

PMLL DISPUTES-HANDLING POLICY

INFRINGEMENTS, COUNTER-CLAIMS AND DISPUTES

Under mandates from its licensing scheme members, PMLL operates centrally-negotiated licences relating to the copying of printed music publications. These licences are usually national in scope and cover an extensive repertoire. In order to distribute accurately the rights income received from its licensees, PMLL relies on distribution data from its licensing agent (currently the Copyright Licensing Agency or “CLA”) and on ownership and control data from its mandating right holders. With such a large licensing repertoire, it is possible that, from time to time, disputes as to ownership and/or control could arise. In these circumstances, PMLL must act neutrally and cannot be involved in the resolution of the substance of the dispute. However, since it may well be in the position of holding rights revenue from a disputed title, PMLL is committed to handling income relating to disputed works fairly, transparently and efficiently.

PMLL’s policy will be applied in a non-discriminatory fashion to members and non-members alike. The policy applies where PMLL becomes aware:-

- (i) that one or more licensing scheme rightholders is in dispute with another party (whether a licensing scheme rightholder or otherwise) regarding the ownership or control of a work; or
- (ii) that one or more licensing scheme rightholders is in dispute with another party (whether a licensing scheme rightholder or otherwise) regarding the right to receive income from the exploitation of the rights licensed under a PMLL licensing scheme.
- (iii) that a work covered by a PMLL licensing scheme is the subject of an infringement claim; or

Any conflict covered by this policy shall be referred to as a “Dispute”, a work that is subject to a Dispute shall be referred to as a “Disputed Work” and a party to the Dispute shall be referred to as a “Dispute Party”.

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D Notification

- a. Upon becoming aware of the Dispute, if PMLL considers that any rightholder licensing scheme member which is a Dispute Party may not be aware of the Dispute, it will use all reasonable endeavours to notify such licensing scheme rightholder member (using the email contact details supplied by such rightholder member), providing all relevant information available to PMLL and supplying a copy of this policy.
- b. PMLL does not accept any responsibility for resolution of the Dispute, which shall be the sole responsibility of the Dispute Parties.

II Rights Revenue:

- a. During the period of the Dispute any rights income (“Disputed Income”) allocated to the Disputed Work under the Sampling Model in accordance with PMLL’s Distribution Policy will be retained by PMLL until resolution of the Dispute. Details of Disputed Income will be supplied on request to any Dispute Party but will also be reported to any licensing scheme rightholder member which is a Dispute Party within that rightholder member’s distribution statement.
- b. Notwithstanding Paragraph a above, during the period of the Dispute any rights income allocated under the Membership Model of PMLL’s Distribution Policy to a rightholder licensing scheme member which is a party to the Dispute shall continue to be paid in full.
- c. During the period of the Dispute the Disputed Income will be kept separate from distributable income and non-distributable income within PMLL’s accounts.

III During the Dispute

- a. During the period of the Dispute, PMLL shall have the right, in its sole discretion, to continue to license the Disputed Work under its licensing scheme(s) and the indemnities given under mandate by Dispute Parties who are rightholder licensing scheme members shall continue to apply.
- b. Notwithstanding Paragraph a, if PMLL considers in its reasonable opinion that continuing to license the Disputed Work could be detrimental or damaging to PMLL or to any rightholder licensing scheme member which is also a Dispute Party, then, pending resolution of the Dispute, it shall have the right to remove the Disputed Work from one or more of its licensing schemes by designating it an “Excluded Work”.
- c. Following resolution of the Dispute, PMLL shall return to the licensing repertoire any work designated as an Excluded Work under Paragraph b above.

IV Following Resolution of the Dispute

- a. Upon resolution of the Dispute, the Dispute Parties should notify PMLL in writing and confirm who should receive the Disputed Income.
- b. If the Dispute has been adjudicated by a body of competent jurisdiction (such as a court or an arbitrator) then there is no need for each Dispute Party to notify PMLL in accordance with paragraph a above. However, one Dispute Party should provide PMLL with a copy of the written

judgement.

- c. In the event of an adjudication, the Disputed Income will be released promptly to the relevant Dispute Party or Parties in accordance with the written judgement.
- d. If the Dispute Parties resolve the Dispute between themselves (for example, by negotiation or mediation), they should jointly inform PMLL by way of a letter signed by each Dispute Party, setting out how they agree that the Disputed Income should be allocated and how future rights income relating to the Disputed Work should be apportioned.

MPA MEDIATION SERVICE

PMLL cannot become involved in the resolution of a Dispute. However, PMLL's parent company, the Music Publishers Association, offers a mediation service, which Dispute Parties might find helpful. More details can be found by accessing the link below.

<http://www.mpaonline.org.uk/content/mpa-mediation-service>

(Approved by PMLL Board 3 March 2016)