UNIVERSITIES AGREEMENT

Between

The music societies whose names and addresses appear in Schedule "A" of the agreement

And

The University of Waikato

("University")

One of

The Participating Universities whose names and addresses appear in Schedule "B" of the agreement
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UNIVERSITIES AGREEMENT

This agreement is made on the  day of  2010

Between

APRA | AMCOS and PPNZ ("Licensors"); and

The University of Waikato (the “University”) one of The Participating Universities in Schedule "B" of the Agreement ("Participating Universities").

Recitals

A. The Negotiating Team represents the Participating Universities.

B. AMCOS is a collecting society whose members have appointed it to administer AMCOS’ Rights in the musical works they own or control in New Zealand.

C. APRA is a collecting society whose members have assigned to it the rights of performance in public and communication to the public of APRA Works.

D. PPNZ is a collecting society and is the non-exclusive licensee of certain rights in the PPNZ Sound Recordings.

E. The University wishes to enter into a licence on the terms of this Agreement. APRA, AMCOS and PPNZ wish to grant the University a licence on the terms of this Agreement.

1. Definitions and interpretation

1.1 Definitions

Where commencing with a capital letter:

Act means the Copyright Act 1994 together with all amendments;

Affiliated Institutions means each institution listed in Schedule E together with any educational institution providing higher and further education which, after the Commencement Date, is or becomes affiliated with and controlled or administered by the University;

Agreed Rate means the rate of interest at the overdraft rate for commercial overdrafts of $100,000 or more charged by the Bank of New Zealand Limited plus 1% calculated daily;

AMCOS Rights means the rights in New Zealand assigned or licensed to AMCOS to administer, in relation to the AMCOS Works, and to license under Clause 2.

AMCOS Works means those works in which copyright subsists in New Zealand in favour of AMCOS or which are assigned or licensed to AMCOS and in particular certain reproduction rights as licensed under Clause 2.
APRA Member means a person who has assigned to APRA the rights of public performance and communication of APRA Works;

APRA Works means those works in which Copyright exists in New Zealand in favour of APRA and in particular the rights of performance in public and communication to the public;

APRA Rights means the rights in New Zealand assigned or licensed to APRA to administer, in relation to the APRA Works, and to license under Clause 2.

Choral Work means a musical work written to be sung by a choir or other group of singers, with or without any instrumental accompaniment;

Commencement Date means 1 December 2010;

Communicate has the same meaning as in the Act;

Copy has the same meaning as in the Act;

Download means the process of making in any medium a licensed digital copy from the Internet of an APRA Work, AMCOS Work or PPNZ Work made under this agreement;

Dramatic Context means use of a work in conjunction with acting, costumes, scenic accessories and scripted dialogue or other dramatic effects but does not include the performance of a Grand Right Work;

Educational Purposes means for the purposes of teaching and research of the University and matters arising from those activities, and includes activities relating to the administration of the University, keeping of archives by the University or undertaking a University Event, providing that, in respect of each of the above, no charge is made for participation or for materials, other than on a cost recovery basis.

Enrolment means the number of students enrolled in the University during a calendar year as published annually by the Ministry of Education (or its successor) expressed in equivalent full time student (EFTS) terms and enrolled has an equivalent meaning;

Excluded PPNZ Sound Recordings means any Sound Recordings that are notified by PPNZ from time to time as being excluded from this agreement under clause 4.4;

Format is not limited to any medium and includes in relation to:

(a) Audio recordings: cassettes, compact discs, MP3 players/iPods, CD Recordable and DVD Recordable and IT system drives; and

(b) Video recordings: video cassettes in the VHS or Betamax formats, DVD Recordable and CD Recordable and IT system drives;

Grand Right Work means an opera, operetta, musical play, ballet, revue, or pantomime where it consists of words, music and directions written expressly for it;

Insolvency Event means where any party is adjudged bankrupt or in the event that any insolvency, winding up, receivership or liquidation proceedings are instituted against any party and are not dismissed within 30 days or in the event of any reorganisation either voluntary or
otherwise of any party or in the event a trustee or receiver is appointed to take over all or a substantial part of any party’s assets and is in control thereof for 15 days or more;

**Intranet** means a secure network of password protected interconnected computers accessible to students and/or staff of the University;

**Licence Fee** means the amount calculated in accordance with Clause 5;

**Licensors** means each of APRA, AMCOS and PPNZ;

**Negotiating Team** means the duly appointed representatives of the Participating Universities as notified from time to time;

**Participating University** means each university or institution of education listed in Schedule B and its Affiliated Institutions;

**PPNZ Members** means the entities who have licensed to PPNZ the rights licensed by this agreement.

**PPNZ Sound Recordings** means those works in which copyright subsists in New Zealand in favour of PPNZ or those works in which the rights assigned or licensed and in particular the rights of public performance and communication.

