

“Mandated Rights” means the category or categories of rights set out in Schedule 1 below (as may be updated by Publisher from time to time by further signature or in accordance with Clause 6.3) to which the Publisher has, by its signature thereto, given its consent for PMLL to license the Works on the terms and conditions of this Mandate.

“Music Publisher” means a company, person or other legal entity who has entered into agreement(s) with songwriters and/or authors and/or composers and/or other music publishers or owners of rights to take an assignment, a licence or other grant of rights including, but without limitation, of copyright and/or authors’ rights in their musical works and/or lyrics for the purposes of the publication, exploitation and administration of them by any means now known or hereafter created.

“Musical Works” means musical works, including any words or lyrics.

“Net Receipts” means all monies received by PMLL from the exercise of the Mandated Rights together with the other rights mandated to it that are the subject of the relevant PMLL Licences after deduction of VAT (and any similar sales taxes) and PMLL's Administration Charges.

“PMLL Licences” means licences granted by PMLL or its agent(s) (including without limitation the SPML) on behalf of mandating publishers in operation of the Business as the same may be amended or replaced from time to time.

“Printed Music Publisher” means a Music Publisher whose business is (in whole or in substantial part) the publication and distribution of printed music.

“SPML” means the Schools Printed Music Licence appended to this Mandate as Annex 1 under which PMLL (or its agent(s) and/or licensee(s)) grants PMLL Licences to schools upon certain terms and conditions to make or permit the making of copies and arrangements of Musical Works for use by schools, music education hubs and local music services.

“Term” has the meaning set out in Clause 6.1.

“Territory” means the territory authorised by the Publisher for the license to PMLL of the Mandated Rights, as indicated in the Schedule.

“Works” means each and every Musical Work (in which copyright and other rights of a similar nature subsist) or part of such work, the printed music rights to which are owned and/or controlled by the Publisher, but excluding the Excluded Repertoire.

- 1.2 Words and expressions defined in the Copyright Designs & Patents Act 1988 (as amended, modified or re-enacted) shall, where the context permits, bear the same meanings in this Mandate. In this Mandate references to the singular number only also include the plural and vice versa. Any reference to a clause is a reference to a clause of this Mandate. Clause headings are for ease of reference only and do not affect the construction or interpretation of this Mandate.

2. GRANT OF RIGHTS

- 2.1 Subject to Clause 2.2 below and upon signature of this Mandate by the Publisher and acceptance by PMLL of Publisher's mandating membership, the Publisher licenses to PMLL during the Term,
- 2.1.1 the authority to administer and exploit and enforce the Mandated Rights throughout the Territory in accordance with the terms of this Mandate;
 - 2.1.2 the right to exercise the rights granted under Clause 2.1.1 through PMLL's agents and/or licensees, including without limitation, CLA.

For the avoidance of doubt, all rights not expressly granted hereunder are reserved to the Publisher.

- 2.2 Where any grant of rights is on a non-exclusive basis (as stated in Schedule 1), Publisher shall use reasonable endeavours to provide PMLL with details of any relevant licences that it grants directly or through a third party so that PMLL may establish which of PMLL or Publisher is licensing the relevant Works in any PMLL Licence(s) and make any necessary adjustments to distributions.
- 2.3 If applicable, in accordance with the Collective Management of Copyright (EU Directive) Regulations 2016 the Publisher reserves to itself the right to grant licences in respect of the Works in respect of non-commercial uses of the Mandated Rights following three (3) months' written notice to PMLL in each case.
- 2.4 Where the right to make arrangements is included in the Mandated Rights, this right will be subject to Publisher's ability to object to arrangements and require that all copies of an arrangement are destroyed.

3. NET RECEIPTS, DISTRIBUTION AND AUDIT

- 3.1 PMLL shall pay to the Publisher the share of Net Receipts due to the Publisher under the terms of the Distribution Policy in respect of the Publisher's grant and PMLL's exploitation of the Mandated Rights hereunder.
- 3.2 PMLL shall be diligent in the collection of rights revenues arising from the exploitation of the Mandated Rights and use its reasonable commercial endeavours to regularly and accurately distribute and pay amounts due to the Publisher in accordance with its Distribution Policy.
- 3.3 PMLL will maintain detailed accounts of the operation of the PMLL Licences which will be made available to the Publisher annually. On three month's written notice the Publisher may, at the Publisher's sole expense, audit those accounts and the working practices and methods of PMLL over the previous three years, at a time and location reasonably convenient to PMLL having regard to, among other things, any concurrent audits (whether statutory, third party or by other PMLL members) taking place. Publisher may, if it so chooses, carry out an audit jointly with another PMLL member(s). This right to audit may be exercised not more than once every three years and this right may only be exercised once in respect of any statement or distribution.

