

# Schools Printed Music Licence – Standard Terms

## 1 Contracting Parties

This Licence records the standard terms on which PMLL grants licences to Schools in the United Kingdom on the following terms and conditions.

## 2 Licence

Subject to the terms and conditions set out in this Licence, including the limitations and exclusions set out in Clause 4 below, and in consideration of the payment of the Licence Fee, which may be paid either directly by the Licensee or through a centrally-negotiated agreement with a relevant authority on the Licensee's behalf, the Licensee is granted the following non-exclusive rights, exercisable during each Licence Year for which the Licence remains valid:-

- a) to make, or permit the making of, Licensed Copies, on the School Premises or via the Secure Network, or, subject to the terms hereof including without limitation the limitations and exclusions in Clause 4 below, on Local Music Service or Local Music Education Hub premises;
- b) to make, or permit the making of, Arrangements of Musical Works;
- c) to distribute, and to permit the distribution of, Licensed Copies to School Members;

solely for use within the School Activities.

## 3 Payment and Licensee Obligations

### 3.1 Payment

Save where the Licence Fee is paid on behalf of the School by an authorised body, the Licence Fee, together with VAT thereon, is payable within 30 days of receipt of an invoice from PMLL or its authorised billing agent. PMLL reserves the right to charge interest on any late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

### 3.2 Credit

All Licensed Copies made under this Licence must be annotated as follows:

*"Copy made on dd/mm/yyyy (date to be added) under PMLL Licence for use at (name of School and post code to be inserted here)"*

All Arrangements made under this Licence must be annotated with the title of the Musical Work, the name of the composer of the Musical Work, the name of the author of any associated lyrics, the name of the publisher (if known), the name of the arranger, and a note as follows:

*"Arrangement made under PMLL Licence for use at (name of School and post code to be inserted here)"*

## 4 Limitations and Exclusions

4.1 Licensed Copies and Arrangements may be made solely for the uses authorised and upon the terms and conditions set out in this Agreement by members of staff or teachers who are:-

- 4.1.1 employed either by the Licensee; or
- 4.1.2 employed by the Local Music Service or Local Music Education Hub;
- 4.1.3 engaged on a self-employed basis.

for use solely within School Activities. For the avoidance of doubt, Licensed Copies and Arrangements may not be made by pupils.

4.2 The making of Licensed Copies shall not directly or indirectly substitute for the purchase of Printed Music Publications or for the commissioning, reproduction, hire or any other use of Printed Music Publications or underlying Musical Works or part thereof. At least one original Source Copy of the Printed Music

Publication must be owned by the member of staff or teacher (as referred to in Clause 4.1), School or, where appropriate arrangements are in place with the School's Local Music Service or Local Music Education Hub, by that Local Music Service or Local Music Education Hub. For the avoidance of doubt this Licence does not permit the copying of Printed Music Publications made available on hire or borrowed from a library, other than a library owned by the Licensee.

