

PRS for MUSIC
DIGITAL MUSIC LICENCE FOR E-LEARNING

The Digital Music Licence for E-Learning is designed for UK E-Learning services, offering on-demand or live streamed E-Learning content, provided applicable revenue is less than £500,000 per annum.

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 and the Digital Music Licence Standard Terms and Conditions.

The Digital Music Licence for E-Learning covers the use of PRS for Music repertoire, MCPS Commercial and Production Music repertoire in online E-Learning. This includes services providing on-demand (i.e. content that sits on a website and can be accessed/ played back at any time, such as using copyright-protected music within streams, downloads, clips, downloadable educational videos); and live streamed content (for example, copyright-protected music used within online live streamed courses where the viewer cannot stop and play back or rewind the content (e.g. instructor led short courses or webinars)).

The licence is available to UK E-Learning services, offering on-demand or live streamed content, provided applicable revenue is less than £500,000 per annum. Services exceeding £500,000 per annum should contact PRS to discuss their licensing needs.

Rights

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

The licence is only available to services which meet the criteria for a "Permitted Service" (as defined in The Digital Music Licence for E-learning Special Conditions), for example, access to online short courses via subscription-based platforms, with digital E-Learning products and services often available both to individuals (B2C) and/or organisations (B2B). The licence is available to businesses, organisations and charities providing E-Learning to individuals, educational institutions, and corporations, to UK audiences. If you do not meet each of the criteria identified in the definition below, please contact PRS for Music for guidance as to which licence you need.

The Digital Music Licence for E-Learning Scheme contains rates for On-Demand Services and Live Streamed Courses.

On Demand Services

- On Demand % of revenue charge applies to E-Learning Music services.
- Charges within the On Demand rate table applies to both E-Learning Music Services and E-Learning (Non-Music) Services.
- The rate that is appropriate for your service will depend on whether you are an E-Learning Music Service or a E-Learning (Non-Music) Service.
- 'E-Learning Music Services' applies to commercial services that provide users with access to music focused e-learning audiovisual content and/or provides access to individual audio or audiovisual music files to users as part of its e-learning content.
- 'E-Learning (Non-Music) Services' applies to commercial services offering educational content where music is included but is not the primary subject of focus.
- For E-Learning (Non-Music) Services, only the rate table charges will apply.
For E-Learning Music Services, the rate that is appropriate for your service will depend on whichever charges are greater - On Demand % of revenue charges OR the On Demand charges within the rate table.

Live Streamed Courses

- These rates apply to live-streamed E-Learning courses e.g. instructor led short courses or webinars with no opportunity to for viewers to 'catch up.'
- The charges can be applied per course or multiplied out for all courses that are scheduled for the upcoming year.
- You will need to make assertions about course participation levels for reconciling at the end of the licence year.
- The rate is calculated according to participation numbers of the course and the number of music tracks used on the course(s) per month.

Term

Your licence term period shall be for 12 months, after which point it shall automatically renew for the following 12-month licence period and will continue to be issued for continuing years on a rolling basis, unless formal notice of termination of the licence is received. All royalties will be charged at the royalty rate in force at the beginning of the licence-year.

Restrictions & Exclusions

The proposed licence does not permit you to use any works in advertising campaigns, sponsorship, or in corporate videos for conferences, B2B promotional use, or any product launches etc.

For clarity, the following rights excluded from the scope of this licence are listed below:

- Customers generating above £500,000 of applicable revenue (as defined below) per annum. Operators and instructors earning more than £500,000 of applicable revenue will require a direct, bespoke licence from PRS For Music.
- Synchronisation rights, which can be obtained under a separate licence either directly from the rightsholders or via our website where we are mandated to do so.
- Sound recordings of commercial music, which are (typically) owned by record labels and not licensed by PRS for Music.

- Sheet music or the use of musical notation (known as graphic rights), available directly from rightsholders.
- Full-time (or part-time equivalent) courses at School or Further or Higher education establishments. These courses are covered under the Digital Music Licence for Schools or the Digital Music Licence for Higher Education. However, if they provide online short courses for the public, this will fall under the E-Learning licence.
- Music streaming and downloads for a separate fee, e.g. a separate fee/ platform that just gives access to music streaming, or you can download a song for an additional price per download.
- Pure karaoke (including services dedicated to learning to sing) – classed as “karaoke.”
- Podcasts and Audiobooks, which is covered under the Digital Music Licence for Podcasts and Audiobooks
- Choirs performing as part of a worship service that is streamed online are covered under our Digital Music Licence for Worship. If the choir performance is streamed online but is not part of a worship service, it is instead covered under our Digital Music Licence for Business. Ticketed choir performances or pay per view concerts streamed online are covered under our Online Live Concert Licence.
- This licence does not cover any public performance rights. Public performance rights are administered by PPL PRS, www.pplprs.co.uk.

