance	Sales income	Total
Album 1	10 000 €	8000 €	- 2000 €
Album 2	15 000 €	20 000€	+ 5000 €

The sales income from Album 1 have not been sufficient to fully recoup the 10 000€ advance that was paid to the artist, so the record label is at a 2000€ loss for the first album and the artist will not receive any royalty payments from Album 1. However, the label has decided to go forth with the artist and Album 2 becomes a success with sales exceeding the amount of advances. The label is thus fully recouped from Album 2 but is still down 2000€ from Album 1.

As there is a cross-collateralization clause in the recording agreement, the label can now use the sales profit from Album 2 to recoup the advance from Album 1. Should there not be a cross collateralization clause, this would be impossible for the label to do and they would be forced to pay royalties to the artist from the full 5000€ surplus instead of only doing so from the remaining 3000€ profit which is left after cross-collateralization and full recoupment of Album 1.

Cross-collateralization can also exist between different areas of business that have been agreed upon in the recording contract. This is mostly common in 360°-deals where the same company gains rights to represent the artist in other areas in addition to record production and sales. An example case of cross-collateralization between deals could be when the record label uses profit income from publishing or merchandise sectors to recoup the lacking sales from the record sales.

Again, this method is valuable for the labels to secure overall profit and continuation of their business but it leaves the artist with less. The fairness of this method to the artists can be highly questionable if their record sales are not necessarily booming, but they have designed a hit T-shirt which they sell in great quantities on their live shows and website. A situation like this is not uncommon today when artists tend to make less and less of their income from record sales.

Territory

The territory provision of the recording contract establishes the geographical areas where the label has the rights to exploit the rights granted to them by the artist. In the case of major labels the standard they insist is the whole world or even “the universe” (Passman, 2005, 178). The Major record labels justify this with the fact that they are large global corporations with strong positions in virtually all market areas around the world.

The case may be very different with smaller independent labels. An indie label may have a strong position within its domestic music markets but virtually no presence or connections in foreign markets. In these cases it can be unreasonable to grant the label worldwide rights. It could be wiser to agree to a more limited territory, for example, to domestic markets instead and take care of the possible foreign markets through licensing.

The territory issue can also be considered through different products that are to be produced under the recording contract. Dividing territory for CD-sales or merchandise can be smart and justified, but today’s recording contracts often establish plans and rights for additional products. For example, digital music

sales are growing and becoming more and more important for labels. Certainly, it is not reasonable or even possible to divide territories to anything less than the whole world with digital sales due to the global nature of the Internet where digital products are sold in different online stores and applications.

Duration of contract and Options

It is not uncommon to see the media give wide publicity to an occasion where, an artist has signed a 5-album record deal. It is, indeed, possible that the deal can last that long, but there are dozens of obstacles that can lead to the ending of the contract after one year or even sooner. It can also be premature to rejoice over a long-term deal. It can actually become rather a burden than a benefit. A short-term contract for one year can also in fact last far longer.

In the old days the standard duration or *Term* of recording contracts was one year. The labels could then use options to prolong the term for one year per option (Passman, 2005, 123). Today the situation is somewhat different. Record labels have switched from years to albums as the defining attribute for the term of recording contracts. Often the Term or its initial period is considered to start upon signature but there is a plethora of ways in which to determine when the Term ends.

Within the industries where the product is highly dependent on the creative input of the artist, it is certainly not uncommon that the delivery of the finished product is delayed for a number of reasons. Hence it might not be reasonable to state that the contract term ends exactly a year from its commencement. A commonly used solution to this dilemma is to synchronize the end of term or contract period with the delivery of an album. Schulenberg (2005, 35) proposes a model where the initial contract period and the possibly following options are considered to last “1 year; or 8 months following delivery of the minimum recording obligation, (whichever is later)”. This wording provides both parties with a reasonably sufficient time frame, for the artist to create and for the label to secure the product. Thus, this is the first instance where a one-year contract can in effect become much longer.

When the artist has delivered a sufficient number of Masters for an album, and the label decides to release it. It usually takes a few months for the label before the album is in stores for the consumers to buy. We could consider what happens if the album turns out to be a hit six months after the artist delivered it to the label. Today when record sales are bringing in less and less profit, live shows and touring have become much more important, not only because of being valuable promotion for the album but also a highly important income source. The hit artist should then be heading out for world wide touring, but his contract states that his contract period will end in two months, and the label has no desire to put the artist back into the studio while the previous album is still giving high profits. It is here when the possibility of an extension comes to play.

An extension for a contract period can be agreed upon in this positive setting when it is not reasonable to put the artist back into the studio for a new album. The length of the extensions can vary, but they are often set on a period of maximum one year. If an extension is used, the initial 1-year contract has already grown to a minimum of 2 years, provided that the artist has fulfilled and delivered his minimum recording commitment within 12 months from signature.

