

**PRS for MUSIC**  
**DIGITAL MUSIC LICENCE FOR FURTHER AND HIGHER EDUCATION**

The Digital Music License for Further and Higher Education provides comprehensive coverage for the use of music on the educational institution's digital platforms.

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

- Institution name
- Type of educational establishment (college/university/student union)
- Name/type of course
- Number of enrolled students in the academic year (applicable to Further & Higher Education Institutions only)
- Number of union members (applicable to student unions only)
- Start and end dates of course
- Contact and billing name/address/email/telephone number

### **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 Further and Higher Education Special Conditions as set out below, and the Digital Music Licences Standard Terms and Conditions.

The Digital Music Licence for Further and Higher covers the use of PRS for Music repertoire on the educational institution's digital platforms. This licence is designed to offer the flexibility to incorporate music into a wide range of digital mediums, including incorporating music into videos, multimedia presentations, streaming performances online and storing music on closed databases.

The licence is only available to organisations which meet the criteria of a "College" or "University" of further and higher education (as defined below), as well as "student unions". 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 Further and Higher is made available for purchase based on the number of students enrolled in the academic year. The per student fee should be multiplied by the number of students enrolled on the course for the academic year to calculate the licence fee. The enhanced rate will be applied to students on music-related courses, as stipulated in the criteria set out in the special conditions. In the case of student unions, the per student fee should be multiplied by the number of student union members in the club/ association that requires a licence.

### **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 Further and Higher 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 the educational institution/ student union.
- Podcasts and radio stations available outside of the universities closed network.
- This licence does not extend to streaming concerts where ticket revenue is generated.

Educational establishments excluded from this licence are:

- Schools and early years provision

This licence does not cover public performance rights and should not be confused with Tariff UCH: Universities, Colleges & Other Higher Education Institution. There are also 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

	Per Student (FT equivalent)	
	Standard	Enhanced
Further Education	£0.86	£1.28
Higher Education	£1.72	£2.99
Minimum fee £134+VAT per annum		

The above Royalty Fees will be adjusted by inflation each year on the anniversary of the launch 29<sup>th</sup> April 2024.

## SPECIAL CONDITIONS

### 1. Scope

1.1 These special conditions apply to the Digital Music Licence For Further and Higher Education. 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 **"Enhanced Course"** means an academic course provided by a Further Education Institution or Higher Education Institution with a focus on music or music-related disciplines. These courses are characterised by a heightened level of music usage compared to non-music related courses, or they prominently incorporate music within the course. By way of an example only, a music production course.
- 2.2 **"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 Schools 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;
- 2.3 **"Further Education Institution"** means a sixth form college or equivalent education institution, other than a School, providing further education to students.

- 2.4 **"Higher Education Institution"** means a university or equivalent education institution providing higher education to students.
- 2.5 **"Permitted Service"** – means a service which is communicated to the public digitally by a Qualifying Institution (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.
- 2.6 **"Permitted Usage"** shall mean the following usages only:
- (a) Background music on a Qualifying Institution's website;
  - (b) Live streaming and on demand streaming of Qualifying Institution's events (such as concerts and end of year balls, etc.) to parents/relatives of Qualifying Institution's students only and only via a closed/password protected section of the Qualifying Institution's website;
  - (c) Music on a Qualifying Institution's databases and/or servers used for educational and/or extra-curricular purposes;
  - (d) Use of music in educational projects and in recordings of such educational project;
  - (e) Utilisation of conferencing or education platforms for online teaching.
- 2.7 **"Standard Course"** means an academic course, other than an Enhanced Course, provide by a Further Education Institution or a Higher Education Institution.
- 2.8 **"Student Union"** means a student union for students of a Further Education Institution or Higher Education Institution.
- 2.9 The definition of **"Term"** in the Digital Music Licence standard terms and conditions shall be deleted and replaced with the following definition:
- "Term"** means the period of 12 months beginning on the date noted in the AFL as being the first day of the academic year in which the licence is purchased.
- 2.10 **"Qualifying Institution"** means a Further Education Institution, a Higher Education Institution, or a Student Union.

- 2.11 **Universities of further and higher education** – are defined as an educational institution providing further and/ or higher education.
- 2.12 **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).

### 3. Special Conditions

- 3.1. Clause 2.1 of the Digital Music Licence standard terms and conditions shall be amended by inserting an additional sub-clause 2.1(e) as follows:
- (e) to reproduce Repertoire Works into Audio-Visual Material in the United Kingdom for the sole 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 Qualifying Institution on a Standard Course or an Enhanced Course respectively 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.