

**[DRAFT] CONTRACT**

This Agreement is made on [date] between:

* The Performing Right Society Foundation, a company limited by guarantee under Company Number 03901665, registered charity number 1080837, of 2 Pancras Square, London N1C 4AG (the “Foundation”); and
* Hull UK City of Culture 2017 Limited, a company limited by guarantee under company number 9106231, (registered charity number 1162199) of 40 High Street, Pacific Exchange, Hull HU1 1PS (“Hull City of Culture”).

PRS for Music Foundation and Hull City of Culture, together (“the Parties”).

1. **BACKGROUND**
   1. This Agreement sets out the terms upon which PRS for Music Foundation (the “Foundation”) will contract Hull City of Culture to produce and market the New Music Biennial weekend in 2017 and administer the contracts, travel, accommodation and sub licensing of Minute of Listening software application associated with the New Music Biennial Composer Residencies.
   2. The Agreement furthermore outlines the aims, details, timescale, financial arrangements, accreditation, personnel involved and evaluation/documentation for the New Music Biennial Weekend.
   3. The Foundation and Hull City of Culture enter into this agreement in a spirit of collaborative working, agreeing to share information, workload and finance as laid out in this Agreement. Any variation in either Party’s commitment to the collaboration should be agreed in writing. Any concerns or queries should be brought to the attention of the other Party immediately in order to facilitate good practice and effective project management.
2. **PROJECT SUMMARY**
   1. New Music Biennial (NMB) is a festival which takes place every two years, in London and one other UK city with the aim of reaching new audiences for new music. 20 new pieces of music by outstanding UK composers are programmed across one weekend in each city. All of the music is broadcast on BBC Radio 3, all events are free and where possible audiences have the chance to meet and interact with the featured composers and attend performances across a broad range of indoor and outdoor venues. In 2017, the NMB weekend festival will take place in Hull from 30th June to 2nd July 2017 as part of City of Culture 2017 and at the Southbank Centre, London from 7th to 9th July 2017.
   2. So that as many people as possible in Hull can benefit from this unique new music programme, a programme of associated composer residencies and bespoke listening activities in schools will take place in Hull between September 2016 and April 2018.
   3. This agreement relates to the production of the NMB festival weekend, the delivery of the five composer residencies which have been initiated by the Foundation with funds from Paul Hamlyn Foundation, the sub- licensing of Minute of Listening to participating composers and collaboration with evaluators at Hull University.
3. **AIMS OF THE PARTNERSHIP/PROJECT**
   1. To successfully deliver the NMB weekend in Hull in July 2017, engaging a broad range of audiences across different spaces throughout the city.
   2. To extend and strengthen the impact of the Foundation’s NMB programme in Hull by facilitating five composer residencies in a range of community settings and giving them a platform for performing within the NMB weekend.
   3. To introduce local communities to the work of NMB composers whose music they will be able to discover as part of NMB festival weekend in July 2017.
   4. To give a broad range of people in Hull the chance to participate in creative music making with the NMB composers.
   5. To enable the 5 composers leading residencies and University students undertaking CPD on the residencies to use Sound and Music’s Minute of Listening software application as part of their community engagement work, including through workshops with local communities and music groups.
   6. To contribute to the legacy of City of Culture in Hull by building capacity and networks of participating local organisations and music leaders and by generating learning/case studies for the development of best practice in arts engagement.

It is agreed as follows:

1. **KEY TERMS, DEFINITIONS AND INTERPRETATION**
   1. The Schedules form part of this Agreement.
   2. New Music Biennial (NMB) refers to the festival weekends and residencies initiated by the Foundation, as described at clause 2.1 above.
   3. Sound and Music is a new music agency which is licensing to the Foundation an NMB edition of its Minute of Listening software application for use in schools and composer residencies as part of the NMB programme in Hull.
   4. The Audience Agency is an independent consultancy to be appointed by the Foundation to evaluate and report on audiences attending the NMB weekend in July 2017.
2. **ROLES AND RESPONSIBILITIES**
   1. Hull City of Culture will:

* Comply with its obligations under this Agreement in relation to the NMB weekends and residencies, as covered by this Agreement (detailed further in Schedule 1).
* Work to the timescale and budget outlined in Schedule 2.
* Collaborate with Hull University and the Audiences Agency in the evaluation and research into the composer residencies’ use of the Minute of Listening programme in Hull and audience engagement of the NMB weekend in July 2017.
* This Agreement also includes conditions relating to the licence from the Foundation (on behalf of Sound and Music) for use of Minute of Listening in the composer residencies (see Schedule 3). Hull City of Culture will ensure that Licenced Users (composers and music leaders) have received, agreed to and abide by the Terms of Use set out in Schedule 3. Hull City of Culture will provide Sound and Music with copies of the Terms of Use signed by Licenced Users.
* Hull City of Culture will send the Terms of Use signed by the Licenced Users to Judith Robinson, The Organisation for New Music and Sound, 3rd Floor, South Wing, Somerset House, Strand, London, WC2R 1LA.
  1. The Foundation will:
* Provide Hull City of Culture with an agreed proportion of its grant from Paul Hamlyn Foundation (PHF), as specified in Schedule 2, to cover the agreed delivery activity and be responsible for coordinating funding reports to PHF.
* Be responsible to Sound and Music for Hull City of Culture’s fulfilling the terms of the licence granted under the Minute of Listening agreement (Schedule 3).
* Work to the timescale outlined in Schedule 2.
* Ensure that contractual agreements are in place with all NMB partners (BBC Radio 3, Southbank Centre, City of Culture, Hull University, Audience Agency) as well as Producer Jenny Harris and Residency facilitator James Redwood.

1. **RELEASE OF FUNDS**
   1. The funds to be released by the Foundation to Hull City of Culture are set out in Schedule 2 and must be ring fenced for the items listed.
   2. The Foundation will grant funds to Hull City of Culture according to the timetable outlined in Schedule 2.
   3. It is a requirement of this Agreement that the project’s finances are managed with sound and adequate financial systems. In signing this Agreement, you are confirming that you have suitable systems and skilled and competent personnel in place to manage this project.
   4. In procuring goods and services, you must demonstrate best practice, with a clear remit to obtain value for money. You must carry out your business in compliance with all relevant legislation and regulations, in particular in connection with the employment of staff, health and safety, disability discrimination, equal opportunities, human rights, environmental law, copyright, data protection and child protection. You are also responsible for obtaining any licences, permissions and insurances that are necessary and required by law.
2. **Other costs**
   1. Beyond the costs covered by the funds released by the Foundation as outlined in Schedule 2, Hull City of Culture will be responsible for covering the following costs: staff required to manage the composer residencies and to produce the NMB weekend; all production and technical costs not covered by the NMB grants to participating commissioning organisations and which have been agreed in writing by Hull City of Culture ; all marketing costs of the NMB weekend in Hull and any other costs relating to activities outlined in Schedule 1 not covered by the budget presented in Schedule 2.
   2. The Foundation will be responsible for covering the following costs: commission/performance/other costs as outlined in the budgets submitted by each of the 20 organisations/composers when they applied for the NMB opportunity, freelance Producer/Leader fees (Jenny Harris and James Redwood), the Foundation staff including Project Manager and Communications Manager and evaluations led by Hull University.
3. **COMMUNICATIONS, PUBLICITY, BRANDING AND CREDITING**
   1. Hull City of Culture and the Foundation agree to work together in raising wider public profile of the activity covered under the Agreement.
   2. It is envisaged that the Foundation will lead and coordinate the communications strategy and that Hull City of Culture and the Foundation will collaborate on all aspects including any media activity and public facing campaign which is to be mutually agreed between the parties in writing in advance.
   3. All Hull City of Culture communications material regarding the project, including any print/press releases/digital coverage of the NMB weekend/residencies or Minute of Listening must follow the crediting guidelines attached in Schedule 4 and be signed off by a representative of the Foundation (Liam McMahon, Communications Manager).
   4. All the Foundation’s communications material regarding the project must be signed off by a representative of Hull City of Culture to be nominated by Hull City of Culture.
   5. The logos set out in Schedule 4 to this Agreement (which may be updated from time to time) should, where reasonably practicable, be used by Hull City of Culture in all communications about the NMB programme.

8.6 The following statement should be used in all communications about New Music Biennial and Residency programme:

The PRS for Music Foundation’s New Music Biennial and residency programme is generously supported by Hull UK City of Culture, Paul Hamlyn Foundation, BBC Radio 3, Southbank Centre, Arts Council England, Arts Council of Wales, Creative Scotland, Arts Council Northern Ireland, The John S Cohen Foundation, the Jerwood Charitable Foundation, The Finzi Trust, RVW Trust and The Bliss Trust.

8.7 The following statement should be used in all communications about the New Music Biennial Minute of Listening programme:

The New Music Biennial Minute of Listening programme is delivered by Sound and Music in partnership with PRS for Music Foundation and is generously supported by Paul Hamlyn Foundation.

See Schedule 4 for more details.

