LET THE MUSIC PLAY GAMES

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THE GUIDELINES BOOK

at a glance

Best practices and legal guidance for sustainable collaboration between the music and video game industries

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1. Why these Guidelines?

The synergy between music and video games represents a major opportunity for creation, promotion and audience engagement across Europe. Yet the two sectors still struggle to work together: they speak different professional languages, follow different economic logics, and operate under legal frameworks that were not designed with each other in mind. The result is a landscape of missed opportunities, unbalanced deals and mutual mistrust.

Let the Music Play Games (LMPG) is a 36-month project co-funded by Creative Europe that was created to bridge this gap. Through research, capacity building and matchmaking, LMPG fosters dialogue between the music industry and independent video game production, with the aim of establishing fair and lasting collaborations. These Guidelines are one of the project's core deliverables. They condense what the consortium has learned from:

- a **mapping study** of both industries (organisation, roles, value chains, deal structures), based on more than 35 in-depth interviews and a quantitative survey of professionals across Europe;
- **expert legal reports** on copyright and music in games covering the EU and international framework (Austria, Germany and France);
- the direct experience of the LMPG consortium partners: Music Innovation Hub, SpielFabrique, Centre national de la Musique, Music Finland and MICA – music austria.

Who is this document for? Composers, performers, labels, publishers and managers approaching the game sector; game developers, producers and publishers who want to work with music professionals; and the institutions — CMOs, funders, policy makers — that shape the space between them. It is written to be read without a legal background, but it is not a substitute for professional legal advice on a specific contract.

How to use it. Sections 2–3 build a shared vocabulary and explain how each industry works. Sections 4–5 cover rights and deal structures. Section 6 summarises the national legal frameworks studied by LMPG. Sections 7–8 translate all of this into practical recommendations and checklists. Section 9 addresses the most common misconceptions we encountered in our research.

2. Understanding each other: two industries at a glance

The single most important finding of the LMPG research is simple: most conflicts between the two sectors are not caused by bad faith, but by **structural difference**. As one of our interviewees put it: Nintendo made Super Mario Bros.; Bruce Springsteen made Born in the U.S.A. In the music industry, the song is usually the core of the business model. In the game industry, music is one of many art forms contributing to a product (the game) which is itself the core of the business model. While music can be shown as the product made by one person, a video game will be marketed as made by a team of artists: music composers and writers being one of them.

Linear vs non-linear. Music, film and television are consumed linearly: a beginning, an end, a fixed duration. A video game is by definition interactive and non-linear: the player influences what happens and for how long. Game music must therefore adapt in real time: layers fade in and out, themes shift with combat or dialogue, tempo follows the player. Experienced game composers estimate that only about a quarter of their work is traditional composition; the rest is music design: building adaptive systems, integrating audio through middleware (FMOD, Wwise) and coordinating with level and narrative design. This difference explains most of the legal and commercial friction described in this document.

Who owns what vs who does what. The music industry, with centuries of history, is organised around rights ownership: composition rights, master rights, publishing, collective management. The game industry, only a few decades old, is organised around production roles and project delivery. When the two meet, a rights-centred culture negotiates with a deliverable-centred culture, and both sides can misread the other's priorities as disrespect.

Company size matters. Independent games represent the vast majority of new titles released each year, and most studios are small teams (often fewer than ten people) without legal or administrative staff. AAA studios with in-house legal departments are the exception, not the rule. Any realistic framework for collaboration must work for a three-person indie studio, not only for a publisher with a business affairs team.

Segment	Typical profile	Music practice
Solo dev / Indie	Up to ~50 employees, budgets roughly $200K–$1.5M, self-funded or publisher-backed	Licensing platforms, royalty-free libraries, single commissioned tracks, informal deals
Triple-I / AA	Independent structure with higher production value; budgets ~$1M–$10M	Commissioned original scores, early composer involvement, hybrid deals, some tripartite agreements
AAA	100+ employees, budgets above $50M, publisher- and investor-backed	In-house audio departments, buyouts, dedicated game-music labels, soundtrack releases

On the music side, three major groups (Universal, Sony, Warner) coexist with a large ecosystem of independent labels, publishers, distributors and Collective Management Organisations (CMOs) such as SACEM, GEMA, SIAE, AKM or Teosto, which license rights and collect royalties on behalf of their members.

