

[Date]

[Contact name]

[Name of Music Service]

[Address of Music Service]

Extending the terms and conditions of the Schools Printed Music Licence (“SPML”) to activities carried out by Instrumental Music Services, the Music Service, and Local Music Services (collectively “Music Services” as the context allows) on a trial basis

This letter, including its Appendices (together the “Extension Agreement”) records the grant of rights to Music Services by Printed Music Licensing Ltd (“PMLL”) on payment of the Music Services Licence Fee on a non-precedential trial basis for a period of one calendar year.

Defined terms in this Extension Agreement (including the Terms and Conditions in Appendix 1) shall have the meanings set out in Appendix 2.

1. Eligibility

A Music Service is eligible to enter into this Extension Agreement if, within the local authority area or areas for which it is contracted to provide music education services, all state-funded schools are covered by the SPML.

2. Rights already granted under the Schools Printed Music Licence

Within the SPML, the rights granted in Clause 2 thereof extend to staff of the Music Service and Local Music Services in respect of School Activities only (“SPML Rights”).

3. Extension of agreement

Subject to the Terms and the Conditions, this Extension Agreement now provides additional rights directly to Music Services to enable Music Services to make Licensed Copies and Arrangements to be used within Area Activities carried out by the Service named at the top of this letter within the local authority area or areas for which it is contracted to provide such services for the period of one calendar year.

4. Terms and conditions

The terms and conditions referred to in Paragraph 3 (“Terms and Conditions”) are set out in Appendix 1 below.

Please sign and return the duplicate of this letter to confirm your acceptance of all the terms and conditions of this Extension Agreement.

Signed for and on behalf of PMLL:

Signed for an on behalf of
[name of Music Service]

Name:

Name:

Date:

Date:

Appendix 1 – Terms and Conditions Applicable to Extension Agreement

1. SCOPE

This appendix to the Extension Agreement records the standard terms and conditions on which PMLL grants rights to Music Services in the United Kingdom.

2. GRANT OF RIGHTS

Subject to the terms and conditions set out in this Extension Agreement, including the limitations and exclusions set out in Clause 4 below, and in consideration of the payment of the Music Services Licence Fee, the Licensee is granted the following non-exclusive rights, exercisable during each Licence Year for which the Extension Agreement remains valid:

- a) to make or permit the making of Licensed Copies on the Music Service 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 Pupils;

solely for use within Area Activities.

3. PAYMENT AND LICENSEE OBLIGATIONS

3.1 Payment

The Music Services 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 Extension Agreement must be annotated as follows:

“Copy made on dd/mm/yyyy [date to be added] under PMLL Licence for use by [name of Music Service]”

All Arrangements made under this Extension Agreement 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 by [name of Music Service]”

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 Extension Agreement by Music Service staff for use solely within Area Activities. For the avoidance of doubt, Licensed Copies and arrangements may not be made by Pupils or any other persons.
- 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 Music Service or by the individual member of Staff. 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 Music Service.
- 4.3 The Music Service must limit the number of Licensed Copies to one Licensed Copy for each Pupil in the Area Activity for which those Licensed Copies are intended.
- 4.4 The Music Service 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 licence fees to rightsholders, including music publishers and composers.
- 4.5 The Music Service must not make copies of more than ten per cent (by number of items) of the individual pieces of music in a published Anthology or multi-movement vocal score or not more than ten per cent (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 Music Service may only make copies of one of them.
- 4.6 Licensed Copies may be used only by Staff and Pupils as part of Area Activities and not for the commercial purposes of the licensee or for the private purposes of Staff or Pupils or anyone else. Licensed Copies are permitted to be used in relation to performance events for which entrance fees or monetary collections are taken provided such fees or collections are used entirely as a contribution towards the running costs of the Music Service. Private Individual Vocal or Individual Instrumental Teaching that is separate from the Area Activities is excluded.
- 4.7 For the avoidance of doubt Excluded Printed Music Publications are wholly excluded from the scope of this Extension Agreement and the rights granted under this Extension Agreement 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 Extension Agreement are authorised subject to the following specific terms and 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 Music Service'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 Music Service. They may not be passed on to other Music Services or other persons;
- 4.8.4 Ownership of any Arrangement made under this Extension Agreement is automatically assigned to the owner of the Musical Work arranged, and, on request, the Music Service 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 Music Service will immediately cease using and will destroy all copies of any Arrangement which PMLL notifies the Music Service in writing has been objected to by the relevant author or composer or publisher.
- 4.8.6 Arrangements 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 Music Service must not adapt or otherwise change any lyrics.
- 4.8.8 The Music Service must submit an electronic file of the full score of the Arrangement by email to info@mpagroup.com or via such other method as PMLL shall notify them, with the subject reference "PMLL Music Service Arrangement".
- 4.9 The Music Service 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 Staff and Pupils permitted by the Music Service to have access to the Secure Network and either (i) must be deleted at the end of the academic year in which the Licensed Copy was created or (ii) if the Music Service wishes to re-use copies in subsequent Licence Years, will be treated as new Licensed Copies for the purposes of this Licence in each Licence Year in which it is made available.
- 4.11 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 Licence Year(s), will be treated as new Licensed Copies for the purposes of that Licence Year.
- 4.12 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 Extension Agreement.
- 4.13 The Extension Agreement does not apply to any book, journal, magazine or other printed or digital publication unless the publication consists primarily of Printed Music Publications.