When the label has used all its possibilities to prolong the initial contract period, the question of options emerges. It is through options that a multi-album deal either becomes or does not become a reality. In effect a 5-album deal means the initial contract period, at best, and if that goes well, the label can use their option for a second contract period and then another album and so forth. It is important to remember that practically no recording contract contains any guarantee of a release unless it is separately negotiated. Options are always decided upon the sole discretion of the record label. The label is usually required to officially notify the artist on the use of the option by some designated time before the end of the previous contract period.

When an option for a new contract period is used, most of the provisions from the previous period stay in effect. However, the artist would do wise to negotiate some escalations in advances or royalty rates for optional contract periods. According to Passman (2005, 121) options are never good for the artist. This

statement is based on the assumption that, if the artist's album becomes a hit, he is then in a much better position to negotiate better terms for his self for a new contract, than the ones he would get from a used Option to his previous, ending contract.

On the other hand options can be viewed as a tool for continuity and mutual long-term commitment if the provisions in options are designed in a fair and encouraging manner e.g. escalating royalty rates per each exercised option. If the artist has enough bargaining power and/or the label has sufficient faith on the artist's success, the parties can even come to an agreement where options are exercised automatically if certain mutually set requirements, such as sales objectives, are met within the previous contract period. (Karhumaa, Lehtman & Nikula, 2010, 132.)

Termination

The recording contract can be terminated at any time during the contract term if either of the parties is found in breach of an essential clause of the contract (Lehtinen, 2011, 174). Such a breach could be for example if the record label fails to pay the artist his due royalties or if an artist with an exclusive recording contract performs on a competing record label's recording without permission.

Usually if the signatory artist is a group and a member of the group decides to leave the group or some breach of contract takes place by any of the group members the record labels tend to treat these incidents as breaches by the group in total. This gives the label the possibility to terminate the contract for the whole group on the grounds that the group is no longer the same that the company originally signed with. (Passman, 2008, 393.)

3 RESEARCH PROBLEM AND QUESTIONS

Based on the presented theoretical background, the researcher makes an argument that the artist is virtually always in a weaker position in regards to baseline knowledge on the legal and business aspects when entering into negotiations for a recording contract. This argument is intensified today when the industry is reinventing its income sources and presenting the artists with more and more complex recording contracts. The recording contract, that functions as the document dividing the parties' shares of finances and control over the record production and sales endeavors can have a substantial effect on the artist's career and livelihood. From this setting arises also the curiosity of why artists seek for and enter into recording contracts if they are not fully aware of the things they are signing into.

The purpose of this research was to conduct an exploratory investigation on three Finnish musical artists' perceptions of recording contracts and their preparedness in dealing with contracts. In order to gain a better picture on the current state of the matter, the main questions to be examined are:

1. How do artists perceive the importance of having a recording contract today?
2. How prepared are the artists in relation to standard industry practices and the general contents of recording contracts when they enter into the contract negotiations? How do they acquire the information?
3. What types of views do the artists have on the potential benefits, cons and consequences of signing a recording contract?

4 RESEARCH METHOD AND IMPLEMENTATION

4.1 METHODOLOGICAL CHOICES

To find answers to the set research problem and questions the researcher has to be able to gain access to the artists' subjective experiences and attitudes. Even though all recording contracts contain common themes, the final contents and the ways in which these common themes are dealt with are never exactly the same. As two completely identical recording contracts do not exist, neither are there two artists who experience and value the recording contract and all its clauses in the exact same way. As the research aims to reveal the subjects' personal comprehension and perceptions on recording contracts the researcher chose to use a qualitative research method. The emphasis of the qualitative research is to gain understanding of the phenomenon instead of making broad generalizations (Stake, 2005, 443). The chosen methodology concentrates on experiential knowledge and influence of contexts (Stake, 2005, 444).

In order to gather primary data from musical artists the researcher used semi-structured theme interviews. In a semi-structured theme interview the researcher defines a set of themes that are to be discussed during the interview. In addition the researcher usually has a number of questions related to the themes but the interviewee is not presented with ready answer options and the interviewees are given the freedom to answer the questions freely from their own perspective and experiences. (Eskola & Vastamäki, 2001, 26; Hirsjärvi & Hurme 2000, 47.)

4.2 IMPLEMENTATION OF THE RESEARCH

4.2.1 Data collection and analysis

The researcher designed an interview structure frame describing the themes and interview questions. This structure frame (APPENDICE 1) was then carried out in all of the interviews. The structure frame consisted of four distinctive themes with a total of sixteen questions divided between the themes. The themes included the artists' perception on the importance of recording contracts today, their preparedness before contract negotiations, the artists' personal views on the consequences of the contracts contents ending with personal experiences and suggested improvements. The questions concerning the artists' perception on the importance of recording contracts examined the theme on a general level as well as the interviewees' personal views and experiences with record labels, and record sales as a source of income. The questions for the second theme focused on the interviewees' baseline knowledge and ways of preparing to the recording contracts negotiation process. The interviewees' experiences throughout the contract negotiation process were also discussed in the context of this theme. The third theme aimed to gain more factual insight on the interviewees' views in the contents and their potential consequences of recording contracts. The possible means of financial benefits and potential negative career effects stemming from the recording contracts' contents were discussed here in addition to legal consequences that might come with signing a recording contract. The questions for the last theme encouraged the interviewees to reflect on their choices and experiences with recording contracts based on their current knowledge. The interviewees were also asked to share their outlook on the general demand for better information and assistance on recording contracts by Finnish musical artists.