- 3.4 The audit must be carried out by an independent accountant who is a UK-registered auditor and is not a partner in or an employee or director of any firm or other entity, which has a direct or indirect material interest in the operation of any third party having any business in competition with PMLL in any country of the world. The auditor shall only have the right to access records, data and information relating to Publisher. The auditor shall, prior to beginning any audit, sign a nondisclosure agreement with PMLL which will, among other things, require that the auditor will (a) not disclose the information they obtain to any party other than Publisher and Publisher's professional advisers and (b) not disclose to Publisher any specific information relating to any other member's works or interests in works or royalties.
- 3.5 If such audit shows that the terms and conditions of the PMLL Licence(s) and/or the Distribution Policy have been incorrectly applied or administered the Publisher may refer the matter to the Board for correction and redress (where applicable). PMLL shall operate a complaints policy which shall be available to the Publisher.

4. WARRANTY AND UNDERTAKING

- 4.1 The Publisher warrants that it has the full right and authority to enter into this Mandate and that the exercise by PMLL or its agent(s) or sub-licensee(s) of the Mandated Rights will not violate or infringe the right of any third party or be in breach of any applicable laws or regulations. The Publisher further warrants that it fulfils PMLL's membership criteria as set out in Article 4 of the PMLL Articles of Association on the date of entering into this Mandate, and undertakes to notify PMLL if at any time it ceases to fulfil the then-current membership criteria.
- 4.2 The Publisher undertakes to review and respond accurately to PMLL's requests for matching usage data against Musical Works, to deliver data in a format acceptable to PMLL (acting reasonably) that would allow PMLL to administer licences, and to supply information which may be required to enable PMLL to operate its Distribution Policy.
- 4.3 The Publisher agrees that it is responsible for the payment of all royalties, fees, remuneration or other sums that may become due or payable to any author and/or composer and/or other third party from whom rights have been acquired by the Publisher as a result of the exercise of the Mandated Rights hereunder.
- 4.4 The Publisher agrees that this Mandate shall also be subject to PMLL's Distribution Policy and any other relevant rules and policies validly adopted by PMLL in relation to the distribution of Net Receipts.
- 4.5 The Publisher shall co-operate with PMLL in any way that PMLL may reasonably require (including without limitation the production of documents) to verify that it has the right to grant the Mandated Rights to PMLL hereunder.
- 4.6 The Publisher shall inform PMLL if any of its publications grant the end user the right to make copies, and Publisher agrees that any such publications shall not be licensed by PMLL and shall not be included in the calculation of any royalties, fees, remuneration or other sums.

5. INDEMNITY

The Publisher hereby indemnifies and agrees to keep indemnified PMLL against all demands, claims, liabilities, costs and expense incurred by PMLL or its agent(s) or sub-licensee(s) whatsoever arising out of a breach of the warranties set out in Clause 4 above and its other obligations hereunder Provided That the above indemnity does not extend to any claims arising by reason of any wrongful act or default by PMLL, its servants, agents.

6. TERM, TERMINATION AND WITHDRAWAL OF RIGHTS

6.1 This Mandate shall commence upon signature of this Mandate by the Publisher and, without prejudice to the ability of the Publisher to withdraw any or all Mandated Rights from this Mandate in accordance with Clause 6.3 below, shall remain in full force and effect unless and until the Publisher shall give to PMLL sixty (60) days' notice in writing terminating the term hereof, which shall not be effective until the end of the quarter in which such sixty (60) day notice period expires (the "**Term**").

6.2 On termination of the Term, PMLL shall add the Publisher and/or the Works to its publicly available list of Excluded Repertoire and this Mandate shall cease to have any force and effect save in respect of:

- (a) PMLL Licences granted by PMLL or its agent(s) and/or licensee(s) (including without limitation CLA) during the Term, in respect of which the Mandated Rights shall continue until such time as the Works are removed from the relevant PMLL Licences in accordance with their terms; and
- (b) any other right or remedy which either the Publisher or PMLL may have in respect of any breach of this Mandate which existed on or before the date of termination; and
- (c) any other obligation which PMLL and the Publisher may have to each other in connection with distributions, Administration Charges and the provision of information, which shall continue to apply, where relevant. Where Works are removed from PMLL Licences during a period for which a licence fee has been paid to PMLL and distributed to Publisher, PMLL may recover a portion of the distributed fee (prorated to reflect the period for which the Works are no longer available under the PMLL Licence) from the Publisher by setting it off against any amounts that would otherwise be due to Publisher. Where no such amounts are or will become due to Publisher, Publisher agrees to repay such portion of the fee to PMLL within thirty (30) days of receiving a written request for repayment from PMLL.

