

# Music Licences & Copyright

 *The copyright guidance presented here is for general information only and does not constitute legal advice. The University accepts no liability for any errors, omissions, or misleading statements in these pages, or for any loss which may arise from reliance on materials contained in these pages. If you need legal advice, please consult a lawyer.*

 **General information regarding the licences that the University holds for academic & research purposes** is available via the link. There are separate licences for extracts of text/still images, off-air recordings & DVD content, copying of newspaper content etc.

**The University does not hold any other copyright licences for the whole institution.** Colleges, departments and student societies may need to make their own arrangements to license activities which would otherwise infringe copyright.

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Before using or broadcasting any music or video/film content in a public environment you should ensure that you have either obtained the permission to use it, or have followed the appropriate requirements to use it.

In a University context, 'public environment' can be defined as a Public or Open Lecture, or an event which is transmitted online (either via Zoom or Youtube for example).

The University does not hold a PRS/PPL licence - now called TheMusicLicence. It is for users to obtain this themselves if appropriate to their event.

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Case Studies

**An Open Lecture for members of the public, held on campus**

The Open Lecture will have been advertised publicly and the audience will therefore include members of the public.

The presenter should ensure that any text, images or musical content they use is covered by the appropriate license or permission.

Just because the event is held on campus and has 'educational content' does not mean the content is covered by any licences the University holds.

Copyright can be acknowledged at the time of use - i.e. displayed on a presentation slide with the copyrighted material, however this does not replace the requirement to have the correct licence in place.

It is for the author of the presentation to ensure they have permission and licences to use any copyrighted material.

**A Conference for registered delegates, streamed live via Youtube**

The nature of a conference where delegates have to register in a private capacity means that there can be an assumption that no members of the public are present.

However, a conference audience would still be considered as 'public broadcast' and as such the organiser should arrange a [MusicLicence](#) to respect the copyright holders work if (for example) music is used between presenters etc.

If part of the event is streamed live via Youtube, this is broadcasting the content and the nature of the audience is no longer relevant. If the Youtube channel is monetized, then the organiser will be making money by broadcasting copyrighted content.

This requires licensing or may be forbidden, and Youtube may block content or close the channel/account if not adhered to according to it's terms & conditions of use. Even if licenses and permissions have been obtained, Youtube may not allow broadcasting of some content.

**A Departmental event where the audience is comprised of students & academics**

There could be the assumption for such an event that all material used is covered by the CLA Higher Education or [ERA Licence](#), since it is specifically an educational event.

Material should be checked to ascertain that it is covered in advance and it should be noted that the University does not hold any institutional licences for playing [music](#) or [films](#) and licences may still be required for extra-curricular events.

**Further Information**

#### Further Information at the University

Advice covering copyright and licences: <https://www.york.ac.uk/records-management/copyright/>

#### Zoom Terms & Conditions

Below is an extract of Zoom's usage terms - it should be noted that transmitting content without the appropriate licence would impact on the entire University's account with Zoom, and not just the individual user at the time of any infringement.

#### Section 3b Your Content

You agree that You are solely responsible for the content ("Content") sent or transmitted by You or displayed or uploaded by You in using the Services and for compliance with all Laws pertaining to the Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that You have the right to upload the Content to Zoom and that such use does not violate or infringe on any rights of any third party.

#### Other links

<https://www.gov.uk/licence-to-play-live-or-recorded-music>

<https://www.cla.co.uk/>

<https://www.filmbankmedia.com/licences/>

<https://www.dacs.org.uk/licensing-works>