All interviews were conducted face to face in Helsinki on March 19th 2013 and the interview audio was recorded for further analysis purposes. The interviewees were not presented with the interview questions in advance but all the interviewees were briefed on the nature and purpose of the research to start off the interviews. The anonymity and confidentiality of the interview results was also established and clarified at the very beginning of the interviews to provide the interviewees' with a sense of trust and openness, which the researcher found vital to gain meaningful responses. The interviews lasted from 36.47 minutes at the shortest to 42.46 minutes at the longest. The received data were analyzed using qualitative content analysis. (Tuomi & Sarajärvi, 2002, 110.) The data were analyzed individually for each interviewee and then compared to each other to find both conjunctive and diverging themes from the participants' answers.

4.2.2 Participants

The researcher established a number of criteria for choosing the interviewees. To ensure a basic understanding of the research topic and the realities of the recording industry the interviewees were to have previous personal experience on signing a recording contract. This way the possibilities of gaining relevant and meaningful data from the interviews were improved. To ensure versatility and a possibility for broad and comprehensive results the chosen interviewees also had gained the required experience with different types of record labels. Two of the interviewees had previously signed contracts with Major record labels and one with an established Finnish independent label. The participants are introduced in TABLE 2.

TABLE 2. Background of participants

Interviewee:	Major artist A	Major artist B	Indie artist
Type of present record label:	Major	Major	Independent
Type of present recording contract:	360°	360°	Exclusive artist agreement
Number of recording contracts entered:	2	1	2
Released albums under contracts:	2	1	1-3 (indecisive)
Role on released albums:	Lead vocalist, Composing, Lyrics	Lead vocalist, Composing, Lyrics, Arrangements, Producing	Instruments, Composing, Arrangements, Producing
Genre	Pop/Rock	Pop	Jazz (instrumental)

The chosen interviewees are 3 recording artists (2 male and 1 female) between the ages of 23 to 26 years. Two of the interviewees have previous music studies, mainly relating to singing, playing instruments and teaching music. All of the interviewees also write or co-write the material they record in addition to performing the songs. Stylistically two of the interviewees define their music as pop or pop-rock, one defined their material as jazz. Two of the interviewees are lead vocalists on their recordings and one plays an instrument in a group performing instrumental music. All of the interviewees have experience from active recording- and touring activities for approximately 5 to 6 years. All of the interviewees have also achieved success in the official Finnish sales chart and/or Finnish award nominations from their recordings.

To provide the interviewees with the necessary sense of freedom of speech and confidentiality the researcher decided to publish the interview results anonymously. The themes of the interview were quite personal and even though the interviewees were not asked to discuss the contents of their own recording contracts the notion of anonymity served to provide the interviewees with a feeling that they were not setting themselves vulnerable to ridicule or passing on any information that their record labels could deem confidential.

5 RESULTS

5.1 RECORDING CONTRACT'S IMPORTANCE FOR TODAY'S ARTISTS

The interviewees presented somewhat mixed opinions about the *importance of a recording contract* for artists in general, in today's Finnish music market. The overall view was that the necessity of a recording contract is highly dependent on the artist's musical genre and career aspirations. While all of the interviewees felt that signing a recording contract gives the artist a chance to better focus on their music thanks to the record label provided support, only one of the interviewees stated that it is essential, if the artist wants to make a living out of music.

It [having a recording contract] is very important if you want to make your livelihood by it [music] – – of course you could just grind and work hard and then find a record label...but again it comes back to it [record labels] at some point.

Another interviewee had a somewhat indecisive outlook on the subject stating that it is not a complete necessity, but can on the other hand be a very good help on the artist's career, especially in the case where the artist's goals are to make a lot of money and reach massive audiences. The third artists gave a bottom line statement that a recording contract is not a complete necessity. The reasoning behind this statement was that artists can gain a lot of publicity and create their own following thanks to current technological developments such as YouTube. The two last-mentioned interviewees also felt that a recording contract can in some cases become a hindrance on the artist's career and the one of them presented a concern of a record label's A&R functions having a potentially severe negative effect on the artist's artistic freedom.

– – from my bystander's experience, I've also had to think about the bigger labels' bustle – – when it comes to having an A&R or a producer on the record, who in my opinion at times just ruins the whole thing. The soul disappears and it [the music] becomes too slick these days.

When asked about the *biggest advantages* the interviewees had *gained from their contracts*, the main reoccurring aspects were financial support (mainly focusing on the record production phase and promotional activities), distribution and access to the record label's contacts network. All of the interviewees acknowledged that having to handle the aforementioned tasks by themselves would require a lot of time, finances and energy that could otherwise be channeled towards making music. The same themes were also perceived as the most important functions of today's record labels with an added emphasis on the labels' promotions activities. Two of the interviewees explicitly expressed a high value on the personal chemistry and dialogue between the artist and the record label staff.

