

Guidance – Should I be engaged as a Session Musician or Featured Artist?

Knowing whether you should be engaged as a session musician or a featured artist can often be obvious, but there are times when your role can be difficult to determine. This can be particularly difficult for lead vocalists going in to work with another artist or producer, but can also apply to an instrumentalist taking on a lead role.

You may have been booked for a recording session or are getting into recording work and don't quite understand what you should be asking for, or are entitled to for your performance on the recording.

Here we have provided some guidance and questions for you to ask the engager, in order for you to make an informed decision and understand where it might be necessary to negotiate.

Guidance Content:

- Contractual differences between a Session Musician and Featured Artist.
- Crediting – How and where you should be credited.
- Royalty Income – Where you might be entitled to royalties as a performer.
- Things to consider / questions to ask - Determine whether you are being contracted as a Session Musician or Featured Artist and where you can negotiate on your deal.

Contractual Differences

Session Musician

A session musician is a performer who plays a musical instrument or performs vocals, in a live or recorded session/gig that is not a featured artist (usually the artist or band whose name the track is released under), and is generally engaged on a session by session basis.

Session musicians can be engaged directly by a production company or record label, but are often engaged via a fixer (also known as a contractor) who has signed an agreement with the Musicians' Union.

A session musician should sign a consent form for session work they are engaged for, which would grant a particular set of rights. For example, a [BPI/MU session form](#) might be signed for a commercial audio release, but further fees would be due if that recording was picked up for something else, like synchronisation into a TV show or film. It is therefore important to establish what specific rights a session musician would be granting, as they will each attract a different fee. [Where fees for the secondary and further use of recordings are due, the MU have a mandate to collect and distribute those fees to session musicians.](#)

The [collective agreements](#) that session musicians are engaged under, are negotiated by the Musicians' Union with record companies, film producers, broadcasters etc and include minimum rates for the musicians to be paid. As these are minimum rates, musicians of course have the right to negotiate higher if they wish.

Once they have provided the relevant consent and performed on the recording, the session musician is paid their session fee and the relevant rights being paid for, are granted to the engager. Where applicable the session musician is entitled to Equitable Remuneration which can be collected and distributed through PPL, but there would usually be no ongoing royalty from use of the master recording, as is normally the case in a featured artist's deal.

The session fee is paid and unless there is a further use required down the line as outlined above, that is the deal done and the engager has nothing further to pay the musician/vocalist.

Featured Artist

Generally, a featured artist is the artist or band whose name a track is released under. Often featured artists will be contracted to an ongoing arrangement with a record label but they may have agreements with another recording rights holder or in the case of self-releasing artists, be the exclusive rightsholder themselves.

In each of these cases this would normally mean that the featured artist is entitled to royalty income from exploitation of the recording, with ownership of the recording usually sitting with whoever paid for them to be created.

Where there is an ongoing agreement between the featured artist and a recording rights holder, and that company owns the recordings, it is likely the deal would encompass all uses of the recording. The agreement itself will include terms which clarify how the performer will be paid for each specific use. For example, where income is generated through sales/streams of the recording, the featured artist would receive income based on an agreed royalty rate.

Alternatively, an artist that owns their recordings may decide to licence certain rights to labels/recording rights holders or licensees, so they can provide assistance in areas such as distribution, administration and marketing. Again, the agreement would clarify how the performer would be paid for each specific use.

Many featured artist deals will also include advances, which can be recouped against income generated through the recording.

The terms and royalty rates in a featured artist agreement can vary, and are agreed through the [individual negotiation of that contract](#). This is unlike the session musician deals which have set minimum terms, agreed through the MU's collective agreements.

Crediting

A performer has the right to be credited whether they are a featured artist or session musician, but in practice this will be in different ways.

A featured performer engaging on a session should expect to be a named artist on the recording, and the same would apply if they are recording with another featured artist. Their name would be included directly alongside other artists' names, or as a 'featuring' artist.

This is different for session musicians who would not be a named artist on the track. However, a label would be expected to use their reasonable endeavours to credit the session musicians' performance in the liner notes, or digital equivalent for the release.

Credits are also gathered by companies such as [Jaxsta](#) who work to build complete sets of credit data for recordings and this would be for all performers involved. [DDEX \(Digital Data](#)

[Exchange](#)) are an organisation that work to create standards for digital data internationally, in order to make data more accurate and the exchange of that data more efficient.

Digital Service Provider (DSP) Crediting

If you have agreed to be a featured performer on the recording and would like any streams to be counted towards your artist page on the DSP's (Spotify, Apple Music etc) you use, you can request to be listed on the priority artist section. This is handled at the upload stage by the label/distributor, so can be discussed directly with them, and ensures that the stream count on your monthly listeners will be increased by the streams of that recording.

If you are not listed on the priority artist section, you should still be credited in the 'Appears on' section on Spotify or other DSP equivalent to that, but the streams would not count towards your monthly listeners. It should be considered that in some cases, although you are credited as featuring, you may not wish to be closely associated to the track on the DSP. You could for example have played a lead role, but it is not the genre/sound you want related to your own artist page or 'Popular' section on the DSP. Therefore, you would not ask to be registered on the priority artist line and would stay on the 'Appears on' section.