3. Speaking the same language: key roles

The same word can mean different things in each industry. Clarifying who does what prevents conflicts born of misconception. A few of the most frequent false friends:

Term	In music	In games
Composer	Writes music linearly.	Writes music and designs how it adapts to gameplay (non-linear composition).
Publisher	Manages composition rights, licenses works, collects royalties for songwriters.	Finances, markets and distributes games; often takes a revenue share and sometimes IP rights.
Producer	Shapes the sound and creative direction of a recording.	Lead manager of a game's development: budgets, contracts, milestones, team.
Studio	A facility for recording and mixing.	A company that develops video games.
Distributor	Delivers recordings to platforms and may administer rights.	Delivers games to storefronts, usually without managing IP rights.
Music supervisor	Oversees all music aspects of a visual media production — the natural 'bridge' role	Same definition — but LMPG data shows music supervisors are almost never involved in game projects.

4. Rights 101: what a game actually needs to clear

Under copyright law, 'music' is understood broadly: not only melody, harmony and rhythm, but any creative design of audio material, provided it is original. Purely functional noises (an engine starting, a gunshot) are not protected works; a sound designer's creative combination of sounds can be. According to the prevailing legal opinion, output generated by AI models does not enjoy copyright protection unless the model is used merely as a tool by a human author.

Every piece of music carries **two bundles of rights**, which may belong to different people:

- **Composition rights** (publishing): the written music and lyrics - owned by the composer/lyricist, often administered by a publisher and/or a CMO;
- **Master rights**: the specific recording - owned by the performer, label or commissioning entity. Performers and phonogram producers also hold neighbouring rights.

To integrate music into a game and exploit it worldwide, a developer or publisher typically needs to clear:

Right	What it covers	Who grants it
Synchronisation	Combining the composition with the game's audiovisual content (plus separate sync for trailers and advertising).	Composer or music publisher — individually. As a rule, **not** managed by CMOs.
Master use	Using a specific existing recording.	Label / phonogram producer (plus performers' consents).
Reproduction & distribution	Copies of the game containing the music, physical and digital.	CMO (for CMO members' works) or rights holder directly.

Making available / communication to the public	Digital distribution: downloads, streaming, online storefronts, gameplay streaming.	CMO or rights holder, depending on affiliation and territory.
Adaptation	Modifying the music — re-arranging, remixing, further development of the game, user-generated modifications exploited publicly.	Author or publisher individually. Never managed by CMOs.
Soundtrack rights	Releasing the score separately (streaming, vinyl, concerts).	Usually negotiated separately; a common gap in game contracts.

Key principle: CMO membership changes everything

When a composer joins a CMO (e.g. SACEM, GEMA, SIAE, AKM), they typically assign the management of their exploitation rights (past, present and future works) to that organisation. From that moment, only the CMO can license those rights, and the composer cannot individually grant a worldwide, perpetual buyout of them. Sync and adaptation rights, by contrast, remain with the author or publisher and must always be cleared individually.

Statutory claims to equitable remuneration (e.g. private copying) are managed by CMOs, are generally considered unwaivable, and do not need to be transferred for a game to be exploited — clauses demanding their waiver are red flags.

EU contract law protections. The Digital Single Market Directive (EU) 2019/790, Articles 18–20, guarantees authors and performers appropriate and proportionate remuneration, transparency reports on exploitation, and a 'bestseller clause' allowing renegotiation when a work's success makes the original fee disproportionately low. Buyout agreements remain possible in many jurisdictions but are increasingly constrained by these rules - and in France, buyout models as such cannot be implemented.

Applicable law. Games are global; contracts should always include a choice-of-law and jurisdiction clause with a genuine connection to the deal (residence of a party, main place of exploitation). Without one, the applicable law is often unclear, and mandatory protective provisions of national law may apply regardless of the clause chosen.

