Welcome to new members
Since our last newsletter we have the following members to welcome:

FULL MEMBERS

AUSTRIA
Malachy Music Management Austria
Austinhofig 26
A-1232 Wieding
Tel: +43 0222 236 36
Fax: +43 0222 236 37
info@malachy-music.at

ISRAEL
Sarah-Mollie Artists Promoter
1177 Shlomo st.
Wadi Harar
Tel: +972 50 549 09 33
info@sm-promeo.com

UNITED KINGDOM
Edison Peters Artist Management
2/4 Buck's Court
London WC2E 8RD
Tel: +44 020 7631 8523
info@edison-peters.com

AUSTRALIA
Australian Brandenburg Orchestra
GP Box 4416
Sydney, NSW
Tel: +61 2 9669 5555

THE NETHERLANDS
Klasseartske Stijl bureau
Schipweg 2A
1061 WH Amsterdam
Tel: +31 020 540 01 80
Fax: +31 020 540 01 81
www.klasseartske.nl

AFILIATE MEMBERS

ESTONIA
Pilla Lill Echo Travel
Kuninga 10
1114 Tallinn
Tel: +372 443 266 66
www.eprovides.ee

FINLAND
Pro Arts
Boulevard 8
00100 Helsinki
www.proarts.fi

UNITED KINGDOM
Academy of Ancient Music
13/15 Newman Road
CR9 0EY
Camberwell
Tel: +44 020 8248 6893
Fax: +44 020 8248 6894
www.aamusic.org.uk

BREAKING NEWS...

Congratulations

21st IAMA International Conference
Emerging Stronger: Inspiring artistic leadership in a changing world 14-16 April 2011

Stephen Lumnard, International Chair, will chair the 21st IAMA International Conference which returns to London.

IAMA would like to congratulate Virginia Bradeen who received the Medal of the Order of Australia on Australia Day in January 2011.
It was given in recognition for her services to Arts Administration. Virginia was Chairman of IAMA from 2003-2005 and is an Honorary Life Member of the association.

Please join us for an anticipated all day conference that in small engaging sessions and masterclasses where a passion for music can help sustain all cultures.

To register, call George Canney on 020 7379 7336 or email g.canney@iama.com

IAMA Newsletter
Winter 2011
Issue Number 33
VAT rules in the European Union

Commission on Artists Fees - from 2011

Two VAT seminars were held in the last 12 months with many members expressing confusion about the application of VAT on fees and commission.

The golden question is: what country does the artist/artistic ensemble deem themselves to be in resident for business purposes? This proof may be in the form of a VAT number which is essential for media companies to meet and put shoulders with the people who manage the artists with whom all work.

Globes aims to establish a forum where key decision-makers from both groups can meet, discuss, debate, make deals and, above all, develop a better understanding of each other’s goals, priorities and media expenditure.

We very much hope that you will join us for this pioneering event and we look forward to seeing you there.

Costa Pilavachi, Senior Vice President A&R, Classics, Universal Music Group International

Janis Susskind, Publishing Director, Boosey & Hawkes

Further questions? Please contact ash@IAMAworld.com

Registration:

Given the economic situation, registration costs are frozen at 2010 levels and the day rate will be almost halved for IAMA members. Furthermore, changes to EU law on the application of VAT means that companies registered within the European Union with a VAT number will be able to use the reverse charge procedure and companies outside the EU will be treated as outside the scope of UK VAT. A combination of the fact that most companies did not receive detailed advice, the drop in value of the pound, which will make this conference one of the most affordable. Hotel and booking information is available on the IAMA website: www.IAMAworld.com/conference

Non-EU countries (outside the scope of VAT requirements in the EU) include:

Switzerland, Norway, Lichtenstein, Isle of Man, Channel Islands but Monaco is not included.

Further questions?

Please contact ash@IAMAworld.com

www.IAMAworld.com www.IAMAworld.com

New feature in 2011!

IAMA Media+: Artists and media in a changing landscape, 13 April 2011

Confused as to where media is heading? What does tomorrow’s media mean for an artist’s career? This day-long event before the 21st IAMA International Conference takes place at Kings Place and aims to bring together the classical record industry, new media leaders and artist managers to demystify what many regard as one of the most important partnerships with the artist.

