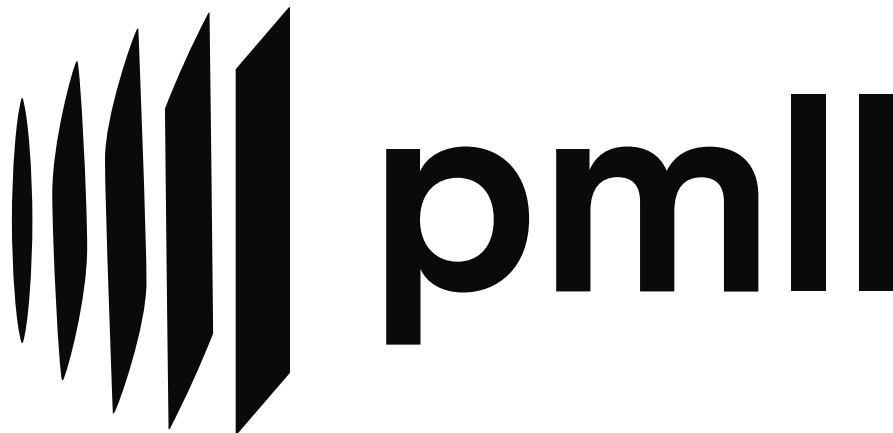


# HEPML

## User Guidelines Outline



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## **INTRODUCTION TO THE LICENCE**

**PMLL** was set up in 2013 to license the photocopying and arranging of sheet music within the school education sector. The **SPML (Schools Printed Music Licence)** allows teachers at both primary and secondary level to photocopy sheet music without gaining individual publisher permission.

**PMLL** has over **130 members**.

The **HEPML (Higher Education Printed Music Licence)** was introduced in order to facilitate access to printed music and ensure that music publishers whose works are being used are fairly remunerated.

Rather than having to gain individual permissions, staff and students can reproduce and arrange (as per the terms and conditions of the licence) without fear of breaching copyright.

**Full terms and conditions of the licence are published on the PMLL website.**

These user guidelines have been produced by **PMLL** with input from **Universities UK**, helping to provide a straightforward guide that both staff and students can use.

# QUICK START GUIDE

## WHAT CAN I COPY?

Most sheet music can be copied under the licence as long as it is not listed on the 'excluded list' and an original copy is owned by the HEI. Further information about publishers included in the trial licence is published on the PMLL website.

## WHO CAN I MAKE COPIES FOR?

Registered students and staff on courses including a musical element, whom your HEI has chosen to opt into the licence.

## WHO CAN MAKE COPIES UNDER THE LICENCE?

Registered students on courses including a musical element and staff associated with, or otherwise supporting, those courses.

## HOW MUCH CAN I COPY UNDER THE LICENCE?

- Whole works
- No more than 10% (by number of items) of a musical anthology
- No more than 10% (by numbers of pages) of any workbook

## CAN I MAKE ARRANGEMENTS?

Yes, as long as they are made by staff or registered students solely for pedagogic purposes, including for use in assessments.

# RESPONSIBILITIES OF PMLL AND HEIS

## PMLL

**PMLL** has commitments to its members, who are music publishers, and must obtain mandates from its membership in order to operate this licensing scheme.

- As part of the licence terms, **PMLL** will collect data on the works that have been copied and arranged under the terms of the licence in order to inform royalty distributions.
- Information regarding the licence and tariff are published on the **PMLL** website.
- We will respond to queries raised regarding the licence and will use these to create and maintain an FAQ document.
- We will be professional, courteous, consistent and knowledgeable in all our dealings with **HEIs**.
- We undertake to indemnify **HEIs** against legal claims where they have been acting in accordance with the licence and have ensured that all relevant students and staff have agreed to comply the terms and conditions.

We are unable to provide legal advice. **HEIs** should seek independent advice where necessary.

## HEIs

**HEIs** that have obtained a licence undertake to do the following all of which are set out in our terms and conditions:

- Observe the terms and conditions of the licence and communicate them to all staff and students to whom the licence is applicable, who must agree in writing to comply with the terms and conditions.
- Pay the licence fees on time.
- Ensure data is reported to **PMLL** in an accurate and timely manner when required.

