STRICTLY PRIVATE AND CONFIDENTIAL

SUBJECT TO CONTRACT AND PPL BOARD APPROVAL

**14 March 2024**

Department for Education

Sanctuary Buildings

20 Great Smith Street

London SW1P 3BT

Dear Sirs

# PPL Licence for Licence Years 1 April 2024 to 31 March 2028

Phonographic Performance Limited (“PPL”) is empowered to grant to Department for Education schools licences for the copying and/or streaming of PPL’s recorded music as part of a school’s curricular and non-curricular activities provided such uses are educational and non-commercial and aimed primarily at pupils and teachers and /or parents, carers and relatives of such pupils. PPL is further empowered to appoint an agent, the Centre for Education & Finance Management Limited to administer the Licence (as defined below) on PPL’s behalf.

PPL is prepared to grant such licences to state-maintained schools within England on whose behalf the Department for Education (the “DfE”) will pay the Licence Fee and the DfE hereby confirms that it is willing to act as an agent on behalf of any such school, either directly when the school is an academy or via the relevant Local Authority, to assist in the granting and implementation of the Licence.

This letter sets out the terms of this agreement between PPL and the DfE.

1. In this Agreement:

* 1. “Licence” means the licence to copy and/or stream PPL’s Sound Recordings, for the Permitted Uses set out in the DfE Draft Licence Proposal of 7 December 2023 and subject to the terms of this Agreement and to PPL’s DfE Draft Licence Proposal of 7 December 2023 and PPL’s letter of 18 December 2023 which are attached at Appendix 1 and 2 respectively, and to the full terms in the Licence document. The full terms of the Licence shall be made available on the PPL website and/or the CEFM website.

* 1. “Licence Fee” shall be calculated according to the DfE Draft Licence Proposal of 7 December 2023 and PPL’s letter of 18 December 2023, and adjusted for indexation each Licence Year and as set out in Paragraph 5.

* 1. “Licence Year” means the 12-month period starting on 1 April each year during the period when the Licence is in place.

* 1. “Licensed Recordings” means those Sound Recordings from time to time within the PPL Sound Recordings.

* 1. “PPL Sound Recordings” means those Sound Recordings (as defined in the Copyright, Designs and Patents Act 1988) in respect of which PPL owns or controls the rights granted to the Schools under the Licence.

* 1. “Schools” means all state-maintained schools (which includes, but is not limited to, free schools, academies and pupil referral units) within England.

1. The DfE hereby warrants that it has the authority to act as an agent for the Schools in respect of the Licence and to enter into Licences on behalf of the Schools.

1. PPL shall grant a Licence to all Schools in respect of which the DfE confirms it is authorised to act and pays the appropriate Licence Fee as outlined in Paragraph 4 below.

1. For each Licence Year the DfE agrees to pay, on behalf of each School, the appropriate Licence Fee for each School notified by DfE to the Centre for Education & Financial

Management Ltd (“CEFM”), PPL’s nominated payment and administration agent, in accordance with Paragraph 7 plus any VAT thereon within 30 days of receipt of PPL’s invoice, each annual invoice to be sent on or around 1st of April of the respective Licence Year.

1. The 2024 Licence Fees are enclosed as Appendix 4. The Licence Fee shall be adjusted by a CPI adjustment each Licence Year as set out under Annual Adjustment in Appendix 2. Provided the DfE has provided the information set out in Paragraph 7 below, PPL shall notify the DfE in around November of each year within the term of this Agreement of the likely Licence Fees for the forthcoming Licence Year.

1. Any changes to the Licence other than to the Licence Fee shall be notified by PPL to the DfE in writing prior to being incorporated in the Licence and prior to being posted on the PPL website and/or the CEFM website, such notification to take place at least three months prior to 1 April of each year in order for such changes to apply to Licences granted from that date.