**9 CONFIDENTIALITY**

* 1. Each party undertakes that it shall not at any time during this Agreement, disclose to any person any information disclosed under this Agreement which is marked as confidential or by its nature reasonably should be deemed to be confidential (‘Confidential Information’).
  2. Neither party will disclose for a period of five years after expiry of this agreement nor use for any purpose except carrying out the project or as permitted by this agreement any confidential details of this agreement (other than to its staff on a need-to-know basis).
  3. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

1. **DATA PROTECTION**

10.1 Each party agrees and undertakes that, should it be necessary to process any personal data in connection with the exercise of its rights and/or the performance of its obligations under this Agreement, it will comply/act in accordance with, and take any action required by the other Party to ensure compliance with, the provisions of any data protection legislation having the force of law in England (including, the Data Protection 1998) including taking any technical and organisational procedures and measures necessary to ensure the security of any personal data. Any personal data provided to one Party by the other in connection with the Agreement shall be processed solely for the purposes of this Agreement.

1. **INTELLECTUAL PROPERTY RIGHTS**
   1. Ownership of rights relating to the Minute of Listening soundpacks are detailed in Schedule 3.
   2. Hull City of Culture grants the Foundation a non-exclusive, perpetual, royalty-free licence to use any content which it is itself licensed to use, including but not limited to audio and audio-visual recordings, created by Hull City of Culture in relation to NMB or the residencies.
   3. Foundation grants Hull City of Culture a non-exclusive, perpetual, royalty-free licence to use any content which it is itself licensed to use, including but not limited to audio and audio-visual recordings of the 20 pieces of music being commissioned by the Foundation.
2. **LIABILITY, INDEMNITY AND INSURANCE**
   1. Each Party is responsible for all costs, expenses and liabilities arising out of the performance of its obligations set out in this Agreement.
   2. Both Parties will arrange appropriate and adequate employer’s liability insurance in compliance with its statutory obligations and public liability insurance which will have a limit of cover per occurrence of no less than five million pounds sterling (£5,000,000). This insurance shall be from a reputable insurance company and with a scope of cover appropriate to its obligations under this Agreement, such insurance to be maintained throughout the entire term of this Agreement.
   3. Neither Party shall be liable to the other for any loss of profits, revenues and/or business, loss of contract, anticipated savings, in each case, whether or not in the contemplation of the Parties at the time of entering into this Agreement.
   4. Neither Party shall be liable for any consequential or indirect loss of the other Party.
   5. Each Party’s total liability under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise shall be limited to five hundred thousand pounds sterling (£500,000).
   6. Nothing in this Agreement excludes or limits either Party’s liability for death or personal injury caused by that party’s negligence or wilful default or fraud.
   7. Both Parties shall indemnify and keep indemnified the other and hold the other harmless from and against all costs and expenses (including external legal costs), losses and liabilities which the other Party may incur as a result of

any claims from third parties made as a result of the indemnifying Party’s acts or omissions (including relating to infringement of any intellectual property right supplied under or used in connection with this Agreement).

* 1. Hull City of Culture agrees to indemnify PRSF against all claims, liabilities and expenses arising out of any third party claims made against PRSF arising from:
     1. any use by Hull City of Culture or Licenced Users of the Soundpacks other than as permitted under this Agreement;
     2. any breach by Hull City of Culture of this Agreement.
  2. PRSF will indemnify Hull City of Culture for any claim it receives from a third party (including Licenced Users) arising from breach of the warranty set out in clause 13.1.3 below.
  3. Neither Party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event outside of the Parties’ reasonable control such as cancellation of an event or performance

1. **PRS FOR MUSIC FOUNDATION WARRANTIES**

13.1 The Foundation warrants that:

13.1.1 it has the power and authority to enter into this Agreement and to perform its obligations under it; and

13.1.2 it will follow all reasonable instructions from Hull City of Council in respect of the NMB and the residencies;

13.1.3 the Soundpacks, Supporting Materials and Application do not infringe the rights of any third party.

13.2 Hull City of Culture warrants that:

13.2.1 it has the power and authority to enter into this Agreement and to perform its obligations under it;

13.2.2 it will follow all reasonable instructions from the Foundation in respect of the NMB and the residencies; and

13.2.3 it and any sub-contractors shall comply with all laws, statutes, regulations and codes, including but not limited to those relating to anti-bribery and anti-corruption as may be updated from time to time, including but not limited to the UK Bribery Act 2010.

1. **RESOLVING DISPUTES**
   1. If there is a disagreement between the Parties on the interpretation of this Agreement or any aspect of the performance of this Agreement by either Party, or its obligations under this Agreement, the Parties will, within 10 days of receipt of a written request from either Party to the other, meet in good faith and try to resolve the disagreement without recourse to legal proceedings
   2. If resolution does not occur within 7 days after meeting, the matter will be escalated for determination by the Chief Executive of Hull City of Culture (Martin Green) and the Executive Director, PRS for Music Foundation (Vanessa Reed) to resolve the matter
   3. Nothing in this Clause 14 restricts either Party’s freedom to seek urgent relief to preserve a legal right or remedy, or to protect a proprietary or trade secret right.
2. **TERMINATION**

Either Party may terminate this Agreement immediately:

* + 1. If either Party ceases to exist in which case, that Party will notify the other Party of this occurrence or its likely occurrence as soon as is reasonably practicable;
    2. On written notice to the other if the other Party commits a material breach of the Agreement which is irremediable or, where capable of remedy, is not remedied within fifteen (15) Working Days of receiving written notice of the breach (unless an alternative time within which to remedy a specific breach is agreed by the Parties in writing).
  1. If you break any of these terms and conditions, we may, in our absolute discretion:
     1. require you to pay back all or part of the grant (regardless of how much you may have already spent); and/or
     2. stop any future payments; and/or
     3. end this agreement immediately.

