FREQUENTLY ASKED QUESTION
CAN I PLAY MUSIC CDS AT MY STUDENTS’ END OF YEAR EXHIBITION?

The first key factor in determining whether music can be played as part of the exhibition is whether or not the purpose of the exhibition is for educational purposes, or falls within the definition of university event as determined by the Music Licence.

DEFINITIONS

Educational Purposes means the sole purpose of using in connection with a particular course of instruction or course of study and/or research of the participating University, including the necessary administration and assessment of that course of instruction or study, but not including commercial activities and commercial research.

University Event means an event at the participating University (or some other venue) organised or authorised by the participating University including live musical performances by Students or Staff.

s2.1 (g) of the Music Licence allows for the performance of APRA works and PPCA sound recordings at university events. If the purpose of playing the musical works falls within either of the above definitions, you must then ensure that the works to be played are APRA works or PPCA sound recordings. You can do this by searching in the catalogues listed below.

Catalogue Search

ARPA works can be found in the following catalogue: Catalogue Search: http://www.apra.com.au/cms/worksearch/worksearch.srvlt


In the event you are unable to locate the musical work you wish to use, please contact RMIT Music Licence Coordinator for assistance [anne.lennox@rmit.edu.au] or 58064

The Guide to University Events provides detailed information on the performance of musical works for educational purposes or as part of a university event. Please read the guide carefully before performing musical works. http://www.rmit.edu.au/copyright/music_licence

The second key factor of the Music Licence is to ensure that the following licence requirements are met. The following acts are expressly prohibited under the licence as a user of this licence you must not undertake or direct others to undertake the following:

- The performance right excludes the playing/performance of musical works where the venue has been hired to a third party, or staff member or student for a purpose that is not deemed to be educational or a university event.

- A fee cannot be charged for the performance.

- The licence excludes the performance of a Grand Right Work in its entirety.

- The licence excludes the performance of a Choral work of more than 20 minutes in duration.

- The licence excludes the performance of an Opera, musical play, ballet, review or pantomime in its entirety.
• The licence excludes the performance of a work in whole or part in a dramatic context.

• The licence excludes the performance of any musical work or associated words as to burlesque or parody the work.

• The licence excludes the performance of any musical work or sound recording with any new or substituted lyrics.

• Recordings used must not be made from copies of works that would be considered an illegal or pirate copy of a work.

• Musical works downloaded from online music sites are prohibited from use. Online music sites provide a contract between the user of the site [you] and the distributor of the music [music site owner]. This contract is binding between yourself and the music distributor. The contract for the online music site will prohibit you from using musical works under this licence. The contract for the online music site is a contract between you and the music site, not the University and the music site. The Music Licence is between the University and the Music Societies. All musical works used must be obtained lawfully.

**GETTING ADVICE**

The Copyright Management Service is a University Wide advice and permissions service for RMIT Staff. The Service provides copyright advice and permission seeking services to all RMIT Staff.

[contact information]

[link to service]

[additional information]