5. Deal structures: the current landscape

LMPG documented the deal models actually used across the market. None of them is 'the right one' in the abstract — each trades off simplicity, cost, fairness and long-term revenue differently.

Deal type	Payment logic	Typically used by	Watch out for
Buyout — sync of existing music	One-time flat fee; no royalties.	Mainly AAA; occasionally indie.	No upside for the artist if the game becomes a hit.
Buyout — commissioned original score	Upfront fee (sometimes milestones); full rights transfer; occasional backend bonus points.	AAA and mid-size AA.	Loss of all future royalties; check DSM Art. 18–20 leverage; not implementable in France.
Licensing from stock platforms	Subscription or per-track fee; often royalty-free.	Indie and small studios.	Non-exclusive music; verify whether the platform involves a PRO.

In-house composer	Salary and benefits; work-for-hire.	AAA and larger studios.	Rights belong to the employer; clarity is high, autonomy is low.
Revenue share / experimental	Little or no upfront; share of sales, barter, token-based models.	Indie and experimental projects.	High risk on both sides; document everything in writing.
Tripartite agreement (composer–CMO–studio)	Upfront advance plus capped, tiered royalties; ~50/50 split between publisher invoicing and CMO collection.	Mid-size AA and some European AAA.	Administratively demanding; but keeps the composer inside the CMO system with predictable costs.

Why buyouts dominate — and why they are contested. For studios, a perpetual, global buyout offers total rights clarity: the game can be re-released, remastered, ported and streamed forever without new negotiations. For most of the industry -small teams with no legal staff- anything requiring post-release accounting across dozens of territories is simply unmanageable. For composers, however, buyouts strip future income, residual rights and often credit, and sit uneasily with the European principle of proportionate remuneration. The tension is structural, not moral: recognising this is the precondition for designing better deals.

6. National frameworks: what LMPG's legal reports show

6.1 The EU and international baseline

Across jurisdictions, the fundamentals converge: copyright vests initially in the human author (with the notable US 'work made for hire' exception); games are protected as complex/hybrid works; and exploitation requires the cluster of rights described in Section 4. Where games allow users to modify the music, publicly exploited user adaptations require the adaptation right too, and if the studio's terms let it reuse player-made content, that right must be secured contractually. National differences concern mainly how collective management interacts with the games market.

6.2 Germany: a structural stand-off

Germany is Europe's largest games market (≈ €5.5 billion spent on games in 2024, with roughly €300 million going to German-developed titles across some 900 developer and publisher entities). Yet cooperation between games and the CMO-bound music sector has largely failed to develop. GEMA's historical tariff structures were designed for boxed products with fixed music playtime and pricing tied to wholesale price, and most game tariffs have expired without replacement. Standard market practice today is that publishers require developers to **guarantee that no material in the game is subject to CMO remuneration claims**, often with written confirmations that no involved composer is a CMO member. The result: pre-existing CMO-bound music is rarely used, CMO-member composers are rarely commissioned, and the industry relies on a specialised pool of non-affiliated game composers. The German report's recommendation is that GEMA allow members to opt out or revert games-related rights, cutting the Gordian knot.

6.3 France: the tripartite model

French courts, up to the Court of Cassation, treat games as complex works that cannot be reduced to software; each component (software, database, audiovisual sequences, music) follows its own regime. Proportional remuneration is a fundamental principle of French authors' rights and **buyout models cannot be implemented in France**. Where a rights holder of pre-existing music is a SACEM member, incorporation into a game requires a **tripartite agreement** between producer, music publisher and SACEM, with precisely defined duration, territory and remuneration (guaranteed lump sum plus sales thresholds, paid partly to the publisher and partly through SACEM). Commissioned music is handled through a commissioning fee: a

definitive lump sum for the creative work that is not an advance on future author's rights revenues, with the composer's roles as author, performer and executive producer kept contractually distinct. Negotiations with phonogram producers are often framed by Most Favoured Nation clauses.