It's [personal chemistry and dialogue] really, really, really important. When we first went [to the record label] to discuss the recording contract, it was like the first thing that stuck to our minds, how good the atmosphere there was.

When discussing the *importance of record sales as an income source* all of the interviewees felt it was still important income albeit that most of their income is made from live shows. One of the artists also explicitly stated that the majority of his record sales are achieved at the venues during live shows but felt that the more traditional record store sales were also important. He also placed value to having his album on the record store window as a good source of credibility, promotion and personal accomplishment. Generally the record sales income was considered as evidence of the public's acceptance and appreciation of the art.

Of course if we get it [the record] to catch fire and the record sells 100 000 copies it's a totally different thing – – and it helps you a few years to come. But I think it [the situation] is like that today that records sell maybe, what's the rate for a gold album, 10 000 these days. If you're lucky it'll [the record] sell that – – Perhaps I'd personally rather do 200 shows per year than sell a couple of thousand [records] more.

All in all the interviewed artists were quite happy with the contracts they had signed. None of the interviewees would drastically do anything different. The main things that came up related to the *negotiation process*. One artist would have waited a couple of weeks longer to even better familiarize with the contract's content before signing it. This artist would have also asked more questions and been a bit more strict with some issues.

I would perhaps let it [the contract] simmer a while longer -- they [the record label] could have waited a while longer -- It was just at the point when we felt that we have got to get the album released quickly because we had a good buzz going on and people were of course waiting for it [the album].

One artist felt he could have studied up on copyright issues prior to forming the agreement with the label and another also expressed that if he was in a contract negotiation situation today, he would be slightly more cautious and demand certain things more strongly.

*I haven't had such a sh*t deal that I'd feel pi**ed off. They have been good contracts in relation to the situation where I have been at the time.*

Throughout this theme, the researcher could not propose any significant divergences or similarities on the artists' replies that could be based on the type of their record label or gender. All the interviewees had a positive outlook on record labels, and even the slightly critical replies on the matter dispersed evenly. Thus the results do not give grounds to arguing that artists with a specific type of record label or gender view these things in the same way.

5.2 PREPARING FOR CONTRACT NEGOTIATIONS

How the interviewed artists had come across their recording contracts were all quite different. However the ways of *preparing themselves to the contract negotiations* showed some similar underlying patterns and methods. The two interviewees who had signed their recording contracts as a member of a group had had “band meetings” to discuss what they are willing to give and what they should try to get from the record label. One of the artists confessed to not having prepared to the contract negotiations at all whatsoever. The contract was presented to this artist while taking part in a music TV-format and there was a lot of hype and commotion concurrently taking place, which made it difficult to prepare in any way. The artist’s young age at the time was also mentioned as a factor.

After four days when everyone had stayed up and sang, and stayed up and sang and everyone’s happy to have made it to the next round, everybody is in the hype. And then a 17-page pile of paper is slammed in front of you that only says recording contract with capital letters. – An attorney came [to us] and told us to underline certain things [on the contract] and to take it home, to look at it and these certain things for a week and ask friends and relatives about it, which was a good help. – I think it [the attorney’s help] was arranged by the record label. I’m not completely sure.

Another artist, who actually tendered two different record labels for the prospect of signing, had consulted with other musician friends to design a list of questions to ask once the actual negotiations would start. This artist also saw important to find out about the people working in the company and their trustworthiness. The third artist on the other hand simply placed high value on trust and intuition. Even though the record label the aforementioned artist signed to is a well-established Finnish record label they never actually signed a contract paper.

I have never signed a single contract. But I’m sure they could be documented in writing. – It’s gone pretty much in a ‘good-sport’ spirit and comradery, which I think is really cool. – [band mates] are sharper with these things but I also tend to trust in my intuition.

All of the interviewees stated that their *primary source of information* on recording contracts and standard industry practices was other musicians and friends who had experience within the industry. The same sources were also used during the negotiation process to evaluate and interpret the contents of the proposed contract. Two of the interviewees mentioned the Finnish Musicians' Union as a good source of advice and help with unclear contract provisions and interpreting the contracts. Two of the interviewees also mentioned a guidebook called *Musician's guide to contracts* being used by many musicians but neither of them had personally read it.

...but I don't personally read that kind of literature.

When discussing the interviewees' upfront *awareness on recording contracts' contents* and aspects like copyright at the time of their first contact negotiations, the results were all somewhat similar. Even though all of the interviewees felt that copyright issues are very important and things the artists should know about, none of them expressed to really have a clear understanding of the topic. Two of them stated upright that they basically had no clue on the subject at the time.