1. The DfE shall provide PPL by 31 October of each year School census data showing the number of schools, in the same format as the Excel spreadsheet entitled “020224 Copyright\_schools\_2023\_final.xls”, for the Licence Year ending on 31 March of that year, such data to be broken down into individual schools and local authorities.

1. The DfE will appoint or nominate a licensing co-ordinator to act as a central contact for PPL in matters relating to the Licence, who will deal primarily with PPL’s agent, CEFM, and the DfE shall confirm the name and contact details of said licensing co-ordinator to PPL and notify PPL of any changes to these details in writing in a timely manner.

1. The DfE shall provide up-to-date contact details for all Schools, such details to include full postal address of the School telephone number and email address and the DfE agrees to supply such information where held via edubase or other means.

1. PPL and the DfE shall work together on a joint communication plan to Schools, such as by way of the DfE website, under which they shall notify schools that the DfE has undertaken to pay the Licence Fee on their behalf and that the School is thereby licensed to copy and/or stream recorded music as part of a school’s curricular and non-curricular activities subject to the terms and conditions of the Licence (which will be available on the CEFM and/or PPL websites).

1. PPL shall provide the DFE with support materials and other up-to-date information and shall ensure that all such materials are available to Schools via PPL’s website and/or the CEFM website and shall respond to any enquiries related to the Licence in a timely manner.

1. The DfE shall make available a page on the Gov.uk website on which links to key information about the Licence can be provided.

1. In respect of each School and each Licence Year, a Licence shall be deemed to have been granted on receipt by PPL:

* 1. in the first Licence Year, of a counter-signed copy of this letter from the DfE; and

* 1. in the first and subsequent Licence Years, on payment of the Licence Fee for that

Licence Year by the DfE within 30 days of receipt of PPL’s invoice.

1. This Agreement shall commence on receipt of a counter-signed copy of this letter by PPL and shall continue until 31 March 2028 (thereby covering the administration of Licences for the Licence Years starting on 1 April 2024, 1 April 2025, 1 April 2026 and 1 April 2027). It may be extended subject to the mutual agreement in writing of both parties.

1. Terms defined in the Licence shall have the same meaning in this Agreement unless stated otherwise.

1. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (“the 1999 Act”) to enforce any term of this Agreement but this does not affect the right or remedy of a third party that exists or is available apart from the 1999 Act.

1. This Agreement shall be construed and interpreted in accordance with the laws of England and Wales, the courts of which shall be the sole and exclusive courts of competent jurisdiction in all matters concerning the same.

Yours faithfully

Chief Executive Officer

Agreed and accepted:

For and on behalf of the Department for Education

**<redacted>**

**APPENDIX 1**

DfE Draft Licence Proposal of 7 December 2023

**APPENDIX 2**

PPL’s letter of 18 December 2023

**APPENDIX 3**

## Additional terms and conditions

In addition to the terms and conditions set out in the Agreement, and its Appendices 1 and 2 the following terms and conditions shall apply to the Licence. The full terms and conditions of the Licence shall be made available on the PPL website and/or CEFM website.

1. The following educational platforms can be used under the Permitted Use of PPL Sound Recordings within lessons and associated curricular work by teachers and pupils: Microsoft Teams, Zoom, Sharepoint, Google Meetings, Google Classroom and other educational platforms as notified to PPL in writing by DfE. For the avoidance of doubt, the Licence does not cover the use of Sound Recordings by third parties, including for example, within lessons and materials made available on educational platforms.

1. In addition to the Key Restrictions set out in Appendix 1, the restrictions shall also include but are not limited to the following. The Licensee shall not:
   1. use any PPL Sound Recording as an identity signal for a School Website;
   2. without the prior written consent of PPL, use any PPL Sound Recordings belonging to The Walt Disney Company Limited or associated with characters of the Walt Disney Company Limited;

1. All rights in the PPL Sound Recordings not specifically granted to the licensee are reserved to PPL which may exercise such rights as it thinks fit.

## APPENDIX 4

### Excel spreadsheet 020224 Copyright\_schools\_2023\_final.xls

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