DIGITAL MUSIC LICENCE FOR E-LEARNING - COMMERCIAL TERMS

On Demand

Platform Type	Rate	
E-Learning Music Services (including graphic lyric reproduction)	Greater of 11.25%	of Applicable E-Learning Music Revenue in the Licence Year or the total fees payable in the same Licence Year based on the rates set out in the Rate Table
E-Learning Music Services (excluding graphic lyric reproduction)	Greater of 7.5%	
E-Learning Services (Non-Music)	As per the Rate Table	

Rate Table			
Music Use	Usage allowance	Rate	With Lyrics
E-Learning Music Only On Demand Stream	45,000 Music Only On Demand Streams	£193.00**	£289.50
E-Learning Content On Demand Streams	6500 Content Hours	£193.00**	£289.50
30 Second E-Learning Clips	550 Clips	£193.00**	£289.50
E-Learning Content Downloads	395 Downloads	£193.00**	£289.50

Live Streamed Courses

Course Participants (per annum) Up to 55 participants (streams)	Up to 15 Live Streams a month or part thereof (£/annum) (180 per annum)	Each additional 15 Live Streams per month or part thereof (£/annum) (180 per annum)
Up to 55 = up to 660 annually	£193.00**	£193.00**
Each additional 10 participants or part thereof = up to 120 per annum	£35.09*	£35.09*

Annual Inflation Adjustment

Every year on 1st July, the monetary sums in this tariff will be adjusted for inflation. The adjustment formula will apply to the standard rates, using the percentage (to the nearest whole percentage point) by which Consumer Price index (unadjusted) change in the year to the previous February.

February is the latest month prior to the anniversary date for which figures are likely to be published for this index. After application of the inflation adjustment the royalty rates will be rounded * to the nearest penny, except in the case of the ** minimum annual royalty which will be rounded to the nearest pound.

DIGITAL MUSIC LICENCE FOR E-LEARNING SPECIAL CONDITIONS

1. Scope

- 1.1 These special conditions apply to the Digital Music Licence for E-Learning. 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), as updated from time to time. Capitalised terms that are not defined in these Special Conditions shall have the meaning set out in the Digital Music Licence Standard Terms and Conditions. In the event of a conflict between the general Digital Music Licence Standard Terms and Conditions and these Special Conditions, these Special Conditions shall take precedence.

2. Definitions

- 2.1 **"30 Second E-Learning Clips"** - means an audio-only or audio-visual sound recording of a Musical Work which a User may receive by streaming on-demand via a Network (where the time and place at which such Musical Work is received is selected by the User), provided that the duration of any Clip shall be no longer than 30 seconds in length for all Musical Works except for Musical Works of 10 minutes duration or longer where Clips shall last no longer than 60 seconds, and provided that the purpose of accessing such E-Learning Clip is to as part of as part of a digitally accessed learning course.
- 2.2 **"Applicable Revenue"** - means all revenue received (or receivable) by the Licensee arising from the provision of the Licensed E-Learning Service, less VAT or equivalent tax. By way of example only, such revenue may include but is not limited to subscription revenue, transactional revenue, advertising revenue or sponsorship revenue where such revenues are derived from the provision of the Content to Users within the Licensed Service.
- 2.3 **"Applicable E-Learning Music Revenue"** - means all revenue received (or receivable) by the Licensee arising from the provision of access to Users to an E-Learning Music Service, less VAT or equivalent tax. By way of example only, such revenue may include but is not limited to subscription revenue, transactional revenue, advertising revenue or sponsorship revenue where such revenues are derived from the provision of the Content to Users within the Licensed Service.
- 2.4 **"Audio Music File"** - means an audio only file containing an individual Musical Work.
- 2.5 **"Content Hours"** means the total hours of E-Learning Content viewed by all Users, such that where 10 separate Users each watch one hour of content, this shall mean a total of 10 Content Hours. The rate set out in the Rate Table is applied per 6500 Content Hours delivered, with a higher rate applied if lyrics are displayed in conjunction with the music used (akin to a karaoke usage). Charges are applied cumulatively e.g. if your service delivers more than the usage allowance and delivers 7500 Content Hours you will be charged by the rate x 2; if you deliver 14000 Content Hours you will be charged by the rate x 3.
- 2.6 **"E-learning Content"** - means audio-visual educational Content, other than a Lyric Display Music

File or E-Learning Clip, that is made available to Users via a Network with the primary purpose of systematic instruction to Users for commercial purposes.

