

# Schools Printed Music Licence – Standard Terms

## 1 Contracting parties

This Licence records the standard terms on which CLA, as agent for 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 and in consideration of the payment of the Licence Fee, 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;
- 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.

## 3 Payment and Licensee Obligations

### 3.1 Payment

The Licence Fee, together with VAT thereon, is payable within 30 days of receipt of an invoice from CLA. CLA 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 and the name of the author of any associated lyrics, 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 must be made by members of staff or teachers employed either by the Licensee or by the local music service or teachers engaged on a self-employed basis and not 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 and associated words or lyrics. The School must own at least one original Source Copy of the Printed Music Publication or a paper Source Copy provided by or made under licence directly from the publisher of any Printed Music Publication in order to exercise any of the rights granted under this Licence in respect of the said Printed Music Publication or Musical Work and or associated words or lyrics. 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 class or group for which those Licensed Copies are intended.
- 4.4 The Licensee must not make Licensed Copies for the purposes of individual vocal or instrumental teaching.
- 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. 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.
- 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 the Excluded Printed Music Publications is provided on CLA'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 CLA notifies the Licensee in writing has been objected to by the relevant author or composer;
  - 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 [arrangements@printmusiclicensing.co.uk](mailto:arrangements@printmusiclicensing.co.uk).
- 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 License does not apply to and specifically excludes Choral Leaflets.
- 4.13 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 other licences issued by CLA are not covered by this Licence.
- 4.14 The Licence does not apply to and specifically excludes photographs, illustrations or other visual artworks contained in a Printed Music Publication.
- 4.15 While Licensed Copies may be used in public performances the Licence does not authorise the public performance, broadcast, making available 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.
- 4.16 Paper Licensed Copies made in any academic year must be destroyed at the end of that academic year.

## **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 to the address shown on the Certificate and in the case of CLA to Saffron House, 6-10 Kirby Street, London EC1N 8TS (or any address notified by the Licensee to CLA) 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 CLA 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 these terms.
- 5.7 The Licensee shall appoint a member of staff as a CLA Licence Co-ordinator to liaise with CLA in connection with the administration and implementation of the Licence.

## **6. Data Collection**

- 6.1 CLA may, no more than once in each year, require the Licensee to participate in a data collection exercise; the information obtained will assist CLA to identify what Licensed Copies are being made for the distribution of Licence Fees to music publishers and writers.
- 6.2 The data collection exercise may, without limitation, take the form of a survey or an online reporting exercise in accordance with CLA's data reporting requirements or a combination thereof.

- 6.3 If selected by CLA to participate in a data collection exercise, the Licensee shall co-operate with CLA and provide all reasonable assistance to CLA in accordance with CLA's data reporting requirements. The Licensee undertakes to ensure that its employees comply with its obligations under this clause.
- 6.4 CLA 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 CLA in writing within 10 days of receiving the claim or, in the case of a Claim Form within 5 days of the same having been received, CLA will take over responsibility for defending such a claim and will bear all costs CLA incurs in connection with such negotiations and/or defence.
- 7.2 Provided that CLA 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 CLA will indemnify the Licensee in respect of all reasonable legal costs and expenses approved by CLA 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 CLA.

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 CLA immediately on receipt.

## **8 Cancellation and Breach**

- 8.1 This Licence shall continue from Licence Year to Licence Year 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 CLA 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 CLA, without prejudice to any of its other rights, may either terminate or suspend the terms of the Licence until CLA shall be satisfied such breaches will not recur.
- 8.3 If CLA or the Licensee cancel 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 CLA 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)
Certificate	The certificate issued by CLA to confirm the issue of the Licence to the Licensee
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
CLA	The Copyright Licensing Agency Ltd.
CLA's website	<a href="http://www.cla.co.uk">www.cla.co.uk</a> or such other site as may be notified to the Licensee
Excluded Printed Music Publications	Any Printed Music Publication listed as being excluded from this Agreement as shown on CLA'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 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.
Musical Work(s)	Musical works as defined by the Copyright Designs and Patents Act 1988 (as amended) embodied in Printed Music Publications
Printed Music Publication	Published editions being graphic representations of Musical Works and/or any associated words or lyrics, printed on paper, 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 neither does it include publications which are made available digitally and subsequently printed by any person

PMLL	Printed Music Licensing Ltd acting as agent for various music publishers
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 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