1. **GENERAL**
   1. No variation of this Agreement will be valid unless it is in writing and signed by or on behalf of both parties.
   2. This agreement supersedes and extinguishes any prior agreements, representations, warranties and arrangements relating to the residencies/minute of listening.
   3. Nothing in this Agreement is intended to establish any partnership or joint venture or merger between the parties or make either party the agent of other or enter into any commitment for the other, except as expressly provided in this Agreement.
   4. Except as provided in this Agreement and the Terms of Use, no person shall have any rights under the Contract (Rights of Third Parties) Act 1999.
   5. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. In the event that any dispute cannot be resolved between the Parties, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME]

for and on behalf of [The Foundation].......................................

[Director/Other Authorised Signatory]

Signed by [NAME]

for and on behalf of HULL UK CITY OF CULTURE 2017 LTD

.......................................

[Director/Other Authorised Signatory]

# SCHEDULE 1

DELIVERABLES

1. Relationship Management

Lead contacts:

**Vanessa Reed**, Executive Director, PRS for Music Foundation

020 3741 4746 [Vanessa@prsformusicfoundation.com](mailto:Vanessa@prsformusicfoundation.com)

**Jenny Harris**, Executive Producer of New Music Biennial residencies and Minute of Listening programme, employed on a freelance basis by PRS for Music Foundation

07505 127631 [jenny@jennyharrisuk.com](mailto:jenny@jennyharrisuk.com)

**Naomi Belshaw**, Project Manager, PRS for Music Foundation

[naomi@prsformusicfoundation.com](mailto:naomi@prsformusicfoundation.com)

**Liam McMahon**, Communications Manager, PRS for Music Foundation

020 3741 4741 [liam@prsformusicfoundation.com](mailto:liam@prsformusicfoundation.com)

**Sam Hunt**, Executive Producer, Hull UK City of Culture 2017 Ltd

[insert phone number] Sam.Hunt@hull2017.co.uk

**Clare Drury,** Assistant Producer (Composer Residencies),

01482 616210 [clare.drury@hullcc.gov.uk](mailto:clare.drury@hullcc.gov.uk)

**Martin Akinson**, Assistant Producer (NMB Weekend)

Tel, martin.arkinson@hull2017.co.uk

**Ben McKnight**, [insert title COMMS person],

[insert phone number], [insert email address]

Ben.Mcknight@hull2017.co.uk

**2. Ways of Working**

Hull City of Culture and the Foundation agree to support each other in delivering a successful collaboration specifically through the following activity:

* Project meetings/conference calls/Skype meetings regularly and as required for the duration of this Agreement between the contacts listed above.
* Joint participation in the NMB steering group meetings to reconvene as of September 2016
* Agreeing a communications strategy for all aspects of the project
* Agreeing a production plan for the NMB weekend in July 2017 including BBC Radio 3 broadcasts and integration of composer residency outcomes within the NMB programme of new music
* Joint participation in the composer gatherings scheduled for London, Aldeburgh and Hull
* Agreeing an evaluation framework and its delivery, as outlined below under “Deliverables”

2. Key deliverables

Hull City of Culture will be responsible for the delivery of the following activities, which are outlined in more detail below:

* Administration & coordination of the five Composer residencies in consultation with Producer Jenny Harris.
* Administration & co-ordination of the Hull University student placements and CPD programme with James Redwood as part of the composer residencies, including legacy event in 2018
* Production and marketing of the NMB weekend in Hull in July 2017 in consultation with Naomi Belshaw (the Foundation), and the Southbank Centre
* Integration of selected material from the composer residency outputs within the NMB weekend in Hull, in consultation with Jenny Harris and James Redwood
* Hull City of Culture shall ensure that Minute of Listening is used by composers and local music leaders involved in NMB residencies in accordance with the Terms of Use set by Sound and Music (further details in Schedule 3)
* Cooperation with Hull University on the evaluation of Minute of Listening in schools and residency settings.