• Taking stock of the classical recording industry- is the traditional value chain still relevant?
• The new “record label” - Opera houses, symphony orchestras, internet entrepreneurs
• “Superman” Tomorrow’s Artist Manager

It’s the first time that the artist managers host a meeting bringing them together with the movers and shakers from the recording, audio-visual, radio, new media and other electronic media industries. The all-day feature is a panel of experts discussing and debating many aspects of the rapidly developing media landscape with a focus on the relationship between artist managers and their clients, the artists, with the whole range of media companies now operating around the globe. IAMA membership includes virtually every significant artist manager from all over the world and is an excellent opportunity for media companies to meet and put shoulders with the people who manage the artists with whom all work.

On the second day, we will present a two-hour workshop for artists and their agents which will aim to give a clear outline of the issues surrounding the sale and sale of future rights.

The “Superman” model is a reality now at many of the world’s leading orchestras and opera companies. And it’s a fact that these companies are now taking the marketing of their artists’ performances as seriously as they do that of their orchestras and choirs.

IAMA Media+ aims to establish a forum where key decision-makers from both groups can meet, discuss, debate, make deals and, above all, develop a better understanding of each other’s goals, priorities and media expenditure.

Outside Europe, IAMA negotiations lead to the creation of an EU-wide network which is an excellent tool for artists to use to promote their work and sounds.

We very much hope that you will join us for this pioneering event and we look forward to seeing you there.

Costa Pilavachi, Senior Vice President A&R, Classics, Universal Music Group International

Janis Susskind, Publishing Director, Boosey & Hawkes

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www.IAMAworld.com www.IAMAworld.com
Christian May and Günther Obwexer

The guest speakers of the seminar were chosen in order to represent as well as possible the different aspects of the Italian classical music world. We had Francesco Micheli, investment director of Melos Konzerte Wien (the biggest classical music festival in Italy), La Scala board member and former president of the conservatory G. Verdi, Milan, Angelo Poli, music critic of “La Repubblica”, the most read Italian newspaper, Virginia Fedeli, one of the most prominent Italian artist managers, Stefano Mazzoni di Pedrali, director of Opere de Valori Viventi and former director of the Teatri Comunali di Bologna, the only Italian who runs a non-Italian opera house; Fortunato Ortombina, artistic director of La Fiesco, former artistic advisor of La Scala and Teatro San Carlo, Naples. Francesco Micheli opened the seminar saying that Italy needs a “nerve dose” like Rosswenheim proposed after the crisis in 1974. Italian opera faced a crisis in the 70s of last century when they had to represent the guardian of the past and when audiences were composed of aristocrats and members of the upper class. Even today, introducing new management models appears to be impossible especially with the added complication of the unions. The establishment urgently needs a new mentality towards adopting new management models like private companies have had to do. The directors must be able to install a new spirit in their companies, pay more attention to the needs of their audience and listen to what the younger generation needs, for instance, the effective use of new technologies. Of course, State support will always be necessary for public institutions, but in private companies only there is the need to overcome the crisis - artist managers. In Italy agree that change is necessary, it remains to be seen what can be achieved if an opera house loses 70% of its subsidy.

Historically, it can be said that the situation in Italy has always been special, however, one might take the view that Italy is no longer a front line of political directors which will be followed by other countries as well. From this point of view, we also thought the present situation might serve as an example and how the classical music business might react.

In conclusion, he felt that the solution for Italian artist managers and artists was to live abroad and possibly explore new emerging markets, for example, China.

Günther Obwexer, Di Polifonia pointed out important differences between Italy and other EU countries. Theatre directors in Italy were appointed once the mandate of the former director had already expired, while abroad some were appointed at least three years in advance. Comparing the management structures in the different areas is not possible due to different layers of management such as the commissario and artistic director, funding is based on short-term planning and opera houses have too many permanent employees. The chorus of Bologna for instance has 70 members, Florence 80, La Scala 180. Most other European opera houses have a maximum of 40 chorus members and a maximum number of 36 soloists. In Italy, the unions or the Trade Unions of which three to five can be involved each and every time. In Austria, he spent 2.5 hours negotiating with the Unions every day. In Largo I took three hours a week. Artisticly, he thought Italian theatre directors were not honest about their situation and by staying put. The same was applicable to artists. An aging audience is another worrying factor. At La Scala, the average age of the audience was 60 and yet there were no initiatives in place to attract a new generation.