- 4.14 The Extension Agreement 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 to assist performers when they perform as part of Area Activities within the scope of this Extension Agreement, it 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 Music Service must ensure that it has the appropriate licences in place before undertaking any of these activities.

5. EXTENSION AGREEMENT MANAGEMENT

- 5.1 Any notice required by this Extension Agreement shall, unless otherwise specified, be in writing and sent by first class post, in the case of the Music Service to the address shown at the top of this Extension Agreement (or any address notified by the Music Service to PMLL), and in the case of PMLL to Printed Music Licensing Limited, Synergy House, 114-118 Southampton Row, London, WC1B 5AA 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 Extension Agreement is personal to the Music Service, relates only to the Music Service named in this Extension Agreement, and cannot be assigned.
- 5.3 This Extension Agreement 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 Extension Agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.
- 5.5 Given reasonable notice, the Music Service will allow PMLL to enter the Music Service's premises to review the implementation of the Extension Agreement by the Music Service and its compliance with its terms and to inspect the procedures the Music Service uses when applying this Extension Agreement.
- 5.6 The Music Service will explain the terms of this Extension Agreement to its Staff, particularly those with responsibility for reprographic equipment, and will require them to comply with those terms.
- 5.7 The Music Service will allocate a member of Staff as a co-ordinator to liaise with PMLL in connection with the administration and implementation of this Extension Agreement.

6. DATA COLLECTION

- 6.1 The Music Service shall, no later by the beginning of the following school term, submit Data to PMLL in respect of its activities within the preceding school term. Such Data shall be submitted via PMLL's website or by email to: Viki.Smith@mpagroup.com (cc Steve.Burton@mpagroup.com).
- 6.2 If the Music Service does not send Data reports to PMLL in accordance with clause 6.1, PMLL reserves the right to terminate this Extension Agreement for

material breach in accordance with clause 8 or to suspend this Extension Agreement by email notification to the Music Service at the email address provided at the head of this Extension Agreement until such time as the Data is provided. A period of suspension shall not extend the Term.

- 6.3 PMLL undertakes not to disclose any information obtained as a result of any data collection except:
- 6.3.1 as required by a court or other authority of competent jurisdiction; or
 - 6.3.2 in aggregated form from which the identity of the Music Service cannot directly be identified; or
 - 6.3.3 as required to enable PMLL to distribute the Music Services Licence Fees to music publishers and authors.
- 6.4 Any survey or record-keeping exercise must include all Licensed Copies.

7. INDEMNITY

- 7.1 If the Music Service receives in writing a claim from a rights owner that the Music Service 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 Music Service has complied with all of the terms and conditions of this Extension Agreement, 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 Hub or Service, PMLL will indemnify the Music Service in respect of all reasonable legal costs and expenses approved by PMLL prior to being incurred and damages awarded against the Music Service 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 Music Service 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.
- 7.4 PMLL's liability in relation to this clause shall be limited to the Music Services Licence Fee paid by the Music Service in the preceding three years.