The allocation of overall responsibility for the licence at your **HEI** is an institutional decision. Whatever arrangements are in place, it is essential that they have the active support of senior management, and we believe it's preferable that they are documented within institutional policy.

## LICENCE CO-ORDINATOR

A requirement of the licence is the submission of data to **PMLL**. To ensure this is done accurately and in a timely manner, we ask that **HEIs** nominate a central contact (where this is possible) who will play a role in the coordination of the data submission and also ensure that all relevant staff and students are aware of and have agreed to the terms and conditions of the licence. The nominated contact will receive all correspondence that is sent relating to the licence.

If it is not possible to nominate a central contact the **HEI** should ensure that all relevant staff are aware of the need to submit data and the institution should work out the best system for them to collate and submit data to **PMLL**.

If this contact no longer wishes to continue with this nominated role or leaves the organisation, we ask that you please inform **PMLL** as soon as possible so that we can effectively communicate with you.

# GENERAL LICENCE INFORMATION

## 1. WHO SHOULD TAKE OUT THE LICENCE?

The licence applies to students studying on a course or module offered by the **Higher Education Institution** that includes a music element and which, together with other courses or modules, comprises a programme of study leading to a degree qualification.

Such courses are not limited to courses with a **W3 JACS (HESA)** code but could extend to, for example, **Dance (W5)**, **Drama (W4)**, or **Education degree qualifications**, but excluding any postgraduates who are supervised but not taught.

## 2. WHAT CAN YOU DO UNDER THE LICENCE?

Staff and students can make photocopies of printed music publications (as long as an original copy of the music is owned by the **HEI**) to use as part of the course they are studying. Copies of music can also be scanned and either emailed to registered staff and students or uploaded to a secure network for their use (**see section 14**).

Arrangements of works can be made under the terms and conditions stated which is discussed below (**see sections 15-29**).

## 3. WHO CAN MAKE COPIES UNDER THE LICENCE?

Copies of music can be made by both staff and registered students at the **HEI**. In order to make a copy under the licence, an original printed music publication must be owned (or subscribed to in the case of a licensed subscription service). Copies cannot be made from printed music publications not owned by the **HEI**, including those personally owned or subscribed to by staff or students. The licence does not permit the copying of printed music publications that have been obtained on hire from a publisher or borrowed from another library.

## 4. WHO CAN USE COPIES MADE UNDER THE LICENCE?

Staff can make copies of printed music publications for students studying on a music course. Students can make their own copies and arrangements of sheet music for use as part of a music course. They can also be used within a group that includes students who are not registered on a **Music Course**, as long as the group's purpose is directly connected with a **Music Course**.

Any student not taking a **Music Course** within this group cannot be supplied with licensed copies.

Copies **cannot** be made for the private purposes of **Staff members**.

## 5. HOW CAN COPIES BE MADE UNDER THE LICENCE?

Copies can be made either in:

- (a) **physical format**; or
- (b) **by scanning and storing/disseminating on a secure network.**

## 6. HOW MUCH CAN BE COPIED?

- **An entire work**
  - up to **10% of an anthology** (by number of works)
  - up to **10% of a workbook\*** (by number of pages)
- (\*definition in glossary on page 15)

## 7. HOW DO I KNOW WHAT I CAN COPY?

**PMLL** has produced a list of mandating publishers on its website [www.printmusiclicensing.co.uk](http://www.printmusiclicensing.co.uk). We will also circulate this list to universities who have obtained a **HEPML** trial licence. Works owned by those publishers can be copied and arranged under the terms of the licence.

## 8. ARE THERE WORKS OWNED BY PUBLISHERS THAT I CANNOT COPY?

**PMLL** publishes an exclusion list on its website [www.printmusiclicensing.co.uk](http://www.printmusiclicensing.co.uk). Any publisher or specific works displayed on this list cannot be copied under the trial **HEPML**.

## 9. WHAT IF A WORK I COPY IS NOT OWNED BY A PUBLISHER ON THE INCLUSION LIST OR EXCLUSION LIST?

If a work is copied that is not owned by a publisher on either list, **PMLL** will write to the publisher asking whether they would like to join the scheme and mandate their rights to **PMLL**. If the publisher does not wish to do this and requests that their works are not copied under the **HEPML**, we will add them to the excluded list. **PMLL** will indemnify you against any claim from the publisher, as long as the terms of the licence have been followed.