- 4.3 The Licensee must limit the number of Licensed Copies to one Licensed Copy for each School Member in the lesson, class or group for which those Licensed Copies are intended.
- 4.4 The Licensee must comply with PMLL's reasonable reporting instructions in connection with its creation of Licensed Copies, the purpose of which is to inform the accurate re-distribution of licences fees to rightsholders, including publishers and composers.
- 4.5 The Licensee must not make copies of more than ten percent (by number of items) of the individual pieces of music in a published Anthology or multi-movement vocal score or not more than ten percent (by the number of pages) of any Workbook. If there are fewer than ten individual pieces of music in an Anthology or multi-movement vocal score the Licensee may only make copies of one of them.
- 4.6 Licensed Copies may be used only by School Members as part of School Activities and not for the private purposes of School Members or anyone else. Individual Vocal or Individual Instrumental Teaching which forms part of School Activities is included within the licence but only where such teaching is provided by members of staff or teachers (as referred to in Clause 4.1) and takes place on the school premises. Individual Vocal or Individual Instrumental Teaching that is separate from the School Activities is excluded.
- 4.7 For the avoidance of doubt Excluded Printed Music Publications are wholly excluded from the scope of this Licence and the rights granted under this Licence may not be exercised in respect of those. A list of Excluded Printed Music Publications is provided on PMLL's website.
- 4.8 Arrangements made under this Licence are authorised subject to the following specific conditions:
  - 4.8.1 Arrangements must be made for primarily practical reasons, such as a change of instrumentation or key, to make the Musical Work performable by the Licensee's instrumental or vocal resources;
  - 4.8.2 Arrangements should not change the character of the Musical Work, and must not parody the Musical Work or treat the Musical Work in a derogatory way;
  - 4.8.3 Arrangements may only be used by the Licensee. They may not be passed on to other Schools or anyone else;
  - 4.8.4 Ownership of any Arrangement made under this Licence is automatically assigned to the owner of the Musical Work arranged, and, on request, the Licensee must provide to the owner of the Musical Work, in a form prescribed by them, a written assignment of all the rights in any such Arrangement.
  - 4.8.5 The Licensee will immediately cease using and will destroy all copies of any Arrangement which PMLL notifies the Licensee in writing has been objected to by the relevant author or composer or publisher.
  - 4.8.6 Arrangements may be recorded in any form from which Licensed Copies may be created in accordance with the terms hereof but must include prominently at the top of the first page an appropriate copyright notice in respect of the Musical Work of which it is an Arrangement and the name of the arranger.
  - 4.8.7 The Licensee must not adapt or otherwise change any lyrics.
  - 4.8.8 The Licensee must submit a pdf of the full score of the Arrangement by email to [info@mpagroup.com](mailto:info@mpagroup.com) or via such other method as PMLL shall notify them.
- 4.9 The Licensee must not lend, sell or hire out Licensed Copies.
- 4.10 Licensed Copies made and/or stored digitally whether by scanner or by entry into music notation software or by any other means must only be made available to School Members permitted by the Licensee to have access to the Secure Network and must be deleted at the end of the academic year in which the Licensed Copy was created.

- 4.11 The copying of hymns and worship songs used in collective worship and included in licences issued by Christian Copyright Licensing International under their School Collective Worship Licences is excluded from this Licence.
- 4.12 The Licence does not apply to any book, journal, magazine or other printed or digital publication unless the publication consists primarily of Printed Music Publications. For the avoidance of doubt: publications which may be included in licences issued by CLA are not covered by this Licence.
- 4.13 The Licence does not apply to and specifically excludes photographs, illustrations or other visual artworks contained in a Printed Music Publication.
- 4.14 While Licensed Copies may be used to assist performers when they perform as part of their School Activities within the scope of the Licence, the Licence does not authorise the general public performance right, broadcast right, making available right or recording of any music (including putting recordings on any website) for which the Licensee must ensure that it has the appropriate licences in place before undertaking any of these activities.
- 4.15 Paper Licensed Copies made in any one academic year must either be archived at the end of that academic year or, if used again in a subsequent academic year, must be licensed as a new use.

## **5 Licence Management**

- 5.1 Any notice required by this Licence shall, unless otherwise specified, be in writing and sent by first class post, in the case of the Licensee either to the address shown on the Record Sheet or to the relevant authority where a centrally-negotiated agreement is in place, and in the case of PMLL to Printed Music Licensing Ltd, 3rd Floor, 107 Gray's Inn Road, London, WC1X 8TZ (or any address notified by the Licensee to PMLL), and shall be deemed to have been served on the second working day (which shall exclude weekends and English public holidays) following the date of posting.
- 5.2 This Licence is personal to the Licensee, relates only to the School and cannot be assigned.
- 5.3 This Licence shall be governed under English law and the parties submit to the exclusive jurisdiction of the English courts.
- 5.4 The parties agree that the terms of this Contract are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.
- 5.5 Given reasonable notice, the Licensee will allow PMLL to enter the Licensee's premises to review the implementation of the Licence by the Licensee and its compliance with its terms and to inspect the procedures the Licensee uses when applying the Licence.
- 5.6 The Licensee will explain the terms of this Licence to its staff, particularly those with responsibility for reprographic equipment, and will require them to comply with those terms.
- 5.7 The Licensee shall appoint a member of staff as a PMLL Licence Co-ordinator to liaise with PMLL in connection with the administration and implementation of the Licence.