For Fortunato Ortombina the uncertainty of the classical music in Italy is having a disastrous effect, some being: most young people do not know what opera means, public subsidies have been cut to an extent where there is no future and this in a country which was for centuries one of the leaders in musical life.

For some years now we have been warned that the decline of the musical culture in Italy is having a disastrous effect, some being: most young people do not know what opera means, public subsidies have been cut to an extent there is no future and this in a country which was for centuries one of the leaders in musical life.

When I prepared this seminar together with Günther Obwexer, our idea was to analyse the crisis of music institutions in Italy, which face the danger of being financially starved to death, and discuss possible solutions for the future.

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Most opera houses, orchestras and even concert series did however at least survive even though they faced huge financial problems and did not foresee what the next season might bring. In recent months, however, the situation has become more critical to the point that it appears to be a turning point for classical music in Italy. For me as moderator, it was a great pleasure seeing all my dear Italian friends and colleagues acting as a community, standing together and trying to find possible ways for the future. In my opinion, more participants supported the IAMA organised this seminar and for as I am as much from classical music and chamber music, I am not exactly for knowledge from participants in Italy and abroad, as to when IAMA will continue with future seminars of this kind.

In the end, what stood out from the discussions, and what I really admired, was the way all participants stood together in their resolve to

Lift Virginio Fedeli, Angelo Poli, Fortunato Ortombina and Stefano Mazzoni

Lift Virginio Fedeli, Angelo Poli, Fortunato Ortombina and Stefano Mazzoni
Guidelines for Handing Over Artists

These guidelines have been approved by the IAMA Board of Directors for use by the member Artist Management Company (AMC) engaged in handing over artists to another management. John Willan, Chairman of IAMA made the point in the summer newsletter that competition for business should not mean bad business practice.

The Board of Directors considered the state of the profession at the September 2010 meeting and thought it would be helpful to draw members’ attention to a document released in 2006. Some artist management companies do not think a contract is necessary and artists sometimes feel intimidated by something formal or so lengthy. A simple list of agreement can often be enough but it is always recommended that the agent gets the terms of engagement independently checked by their own legal advisor. Whether or not, in a contract or letter of agreement, make sure it covers your situation adequately and consider the points that follow:

1. Key considerations

- IAMA strongly recommends that all agreements are put in writing and any subsequent amendments and addenda are done so in the same form. It is the case that verbal agreements are not legal and signed papers are not representations.

- An agreement should be written in clear, simple terms and readily understandable by both parties.

- All agreements should be discussed with the Artist concerned and then allowed for the Artist to consult before being signed.

- All agreement documents pertaining to the Artist, other than financial, should be kept for at least seven years by the AMC for it to be accessible to the Artist or country(ies) for which it is valid and if the AMC representing the Artist is doing so as a General or Local manager.

2. Key agreement terms to include:

- 2.1. Legal, legal, period of engagement and termination.

- 2.2.1. Establish financial parties for bookkeeping of the agreement. e.g. an individual/company or partnership. Names and addresses should be included.

- 2.2.2. There should also be a clear statement of time by the AMC setting out the goals of artist representation and stating clearly that all reasonable management expenses are to be settled with the AMC before the terms of the agreement are agreed.

- 2.3. It is recommended that any statement of performance management methodology by the AMC and Artist have a responsibility in developing a career strategy and artist development and that the AMC shall use its best endeavours to procure engagements and offer appropriate professional career advice.

- 2.4. The dates as to which the agreement commences shall be stated as well as the termination notice time by either party (AMC/Artist). IAMA recommends that this notice period be between three (3) to six (6) months. You may recall given as a fairly lengthy time frame.

- 2.5. It is recommended that any statement of performance management methodology by the AMC and Artist have a responsibility in developing a career strategy and artist development and that the AMC shall use its best endeavours to procure engagements and offer appropriate professional career advice.