## 10. DO I NEED TO LABEL COPIES I MAKE?

It is important that copies made under this licence are identifiable as being made under the **HEPML**. The following wording must go on all copies made under the licence:

*“Copy made on (date) only for use in connection with (name of course) under the Trial HEPML held by (name of Higher Education Institution)”*

The labelling of copies is to ensure that they are used only on the **Music Course** for which they are intended.

## 11. DO I NEED TO REPORT COPIES MADE UNDER THE LICENCE?

**Yes.** All copies of music (whether digital or physical) must be reported to **PMLL**. This includes arrangements made under the licence, which should also be reported. The information received by **PMLL** on the works copied and arranged under the licence forms the basis of **PMLL** distribution policy. **PMLL** does not make a profit and monies received through licences are distributed to the publishers and onwards to writers and composers whose works are used under this licence.

This topic is discussed in detail under **Data Collection and Reporting (page 12)**.

## 12. DO COPIES HAVE TO BE STORED CENTRALLY IN A LIBRARY?

**No.** Copies can be stored in a library or within a specific department (e.g. a Music Department). All copies and arrangements made under the licence should be correctly labelled (as above).

## 13. WHAT HAPPENS IF THE LICENCE IS CANCELLED?

If the decision is taken by the **HEI** to cancel the licence, all licensed copies (physical and digital) and arrangements made under the licence must be destroyed. No further copying or arrangements of musical works can be made unless direct permission is given by the publisher.

## MAKING DIGITAL COPIES

### 14. HOW CAN DIGITAL COPIES BE STORED AND MADE AVAILABLE TO STAFF AND STUDENTS?

The licence allows the making of digital copies of sheet music. It is essential that these are stored and shared in a secure way.

Staff can upload digital copies onto a secure network or **Virtual Learning Environment** that is password protected and for registered students and staff who are on the relevant courses to which the licence applies.

The licence also allows for staff to email copies directly to students as long as the student is studying on a relevant course and the email address used is one that the student holds as a registered student at the university.

Copies **are not** permitted to be shared using external email addresses such as Gmail, Hotmail etc.

Digital copies (as well as physical copies) must have a copyright notice visible on the copy:

*“Copy made on (date) only for use in connection with (name of course) under the Trial HEPML held by (name of Higher Education Institution).”*

Digital copies should be reported in the same way as physical copies. Copies made during the term should be reported to **PMLL** in accordance with the agreed data collection protocol between **PMLL** and **UUK**.

## INFORMATION ON ARRANGEMENTS

### 15. WHAT IS THE DEFINITION OF AN ARRANGEMENT?

For the purposes of this licence, an arrangement is defined as a **re-configuration of a Musical Work that adds or alters aspects such as lyrics, harmony, rhythm, texture and instrumentation, including transcription (which means direct apportioning of a Musical Work for a different combination of instrument of instruments (including voice) than originally intended by the composer, and/or translation of the lyrics to a Musical Work).**

### 16. WHO CAN MAKE ARRANGEMENTS?

Arrangements can be made by staff members and students solely for pedagogic purposes or otherwise in the course of their studies as part of a **Music Course**. This includes assessments that may involve assessed public performances (where the performance takes place on the properly licensed premises of a **HE** institution or on third-party premises hired by the **HEI** for that purpose as part of an assessment for a student or group of students).

### 17. WHAT CAN BE ARRANGED?

Any work that is owned by a publisher who has mandated their rights to the trial can be arranged, unless the publisher or work appears on the **Excluded List**. Please see the **PMLL** website for a full list of publishers taking part in this trial and a list of any publisher or works that have been specifically excluded.

### 18. WHAT FORM CAN THE ARRANGEMENT TAKE?

Music can be arranged either in **paper** or **digital** form.