*I am supposed to get **something**.*

All of the interviewees stated that they did not completely understand all of their contracts' contents at the time of agreement. The male interviewees explicitly stated that contracts in general are quite a difficult topic to comprehend. One of the group-artists relied a lot on band mates being more on the clear about the agreement and was not too concerned about the whole thing. One of the interviewees felt slightly more confident than the others stating that the contract was quite a clear and short document, but some things were still somewhat left in the dark. She also expressed a self-inflicted hurry to sign the contract and this may have led to some issues getting bypassed.

The most difficult clauses from the interviewees' standing point seemed to be royalties and other percentages. One artist had also come across some difficult or unclear wording in the contract, which had led to some unwanted results in regards to some ownership issues.

That [the issue] was something that I didn't realize to pay attention to in the contract and neither did [band mate]. Also I think it was somehow poorly written into the contract -- maybe it was expressed slightly falsely.

All of the interviewed artists had received some sort of *help with the interpretation of their contracts*. The main helping source was other artists and their experiences. Among other helping sources were band mates, friends with experience, trained legal assistance through an assigned lawyer and the Finnish Musicians' Union. All of the interviewees also felt that they were able to have some effect or make changes to their initial proposed contracts. However both of the Major label artists admitted that the labels had the final say.

When it comes to a general *demand for help and information* with recording contracts among Finnish artists, the interviewees had somewhat twofold insight on the matter. Both of the male artists expressed a tentative opinion that some form of third party assistance with recording contracts could be a positive thing. Suggested ways in which this sort of assistance could possibly be arranged were "evening classes" or use of artist managers. When asked about general appliance of managers by Finnish artists, it was stated that not many artists use artist managers, since the artists wish to hold on to the little income they get.

On the other hand none of the interviewed artists really saw a strong demand or necessity for outside help with recording contracts. One of the interviewed artist felt that trial and error, as well as experience are the best and most profound sources of learning. Another stated that there is a lot of information available, if one knows where to look. On the other hand she also strongly stated that musicians who study music should get a lot more education and courses on the business side of the music industry. The fact that many artists do not come from a background in music schools was also recognized as a deficiency in relation to the previously stated solution.

When analyzing the data from this theme, the researcher was able to establish a few categorizing patterns. All of the interviewees relied on their peers as a primary information source regardless of their record label type or gender. While all of the three artists confessed to having gaps in their knowledge of copyright and their contracts' contents, the female artist showed slightly more confidence in these issues than the two male artists. This can be perhaps explained to some extent with the fact that she is the only one of the three interviewees who has had some education on the business issues as a part of her music studies. This can also be seen as a reason why the female artist expressed the least enthusiasm for the suggested demand for third party help with contracts issues for artists. Even though the male interviewees did not state a strong claim for third party help's necessity either, their attitude towards the subject was slightly more compliant. All of the artists reported to having had a say in the contract's contents during the negotiation phase. However based on the replies of both of the artists signed to Major record labels, the labels were seen as slightly more dictative towards the final contents of the contracts.

5.3 VIEWS ON RECORDING CONTRACTS' CONSEQUENCES

The third theme of the interview examining the consequences arising from the recording contracts contents proved to be quite a difficult topic. When asked about the *types of financial benefit* that artists in general can gain from their recording contracts the results were quite vague and the conversation easily started to drift away from the realm of recording contracts. Among the listed benefits were record label provided financial support for production, financing for music videos and promotional photography. One artist mentioned advances and royalties from record sales as direct income sources from recording contracts. Between the two Major artists who both have signed a 360° contract including live show operations, only one mentioned live shows as a source of financial benefit in this instance. One of the interviewees also stated that having the record label's name and authority behind them really helped them in gaining third party grants for their recording process. The same artist could not really

name any direct sources of financial benefit deriving from the contract's contents.

It's probably a more roundabout thing in my mind.

On the topic of recording contract's *potential* (financial and otherwise) *negative effects* on the artists' careers the replies were more consistent. What the artists saw as the main negative scenario related to the duration of the contract and its claim for commitment. This was concerning especially in a case where the artist achieves big success or "breaks" and the current record label does not have the necessary resources to fully utilize the situation to advance the artist's career in the best possible way. The duration of contract was also seen as a potential negative in the scenario where an artist struggles with his record label but cannot walk away to another label because he/she has signed a multi-year contract. One of the interviewees also mentioned a scenario a friend had gotten into with a major label, where the artist was forced to quit his primary day job to do unpaid promotional shows. Another thing that was seen as a negative by both Major artists was that the record label virtually owns the artist.

If you sign a five-year contract right away and things don't quite work out, then you're in a sense in a prison over there [the record label] and can't do anything. And then they [the record label] own quite a lot of you at that point.

Perhaps the most difficult topic to grasp proved to be the question about the interviewees' perception on the recording contracts' *most important legal consequences*. The researcher had to present a number of additional helping questions to enable the interviewees to understand what was being talked about. The interviewees were asked for example if they felt like they were waiving something or if they were put under some obligations through the contracts.

Maybe there are some effects on human rights [refers to record label's potential influence on creative control]. On juridical things I can't really say anything.

