

**PRS for MUSIC**  
**DIGITAL MUSIC LICENCE FOR SCHOOLS**

The Digital Music License for Schools provides comprehensive coverage for the use of music on the school's digital platforms.

The following information must be supplied as part of the application process:

- School name
- Type of School (state or private)
- Charity number (if applicable)
- Location
- Position of person applying for licence at the School (e.g. Administrator / Head Teacher)
- Contact and billing name, Email address and Telephone number
- Number of enrolled pupils in the school
- Start / end of academic year

### **Key features**

The following explanation of key features is for information only and shall not form part of your contract. Details of the licence terms and conditions should be read in full. Your contract shall be made up of your Application Form, the Commercial Terms as set out below, the Digital Music for Schools Special Conditions as set out below, and the Digital Music Licences Standard Terms and Conditions.

The Digital Music Licence for Schools covers the use of PRS for Music repertoire on the schools' digital platforms, such as Intranets. This licence is designed to offer schools the flexibility to incorporate music into a wide range of digital mediums, including incorporating music into videos and multimedia presentations, streaming performances online to parents/pupils, and storing music on closed databases. The licence also covers digital activities associated with the schools social and extra-curricular pupil clubs.

The licence is only available to organisations which meet the criteria of a "School" (as defined in the Digital Music for Schools Special Conditions), for example, primary and secondary schools, free schools, special schools, and pupil referral units as well as local authority maintained, academies and independent schools. If you do not meet each of the criteria identified in the definition below, please contact PRS for guidance as to which licence you need.

The Digital Music Licence for Schools is made available for purchase based on the number of pupils enrolled in the academic year. The per pupil fee is multiplied by the number of pupils enrolled in the academic year to calculate the licence fee.

### **Rights**

- Communication to the public of PRS for Music repertoire.
- Mechanical rights associated with MCPS repertoire, including production music.
- Synchronisation rights.

### **Restrictions & Exclusions**

The Digital Music Licence for Schools does not cover:

- Any activity where revenue is derived from the use of the music and/or content containing music, whether by way of payment from users, or by way of advertising revenue, or in any other way in which the revenue derived is closely linked to the music and/or content
- The use of music in advertising campaigns
- This licence does not cover third parties or B2B, for example, a business supplying music to an education provider is not covered by this licence
- Podcasts and radio stations available outside of the school network

Educational establishments excluded from the scope and not covered by this licence are:

- Separate early years provision, not attached to the school e.g. separate private nurseries, domestic childminders
- Separate Colleges and Universities of further and higher education

This licence does not cover public performance rights and should not be confused with Tariff EE: Educational Establishments (covers public performance), administered by the Centre for Educational Finance Management ("CEFM").

There are rights that are not controlled by PRS for Music, which are covered under other licences available from other collection organisations or rights holders, such as grand rights to cover musical works written specifically as part of a dramatic works (e.g. musical plays) (available directly from the relevant publishers), and recorded programmes covered by the Educational Recording Agency (ERA). A separate licence is required from PPL to cover sound recording rights. Physical audio and audio-visual manufacture are covered under separate MCPS agreements.

The licence does not cover social media platforms like YouTube or Facebook, as these platforms are required to take out their own licensing arrangements.

## COMMERCIAL TERMS

<b>Per pupil fee</b>
£0.86p

The above Royalty Fees will be adjusted by inflation each year on the anniversary of the launch 7<sup>th</sup> May 2024.

## SPECIAL CONDITIONS

### 1. Scope

1.1 These special conditions apply to the Digital Music Licence For Schools. These conditions shall be incorporated into, and should be read in conjunction with, the general Digital Music Licence standard terms and conditions, available to review from the PRS for Music website ([www.prsformusic.com](http://www.prsformusic.com)), as updated from time to time. In the event of a conflict between the general Terms and Conditions and these Special Conditions, these Special Conditions shall take precedence.

### 2. Definitions

2.1 **"Excluded Service"** - means either:

- (a) any service (or the relevant part of a service) which falls within the scope (from time to time) of any of the following MCPS/PRS licensing schemes:
- I. MCPS – Karaoke and MIDI scheme;
  - II. MCPS – Music-on-hold scheme;
  - III. MCPS & PRS – Music Services B2B;
  - IV. MCPS – Premium Telephone Line Services scheme;
  - V. PRS – Premium Telephone Line Services scheme;
  - VI. MCPS & PRS Joint Ringback scheme;
  - VII. MCPS & PRS B2B Music Preview scheme;
  - VIII. MCPS & PRS Joint Digital Fitness scheme;
  - IX. MCPS & PRS Joint Digital Music Licence for Worship scheme;
  - X. MCPS & PRS Joint Digital Music Licence for Further & Higher Education scheme
  - XI. Digital Music Licence for Business Scheme; or

(b) any service which is a:

- I. Music Download Service;
- II. Music Download Karaoke Service;
- III. Music On Demand Service;
- IV. Music On Demand Karaoke Service;
- V. Podcasting Service;
- VI. Internet Radio Service;

2.2 **"Permitted Service"** – means a service which is communicated to the public digitally by a "School" (as defined herein) in which no revenue is derived from the use of Repertoire Works and/or Content containing Repertoire Works, whether by way of payment from Users, or by way of advertising revenue, or in any other way in which revenue derived is closely linked to the Repertoire Works and/or Content, subject always to the limits set out in the AFL.

2.3 **"Permitted Usage"** shall mean the following usages only:

- (a) Background music on a School's website;
- (b) Live streaming and on demand streaming of School events (such as concerts and end of year proms, etc.) to parents/relatives of School pupils only and only via a closed/password protected section of a School's website;

- (c) Music on School databases and/or servers used for educational purposes;
- (d) Use of music in educational projects and in recordings of such educational projects;
- (e) Videos of pupils' activities outside of the premises of a School for on demand stream or download (e.g. day trips, school camps);
- (f) School radio station (through online delivery only) via a closed/password protected section of a School's website;
- (g) Utilisation of conferencing or education platforms for online teaching.

2.4 **"School"** – means any local authority-maintained nursery, primary, secondary, middle-deemed primary, middle-deemed secondary, local authority maintained special or non-maintained special school, pupil referral unit, academies including free schools and studio schools, and independent fee paying schools (including private nursery schools attached to independent schools), but not including early years educational provisions which are not attached to a school, separate private nurseries, domestic childminders, or sixth form college or equivalent educational institutions which are not attached to a school.

### 3. Special Conditions

3.1. Clause 2.1 of the Digital Music Licence standard terms and conditions shall be amended by inserting a new sub-clause 2.1(e) as follows:

(e) to reproduce Repertoire Works into Audio-Visual Material in the United Kingdom for the purpose of communication to the public of such Audio-Visual Material by means of the Licensed Service solely for the duration of the Term.

3.2. The Royalty Fees shall be calculated on a per pupil basis, based on the number of pupils enrolled at the School at the start of the academic year in which the licence is purchased.

3.3. Without prejudice to any other restrictions set out in the Digital Music Licence standard terms and conditions, the licences granted under clause 2 of the Digital Music Licence standard terms and conditions are only valid insofar as the Licensed Service is provided only for the Permitted Usages.