### 19. DO I NEED TO CREDIT AN ARRANGEMENT MADE UNDER THE LICENCE?

Where reasonably possible each arrangement should include the following credit, prominently at the top of the first page:

- **Title** of the **Musical Work**
- **Name** of the **Composer**
- **Name** of the **arranger**

The following should appear at the foot of the first page:

- **Copyright Credit** from source of publication
- Notice *“this arrangement was made on (date) under the Higher Education Trial Printed Music Licence held by (Name of Higher Education Institution) and is subject strictly to the terms and conditions of that agreement, including its use solely in connection with (name of course). All copyright is reserved by the publisher”*



## 20. DO I NEED TO INFORM PMLL WHEN I MAKE AN ARRANGEMENT?

If the arrangement made by students or staff is being used as part of an ‘assessed public performance,’ **PMLL or the publisher** whose work is being arranged may request the licensee to submit a pdf of the full score used by email to: **arrangements@mpagroup.com**.

## 21. ARE THERE ANY SPECIFIC CONDITIONS FOR ARRANGEMENTS?

Arrangements of works must respect the **composer/author/editor’s** moral rights. No other use may be made of arrangements, by the arranger or anyone else, including (but not limited to):

- **Public performance** (except where assessed);
- **Audio recording** (except of an assessed public performance);
- **Broadcasting**; or
- In **any other way** making available.

## 22. WHAT IS THE DEFINITION OF A PUBLIC PERFORMANCE?

Section 19 of the Copyright, Designs and Patents Act 1988 defines a public performance as follows:

(1) The performance of the work in public is an act restricted by the copyright in a **literary, dramatic or musical** work.

(2) In this Part “performance”, in relation to a work—

(a) includes delivery in the case of **lectures, addresses, speeches and sermons**, and

(b) in general, includes any mode of **visual or acoustic presentation**, including presentation by means of a **sound recording, film or broadcast** of the work.

(3) The **playing or showing** of the work in **public** is an act restricted by the **copyright** in a **sound recording, film or broadcast**.

(4) Where **copyright** in a work is infringed by its being **performed, played** or shown in public by means of apparatus for receiving visual images or sounds conveyed by electronic means, the person by whom the visual images or sounds are sent, and in the case of a performance the performers, shall not be regarded as responsible for the infringement.

**Section 34** provides that certain uses within **educational establishments** are **not public performances**:

(1) The performance of a **literary, dramatic or musical** work before an audience consisting of teachers and pupils at an **educational establishment** and other persons directly connected with the activities of the establishment:

(a) by a **teacher or pupil** in the course of the activities of the establishment, or

(b) at the establishment by any person for the purposes of **instruction**,

is not a public performance for the purposes of infringement of copyright.

(2) The playing or showing of a **sound recording, film, broadcast or cable programme** before such an audience at an educational establishment for the purposes of instruction is not a playing or showing of the work in public for the purposes of infringement of copyright.

(3) A person is not for this purpose directly connected with the activities of the **educational establishment** simply because he is the **parent of a pupil** at the establishment.

### **23. WHAT IS CLASSED AS AN ASSESSED PUBLIC PERFORMANCE?**

This is a **public performance** for the purposes of assessment of a **Student or group of Students**, which takes place on the properly licensed premises of **Higher Education institution** or **third-party premises** hired by the **HEI** for that purpose.

### **24. WHAT CONSTITUTES A ‘PROPERLY LICENSED PREMISES’?**

In order to perform music in public, the venue must hold ‘**TheMusicLicence**’. This is a licence offered by a joint venture between **PPL** and **PRS** which licenses the public performance of music. The **HEPML** does not license this activity and as such is not a substitute for **TheMusicLicence**.

### **25. CAN I RECORD AN ASSESSED PUBLIC PERFORMANCE OF AN ARRANGEMENT?**

**Yes.** Recordings can be made but only for the purposes of **assessing a student or group of students**, and recordings should not be distributed other than to **Staff** making the assessment and the **Student or group of Students** recorded.

### **26. HOW DO WE ENSURE THAT THE PERFORMANCE IS NOT RECORDED?**

**Staff** at the **Higher Education Institution** are asked to inform attendees at the beginning of an assessed public performance that there is to be no recording of the event.

