



4<sup>th</sup> October 2024

[REDACTED]  
Funding Policy Unit  
Department for Education  
Sanctuary Buildings  
20 Great Smith Street  
London  
SW1P 3BT

Dear [REDACTED]

***School Recording Licence for Licence Years 1 April 2024 to 31 March 2026, with an option to extend to 31 March 2027***

The Mechanical-Copyright Protection Society Limited, acting on behalf of itself, its various members, and its affiliated foreign societies and their members (“**MCPS**”), is empowered to grant to schools licences for the incorporation of musical works and sound recordings on certain physical storage products.

MCPS is prepared to grant the Licence to Schools in England subject to the terms of this letter, subject to the Terms and Conditions set out in Appendix 1 (including the Annexes contained therein) (together, this “**Agreement**”).

1. For the purpose of this Agreement, capitalised terms shall have the meaning set out in clause 1 of the Terms and Conditions. References to ‘paragraphs’ relate to paragraphs of this letter, and references to ‘clauses’ relate to clauses in the Terms and Conditions. The headings to the paragraphs and/or clauses in this Agreement are included for ease of reference only and are not part of this Agreement and are not to be taken into account in its construction.
2. The DfE hereby warrants that (i) it has the authority to act as an agent for the Schools in respect of the procurement of the Licences for each School; and (ii) by entering into and performing DfE’s obligations under this Agreement, DfE has complied, and shall throughout the Licence Period continue to comply, with all applicable laws, regulations





and rules (including any and all public procurement laws and regulations) and shall not cause (through DfE's act or omission) MCPS to be in breach of the same.

- 3 Subject to (i) DfE's performance in full of all DfE's obligations under this Agreement (including but not limited to full and timely payment by DfE to MCPS of the Licence Fees and other amounts payable under this Agreement); and (ii) each School's compliance in full with all the Terms and Conditions set out in Appendix 1, MCPS grants a Licence to each School for the duration of the Licence Period.
4. With effect from 1 April 2024, any individual limited manufacture licence previously granted by MCPS to any School will terminate, and the terms of this Agreement will apply in respect of any such School instead.
5. For each Licence Year, the DfE agrees to pay, on behalf of each School, a licence fee per School in accordance with the table set out in Annex 1 of the Terms and Conditions (the "**Per-School Fee**"). The Per-School Fee will be multiplied by the aggregate number of Schools provided by DfE to MCPS (or its agent) in accordance with clause 5.1 of the Terms and Conditions below (the "**Licence Fee**") to calculate the Licence Fee for that Licence Year. To calculate the Per-School Fee for each subsequent Licence Year, the Per-School Fee for the previous Licence Year will be subject to an annual inflationary adjustment calculated using the Retail Price Index published in September of the year prior to the relevant Licence Year. By way of example, the Per-School Fee for Licence Year 2025-26 shall be calculated by applying the annual inflationary adjustment to the Per-School Fee for Licence Year 2024-25.
6. The DfE shall work together with MCPS (or its agent) on a joint communication plan to the Schools, with a view to notifying the Schools that the DfE has undertaken to pay the Licence Fees on their behalf and that the Schools are thereby licensed subject to the terms and conditions of this Agreement.
12. MCPS shall provide (or shall ensure that its agent provides) the DfE with support materials and other up-to-date information and shall ensure that all such materials are available to Schools via MCPS' (or its agent's) website and shall respond (or shall ensure that its agent responds) to any enquiries related to the Licence in a timely manner.
13. The DfE shall make available a page on the Gov.uk's website on which links to key information about the Licence can be provided.

Yours faithfully





For and on behalf of MCPS

Name:

[Redacted]

Position:

CCO

Agreed and accepted:

Duly authorised for and on behalf of the Department for Education

Name:

[Redacted] 0 GMT+1)

Position:

Date:

10/09/2024

## APPENDIX 1

### Terms and Conditions

#### 1. Definitions

In this Appendix 1, the following terms have the following meanings. Defined terms used but not defined in this Appendix 1 have the meanings ascribed to them elsewhere in this Agreement.

“**DfE**” means the Department for Education.