NMB Weekend July 2017

* Hull City of Culture will be responsible for delivery of all actions outlined in the timescales included in Schedule 2 and in accordance with the budget attached.
* All NMB performances will be free.
* The pieces will be programmed across a range of different spaces including outdoor spaces to maximise public engagement.
* Hull City of Culture will be responsible for all marketing of the weekend including appropriate signage, posters, flyers and programmes.
* Hull City of Culture will gather all necessary technical information from the commissioning groups in a timely manner.
* Hull City of Culture will work with BBC Radio 3 to ensure best practice in relation to recordings and broadcast of NMB programme from Hull.
* Hull City of Culture will liaise with the Foundation and BBC Radio regarding presenters appointed to help introduce the programme to audiences and/or on air.

NMB Composer Residencies

* Hull City of Culture will be responsible for all contracts with composers and music leaders for the residency activity (including use of Minute of Listening).
* Hull City of Culture will administer payments of travel/accommodation in accordance with receipts submitted by participating composers/musicians.
* Hull City of Culture will be responsible for programming culmination of composer residencies within the NMB weekend and a mass Minute of Listening event in collaboration with James Redwood.
* Hull City of Culture will work with composers to identify suitable communities or geographical areas for each residency, and make introductions where necessary to help promote the residency opportunities to relevant local communities and act as the local point of contact for the participating composers.

Sub-licensing of Minute of Listening

See schedule 3

Evaluations

* Hull City of Culture will collaborate and help facilitate activities relating to the evaluation of the residencies and their use of Minute of Listening led by Hull University.
* Hull City of Culture will ensure that the Hull University evaluation feeds into and forms part of Hull City of Culture’s own evaluation
* Hull City of Culture will also ensure necessary provision for the Audience Agency appointed by the Foundation to undertake field work at the NMB weekend.

**SCHEDULE 2**

# COSTS and Project Timescale

# RELEASE OF FUNDS

The Foundation is awarding Hull City of Culture a grant of up to £130,600 as outlined in the budget presented below. The funds should not be used for any other purposes than those outlined in the budget without written consent from the Foundation. Any savings made to travel and accommodation shall be ring-fenced by Hull City of Culture and should be reallocated to support documentation/legacy activities in Year 2 (2017/18)

Funding will be released on submission of invoices from Hull City of Culture 2017 according to the following milestones:

* Payment 1, £50,000 on signing this agreement: to cover first instalments of Composer residency fees and local music leader fees and travel/accommodation costs incurred in that period.
* Payment 2, March 2017: in accordance with financial report on monies spent and submission of invoice detailing any additional costs incurred beyond the £50 000 allocated and any estimated costs for March-July 2017.
* Payment 3, August 2017: further to financial report on monies spent (March – August 2017) and submission of invoice detailing any additional costs incurred and/or any estimated costs for Sep 2017- March 2018.



# Timescale[[1]](#footnote-1)

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Action** | **Lead** | **Assure** |
| By 30 September 2016 | Hull City of Culture signs off contracts with 5 residency composers | CoC | PRSF |
| By 12 Sep 2016 | Composer residencies confirmed and  announced to press; comms/marketing  plan/logo agreed | PRSF | CoC |
| By 5th Dec 2016 | Production plan for each NMB piece is  confirmed between each of the 20  commissioning bodies and Hull City of  Culture 2017 | CoC | PRSF |
| October 2016 | SAM Minute of Listening Soundpack 1 is launched; | SAM | CoC |
| Oct 2016-June 2017 | Residency activity takes place | CoC | PRSF |
| 4 November 2016 – 2 July 2017 | Student leaders recruited and CPD activity takes place with James Redwood | CoC | PRSF |
| 30June-2 July 2017 | NMB weekend festival is delivered by Hull City of Culture 2017 in Hull  Mass Minute of Listening workshop(s) delivered at the Hull City of Culture NMB Festival (first weekend of July); overseen with help of James Redwood and composer residencies | CoC | PRSF |
| September 2017 | *Audience Agency Evaluation is completed*  *and submitted to the Foundation and Hull City of*  *Culture 2017; interim report submitted by*  *The Foundation to PHF* | PRSF | CoC |
| October 2017-June 2018 | Residencies continue with student music  leaders, mentored by James Redwood | CoC | PRSF |
| October 2017 | SAM Minute of Listening Soundpack 2 is launched; community leaders are trained to use it | SAM | SAM |
| *December 2017* | *Hull University release final evaluation report* | PRSF | CoC |
| March 2018 | *Sharing event to take place in Hull on*  *participant and audience engagement*  *outcomes in schools and residencies*  *Inclusion of performances involving*  *student NMB composers subject to*  *progress/feasibility and* overseen  by Jenny Harris/James Redwood. To take  place in conjunction with Hull City of  Culture legacy programme | PRSF | CoC |
| September 2018 | Final evaluation produced for Paul Hamlyn  Foundation | PRSF | CoC |

**SCHEDULE 3**

# Details of Soundpacks Sub-licensed by PRS Foundation to HULL City of Culture 2017:

Soundpack 1:

30 minutes drawn from the NMB composers plus other music and sound created by local composers/sound artists, plus 30 minutes drawn from existing Minute of Listening content.