### **27. CAN I KEEP A COPY OF THE RECORDING OF THE ASSESSMENT?**

**Yes.** Recordings can be kept as part of a securely accessed ‘**assessment bank**’ provided that the institution continues to hold a licence and that access to this resource is monitored and **on-site only** or **via a secure network**. No further copies may be made, and a suitable copyright notice must be used to this effect.

### **28. WHO OWNS THE ARRANGEMENT?**

Ownership of an arrangement is a matter of **copyright law** in each individual case; nothing in the licence provides for **Staff** members or **Students** to claim copyright ownership in arrangements made under the agreement.

## 29. DO I NEED TO REPORT ARRANGEMENTS?

**Yes.** These should be reported to **PMLL** in the same way as copies of sheet music. We still need the essential fields (**listed below**) reported so that we can ensure we pay the **correct publisher**.

If, for example, a lecturer makes a copy of a work and makes it available to **50 students to arrange**, we would not expect each student to report their arrangement; rather we would expect the **lecturer to report** that the work had been shared with **50 students** and that **50 arrangements** would also be made.

## DATA COLLECTION & REPORTING

**PMLL** has over **130 members**. These are all **music publishers** representing a wide range of repertoire and types of publisher. We represent the **major publishers, print publishers** and **indie publishers** with catalogues ranging from **jazz** and **classical** to **pop** and **grime**.

In order to be able to operate a licensing scheme, **PMLL** needs its members to mandate their rights for inclusion within this licence. The **HEPML licence** was drafted with input from both **CNAC** and **PMLL**. The licence has been approved by the **PMLL Board**, which is made up of 7 publishers and an external director.

Monies that **PMLL** receives from all licensing schemes that it operates (apart from costs needed to run the business) are distributed back to members. As part of the discussions with the **PMLL Board** regarding the proposed trial licence, it was agreed that distribution of monies for the **HEPML** would be based solely on data.

It is essential that we can pay the people whose works have been used under the **HEPML**. The only way we are able to do this is for you to report what works have been copied and arranged under the licence. Without this information, the money will not go to those composers and writers whose works are being used. We want to ensure that this licence allows those writers, composers and publishers to be able to earn a living from their music.

The **minimum data** that **PMLL** needs is:

- 1.\*Name of Publication/Title
  - 2.\*Print Publisher
  - 3.\*ISBN/ISMN/Order Number
  - 4.\* Pages from – to
  - 5.\*Name of Work (Title of piece)
  6. Music Publisher (Copyright line on piece)
  - 7.\*Composer/Writer
  - 8.\*Number of Copies made/shared
- \*Essential fields

### 1. \*Name of Publication/Title

This is the title of the book that the work you want to use is in. **For example**, “John Rutter, London Town, a Choral Celebration”.

### 2. \*Print Publisher

This is the publisher of the book, which will be present on one or more of the front cover, back cover, title page or spine. **For example**, using the title above: the book is published by Oxford University Press. They are classed as the ‘print’ publisher of the book.

### 3. \*ISBN/ISMN/Order Number

This is the number printed on the book, usually on the back cover of the publication under the barcode. The ISBN number would usually look like: "ISBN: 9780193528383".

### 4. \*Pages from – to

The **page numbers** will be on the **bottom of the page**. We need the page numbers that the work being copied or arranged is on.

### 5. \*Name of Work/Title of Piece

This is the **title of the work or piece of music** (within the publication) that is being copied or arranged. If the publication only comprises one work, repeat the information here.

### 6. Music Publisher (Copyright line on title of piece)

Within music publishing, there is the publisher who prints the book, for example **Oxford University Press or Faber** (typical examples of print publishers). There is also the publisher(s) who owns the rights in the song/work that is published in the book. These can be the same; for example, many Faber books feature songs that are owned by Faber. In this example, the print publisher would be Faber and the music publisher would be Faber.

However, often print publishers put songs that are owned by a different music publisher within their books, meaning that the print publisher and music publisher are different. **For example**, Faber may print a book but the songs within that book could be owned by Warner Chappell, meaning that the print publisher is Faber and the music publisher is Warner Chappell.

Usually the song or work within the book has a copyright notice at the bottom listing the 'music' publisher.

### 7. Composer / Writer

The information on this is usually listed on the **top right of the song/work**.