## **6 Data Collection**

- 6.1 The Licensee shall use reasonable endeavours to report to PMLL data on all Licensed Copies it makes during an academic year in such form as PMLL shall reasonably direct and within three months following the end of such academic year. The information obtained will assist PMLL to identify what Licensed Copies are being made and thus inform the accurate re-distribution of Licence Fees to rightsholders, including publishers and composers.
- 6.2 Without prejudice to clause 6.1, PMLL shall be entitled, not more than once every 3 years, to require the Licensee to participate in a sample data collection exercise over the course of one month in an academic year. The data collection exercise may, without limitation, take the form of a survey or an online reporting exercise in accordance with PMLL's data reporting requirements.

- 6.3 If selected by PMLL to participate in a data collection exercise in accordance with clause 6.2, the Licensee shall co-operate with PMLL (and/or its agents or suppliers) and provide all reasonable assistance to PMLL in accordance with PMLL's data reporting requirements. The Licensee undertakes to ensure that its employees comply with its obligations under this clause.
- 6.4 PMLL undertakes not to disclose any information obtained as a result of any data collection except:
- 6.4.1 as required by a court or other authority of competent jurisdiction; or
  - 6.4.2 in aggregated form from which the identity of the Licensee cannot directly be identified; or
  - 6.4.3 as required to enable PMLL to distribute the Licence Fees to music publishers and authors.
- 6.5 Any survey or record-keeping exercise must include all Licensed Copies.

## **7 Indemnity**

- 7.1 If the Licensee receives in writing a claim from a rights owner that the Licensee has infringed copyright in any Printed Music Publication or typographical arrangement by producing Licensed Copies thereof or Arrangements of the underlying Musical Work and if the Licensee has complied with all of the terms and conditions of this Licence, and has notified PMLL in writing within 10 days of receiving the claim or, in the case of a Claim Form within 5 days of receipt, PMLL will take over responsibility for defending such a claim and will bear all costs PMLL incurs in connection with such negotiations and/or defence.
- 7.2 Provided that PMLL has been permitted to take over all negotiations and/or responsibility for defending such claim in accordance with clause 7.1 above unimpeded by the Licensee, PMLL will indemnify the Licensee in respect of all reasonable legal costs and expenses approved by PMLL prior to being incurred and damages awarded against the Licensee to the extent of an award of a court of competent jurisdiction or a settlement entered into with the prior written approval of PMLL.
- 7.3 In dealing with such a claim the Licensee must not make any admissions or offer payment and must ensure that all correspondence relating to the claim is passed to PMLL immediately on receipt. No communications shall be made to the claimant without the prior written consent of PMLL.

## **8 Cancellation and Breach**

- 8.1 This Licence shall continue from Licence Year to Licence Year, subject to payment of the Licence Fee either by the School or on its behalf by an authorised body, unless cancelled by either party giving at least 30 days written notice served so as to expire at the end of each Licence Year, or by PMLL pursuant to clause 8.2.
- 8.2 Should the Licensee commit any material breach of any of the terms and conditions of this Licence and remain in such breach 14 days after receiving notice to remedy the same (where the breach is remediable) then PMLL, without prejudice to any of its other rights, may either terminate or suspend the terms of the Licence until PMLL (as applicable) shall be satisfied such breaches will not recur.
- 8.3 If PMLL or the Licensee cancels this Licence at the end of any Licence Year pursuant to clause 8.1 the Licensee must cease making new Licensed Copies and Arrangements at the end of that Licence Year and must destroy all Licensed Copies and Arrangements made under this Licence, including the permanent deletion from storage devices of all digital copies, within 14 days thereafter. In the event that this Licence is cancelled by PMLL pursuant to clause 8.2 during the Licence Year all Licensed Copies or Arrangements made under this Licence must be destroyed and deleted from storage devices immediately.