8. CANCELLATION AND BREACH

- 8.1 [intentionally deleted].

- 8.2 Should the Music Service commit any material breach of any of the terms and conditions of this Extension Agreement 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 this Extension Agreement is not renewed at the end of the Licence Year, the Music Service 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 Extension Agreement, including the permanent deletion from storage devices of all digital copies, within 14 days thereafter. In the event that this Extension Agreement is cancelled by PMLL pursuant to clause 8.2 during the Licence Year all Licensed Copies or Arrangements made under this Extension Agreement must be destroyed and deleted from storage devices immediately.

Appendix 2 – Definitions

Anthology	A printed collection of Musical Works, usually by several composers, selected from a particular repertory
Area Activities	Activities carried out by a Music Service including Individual and small group vocal or Instrumental Music Teaching and small and large music ensembles over and above the Collective Educational Provision of the school or schools on whose behalf it is being provided but strictly limited to educational non-commercial activities
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)
Choral Leaflet	Published editions containing one or more Musical Works composed for choral vocal parts, with or without accompaniment.
Claim Form	A formal notification of a legal claim issued by a court of competent jurisdiction or other statutory body
Collective Educational Provision	The overall set of services and facilities provided for or on behalf of one or more schools licensed under the SPML, for the sole purpose of educating and qualifying its pupils
Data	The usage data required to be provided by you to PMLL in accordance with the Extension Agreement and in the form provided by PMLL.
Excluded Printed Music Publication	Any Printed Music Publication listed as being excluded from this Agreement as shown on PMLL's website
Extension Agreement	The licence granted by Clause 2
Music Services Licence Fee	The appropriate annual fee for the Music Service calculated by reference to the Tariff set out in Appendix 3
Music Service Premises	Building or buildings owned or leased by a Music Service and used for teaching purposes, including a Music Service's own centre and performance space.
Individual Vocal or Individual Instrumental Music Teaching	The teaching of instrumental or vocal technique and/or interpretative and creative skills with individual instruments/voice either on a one-to-one teaching basis or with small groups of pupils or with ensembles
Instrumental Music Service	The music service provided by a local authority or other entity providing public funding to Schools in Scotland, including but not limited for the provision of music tuition and related experiences such as assemblies and performance opportunities
Licence Year	[For the purposes of this trial] The year commencing on 1 April 2020 and ending on 31 March 2021

Licensed Copy	<p>(1) a photocopy of a Printed Music Publication or of an Arrangement or</p> <p>(2) a handwritten copy of a Printed Music Publication or an Arrangement and any associated words or lyrics or</p> <p>(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 or</p> <p>(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) or</p> <p>(5) a copy of (1)- (4) above which is produced by a computer scanner and then printed or</p> <p>(6) an acetate copy of (1) – (4) above</p>
Music Service	An organisation working as part of a Music Education Hub (usually but not exclusively the Lead Music Education Hub partner) in a specific region in England to provide Core and Extension Roles under the National Plan for Music Education 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 in Wales, 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 Publications	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
Pupil	A pupil attending a school within the area for which the Licensee is contracted to provide Area Activities
School Activities	Activities (whether curricular or extracurricular) carried out on behalf of a school including Individual Vocal or Individual Instrumental Teaching solely where such teaching is part of such a school's Collective Educational Provision
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to those members of Staff 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;
Staff	Staff employed by the Music Service
Territory	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
The Music Service	The music service provided by a local authority or other entity providing public funding to Schools in Northern Ireland, including but not limited for the provision of music tuition and related experiences such as assemblies and performance opportunities
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

Appendix 3 - Hub/Service Licence Tariff

1. SCOPE OF TARIFF

This Tariff applies to the copying of Printed Music Publications and the making of Arrangements of music by Hubs and Services in connection with Area Activities.

2. CHARGES

The Licence Fee for each Music Service will be based on a banding criteria

Music Mark banding	PMLL annual fee
Levels A and B (organisational income >£500k)	£200
Levels C and D (organisational income £500k-£1.5m)	£300
Levels E and F (organisational income £1.5m+)	£400

3. VALUE ADDED TAX

Value Added Tax at the relevant rate is due on the Music Services Licence Fee and will be added to the invoice.