It is also worth noting that if you are listed in the priority artist section, it does not affect the streaming numbers or associated pages of any other artist on the recording. It is purely to receive streaming stats based on recordings you have performed on.

Other Royalties - Equitable Remuneration / Neighbouring Rights

In many territories across the world, a performer has the right to Equitable Remuneration (sometimes referred to as Neighbouring Rights) when a sound recording they performed on is played/broadcast to the public.

In most cases in the UK, these rights are administered by PPL who collect and distribute the royalties to the rights holder, featured performers and non-featured performers (session musicians). The money is split 50/50 between the rights holder (often a record label) and the performers. The performer 50% is then split further, with the featured performers receiving a larger cut than the non-featured performers, usually split around 65/35.

The right to Equitable Remuneration cannot be assigned to another party and can be a valuable income source for both featured artists and session musicians. Therefore, it is important for performers to register with PPL and claim against any tracks they performed on, that are registered.

Things to Consider...

Quick Checklist:

- **Identify your role** – Are you a lead performer or soloist? Backing performer perhaps, or performing as part of an ensemble or group?
- **What is the nature of the work?** - Who is it for and how will the recording be used?
- **What's the deal?** - How is the deal structured, what will you be paid and is it being contracted as session work, or featured?
- **Who will be your main point of contact?** – Who can you ask questions relating to the work? Who will your contract be with?

- **What's happening at the session?** – Once the work has started, is your role what they said it would be? Does the deal need to change or be discussed further?

When entering discussions to perform and record with an artist or producer, it is important to determine whether you will be contracted as a session musician or featured artist, and whether you believe that the role expected of you, fits with that offer.

The nature of the work might make this easy to determine. You could perhaps be told that you will be a named artist on a single, which would make a featured artist deal appropriate. Or that you are performing alongside a number of other musicians as backing vocalists, in the same session musician role.

However, it is not always that straightforward, particularly when a performer is asked to take on a lead role or the information you have received does not provide clarity.

In those cases, the deal may require negotiation and questions can be put to the engager that will allow you to position yourself better within those discussions. It is important to discuss the matter before agreeing to the work if you think the terms are not quite right, and to make sure you and the engager are on the same page.

Does the information provided by the engager give you an indication of your role, and whether you will be contracted as a session musician or featured artist?

Use the definition guidance provided above and information in the engager's offer, to establish how they will be contracting you. Or is there more information they need to provide around the nature of the work and what will be expected of you within the session? How will you be remunerated for your work and what contract are they suggesting you sign – an MU session agreement or a bespoke featured contract perhaps? If key information has not been provided, ask for it.

What is the nature of the work and how will the recording be used?

How the finished recording/track will be used will not determine whether the agreement should be a session or featured contract, but in some cases might provide some indication. If the recordings are not linked to a commercial release and are *only* to be exploited through other areas such as synchronisation and broadcast, it might highlight that it is session-based work. This could be the recording of a film score, production music, jingles or even advertising work, often performed by session musicians for the specific purpose of synchronisation and broadcast.

If you are taking on a lead role, how is your deal being structured to compensate for that?

This could be by contracting you as a featured artist, with a fee paid, plus ongoing royalty income (points) from exploitation of the recording. Or if agreed that you are not quite taking on a featured role but providing lead, could you be engaged as a session musician but still agree an ongoing royalty anyway? Consider all options and remember that these deals can be structured in a number of different ways if taking on a lead role, so you are free to negotiate.

Bear in mind that what you agree may also affect how your performance is classified for PPL purposes, and therefore your share of equitable remuneration for subsequent broadcast/public performance of the recording. Remember that for members, any agreement that you are offered can be sent to the MU and checked through the Contract Advisory

Service. Or even if you have just been approached with an offer you wish to discuss, the MU can talk you through it.

If other musicians are being engaged, do they have the same role as you / how does their role differ?

This information might not be apparent when you are first approached by the engager, but it is worth checking what other musicians/vocalists are involved in the session and what roles they will have. For example, it might be that you are providing vocals alongside other backing vocalists, which would suggest you would be working as a session performer. On the other hand, you might be provided with information that highlights that you are taking on more of a lead/featured role.

When you are at the session, is your role what they said it would be?

Consider whether you are being asked to do anything additional to what was agreed before the session. Are you now being asked to take on a lead role perhaps or even to get involved creatively? If you are, it needs to be acknowledged and discussed at the earliest possible stage. Approach the situation with the engager and see how you can be appropriately remunerated for that role. On the performance side, it could be negotiating royalty income (points) from exploitation of the recording.

If involved creatively you might be in a position to agree a writer's share. Those that have created any part of a song/composition have the right to a percentage, which would need to be agreed between yourself and the other writers. Those involved in the writing are free to negotiate song splits/percentages as they feel necessary and come to an agreement on what all writing parties think is fair. An [MU Song Share Agreement](#) can then be signed to confirm the details.

It can be difficult to immediately come to an agreement while in the session, but if approached in the correct manner, all parties should be able to have an open discussion about how the agreement has developed and what else needs to be put in place. If agreeing to anything while in the session, always try and get something in writing.

Guidance by Featured Artists Coalition and Musicians Union, 2021.