## Definitions

Anthology	A printed collection of Musical Works, usually by several composers, selected from a particular repertory
Arrangement	An arrangement (as defined by the Copyright Designs and Patents Act 1988 (as amended)) of a Musical Work made for performance by a particular combination of instruments and/or voices and expressed in graphic form such as a score or a set of parts. The score or set of parts may be handwritten or entered into a music notation software programme (such as Sibelius or Finale) or a Digital Audio Workstation (such as Logic or Cubase)
CLA	The Copyright Licensing Agency Ltd
Claim Form	A formal notification of a legal claim issued by a court of competent jurisdiction or other statutory body
Choral Leaflet	A Printed Music Publication of 32 pages or fewer with a paper cover and containing one or more Musical Works composed for choral vocal parts, with or without accompaniment
Collective Educational Provision	The overall set of services and facilities provided by the School for the sole purpose of educating and qualifying its pupils, as set out in its prospectus or equivalent resource.
Excluded Printed Music Publications	Any Printed Music Publication listed as being excluded from this Agreement as shown on PMLL's website
Individual Vocal or Individual Instrumental Teaching	The teaching of instrumental or vocal technique and/or interpretative skills with the purpose of improving the ability of individual pupils either on a one-to-one basis or with groups of pupils.
Licence	The licence granted by clause 2
Licence Fee	The appropriate annual fee for the School calculated by reference to the Tariff set out in the attached Appendix
Licence Year	Each year commencing on the 1 April and ending on 31 March
Licensed Copy	(1) a photocopy of a Printed Music Publication or of an Arrangement <i>or</i> (2) a handwritten copy of a Printed Music Publication or an Arrangement and any associated words or lyrics <i>or</i> (3) a copy of a Printed Music Publication or of an Arrangement produced by entry into a music notation computer software programme and then printed <i>or</i> (4) a photocopy of such a handwritten copy (referred to at (2) above) or copy printed from music notation software (referred to at (3) above) <i>or</i> (5) a copy of (1)- (4) above which is produced by a computer scanner and then printed <i>or</i> (6) an acetate copy of (1) – (4) above
Licensee	Any School in respect of which the Licence Fee has been paid
Local Music Education Hub	An organisation or group of organisations working in a specific region to provide music services to children and young people, including but not limited to music education and related experiences such as ensembles and performance opportunities
Local Music Service	The music service provided by a local authority or other entity providing public funding to Schools, including but not limited for the provision of music tuition and related experiences such as assemblies and performance opportunities;
Musical Work(s)	Musical works as defined by the Copyright Designs and Patents Act 1988 (as amended), including any words or lyrics;
Printed Music Publication	Published editions being graphic representations of Musical Works, including without limitation Choral Leaflets, printed on paper (including publications which are made available digitally from a licensed source and subsequently printed in accordance with the licence terms), including musical scores and/or parts, diagrammatic representations, tablature and other ways of representing musical sound and any editorial notes, historical notes or commentaries or other text included in the said

	published editions. For the avoidance of doubt this does not include Excluded Printed Music Publications or sound recordings.
PMLL	Printed Music Licensing Ltd acting as agent and/or licensee for various music publishers.
PMLL's website	<a href="http://www.pml.org.uk">www.pml.org.uk</a> or such other site as may be notified to the Licensee
School	An educational institution within the Territory providing either primary or secondary education (as those terms are defined in the Education Act 1996) and whether in the State or Independent Sector, but excluding, for the avoidance of doubt, any language schools.
School Activities	Activities carried out by or on behalf of the School (whether curricular or extra-curricular) including Individual Vocal or Individual Instrumental Teaching solely where such teaching is part of its Collective Educational Provision.
School Member	A pupil or member of staff of a School
School Premises	Building or buildings owned or leased by a School and used for teaching purposes, including a School's own hall or theatre.
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to those School Members who are approved by the Licensee for access to the Secure Network, whose identity is authenticated at the time of login (and periodically thereafter) in a manner consistent with current best practice, and whose conduct is subject to regulation by the Licensee;
Source Copy	The Printed Music Publication from which Licensed Copies or Arrangements are made.
Territory	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
Workbook	A publication that consists mainly of Printed Music Publications and which is a combination of musical works and/or musical exercises and/or texts designed for educational purposes.