- 2.6. In the event of termination, the agreement should clearly specify for dealing with commission on future engagements and how to deal with those engagements that are not yet confirmed.

- 2.7. Terminations and Large country relationships, expediting the January 2010 agreement for artist commission as a General or Local manager.

- 2.8. The agreement should state if the Artist Manager is the sole and exclusive representative of the Artist. If the agreement states for general management, the percentage for appointing Local managers should be clearly understood and agreed to by both parties.

- 2.9. Commission rates, fees and services.

- 2.9.1. The agreement should establish commission rates which need to be understood by the parties concerned and above any state taxes applied. As a guideline, according to the IAMA 2008 survey results, the range was 20% and Local Management, 12.5% (Jamaica commission may fall within the average range set, 10-15).

- 2.9.2. Establish a payment structure for commission and fees. A free commission schedule on request.

- 2.9.3. IAMA advises that fees payable to Artists should be paid directly to the Artist’s client account managed by the AMC and reflected as soon as practicable on the Artist’s accounting statement.

- 2.9.4. The agreement should detail that the Artist is responsible for all businesses and should advise the AMC to prepare a comprehensive financial Advice. IAMA has a number of international member companies who specialize in this field.

- 2.9.5. A list for dealing with expenses should be established before commencement of the agreement. It should be stated in writing what expenses should be regarded as costs and those that should be covered under the terms of the agreement, it should be settled with the AMC before the terms of the agreement are agreed.

- 2.9.6. The Artist is expected to consult regularly with the AMC and the AMC is recommended of any reservations.

- 2.10. The agreement should also state that the AMC shall use its best endeavours to procure engagements and offer appropriate professional career advice.

- 2.11. The agreement should establish commission as a percentage of royalty receipts net and should not be included in the AMC’s income from the sale of artist’s goods.

- 2.12. The agreement should state if the Artist Manager is the sole and exclusive representative of the Artist.

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3. Note on amendments and addenda:

- 3.1. Any amendments to the agreement must be made in writing and attached to the original agreement for ease of reference.

- 3.2. The Artist should be made aware that any change in the terms of service by a member company should be notified in writing and the AMC is advised to notify the Artist.

Recommendations to the Artist Management Company (AMC)

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Further recommendations: Following the September 2010 meeting, the Board thought to highlight a few points that members need to bear in mind in handing over artists:

- Although the legal definition of exclusivity may vary in different countries, it is recognised by the sector that representing the artists’ interests effectively is best achieved by one company - who represents whom either as general and/or local management and that this relationship should be defined in writing.

- During the termination period, the outgoing manager must continue to act in the best interests of the artist.

- In the event of a new manager taking over an artist, all relevant contact details should be passed on to the new manager.

- When new management takes over from another management company, the interests of the artist must be considered above all and that career continuity should be expected.

- All confidential, contractual engagements have first priority over the newly forming management structure.

- All unconfidential engagements are subject to negotiation between the outgoing and incoming management.

- In the event of termination, the management companies should make every effort to reflect correct representation both in the management websites and the Classical Music Artists website as soon as possible.

- It is taking over artists, professional etiquette must be observed and hallmark terms of reference towards the artist and parties involved must be respected.

- Company websites should not present artists that are not contractually represented by the member companies.

- It is useful to establish a list of artists that will not fall to the AMC such dealing with fan-mail, booking artists, allowing the artist to have a personal website, insurance, press travel, public relations etc.

- A separate document should be drawn up as an addendum containing relevant personal details, passport details and credit card for handling payments.

- More European countries now request official confirmations of an Artist’s work with vulnerable people e.g. children. It may be required of AMC to obtain clearance documentation from the Artist.

First released: April 2006
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The Visa Petition

Once the petition is approved, the artists must schedule an appointment at a U.S. consulate. Each and every artist must obtain a visa approval on behalf of the artist with United States Citizenship and Immigration Services (USCIS). The filing fee is (as of November 23, 2010) $325.

The Basics

Work visas for musicians fall into two broad categories: “O” visas for individual artists and “P” visas for groups. The process for obtaining these visas involves three steps:

1. A U.S.-based petitioner — for instance, a presenter seeking to engage a foreign group — must file a petition for visa approval on behalf of the artist with USCIS. The filing fee is (as of November 23, 2010) $325.