“**Dramatico-Musical Work**” means any ballet, opera, operetta, musical, musical play or work of a similar nature.

“**Licence**” means the licence set out in clause 2 of this Appendix 1.





**“Licence Fees”** means the fees payable by the DfE on behalf of the Schools in accordance with paragraphs 5 this Agreement, and clause 4 and Annex 1 of these Terms and Conditions.

**“Licence Period”** means the period commencing on 1 April 2024 and ending on 31 March 2026, subject to any early termination or any extension of this Agreement in accordance with clause 8.

**“Licence Year”** means a period of twelve consecutive months commencing on 1 April during the Licence Period. For the avoidance of doubt, reference to, for example, ‘Licence Year 2024-25’ shall mean the Licence Year commencing on 1 April 2024.

**“Musical Work”** means any work consisting of music and any lyrics or words written to be used with the music (if applicable), including any part of such a work.

**“Permitted Number of Units”** means a maximum number of units for all Products per Licence Year per School according to the category of School, as set out in Annex 1.

**“PMSR”** means any sound recording of a Musical Work being a sound recording (as opposed to being itself a Musical Work), the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS and which MCPS is authorised to license as production or library music.

**“Privacy Policy”** means the MCPS privacy policy from time to time as is available at <https://www.prsformusic.com/privacy>.

**“Product”** means any of the following physical media formats: CD, cassette, minidisk, vinyl, DAT, DVD, Blu-ray disc, HD-DVD, VHS, CD-ROM, USB or any digital storage device (i.e. smartphone or computer) containing one or more Repertoire Work(s) manufactured by a School in accordance with the terms of this Agreement, or any other physical format notified by MCPS.

**“Repertoire Work”** means any Musical Work or PMSR, the copyright in which is owned or controlled in the United Kingdom, from time to time, by MCPS.

**“Schools”** means all the state-maintained schools in England in respect of which the DfE confirms it is authorised to act and pays the Licence Fees (**including**, but not limited to, free schools, academic and pupil referral units, and any nurseries, pre-schools or playgrounds forming part of any state-maintained school, but, for the avoidance of doubt, **excluding** any standalone pre-schools or playgroups (as categorised within the schools







census data), sixth-form colleges, universities and other institutions of further or higher education).

**“School Census Report”** means School census data showing the number of Schools and pupils per School reported in the school census for January in the Licence Year preceding the relevant Licence Year (e.g. the January 2024 census for the 2025-2026 Licence Year) such data to be broken down into individual schools and by relevant managing authority.

**“Sound Recording”** has the meaning ascribed to it in section 5A of the Copyright, Designs and Patents Act 1988, as amended from time to time.

## **2. Licence**

2.1 In consideration of the DfE paying the Licence Fees to MCPS, and subject to compliance with the terms and conditions contained herein and in particular subject to the limitations set out in clause 3, MCPS grants each School, a non-exclusive licence for the duration of the Licence Period to incorporate Repertoire Works into Products containing both audio and audio-visual material, to make the Permitted Number of Units, and to distribute them in the United Kingdom for private use.

2.2 Each School must obtain all necessary licences in relation to any Musical Work or Sound Recording which is not a Repertoire Work. The DfE (or the individual Schools) must also obtain all necessary licences in relation to any other copyright material and intellectual property included in the Product. This Licence does not, for example, cover rights or interests in films or, subject to clause 3.6(l) below, in Dramatico-Musical Works.

## **3. Limitations**

3.1 This Licence only applies where the Products are used for the following uses:

- (a) recordings of student performances, whether for sale or given away for free to students, family, friends or to raise funds for the school;
- (b) recordings solely used for the giving and receiving of tuition; and
- (c) student films that are shown only as part of the students’ coursework, educational assessment, student competitions, and the students’ personal portfolio.





3.2 The Licence does not apply to any Product which contains more than 120 minutes of Repertoire Works, or more than 2 tracks featuring the same artist.

3.4 For the avoidance of doubt, each School may only manufacture and distribute (whether for free or at a price) the Permitted Number of Units per Licence Year.

3.5 Each School may sell the Products or provide them free of charge. Where a School chooses to sell them, it must do so directly and not through a third party.