6.4 Austria and the general CMO position

The Austrian report confirms the general European picture: CMOs manage exploitation rights and equitable remuneration claims, but not adaptation rights or moral rights - and, with narrow exceptions (e.g. certain AKM/GEMA arrangements that do not extend to games), not sync rights either. Producers must therefore always combine collective licences with individual clearances.

6.5 Finland and Italy: signs of adaptation

Finland's Teosto allows members to **self-administer specific rights, uses or territories** while keeping others under collective management, enabling direct licensing to game studios without leaving the CMO. Finnish stakeholders describe cross-sector deals as markedly smoother as a result. In Italy, SIAE introduced in late 2024 a public template for licensing music in online video games, metaverses and AR hubs, making the digital platform responsible for licensing, with rates scaled by game type and monetisation model. Both examples show that CMO flexibility is possible: the question is uneven implementation, not feasibility.

7. Best practices for sustainable collaboration

7.1 For game studios and publishers

- **Bring music in early.** LMPG data shows 53% of music professionals are only involved in production, and just 3% at concept stage. The most successful projects integrate composers in pre-production, when adaptive systems, motifs and audio middleware can still shape the game's core design.
- **Budget for music as design, not decoration.** Roughly 75% of game-music work is systems design and implementation. Fee structures that only price 'the tracks' undervalue the actual work, and the results show it.
- **Ask about CMO affiliation at the first meeting**, not at contract stage. It determines which deal structures are legally possible (Section 4). 81% of surveyed music professionals are CMO-affiliated; overlooking it is one of the most common reasons deals fall apart.
- **Put every deal in writing**, however small: scope of rights, territories, duration, trailer and marketing use, soundtrack exploitation, credit. Under the purpose-of-transfer rule, anything not covered stays with the author.
- **Consider hybrid models** where budgets allow: fixed fee plus backend points, shared soundtrack rights, or a tripartite agreement. They convert composers from suppliers into invested partners.
- **Credit music professionals properly** in-game and in store metadata: it costs nothing and is the main currency of a composer's career.

7.2 For composers, performers and music companies

- **Learn the medium.** Non-linear composition, middleware (FMOD, Wwise), engine constraints and iterative production are core professional skills for games, not optional extras. 'We don't need more demo reels, we need partners who understand games as a system,' as one developer told us.
- **Know your own rights situation before negotiating.** If you are a CMO member, understand exactly which rights you have assigned and which (sync, adaptation) you can license directly, and inform your counterpart proactively.
- **Price the whole work** : composition, implementation, revisions, trailer versions, and clarify what happens if the game is remastered, ported or expanded.
- **Keep your soundtrack strategy separate.** Streaming releases, vinyl and concerts are a growing revenue and visibility channel; do not let them be swallowed silently by a general rights transfer.
- **Use the network, deliberately.** 73% of game-music work is found through word of mouth, 40% through

fairs and networking. Presence in game industry spaces (conferences, jams, incubators) is a professional investment, not leisure.

- **Do not sign waivers of equitable remuneration claims:** in most of Europe they are unwaivable anyway, and the request signals a poorly drafted contract.

7.3 For CMOs, institutions and policy makers

- **Introduce flexible mandates.** Teosto's self-administration model and SACEM's tripartite agreement show that protection and market access can coexist. Opt-out or reversion mechanisms for games-related rights (as recommended in the German report) deserve serious consideration.
- **Design game-native tariffs**: digital-first, scaled to game type and monetisation, workable for a game launched in 100 territories on day one.
- **Fund the bridge.** Recognise game music as an art form in its own right in cultural funding (as the French CNC already does), support training in interactive audio within music education, and support music literacy in game development curricula.
- **Build shared data and neutral spaces.** The lack of comprehensive European data on games and on music's share within them fuels misunderstanding; observatories and mediation structures would put the dialogue on solid ground.

8. Before you sign: a practical checklist

Both parties, every deal

1. Identify all rights holders: composer(s), lyricist(s), performers, phonogram producer, publisher(s). 2. Establish CMO affiliation for every author and performer involved, in every relevant territory. 3. List the rights actually needed: sync (game / trailers / ads), master use, reproduction & distribution, making available, adaptation, soundtrack, live/event playback, gameplay streaming.