An artist's contractual exclusivity to his/her record label was established as one important legal consequence by one interviewee in this instance. The same artist also stated that artists can easily breach their contract unconsciously if they do not fully know their contracts and its limitations. One of the Major artists also mentioned the label's right to command the artist to do certain interviews and commercials etc. While one artist vaguely mentioned that the contract can have an effect on the artist's copyright, another did not feel like the contract had had any effect on copyrights.

At least I haven't felt ripped off when I've signed the paper.

The analysis of the theme relating to the third research question brought forth a common feel of uncertainty in the consequences of recording contracts. One categorization in relation to the artists' record label type was the notion that the artists signed to major labels expressed a notion of being "the label's property" which did not come up with the indie artist. Otherwise the results did not exhibit the gender or record label type having any substantial effect on the artists' replies.

6 DISCUSSION

As there are no two identical recording contracts nor are there two artists who view recording contracts in the exact same way. The focus of this research was mainly on gaining insight on the artists' general perception of recording contracts and mapping out their preparedness to dealing with them. After thoroughly reviewing and analyzing the interview data the researcher was able to distinguish certain common themes that were true with all of the interviewees.

6.1 THE LABEL IS NOT THE ENEMY

For all of the interviewees the main value of signing a recording contract seemed to be the fact that having the record label's financial and operational support enables the artists to better focus on their artistic work and improve the prospects of making a living out of music. When discussing the option of not having a record deal the biggest disadvantage seemed to relate to all the work the artists would have to do to gain visibility and following, which would take a lot of time and energy out of the artists' creative processes.

The majority of international literature and articles, print and online, on the subject of recording contracts and record labels (including Passman, 2008 and Schulenberg, 2005) paint a picture where record labels are often scheming to make profits somewhat dishonestly on the artist's expense. Finnish literature (e.g. Lehtinen, 2011 and Karhumaa et. al, 2010), which is not abundant, also recognizes the occurrence of these types of events in contract clauses but the angle is generally not as confrontational. Surely the juxtaposition can be more acute in larger music markets like the United States, but based on the research results the interviewed Finnish artists do not seem to endorse this confrontation by their own experiences. All of the interviewed artists valued good interpersonal relationships and co-operation they had experienced with their record labels. The interviewees expressed a lot of trust in their record labels,

which can be viewed as one reason why they were not too concerned with not completely knowing all the details of their contracts and their legal dimensions.

So, the recording industry is changing and the ways to sell and consume music products are more fragmented than before. Based on the findings of this research the changes in the industry have not had a very strong effect on these artists' perception on the role and necessity of recording contracts and record labels. This is significant since all of the interviewed artists' age and timeframe of entering into recording contracts coincide with the technological developments and the consequential changes on the recording industry. The lack of change in their perception cannot thus be blamed on ignorance or lack of knowhow towards modern technology, digital music consumption, online music services, social media etc.

All in all the interviewed artists expressed a positive attitude towards recording contracts and record labels. Two of the three interviewees concluded that it is also possible for an artist to do well also without a recording contract. Their arguments stem from an evident artistic standing point. The general argument on whether to have a recording contract or not, is decisive by what the artists themselves want and need for their music. In a case where making a lot of money is high in the artist's list of values and aspirations a record label was found a necessity. In spite of some dispersion with the artists' outlook on a record label's general necessity, all of the interviewed artists still have entered into a recording contract and are happy with having done so.

6.2 LABORIOUS TOPICS AND PEER SOURCES

All of the interviewees stated that while live shows are their main source of music related income record sales also had significance to them. In this light the fact that none of the interviewees really expressed comprehensive knowledge on copyright issues seems quite interesting. All of the interviewed artists recognized that they should have a better understanding of these aspects, but at the same time the common feel was that the subject is somewhat difficult and laborious for

the artists to tackle. Having said that, none of the interviewed artists were unhappy with their contracts, or felt exploited even though they admitted to not fully understanding all of their contracts' details. Many of these more difficult details seemed to be copyright related provisions.

The concept of contracts and their contents in general proved to be more or less difficult for the interviewed artists. Even though they were able to correctly point out some potentially positive and negative effects and consequences from signing a contract, naming these consequences proved difficult. To be fair, it is not a wonder artists find contracts difficult. As the theoretical background illustrates, recording contracts are highly complex documents, written in a very specific lingo, which can be confusing for anyone without proper education or extensive experience with them. Even the researcher who has studied recording contracts and the related legislature for several courses in addition to working with recording contracts in a record label would not claim to be a complete expert on the matter. One could argue that artists do not naturally come across these legal issues and documents before a record label takes interest in them, since their primary focus and objective is in making music. Thus they may not be as well equipped to dealing with them as they perhaps should for their own benefit.