- 2.7 **"E-Learning Music Only On Demand Stream"** - means the 'on demand' streaming of an Audio Music File or a Lyric Display Music File where the User is able to choose when to start and stop the Music File. This definition supersedes the definition of Stream in the Digital Music Licences Standard Terms and Conditions for the purposes of E-Learning Licence only.
- 2.8 **"E-Learning Downloads"** - means the download of any one item of E-Learning Content, where such item of E-Learning Content may be retained by the User either on a temporary or a permanent basis.
- 2.9 **"E-Learning Music Service"** - means a digital e-learning service that provides access to Users via a Network to Music Only Files as part of a digital educational programme provided on a commercial basis; and/or (ii) E-Learning Content where music is the focus of the educational content, either by way of On Demand Streaming or by way of Live Streaming, with Applicable Revenue of less than £500,000 per annum, subject always to the limits set out in the AFL.
- 2.10 **"E-Learning Music Reporting Form"** - means the information referred to in clause 6.1, to be provided in the form set out in Appendix 1 of these E-Learning Special Terms and Conditions.
- 2.11 **"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 Music Licence for Worship scheme;
 - IX. MCPS & PRS Joint Digital Music Licence for Further & Higher Education scheme;
 - X. MCPS & PRS Digital Music Licence for Business Scheme;
 - XI. MCPS & PRS Digital Music Licence for Schools;
 - XII. MCPS & PRS Digital Music Licence for Fitness and Dance; 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;
- 2.12 **"Live Stream Courses"** - means the live streaming of E-Learning Content (as applicable) where the User cannot choose when to start or stop the item of E-Learning Content. Each stream received by a User

will constitute one Live Stream for your allocated allowance. This definition supersedes the definition of Stream in the Digital Music Licences Standard Terms and Conditions for the purposes of this E-Learning Licence only.

Terms and Conditions shall not apply and shall be replaced with the following clause 6.1:

6.1 In relation to any and all Repertoire Works and/or E-Learning Content reproduced and communicated to the public under this Agreement via all On Demand Licensed Services, the Licensee will deliver a fully and accurately completed E-Learning On Demand Music Usage Declaration to the Licensors or to the Licensors' duly authorised agent (details of which will be provided to the Licensee) one month following the Quarter to which the E-Learning On Demand Music Usage Declaration relates.

2.13 "**Lyric Display Music File**" - means an audio-visual file containing an individual Musical Work, provided that the only visual element of such audio-visual file is the display of the lyrics in conjunction with the audible playing of the Musical Work within the audio-visual file (i.e. akin to a "karaoke" file).

2.14 "**On Demand E-Learning Content Stream**" means the 'on demand' streaming of E-Learning Content (as applicable) where the User is able to choose when to start and stop the item of E-Learning Content. This definition supersedes the definition of Stream in the Digital Music Licences Standard Terms and Conditions for the purposes of E-Learning Licence only.

2.15 "**Permitted Service**" - means a digital service through which a selection of E-Learning Content and/or Music Only Files are made available to Users in the UK via a Network for the educational purposes on a commercial basis, either by way of On Demand Streaming or by way of Live Streaming, with Applicable Revenue of less than £500,000 per annum, subject always to the limits set out in the AFL.

3.2 For the purposes of the Digital Music for E-Learning Licence, any reference in the general Digital Music Licence Standard Terms and Conditions to the 'Music Usage Declaration' shall refer to the E-Learning On Demand Music Reporting Form as defined and as set out under these Digital Music for E-Learning Special Conditions.

3. SPECIAL CONDITIONS

3.1 For the purposes of the E-Learning Licence, clause 6.1 of the general Digital Music Licence Standard

Musical Works Used					
<u>Title of Song</u>	<u>Band / Artist Name</u>	<u>Platform Type</u> 1) Music Services 2) Non-Music	<u>Usage Type</u> 1) Stream music alongside course materials 2) Use music in educational videos 3) 30 second clips of music 4) Downloadable course content	<u>Lyrics</u> 1) With Lyrics 2) Without Lyrics	<u>Number of times played during reporting period</u> [enter a numerical value]
		2) Non-Music	1) Stream music alongside course materials	1) With Lyrics	2
		1) Music Services	2) Use music in educational videos	2) Without Lyrics	10
		2) Non-Music	3) 30 second clips of music	2) Without Lyrics	
			4) Downloadable course content		