



Response

Let's set a standard

Billy Bragg challenges MTV's assertion that MTV Flux belongs to its users and suggests some standard industry protocols for music and video uploaded to the internet.

Billy Bragg
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MediaGuardian.co.uk

I want to thank Nayeem Syed for taking the time to respond to my concerns about the proprietary rights clauses involving content uploaded onto the MTV Flux website.

However, I can't help but feel that he is being slightly disingenuous when he claims that it is not MTV's intention to retain residual rights in videos appearing on their site.

Defending the terms and conditions of the website on MediaGuardian.co.uk on Thursday, he quoted the following sentence: "By uploading or sending any material to us ... you continue to retain ownership of such material and may use the content outside the website."

Worryingly, the word he leaves out is "whilst", which gives a wholly different slant to the sentence, especially if you include the other 50 words: "By uploading or sending any material to us, whilst you continue to retain ownership of such material and may continue to use the content outside the website, you thereby grant to us an irrevocable, unconditional, worldwide, royalty free licence to use such material or any part of it in perpetuity in any and all media and in any manner we may determine in our sole discretion."

I'm not a music rights lawyer, but that looks like MTV own your material as far as their networks are concerned. Once you have uploaded it, they can play the song or video on Flux TV forever without paying you a penny.

Mr Syed claims that these terms are consistent with other main broadcasters, yet I don't recall the BBC claiming a royalty free perpetual licence of my songs for their networks.

Alexander Ross, a partner at media lawyer's Wiggin, was quoted on the Music Week website as saying: "I have looked through the terms and conditions on the MTV Flux site and I think that Billy Bragg is right. It is a one way street. As soon as you upload content, you grant MTV the right to do whatever they like with the content in perpetuity for free. And I can't see any right of withdrawal."

What is at stake here is not only the intellectual property rights of the users of MTV Flux, but the whole relationship between creators and consumers in the new media.

It may take a while to work out how to reward creators for their work, but in the meantime, let's set out some standard industry protocols for work which first appears on the internet.

First, all proprietary clauses should begin with an unambiguous statement making it clear that the right to exploit original material belongs solely to the creator.

Second, all rights claimed by host sites in the terms and conditions should be clearly explained in parenthesis.

Third, all contractual agreements between user and host site should be terminated by simply removing the material from the site.

Mr Syed ends his response to my concerns by saying: "Lets make one thing clear - the rights remain with the individual."

On the week that Flux TV goes live, I call on MTV to do just that.

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