### 8. Number of Copies

We need to know the number of students that have access to either the **physical copies** or **digital copies via a VLE or secure network**.

## HOW DO I SUBMIT DATA?

Data submitted to **PMLL** can be done in a number of ways:

- (a) We can **supply a spreadsheet** that the licence coordinator can complete with the necessary information and email back to **PMLL** at the end of the licence year;
- (b) There is a **form** on the **PMLL website** (listing all the relevant data fields) that can be filled in by staff and students each time a copy or arrangement is made;
- (c) **Staff and students can take a photo of the material they are using and upload this via a form on the PMLL website.** When taking a photo please remember that we need all of the essential fields above so this may involve taking pictures of the front and back covers of the publication, the first page of the work used and sending these along with the page numbers (from-to) and number of copies made.

**HEIs** are free to use any combination of these methods concurrently.

## CONCISE GLOSSARY OF TERMS (FULL GLOSSARY AVAILABLE IN THE LICENCE DOCUMENT)

Assessed Public Performance	A public performance for the purposes of assessment of a Student or group of Students, and which takes place on the properly licensed premises of the Higher Education Institution or on third-party premises hired by the Higher Education Institution for that purpose. For the avoidance of doubt, any other type of public performance is not included in this definition.
Assessed Performance Recording	An audio or audio-visual recording of an Assessed Public Performance or other assessed performance.
Digital Copy	An electronic copy, (a) made by scanning from print or copying from a digital source, in either case from a Printed Music Publication, or (b) which is an Arrangement made in electronic format, or (c) an electronic copy of a handwritten Arrangement
Excluded Printed Music Publications	Any Printed Music Publication listed as being excluded from this Agreement as shown on PMLL's website
Higher Education Institution	An educational institution within the Territory designated by HESA and/or QAA as a higher education provider
Licensed Copy	A Digital Copy or a Paper Copy, as appropriate, in either single or multiple format
Licensee	Any Higher Education Institution in respect of which the Trial Licence Fee has been paid
Music Course	A course or module offered by the Licensee that includes a music element and which together with other courses or modules comprises a programme of study leading to a degree qualification. Such courses are not limited to courses with a W3 JACS code but could extend to, for example, Dance, Drama, or Education degree qualifications.
Musical Anthology	A Printed Music Publication that is a collection of Musical Works
Musical Work	A musical work that appears within a Printed Music Publication, and which is defined by the Copyright Designs and Patents Act 1988 (as amended), including any words or lyrics
Paper Copy	A paper copy, (a) made by photocopying from a Printed Music Publication, (b) made by printing out from a Digital Copy, (c) which is a handwritten Arrangement, or (d) which is a photocopy of a handwritten Arrangement
Printed Music Publications	Published editions being graphic representations of Musical Works, printed either on paper or in digital format, including musical scores and/or parts, diagrammatic representations, tablature and other ways of representing musical sound and any editorial notes, historical notes or commentaries or other text included in the said published editions. For the avoidance of doubt this does not include Excluded Printed Music Publications or sound recordings.



## CONCISE GLOSSARY OF TERMS (FULL GLOSSARY AVAILABLE IN THE LICENCE DOCUMENT)

Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to those Students and Staff Members who are approved by the Licensee for access to the Secure Network, whose identity is authenticated at the time of login (and periodically thereafter) in a manner consistent with current best practice, and whose conduct is subject to regulation by the Licensee (including, where applicable, Virtual Learning Environments)
Source Copy	The Printed Music Publication from which Licensed Copies are made
Staff Members	Staff teaching on, or otherwise connected with (for example, library staff) Music Courses, including Emeritus Professors and other honorary staff and visiting academics
Students	Students registered on at least one Music Course, including undergraduates and taught postgraduates, but excluding any postgraduates who are supervised but not taught
Term	1 August 2020 – 31 July 2021
Territory	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
VLE (Virtual Learning Environment)	A web-based platform for the digital aspects of courses of study within an educational institution which presents resources, activities and interactions within a course structure and provide for the different stages of assessment.
Workbook	A Printed Music Publication which consists mainly of Musical Works and extracts therefrom, with accompanying exercises and/or tests designed for educational purposes