3.6 All rights not expressly granted hereunder are reserved to MCPS. The Licence does not cover, without limitation, the following acts, for which a separate licence and/or the approval of the relevant copyright owner(s) will be required:

- (a) making any adaptation or arrangement of the music and/or alteration of the lyrics of any Repertoire Work;
- (b) using music with lyrics other than those written to be used with the music or authorised for use with the music;
- (c) using lyrics with music other than that written to be used with the lyrics or authorised for use with the lyrics;
- (d) using a Repertoire Work in the form of a parody, burlesque or any use which is defamatory or likely to be detrimental to the writer and/or performer of the work;
- (e) using a Repertoire Work with material which is of a sexual, violent, drug-related, political, or contentious nature;
- (f) using a Repertoire Work in any Product which contains, has had added to it or is used in conjunction with, any kind of advertisement, sponsorship or any direct or indirect promotion of any commercial or political organisation or any form of illegal activity;
- (g) reproducing lyrics or musical notations in any printed form or textual form, whether on screen, in print or otherwise;
- (h) using a Repertoire Work which at the date of this Agreement has not been released for retail sale to the public in the UK with the copyright owner's permission;
- (i) incorporating a Repertoire Work into any toys, games, novelty products or similar products;





- (j) giving away the Product in conjunction with another product, magazine, or newspaper;
- (k) any use by any commercial organisation, whether internally or externally, unless the Product has been ordered from that commercial organisation by a noncommercial third party for non-commercial purposes;
- (l) in relation to Dramatico-Musical Works, the use of:
  - (i) extracts exceeding 20 minutes in duration;
  - (ii) “potted versions”;
  - (iii) extracts which cover a complete act of the Dramatico-Musical Work; or
  - (iv) extracts which are presented in dramatic form where actors, through speech, mime or dance depict a distinct plot through which the story or associated words of the Dramatico-Musical Work are carried forward;
- (m) copying any Repertoire Works that infringe the moral rights of the composer or performer of that Repertoire Work; and
- (n) with respect to any Repertoire Work:
  - (i) copying for the purposes of broadcast or public performance;
  - (ii) acts of public performance;
  - (iii) broadcast or other communication to the public; and
  - (iv) use on the internet.

#### **4. Fees and Payment**

4.1 In consideration of the licences and authorisations granted under this Agreement, DfE shall pay to MCPS the Licence Fees.

4.2 For the purpose of calculating the Licence Fee for Licence Year 2024-2025, the Licensors (or their agent(s)) shall rely on the School Census Report provided by DfE on 16 February 2024 in the form of a spreadsheet entitled ‘Copyright\_schools\_2023\_final.xlsx’ and enclosed at Annex 2 of these Terms and Conditions.





- 4.3 Schools not included in the School Census Report in any given year, because, for instance, they opened after the January census of that year, shall nonetheless be deemed to be licensed for the purposes of this Agreement.
- 4.4 MCPS (or their agent(s)) shall calculate the Licence Fees for any such Schools due for their first Licence Year and shall include such Licence Fees in the invoice to DfE for the following Licence Year (in addition to the Licence Fees due in respect of such Schools for that Licence Year).
- 4.5 DfE represents and warrants that the information provided in any given School Census Reports is true and accurate.
- 4.6 MCPS (or their agent(s)) shall issue an invoice on or around 1 April of each Licence Year, for the Licence Fee applicable to that Licence Year. DfE shall pay each invoice within 30 days of the date of issue. MCPS (or their agent(s)) reserve the right to charge interest on any late payment by DfE. Any such interest will be calculated on a daily basis at an annual rate of 3% over the base rate current from time to time of National Westminster Bank Plc and will be payable from the date on which the payment should have been made to the date on which the payment was made.
- 4.7 DfE acknowledges that PRS for Music is authorised by MCPS to receive all payments under this Agreement as agent on behalf of Members and each of the Members.
- 4.8 The Licence Fees and any other sums payable under this Agreement are subject to VAT. DfE shall pay to MCPS VAT or other equivalent sales tax (if applicable) at the rate or rates from time to time in force on any sums payable under this Agreement subject to receipt of a valid VAT invoice.
- 4.9 Except as expressly set out in this Agreement, no deduction in respect of any tax or any other deduction or set-off of whatsoever nature, shall be made in calculating or paying any sum due under this Agreement.