6.3 At any time during the Term, the Publisher shall be entitled, where applicable, to withdraw this Mandate in respect of specific:-

- (a) Works; and/or
- (b) categories of Mandated Rights (including licence scheme(s)); and/or
- (c) territories; and/or
- (d) printed music publications/products,

by giving thirty (30) days' notice in writing in the form of the Withdrawal of Rights Form which PMLL shall make available to the Publisher on its website. Upon withdrawal, the provisions of Clause 6.2(a) to (c) shall apply to the rights in Works so withdrawn, which shall be added to

PMLL's publicly available list of Excluded Repertoire. Withdrawal shall be without prejudice to the Mandate in respect of any remaining Mandated Rights relating to Works not so withdrawn.

- 6.4 Without prejudice to either party's common law termination rights, either party may terminate this Mandate at any time during the Term if the other party commits a material breach of this Mandate which: (a) is not capable of remedy; or (b) is capable of remedy, but which the other party fails to remedy within thirty (30) days of receiving notice from the terminating party specifying the breach and requiring the breach to be remedied.
- 6.5 PMLL may terminate this Mandate in the following circumstances:
- (a) immediately where Publisher becomes subject to a voluntary scheme of arrangement with its creditors, enters into receivership or in liquidation, or whose officers becomes undischarged bankrupts;
 - (b) upon 30 days' notice where, in the view of the PMLL Board (acting reasonably), Publisher has brought the PMLL business into disrepute; or
 - (c) upon 30 days' notice where Publisher ceases to meet (or PMLL discovers that Publisher does not meet) PMLL's membership criteria pursuant to Article 4 of the PMLL Articles of Association.
- 6.6 Upon termination of the Term (or removal of all of Publisher's Mandated Rights), Publisher shall cease to be a mandating member of PMLL.

7. GENERAL

- 7.1 The Publisher shall on written request by PMLL promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Mandate.
- 7.2 No failure to exercise or delay in exercising any right or remedy under this Mandate shall constitute a waiver thereof and no waiver by the Publisher or PMLL of any breach or non-fulfilment by the other of any provision of this Mandate shall be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof and no single or partial exercise of any right or remedy under this Mandate shall preclude or restrict the further exercise of any such right or remedy. The rights and remedies of the Publisher and PMLL provided in this Mandate are cumulative and not exclusive of any rights and remedies provided by law.
- 7.3 Subject to Clause 6.3, no variation of this Mandate shall be valid unless it is in writing and executed by or on behalf of each of the Publisher and PMLL Provided That the Publisher shall be entitled to opt into categories of Mandated Rights by signing the relevant sections in the Schedule and delivering them to PMLL whereupon the additional Mandated Rights will come into effect within thirty (30) days of PMLL's written acknowledgement of receipt.
- 7.4 A person who is not a party to this Mandate shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Mandate. This Clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.

7.5 This Mandate shall be governed by and construed in accordance with English law and the Publisher and PMLL hereby submit for all purposes in connection with this Mandate to the non-exclusive jurisdiction of the English courts.

IN WITNESS of which this Mandate has been duly executed and has been delivered on the date specified below.

Read and agreed

For and on behalf of _____)

.....
acting by a duly authorised director

Signature _____
Director

Name _____

SCHEDULE 1

Mandated Rights (by Licence Scheme)

	MANDATED RIGHTS CATEGORY	EXCLUDED REPERTOIRE	TERRITORY	EXECUTION DATE OF MANDATE	AGREEMENT BY PUBLISHER TO MANDATED RIGHTS CATEGORY/CATEGORIES INDICATED
A.	<p><u>SPML:</u> The sole and exclusive right to enter into licence agreements with schools to permit the following in relation to the photocopying of printed music in schools, including by way of the SPML, granted on the same terms and conditions as the Works are licensed under the SPML from time to time as approved by the Board:-</p> <ul style="list-style-type: none"> a) the right to make, or permit the making of, Licensed Copies, on the School Premises or via the Secure Network; b) the non-exclusive right to make, or permit the making of, Arrangements of Musical Works; c) the right to distribute, and to permit the distribution of, Licensed Copies to School Members; <p>solely for use within the School Activities.</p> <p>(SPML definitions apply)</p>	[INSERT ANY EXCLUDED REPERTOIRE]	UK	<p>..... Date (D/M/YYYY)</p>	<p>..... Name</p> <p>..... Position with Publisher</p>
B.	<p><u>Hubs & Services Licence Scheme:</u> The sole and exclusive right to enter into licence agreements with Hubs & Services to permit the following in relation to the photocopying of printed music, including by way of the Hubs & Services Licence, granted on the same terms and conditions as the Works are licensed under the Hubs & Services Licence from</p>	[INSERT ANY EXCLUDED REPERTOIRE]	UK	<p>..... Date (D/M/YYYY)</p>	<p>..... Name</p> <p>..... Position with Publisher</p>