Based on the interviews, the artists of this study seem to rely heavily on the experience of their peers when it comes to gaining information on recording contracts and record labels. All of the interviewees named their colleagues as the primary source of information and help regarding recording contracts and standard industry practices. None of the interviewed artist had read literature on the subject and none of them really expressed too big of an interest in these guidebooks, even though they were aware of their existence. The interviewees' trust in other musicians as the single source of information was somewhat surprising. When asked if artists should have more organized third-party help with contracts issues the reactions from the interviewees were not too excited. The interviewees expressed that schools teaching music should include more education on the business side of the industry in their curriculum and that some sort of public course on copyrights and recording contracts could be useful.

However none of them really fully agreed to an existing demand by Finnish artists for contracts related help and assistance.

The ways in which the interviewed artists had arrived to their recording contract negotiations were all quite different. The type of the record labels as well as the artists' personal situation and attitudes at the beginning of the negotiations process had some effect on their preparedness level. The interview results do not reveal any explicit pattern for preparations that could be adapted to for example artists of a certain genre or a type of record label. While all of the interviewees claim to a different musical genre their ways of preparing to contracts negotiations were somewhat similar; using other artists and their experience as primary sources of information and advice. This was true with all of them in spite of the differences in their musical genre or contracting situation.

7 CONCLUSION

7.1 RELIABILITY AND LIMITATIONS

Presenting an extensive theoretical background was found essential by the researcher. Mapping out the recording industry's undergoing changes as well as the complex nature of recording contracts and the related legislature were demonstrated to gain a more intact picture of the present state of the recording industry and its effects on the research problem.

The received research data was analyzed in regards to the research questions with a strong aspiration towards meticulousness and systematical conduct. All of the individual interview recordings were thoroughly listened to, for several times, and the arising common themes and divergences were marked down on each interview's structure frame print in an identical manner with each interviewee. Bringing forth the interviewees' 'own voice' through direct quotations from their responses in the report of the collected data, was one way of manifesting reliability to this qualitative research. Due to time and deadline related issues the interviews were not transcribed in writing, but the researcher has stored the recorded audio from the interviews.

The artists that were interviewed during this research had a previous personal acquaintance with the researcher. All of them participated to the research willingly without the researcher having to persuade them to take part. Two of the interviewees actually expressed surprisingly generous willingness to participate, even before the researcher had locked down the final theme or contents for the research. Reflecting on this baseline acquaintance and clear briefing of the interviewees on the goals and purposes of both the research and the interview prior to starting the actual interviews led to a general atmosphere of mutual trust and openness during the interviews. It was made clear to the interviewees that they were not being tested for their sophistication on the matter, nor were they

expected to disclose any details on their own contracts' contents. The interviewees were told they would not have to discuss their record labels or other industry players by name. If they would choose to do so, the information would only serve as reference for the researcher to work with. A good indicator of the mutual trust during the interviews was that all of the interviewees used real names of companies during the interviews. This sense of mutual trust led the researcher to have confidence in the assumption that the interviewees spoke truthfully in their replies. The researcher also asked the artists for feedback after the interviews and all of the interviewees felt that the interview had been a positive experience. In addition, one of the interviewees also stated that the conversation had encouraged him to study up on recording contracts and copyright issues.

Preserving the interviewees' anonymity throughout this research report was highly important for the researcher. While all of the interviewed artists took part in the research willingly, a request to stay anonymous was also made. This was completely understandable since the entire research topic was very delicate and subjective to the interviewees. To add to the importance of the artists' anonymity is the fact that recording contracts are not generally public documents. Even though the research did not examine the contents of the interviewees' contracts, some of the artists' replies reflect, on some level, to the artists' experiences with the record labels they have worked with. This fact presented some research-ethical questions while compiling the research report, which led to the research results being presented in an indirect manner in regards to which of the interviewees stated which comment. This is also the reason why the gender of each participant is not presented in TABLE 2.

Having artists talk about recording contracts is a sensitive subject. The business issues are often found difficult, even a nuisance, and a topic that the artists are often not too comfortable talking about. Acknowledging this fact may have led to the researcher being perhaps too cautious while designing the interview structure and questions. Even though the aim was not to test the artist's particular sophistication on legal and contractual issues and potholes, some

slightly more precisely targeted questions could have given more accurate insights.

The fact that all the interviewees were native Finnish speakers the interviews had to be conducted also in Finnish, to ensure proper understanding of the topics and questions. The results however were to be presented in English so the researcher had to translate the primary data collected from the interviews. The translations were made to correspond the interviewees' original wording as accurately as possible, but a slight possibility of changes in tone became possible in the final research report.

7.2 FUTURE SUGGESTIONS

This research explored three artists' perceptions and comprehensions of recording contracts. While the research provided insights and data on a matter, of which very little research has been conducted in Finland, a following research with a larger sample and more participants is in order to expand the knowledge and possibly come up with wider generalizations.