## **5. Supply of Information**

- 5.1 For the purpose of calculating the Licence Fees for Licence Years subsequent to Licence Year 2024-2025, DfE shall provide MCPS (or their agent(s)) annually by 31 October of each Licence Year the School Census Report for each Licence Year.
- 5.2 DfE will appoint or nominate a licensing co-ordinator to act as a central contact for MCPS in matters relating to the Licence, and DfE shall confirm the name and contact details of







said licensing co-ordinator to MCPS promptly following the date of this Agreement and notify MCPS of any changes to these details in a timely manner.

5.3 MCPS require DfE to provide up-to-date contact details for the Schools, such details to include, for each School, full postal address, telephone number and email address.

## **6. Data Protection**

6.1 The Licensors, DfE and each School will comply with all applicable requirements of the Data Protection Laws. This clause 6 is in addition to, and does not relieve, remove or replace, any obligations or rights under the Data Protection Laws.

6.2 Without prejudice to any right in law that MCPS may have to obtain such information, the Schools and DfE shall not be obliged to provide to the Licensors any information which identifies pupils or School staff or which otherwise constitutes personal data of such individuals. For the avoidance of doubt, the Schools and/or the DfE must still provide all information to be provided under this Agreement, but shall remove any element of it which reveals pupils or School staff personal data.

6.3 DfE, the relevant Schools and MCPS acknowledge and agree that the only personal data that will be shared between the Schools, DfE and MCPS under this Agreement shall be limited business contact information (including email addresses, names, job roles and other relevant contact information) and any personal data shared for the purpose of fulfilling the terms of this Agreement (including but not limited to reporting requirements and complying with audits). This shall be shared for the sole purpose of performing the rights and obligations under this Agreement. In respect of the limited processing under this Agreement DfE, MCPS and each School acknowledges and agrees that each shall be a separate and independent controller of such personal data.

6.4 Upon reasonable written request from DfE, a relevant School and/or MCPS to one or more of the other relevant parties, the party in receipt of such request will provide reasonable assistance to the requesting party to assist with compliance with the requirements of the applicable Data Protection Laws relevant to the assisting party's

rights and obligations under this Agreement, including responding to an individual's right of access request or a personal data breach.





6.5 DfE and the Schools acknowledge and agree that each shall not provide personal data to MCPS in circumstances under which MCPS could be considered a data processor on their behalf without first notifying MCPS in writing and entering into a data processing agreement with the Licensors in compliance with the relevant Data Protection Laws (such agreement to be negotiated in good faith).

## **7. Data Collection**

7.1 The DfE shall assist or instruct the relevant School and/or Local Authority, as appropriate, to assist MCPS in the conducting of a data collection exercise (such as a survey, record keeping exercise, online reporting exercise or a combination thereof).

7.2 MCPS may, no more than once in each year, require the Licensee to participate in a data collection exercise to identify the type of recorded music under the Licence which will assist MCPS in distributing the Licence Fee to members, and its affiliated foreign societies and their members.

7.3 The data collection exercise may, without limitation, take the form of a survey or a record keeping or online reporting exercise or any combination of these in accordance with any guidelines on data collection on MCPS's website.

7.4 If selected by MCPS to participate in a data collection exercise, the Licensee shall cooperate with MCPS in conducting the data collection exercise and undertakes to ensure that its staff comply with its obligations under this clause.

7.5 MCPS undertakes not to disclose any information obtained as a result of any data collection except:

7.5.1 as required by a court or other authority of competent jurisdiction; or

7.5.2 in aggregated form from which the identity of the Licensee cannot directly be identified.

## **8. Term, Termination & Extension**

8.1 This Agreement shall commence on receipt by MCPS of a counter-signed copy of this Agreement signed by DfE, with effect from 1 April 2024, and shall continue until 31 March 2026 (thereby covering the Licence Year 2024-25 and Licence Year 2025-26) unless terminated in accordance with clause 8.3. It may be further extended subject to the mutual agreement of the parties hereto.