Soundpack 2:

60 minutes drawn from the NMB composers including the commissioned NMB pieces, community projects, local school activity, students’ field recordings etc.

# Terms of Use

For distribution by Hull City of Culture to Licenced Users (the composers and local community music leaders)

Introduction

1. Sound and Music will send the Soundpacks to Hull City of Culture who will distribute the Soundpacks to the Licenced Users, using email and postal addresses provided by Hull City of Culture.
2. These Terms and Conditions apply to your use of each Soundpack brought to you by Sound and Music located at 3rd Floor, South Wing, Somerset House, London WC2R 1LA, Registered Charity 1124609. References to “**we**”, “**our**” and “**us**” are references to Sound and Music and references to “**you**” is to the Licenced User to whom the right to us the Soundpack(s) have been granted via PRS for Music Foundation and Hull City of Culture.
3. The whole agreement between you and us is set out in these Terms and Conditions (these **Terms of Use**) and our Privacy Policy on [www.minuteoflistening.org](http://www.minuteoflistening.org). Where you are accessing the Soundpacks and related materials via an agreement between us and PRS for Music Foundation these Terms of Use prevail over the similar conditions on our Website [www.minuteoflistening.org](http://www.minuteoflistening.org) as they have been tailored for use in this specific context.
4. Each Soundpack is a series of one minute recordings that are designed to be used in schools and other educational settings. We have created the Soundpacks and have permission from the owners of the rights in the music or other sounds to make them available to you on and subject to these Terms of Use and for the purposes that we set out below.
5. In order to make use of the Soundpacks, you will need to supply an email and postal address to Hull City of Culture, who will share it with PRS Foundation and Sound and Music. We will then send the Soundpacks directly to Hull City of Culture who will distribute the Soundpack to you. We will use your email address to communicate with you about the Soundpacks and Application and any other related information, but not for any other purpose without your consent.

Your right to use the Soundpack

1. The Application and the Soundpacks are licensed and not sold to you. That means that we give you permission to have the Application and Soundpacks on your computer system and use it to prepare and deliver education and engagement sessions but not for anything else.
2. You may use the Application and Soundpacks until 31 March 2020.
3. On or before that date, you must delete the Application and Soundpacks from your computer system and let us know at [education@soundandmusic.org](mailto:education@soundandmusic.org) and confirm to PRS for Music Foundation that you have done so by emailing Naomi@prsfor musicfoundation.com.
4. You may not copy the Soundpacks or send any of them to anyone else outside your computer system. This is very important because much of the material on the Soundpacks has been created by other people such as composers and performers who own the right to use, distribute, broadcast or copy it. They lose out on their ability to make a living from their work if their rights are not respected.
5. Only you (and other colleagues in your organisation, if you have them) may use the Application and Soundpacks and you may not give permission to anyone else to do so.
6. You may only use the Application and Soundpacks in educational settings, including adult education and community settings.
7. You agree that we can send someone to your premises to check that you have deleted the Application and Soundpacks as you have agreed to do in paragraph 8.
8. All copyright, trade marks and other intellectual property rights in the Application and the Soundpacks belong to us or to people who have given us permission to use it as we have set out in these terms and conditions. You will not obtain any such rights as a result of accessing or using the Application or the Soundpacks.
9. Hull City of Culture warrants that the Soundpacks, Supporting Materials and Application do not infringe the rights of any third party
10. Hull City of Culture will indemnify the Licensed User for any claim it receives from a third party arising from breach of the warranty set out in clause 14 above.
11. The Licenced User agrees to indemnify Hull City of Culture against all claims, liabilities and expenses arising out of any third party claims made against Hull City of Culture arising from any use by the Licenced User of the Soundpacks other than as permitted under these Terms of Use;

Payment

1. Where you are accessing the Soundpacks via an agreement between PRS for Music Foundation and Sound and Music, the licence fee for your use of the Application and the Soundpacks during the period referred to in paragraph 7 above will have been paid to us by PRS for Music Foundation.
2. PRS for Music Foundation and/or Hull City of Culture will provide you with any other information you need in connection with use of Soundpacks.
3. Your licence to use the Soundpacks is confirmed as soon as you have received the first Soundpack from Sound and Music.