2. Once this petition is approved, the artist or group must obtain personal visas at a U.S. consulate and apply for the visa itself. Another filing fee is charged.

3. Upon entering the U.S., the artists will present their visas to a Customs and Border Patrol (CBP) officer.

All In The Timing

Be sure to leave enough time for the process. The USCIS usually takes 30–45 days to review a visa petition. Even artists who perform gratis, or receive payment outside of the U.S., must get work visas. Regardless of whether an artist receives payment, visa petitions are approved for specific lengths of time — called “classification periods” — during which the artist will be permitted to enter the U.S., perform, and then exit. If the petition is approved, a classification period is specified, and within that period, the artist can only work in the U.S. But while the process for obtaining visas is usually straightforward, there are a few issues that can cause delays.

Applying At The Consulate

The petition must demonstrate that an artist’s work is of “national importance.” For a U.S. citizen or organization to be approved as the presenter, the artist’s work must be of national importance. The USCIS will confirm the entry of artists who are approved for visa petitions. The entry will be recorded in the national visa database.

Applying For A US Visa

Depending on the consulate, a visa appointment may be available as little as three days; it can also take up to three months. Approximate wait times for appointments at each consulate can be found on the State Department’s website at www.travel.state.gov. If all goes well, a visa may be issued on the same day or in a few days. Otherwise, processing times vary. A visa interview is always necessary, and visa requirements vary. The visa application should be submitted at the consulate location where the artist plans to enter the U.S.

According to the USCIS, USCIS examiners are unfamiliar with performing artists and do not know how to judge classical music. When the Metropolitan Opera applied as a presenter for a singer, a USCIS office famously argued that the petition didn’t specify where the house was located or provide evidence that it was a distinguished venue.

Visa petitions are approved for specific lengths of time — called “classification periods” — during which the artist will be permitted to enter the U.S., perform, and then leave. The length of the classification period depends on the number of engagements the artist will have in the U.S. A petition can be submitted for a visa to cover a single engagement or multiple engagements — up to three years for an O visa and one year for a P visa. The petition must include an itinerary of performances, dates, and venues, as well as a copy of all contracts and agreements. The USCIS may also ask for letters, emails, letters of interest, affidavits, and confirming memorandums.

If there are significant gaps between engagements (usually more than 60–90 days), the USCIS may not approve the classification period requested. If the group has a series of engagements in September and does not plan to apply for visas until March, the approved classification period would probably cover only the September dates. A new and separate petition would then have to be submitted for the March dates, requiring another trip to the consulate for new visas. A group cannot hold or delete engagements throughout the classification period.

Applying for a US Visa

The visa petition must be submitted to USCIS up to a year before the first engagement date. Regularly, a few weeks before an engagement, an artist must schedule an appointment with the USCIS. The appointment provides an opportunity to provide additional documentation, such as a letter from a music director or manager. The USCIS will review the petition and, if approved, the visa petition will be scheduled for a later date.

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in obtaining visas than fail. The best way to anticipate is to order post concert dinner— in fact I often ordered by phone.

Despite all of the challenges, far more succeed than fail. One of my first clients had a limited palate and I could anticipate his order for post concert dinner— in fact I often ordered by phone.

Step Three — entry into the U.S. — presents another hurdle. Even after the consulate issues the visa, the decision whether to allow the artist entry is made by an immigration officer, not by the visa applicant. If there is any question about whether an individual has a limited palette or passes a security test, this is where immigration officers can intercede. On our end, we prepare all of the documentation, but it is up to the immigration officer to make the call.

One of the greatest challenges in representing artists is training immigration officers regarding their role in the visa application process. We all possess the simple ability to put ourselves in our artists’ shoes and to view life from their perspective (this is a subject that Rachel Bowron has written about). So how do agents anticipate?

Anticipation or manipulation?

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The crucial difference is that you had no control over the ash cloud, even if it could have been anticipated. But perhaps we’re a danger to ourselves if artists come to rely on us to anticipate the inevitable. Perhaps we should stick to what we know since then — both in culinary and legal matters. Anticipation or manipulation?

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