	<p>time to time as approved by the Board:-</p> <ul style="list-style-type: none"> a) the right to make, or permit the making of, Licensed Copies, on the Hub/Service Premises or via the Secure Network; b) the non-exclusive right to make, or permit the making of, Arrangements of Musical Works; c) the right to distribute, and to permit the distribution of, Licensed Copies to Pupils; <p>solely for use within the Area Activities.</p> <p>(Hubs & Services Licence definitions apply)</p>				
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<p>C.</p>	<p>Amateur Choirs Licence Scheme: The non-exclusive right to enter into agreement with amateur choirs to permit the following in relation to the photocopying of printed music, including by way of the Amateur Choirs Licence, granted on the same terms and conditions as the Works are licensed under the Amateur Choirs Licence from time to time as approved by the Board:-</p> <ul style="list-style-type: none"> a) the right to make Licensed Copies; b) the right to make, or permit the making of, Authorised Permitted Arrangements of Musical Works; c) the right to distribute, and to permit the distribution of, Licensed Copies to Choir Members; <p>solely within the Choir Activities</p> <p>(Amateur Choirs Licence definitions apply)</p>	<p>[INSERT ANY EXCLUDED REPERTOIRE]</p>	<p>UK</p>	<p>..... Date (D/M/YYYY)</p>	<p>..... Name</p> <p>..... Position with Publisher</p>
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<p>D.</p>	<p>Lyric Licensing: The non-exclusive right to exploit and sublicense the lyrics to Works on digital platforms for the indicated following uses (all rights of approval negotiated within PMLL Licences will be passed on to Publisher):-</p> <ul style="list-style-type: none"> (i) karaoke products not licensed by MCPS (or any product which separates the vocal performance from the sound recording); (ii) interactive products and services; (iii) products and services where the lyrics are used separately from the musical composition; (iv) exploitation online via lyric aggregator apps and products; (v) hosting and serving by lyric aggregator on its servers to sub-licensee websites for the purpose of ‘white labeling’; (vi) the development of new products or services; (vii) communication to the public of lyrics used separately from the musical work. <p>(DELETE ALL THAT YOU DO NOT WISH INCLUDED WITHIN THE MANDATED RIGHTS).</p>	<p>[INSERT ANY EXCLUDED REPERTOIRE]</p>	<p>UK & REPUBLIC OF IRELAND/ EUROPE/ WORLD</p> <p>(delete as applicable)</p>	<p>..... Date (D/M/YYYY)</p>	<p>..... Name</p> <p>..... Position with Publisher</p>
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<p>E.</p>	<p>Higher Education Scheme: The exclusive right to enter into agreements with Higher Education Institutions to permit the following in relation to the photocopying of printed music in schools, granted to the extent of and on the same terms and conditions as the Works are licensed under the HE Licence from time to time as approved by the Board:-</p> <ul style="list-style-type: none"> a) the right to make, or permit the making of, Licensed Copies, b) the non-exclusive right to make, or permit the making of, Arrangements of Musical Works; c) the right to distribute, and to permit the distribution of, Licensed Copies to Music Students and Staff Members; <p>solely for use within Music Modules and Course(s);</p> <p>(HE Licence definitions apply)</p>	<p>[INSERT ANY EXCLUDED REPERTOIRE]</p>	<p>UK</p>	<p>..... Date (D/M/YYYY)</p>	<p>..... Name</p> <p>..... Position with Publisher</p>
<p>F.</p>	<p>Digital Guitar Tab Licensing: The non-exclusive right to exploit and sublicense musical and graphic works on digital platforms for guitar tab and similar services (all rights of approval negotiated within PMLL Licences will be passed on to Publisher)</p>	<p>[INSERT ANY EXCLUDED REPERTOIRE]</p>	<p>UK & REPUBLIC OF IRELAND/ EUROPE/ WORLD</p> <p>(delete as applicable)</p>	<p>..... Date (D/M/YYYY)</p>	<p>..... Name</p> <p>..... Position with Publisher</p>

Schedule 2

EXCLUDED REPERTOIRE LIST:

Please identify by i) PRS tunecode or ii) by writer or iii) by company

ANNEX

TERMS OF RELEVANT LICENCE SCHEME(S)