As the research data showed, Finnish recording artists seem to have gaps in their understanding and knowledge over contract- and business related issues, but at the same time they are not too active about educating themselves on the stated issues. The researcher would explain this indolence with the fact the artists do not naturally come across these issues until the moment of truth arrives. The artist's position in the contract negotiation situations could be concretely enhanced if music schools would include more teaching on copyright, recording industry practices and recording contract clauses to their curriculum. Surely not all of the recording artists have educational background in music, but since Finnish artists generally seem to rely on their peers for help and information on contracts, the level of education based knowledge on the aforementioned issues could be increased within the artist network. This would then also have an indirect positive effect on the non-educated artists' readiness when the negotiations for recording contracts are at hand.

7.3 FINAL OUTCOMES

The researcher's theoretical background based assumption on the artists' underdog status regarding recording contracts was fully verified throughout the interviews and especially by one of the interviewees who stated it quite literally:

"They know everything, but we don't."

Based on this research and the researcher's previous experience in working with musical artists, the artists view themselves first and foremost as just that: as artists. Their main passion and focus lies in creating and performing music, and the business related issues are usually secondary on their agenda. On the other hand one should not make the false assumption that the situation is as black and white. Artists are aware of the existence of the industry's complex nature and the possibility of pitfalls that can come with it. However, some of these issues can be somewhat disregarded if the possibility and facilities to create and distribute their art is well presented to them. As the artists' careers proceed, the business aspects can gain more weight and the artists learn to demand more from their contracts through the gained experience, knowledge and increased confidence in negotiation situations. To sum up: the interviewed artists see recording contracts and –labels as a means to an end. The end is having their music heard by the public and the existence of a situation where they can best concentrate in creating and performing their art.

One could picture the artists' mindset on recording contracts as a set of scales where one cup holds the music and the chance to get the music heard by the public, while the other holds the business issues, such as contracts and money. The artists recognize the importance of both cups' content and balance, but at the end of the day the cup holding the music will always have more weight. And *that* is an encouraging notion for music lovers everywhere.

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APPENDICES

APPENDIX 1. INTERVIEW STRUCTURE FRAME

Haastateltavan nimi (*Name of the interviewee*):

Nykyisen levy-yhtiön tyyppi (*Type of current record label*):

Levytyssopimuksen tyyppi (*Type of recording contract*):

Aikaisemmat levytyssopimukset (*Previous recording contracts*):

Julkaisuhistoria (*Discography*):

Rooli julkaisuilla (*Role on the releases*):

Genre:

Perceptions on Recording contracts

- 1. Kuinka tärkeää artistille on nykyään solmia levytyssopimus?** *How important is it for artists in general to have a recording contract today?*
- 2. Miten olet eniten hyötynyt levytyssopimuksesta?** *What are the biggest advantages you have gained from having a recording contract?*
- 3. Mitkä levy-yhtiön toiminnot ovat mielestäsi nykyään tärkeimpiä artistin uran kannalta?** *What record label characteristics/functions are the most important for an artist's career today?*
- 4. Kuinka suuri merkitys äänittemyynnillä on sinulle tulonlähteenä?** *How important are record sales to you as a source of income?*

Artist's preparedness before entering into contract negotiations

5. **Kuinka valmistauduit ensimmäisiin levytyssopimusneuvotteluihisi?**
How did you prepare to your first recording contract negotiations?

6. **Mistä sait tietoa levytyssopimuksista ja alan vakiintuneista käytänteistä?** *Where did you find information on recording contracts and standard industry practices?*

7. **Mitä tiesit tekijänoikeuksista ja omista oikeuksistasi?** *What did you know about copyright and your own rights when your first record contract negotiations started?*

8. **Koitko ymmärtäväsi sopimuksesi sisällön?** *Did you feel like you fully understood the contents of your contract?*

9. **Saitko apua levytyssopimuksesi sisällön tulkintaan? Mistä?** *Did you get assistance for understanding the contents of your contract? Where from?*

10. **Koitko että sinulla oli mahdollisuus vaikuttaa sopimuksesi sisältöön?** *Did you feel like you could have an impact on the contents of your contract?*

Artist's views on the consequences of the contract's contents

11. **Millaisia taloudellisia hyötyjä artisti voi mielestäsi saavuttaa levytyssopimuksesta? *What types of financial benefit can an artist gain from a recording contract?***

12. **Voiko mielestäsi levytyssopimuksesta olla artistille (artistin uralle) taloudellisesti, tai muuten haitallisia vaikutuksia? Mitä? *Can a recording contract have financially or otherwise negative effects for the artist? What kind of effects?***

13. **Mitkä ovat mielestäsi tärkeimmät levytyssopimuksen oikeudelliset vaikutukset? *What are the most important legal consequences from a recording contract?***

Hindsight, points of development

14. **Tekisitkö jotain toisin sopimusneuvotteluissa nykyisen kokemuksesi pohjalta? *Based on your current experience, would you do something different in your contract negotiations?***

15. **Pitäisikö artisteille olla saatavilla enemmän tietoa tai apua levytyssopimuksista? Millaista? *Should artists have more information and help available concerning recording contracts? What kind of help?***

16. **Haluaisitko vielä sanoa jotain / jäikö jokin asia kesken? *Is there something else you would like to say or add?***

Kiitos! (Thank you)