Technology Limitations

1. We will make reasonable efforts to keep the Application and the Soundpacks operational during the period of the licence. However, technical difficulties or maintenance may, from time to time, result in temporary interruptions.
2. We will provide technical support for the Application and the Soundpacks for the duration of the licence granted under these Terms of Use. Technical support contact details are available via the Website and in the Teachers pack (downloadable from the Website [www.minuteoflistening.org](http://www.minuteoflistening.org)). We will try to provide a response to you within two working days.
3. We try to provide you with the best service that we can, but you agree that your use of the Soundpacks and Application or any services provided via the Website is at your own risk. We do not promise that the Application or the Soundpack will be free from loss, corruption, viruses, interferences, hacking or other security intrusions and we will not be liable to you in relation to any of them.
4. You are responsible for ensuring that the Application and the Soundpacks are in a format that is supported by your computer system. If you require any technical support with Soundpacks and Application we send you, please contact us via the technical support details on the Minute of Listening website [www.minuteoflistening.org](http://www.minuteoflistening.org).

How long do your rights last?

1. These Terms of Use last until 31 March 2020.
2. You may close your account at any time, for any reason, by contacting us at [education@soundandmusic.org](mailto:education@soundandmusic.org) and Naomi@prsformusicfoundation.com. This will mean that you no longer have the right to use the Application or the Soundpacks
3. If you break any of the above Terms of Use, we may end your permission to use the Application and Soundpacks.

Complaints

1. If you have any complaints about the Application or the Soundpacks, please email us at [education@soundandmusic.org](mailto:education@soundandmusic.org) and notify PRS for Music by emailing naomi@prsformusicfoundation.com.

Governing Law

1. These Terms of Use are subject to English law and if there is any dispute relating to them that cannot be resolved between us it must be referred to the English courts.

|  |  |
| --- | --- |
| Signed by [NAME]  for and on behalf of **Hull City of Culture** | .......................................  [Director/Other Authorised Signatory] |
| Signed by [NAME]  for and on behalf of [LICENSED USER] | .......................................  [Director/Other Authorised Signatory] |

**SCHEDULE 4**

**ease note crediting information is subject to change.**

**Crediting and Press Guidelines for New Music Biennial** **2017**

# Crediting New Music Biennial’s funders and partners

You **must** use the correct funder lock-up on:

* **Your website**
* **Concert programmes/ brochures**
* **Flyers/ Posters**
* **Any other printed material**

1. ***For the New Music Biennial Festival weekends***



You can download this from our website [here](http://www.prsformusicfoundation.com/wp-content/uploads/2016/08/NMB-2017-lock-up-HR-v5.jpg).

1. ***For the New Music Biennial Composer residencies and minute of listening only:***

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You can download this from our website [here](http://www.prsformusicfoundation.com/wp-content/uploads/2016/08/NMB-Residency-and-MoL-lock-up-v2.jpg).

And include a link to [www.newmusicbiennial.co.uk](http://www.newmusicbiennial.co.uk)

Please hyperlink the lock-up image to our funders and patrons page on our website: <http://www.prsformusicfoundation.com/partnerships/flagship-programmes/new-music-biennial/new-music-biennial-2017/new-music-biennial-2017-funders-and-patrons/>

**If you have limited space and cannot include the logo-lock-up**, you must credit the funders and partners in text as follows:

***If you are taking part in the New Music Biennial weekends only:***

PRS for Music Foundation’s New Music Biennial is generously supported by Hull UK City of Culture, Paul Hamlyn Foundation, Arts Council England, BBC Radio 3, Southbank Centre, Arts Council of Wales, Creative Scotland, Arts Council of Northern Ireland, Cockayne, The John S Cohen Foundation, the Jerwood Charitable Foundation, The Finzi Trust, RVW Trust, The Bliss Trust and NMC Recordings. [www.newmusicbiennial.co.uk](http://www.newmusicbiennial.co.uk)

***If crediting the residencies only:***

PRS for Music Foundation’s New Music Biennial residency programme is generously supported by Hull UK City of Culture, Paul Hamlyn Foundation and Arts Council England [www.newmusicbiennial.co.uk](http://www.newmusicbiennial.co.uk)

***If crediting the Minute of Listening only:***

PRS for Music Foundation’s New Music Biennial Minute of Listening is delivered in partnership with Sound and Music and is generously supported by Paul Hamlyn Foundation, Arts Council England and PRS for Music Foundation. [www.newmusicbiennial.co.uk](http://www.newmusicbiennial.co.uk)

Crediting New Music Biennial in text/ copy

In addition to the New Music Biennial logo lock-up and hyperlink to <http://www.newmusicbiennial.co.uk> please use the text below to help promote New Music Biennial in you the main text/copy of the following:

* **Websites**
* **Facebook, Youtube (or similar) descriptions**
* **Concert programmes / brochures**
* **Flyers/ posters**
* **Any other printed materials**

***For the New Music Biennial weekends:***

PRS for Music Foundation’s **New Music Biennial** is an exciting and free new music festival which forms part of Hull 2017 UK City of Culture, presenting 20 pieces of new music across two festival weekends in Hull (30th June – 2nd July 2017) and at London’s Southbank Centre (7th – 9th July 2017). The New Music Biennial will be broadcast on BBC Radio 3.