4. Define scope: territories (games are global — say so), duration, platforms, ports, remasters, sequels, DLC, user-generated content.

5. Agree the payment model explicitly (Section 5) and, for EU authors, check compliance with DSM Articles 18–20 (fair remuneration, transparency, bestseller clause).

6. Address soundtrack exploitation separately: who releases it, who collects what, how revenues are split. 7. Specify credit: in-game credits, store pages, marketing materials.

8. Include choice of law and jurisdiction with a genuine connection to the deal.

9. If any author is a CMO member and the game will be sold globally: consider a tripartite agreement or verify what the relevant CMO's mandate actually allows — do not rely on assurances.

10. When in doubt, involve legal counsel or an 'industry translator' (music supervisor, publisher, agency) before signing, not after a dispute.

9. Ten things people believe, and what our research found

LMPG's interviews surfaced recurring 'provocative statements' on both sides. Treated as hypotheses and tested against the data, most turn out to be partial truths rooted in structural differences rather than bad intent. In brief:

The belief	What the evidence shows
'Music is not important in games.'	44% of game-industry respondents call music absolutely critical; only 4% rate it moderately important or less. The real gap is timing: music is valued but brought in too late.
'Studios don't respect music — that's why deals are unfair.'	Less disrespect than structural misalignment: small studios choose buyouts to avoid unmanageable accounting, not to exploit composers. Legal support on both sides changes outcomes.

'There is no real work for composers in games.'	The work exists but the bridge is missing: entry runs through informal networks and requires interactive-audio skills that music education rarely teaches.
'CMOs only create barriers.'	CMO frameworks were built for linear media; friction is real, but Teosto, SACEM's tripartite model and SIAE's new templates show adaptation is possible.
'Game studios want AI to replace musicians.'	Developers mostly use AI for prototypes and temp tracks; the deeper driver is that human music is legally complicated while AI music is legally simple. Fix the licensing friction and the incentive shifts.
'Games are rich and won't share.'	Headline revenues hide platform fees, publisher recoupment and extreme concentration (85% of indie/AA revenue goes to the top 10% of titles). Most studios have thin margins for music — which makes early planning of the music budget more important, not less.
'CMO members can't work in games.'	An oversimplification with a true core: rigid all-works mandates do exclude members from global buyout deals. Flexible mandates and tripartite structures are the way out.

10. Mini-glossary

CMO / PRO	Collective Management Organisation / Performance Rights Organisation — licenses rights and collects royalties for its members (SACEM, GEMA, SIAE, AKM, Teosto…).
Sync right	The right to combine a composition with visual media; cleared individually with author/publisher, not via CMOs.
Master use	The right to use a specific recording, granted by the phonogram producer/label.
Buyout	One-time payment transferring (in principle) all rights, with no ongoing royalties.
Tripartite agreement	Contract between composer/publisher, CMO and game producer allowing music in games while preserving royalties (French/SACEM model).
Middleware	Audio software layer (e.g. FMOD, Wwise) connecting music systems to the game engine.
Adaptive / non-linear music	Music designed to change in real time in response to gameplay.
Work made for hire	US doctrine vesting copyright in the employer/commissioner; no general equivalent in EU authors' rights systems.
DSM Directive	Directive (EU) 2019/790 — includes fair remuneration, transparency and bestseller provisions (Art. 18–20).

What's next?

These Guidelines are a living document. This first edition will be distributed as an open-access PDF on the LMPG website that will soon be integrated; feedback from both industries is welcome and will feed into future updates, alongside the project's capacity building programme and matchmaking activities. Music in games and game music sit at the crossroads of two industries that define culture across generations. Building bridges through knowledge, fair contracts, adapted institutions and policy, is no longer an option to consider: it is the work ahead.

This document was produced within the LMPG project on the basis of internal research, and EU deliverables such as a mapping report of the interaction of the two sectors, and a legal report of the current challenges affecting collaboration between the two industries. It provides general information and does not constitute legal advice.