8.2 DfE shall be entitled to extend the Licence Period for a further Licence Year (thereby covering Licence Year 2026-27) by notifying MCPS in writing no later than 31 December 2025.

8.3 MCPS shall have the right to terminate this Agreement with immediate effect if DfE fails to pay the Licence Fees or any other sums due under this Agreement within 30 days of such payment becoming due and after 14 days following service of a formal notice by the Licensors to DfE of such late payment.

## **9. No Assignment**

This Agreement is personal to the DfE and the licences granted under it are personal to each School and neither the DfE nor any School may assign, sub-license or otherwise transfer any or all of its rights or obligations under this Agreement without the prior written agreement of MCPS.

## **10. Miscellaneous**

10.1 In Licence Period, MCPS shall be entitled no less than three months prior to the start of the next Licence Year (**Next Licence Year**) to give to DfE written notice varying the terms of the Licence and/or the Licence Fees under this Agreement with effect from the beginning of the Next Licence Year, provided that, if DfE does not agree to such new terms, DfE shall be entitled to terminate this agreement with effect from the beginning of the Next Licence Year.

10.2 Nothing in this Licence affects the moral rights of the authors of any Repertoire Works.

10.3 Any notice or other communication given between the parties under or in connection with this Agreement shall only be effective if it is in writing. Faxes and e-mails are permitted save that notice to terminate this Agreement, or any extension notice served under clause 8 above, shall be served by personal delivery or post with a copy of such notice to terminate sent by fax or e-mail. Any such notice or other written communication shall be deemed to have been served:

- (a) if personally delivered, at the time of delivery;
- (b) if posted, at the expiry of two business days or in the case of airmail four business days after it was posted; or





- (c) if sent by fax or e-mail, at the time of receipt of transmission (if received during normal business hours, that is 09.30 to 17.30 local time) in the place to which it was sent or (if not received during such normal business hours) at the beginning of the next business day at the place to which it was sent.
- 10.4 No delay or omission in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver shall be binding or effectual for any purpose unless expressed in writing and signed by the party giving it and any such waiver shall be effective only in the specific instance and for the purpose given.
- 10.5 This Agreement sets forth the entire agreement of the parties in relation to the subject matter hereof and each of the parties hereto acknowledges that it has not entered into this Agreement in reliance on any representation or term not contained in this Agreement. This Agreement shall not be modified or varied except by a written instrument signed by the parties hereto.
- 10.6 The headings to the clauses in this Agreement are included for ease of reference only and are not part of this Agreement and are not to be taken into account in its construction.
- 10.7 The parties shall (and shall procure that any other necessary party within its control shall) execute all such documents and do all such acts and things as may be reasonably be required on or subsequent to completion of this Agreement for securing each of the obligations of the respective parties under this Agreement.
- 10.8 If this Agreement creates any rights which would in the absence of this provision be enforceable by any person not a party to this Agreement, such rights shall not be enforceable.
- 10.9 In entering this Agreement MCPS agrees not to pursue any backdated costs relating to usage rights not included under DfE's prior agreements with MCPS in Schools prior to the term of this agreement, for the avoidance of doubt, before April 2024.
- 10.10 This Agreement shall be construed according to the laws of England and Wales and the parties agree to submit to the jurisdiction of the English Courts.







## ANNEX 1

### Per School Fees and Permitted Number of Units

School Type	Schools Limited Manufacture Licence  Permitted Number of Copies	Schools Limited Manufacture Licence	Schools Limited Manufacture Licence
		2024/2025 Per School Fee (excl. VAT)	2024/2025 Per School Fee (incl. VAT)
Nursery	Up to 250		
Primary	Up to 500		
Pupil referral unit	Up to 500		
Secondary	Up to 750		
Special School	Up to 500		





## **ANNEX 2 School Census Report 2023**



Copyright\_schools\_  
2023\_final.xlsx











# DFE School Recording Licence

Final Audit Report

2024-10-09

Created:	2024-10-09
By:	Alan Harrison (Alan.HARRISON@education.gov.uk)
Status:	Signed
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