## 

***For the residencies:***

**New Music Biennial Composer Residencies** will take place between September 2016 and March 2018 so that local communities in Hull can spend time and create music with some of the New Music Biennial’s brilliant music creators**.** These local groups and composers will come together and be part of the New Music Biennial Festival in Hull, July 2017, where they will perform a large-scale culmination piece. The Composer Residencies will continue beyond July 2017 with local student music leaders mentored by New Music Biennial composers.

**If you are unable to fit crediting on any materials/communications then please contact:** [**liam@prsformusicfoundation.com**](mailto:liam@prsformusicfoundation.com) **to ask for permission on crediting.**

***For Minute of Listening:***

**New Music Biennial Minute of Listening** is a special edition of Sound and Music’s simple digital learning tool which provides primary-aged children with the opportunity to experience 60 seconds of creative listening each day of the school year. Featuring minute-long tracks from New Music Biennial composers and sounds from Hull, the New Music Biennial Minute of Listening will run in schools between October 2017 and March 2018.

## Your website

Please create a New Music Biennial page on your website to:

* display the New Music Biennial logo lock-up and crediting in text/copy
* post news and updates about your commission/residency
* list your commission premiere, other performances, or residency
* promote the festival weekend in Hull (30th June - 2nd July 2017)
* promote the festival weekend at London’s Southbank Centre (7th – 9th July 2017)
* promote the BBC Radio 3 broadcasts and share them via BBC iPlayer.
* promote the NMC Recordings digital releases

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## Your Social Media channels

Please connect with:

* **Twitter @prsfoundation** and use the hashtag **#NMB17**
* **Facebook.com/PRSforMusicFoundation**
* **Youtube.com/PRSFmusic**

In order to effectively share and promote news about New Music Biennial composers, commissions and performances we ask all 20 commissioning organisations, along with their composers and performance groups, and partners and supporters to connect to each other’s social media channels. You can find out about all 20 New Music Biennial commissioning organisations and composers on our [website](http://www.prsformusicfoundation.com/Partnerships/Flagship-Programmes/New-Music-Biennial/Logo-and-Crediting) and at [www.newmusicbiennial.co.uk](http://www.newmusicbiennial.co.uk).

**Please link to and share New Music Biennial content from all the partners and stakeholders to ensure maximum exposure for the programme, and in all social media messaging always use #NMB17.**

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# Crediting New Music Biennial in Press Releases and speeches

In the ‘Notes to Editors’ section of your press releases about New Music Biennial premieres, performances and other news please use:

**About New Music Biennial:**

PRS for Music Foundation’s New Music Biennial and residency programme is generously supported by Hull UK City of Culture, Paul Hamlyn Foundation, Arts Council England, BBC Radio 3, Southbank Centre, Arts Council of Wales, Creative Scotland, Arts Council of Northern Ireland, Cockayne, The John S Cohen Foundation, the Jerwood Charitable Foundation, The Finzi Trust, RVW Trust, The Bliss Trust and NMC Recordings. [www.newmusicbiennial.co.uk](http://www.newmusicbiennial.co.uk)

The New Music Biennial Minute of Listening programme is delivered in partnership with Sound and Music and is generously supported by PRS Foundation and Paul Hamlyn Foundation.

**When making speeches please use the following as a guide**:

“[Name of commission] *is part of PRS Foundation’s* ***New Music Biennial****, an exciting free festival of new music by some of the UK’s leading composers. It takes place across two cities in 2017 in Hull and London’s Southbank Centre and audiences across the UK, and broadcast on BBC Radio 3.*

[Mention BBC Radio 3 broadcast date if known/relevant]

**Thanking supporters and partners in speeches:**

***Supporters to thank for the New Music Biennial weekends only:***

*PRS Foundation, Hull UK City of Culture, Paul Hamlyn Foundation, Arts Council England, BBC Radio 3, Southbank Centre and all the many partners and supporters who’ve made New Music Biennial possible. You can find out more at prsformusicfoundation.com”*

***For the residencies:***

*We’d like to take this opportunity to thank PRS Foundation, Hull UK City of Culture and Paul Hamlyn Foundation and Arts Council England for making the residencies possible. You can find out more at prsformusicfoundation.com”*

***For the Minute of Listening:***

*We’d like to take this opportunity to thank PRS Foundation, Sound and Music, Paul Hamlyn Foundation, Hull City of Culture and Arts Council England. You can find out more at prsformusicfoundation.com”*

**Please note crediting information is subject to change.**

1. COC refers to Hull City of Culture; PRSF refers to PRS for Music Foundation; SAM refers to Sound and Music. [↑](#footnote-ref-1)