**Repertoire** means, in respect of each Licensor, all works or other subject matter which, from time to time, come within the scope of the grant of any licence pursuant to this Agreement;

**Sound Recording** has the same meaning as in the Act.

**Staff** means lecturers, teachers and other employees of the University involved in teaching or administration of a course of instruction at the University and their duly authorised agents operating in accordance with instructions consistent with this Agreement;

**Student** means any person enrolled by the University;

**Survey** means the survey referred to in Clause 7 of this agreement;

**Survey Data** means all data, which is collected pursuant to the Survey;

**University Event** means an event organized or authorised by one or more Participating University(ies) including live musical performances by Students or Staff or groups which include students and/or staff; and

**Works** means those works which are set out in Section 14 of the Act.

### 1.2 Presumptions of interpretation

Unless the context otherwise requires:

(a) a word which denotes the singular denotes the plural and vice versa;

(b) any other agreement or document where amended or replaced means that agreement as amended or replaced;
where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meaning;

(d) a reference to a thing or an amount is a reference to the whole and each part of it; and

(c) a person includes an individual, a body corporate, and a government.

1.3 Liability

(a) None of the Participating Universities will be jointly or severally liable for the performance by any other Participating University or party of its obligations under this agreement which will remain the responsibility of that other party alone.

(b) None of APRA, AMCOS, or PPNZ will be jointly or severally liable for the performance by any other of them of its obligations under this agreement which will remain the responsibility of that other party alone.

2. Grant of licence

2.1 Subject to the limitations set out in clauses 3 and 4, APRA, AMCOS and PPNZ grant to the University a licence to:

Public Performance and Communication

(a) Perform in public APRA Works and PPNZ Sound Recordings for its Educational Purposes.

(b) Communicate APRA Works and PPNZ Sound Recordings for its Educational Purposes.

Copying and Reproduction

(c) Make copies of AMCOS Works and/or PPNZ Sound Recordings for its Educational Purposes.

(d) Make copies incorporating AMCOS Works and PPNZ Sound Recordings for its Educational Purposes provided those recordings are:

(i) of an University Event; or

(ii) made by the Students and/or Staff for Educational Purposes and are only played at a University Event.

(e) Authorise Students or Staff of the University to make copies incorporating the public performance of AMCOS Works and PPNZ Sound Recordings performed at University Events and communicate those recordings for archival purposes or their own private use.

(f) Reproduce and combine AMCOS Works and PPNZ Sound Recordings with video or digital recordings made pursuant to clause 2.1(c), or 2.1(d) above, for its Educational Purposes.
(g) Pursuant to Section 48 of the Act, make or communicate or authorise others to make or communicate on the University’s behalf, copies of APRA Works, AMCOS Works and/or PPNZ Sound Recordings in the form of audio content embodied in communication works on the internet when the copy of the communication work embodying such works is made or communicated by or on behalf of the University or by an educational resource supplier for the Educational Purposes of the University. For the avoidance of doubt, this licence does not license the copying of audiovisual content (or the works therein) which is the subject of the University’s licence with the audiovisual content licensing body, Screenrights.

(h) Subject to clause 4.1, the University may allow Students and Staff access (including remote access for Staff and Students) via its Intranets to copies made in accordance with clause 2.1 for Educational Purposes, provided the recording (or file) displays the copyright warning in Schedule F.

3. Dealing with copies

3.1 The University may supply copies made pursuant to Clause 2 to Students or Staff and their immediate family, provided the recording (or its packaging, labeling or file heading) displays the copyright warning in Schedule F.

3.2 Advertising or promotional material, or any other matter intended to encourage the purchase, use or support of or indicate an association with particular goods or services, must not be included on any recording made under this agreement.

3.3 The University may retain a copy made under this Agreement for any of its statutory obligations or requirements provided always that access to the recording is restricted to Staff and Students, and complies with the terms of clause 4.1.

4. Limitations

4.1 The rights granted under this agreement are for Educational Purposes only.

4.2 The rights granted under this agreement, save to the extent of rights granted under any other licence or law, do not include the right to:

(a) Copy Print Musical works including digital versions of those works;

(b) Copy, communicate, transmit or perform any infringing copy of any AMCOS Work, APRA Work or PPNZ Sound Recording;

(c) Copy any cinematograph film or any literary, dramatic or artistic work (including the lyrics associated with musical works in graphic form) or any communication work, save where such is included in an APRA/AMCOS or PPNZ Work;

(d) Communicate any musical work or PPNZ Sound Recording to the public by way of radio;
(e) Make any unauthorised audio or video recordings of performances contrary to Part 9 of the Act;

(f) Make copies of AMCOS Works or PPNZ Sound Recordings;

(i) for the sole or dominant purpose of communicating these copies to the public via the internet other than for Educational Purposes (“Prohibited Use”);

(ii) available to a student or a third party for a Prohibited Use;

(g) Make a video copy of a performance of a Grand Right Work or excerpts of the performance of that work;

(h) Make a video copy of the performance of musical works and associated words composed for a ballet if that performance is accompanied by a visual representation of that ballet or excerpts of that ballet;

(i) Perform in public APRA Works and PPNZ Sound Recordings at any event or occasion where the University’s premises have been let for hire or otherwise made available to a third party (including a Student) other than for the Educational Purposes of the University. Note: in such a case, a separate public performance licence will be required by the operator/business premises owner;

(j) Perform Grand Right Works in their entirety;

(k) Perform in whole or in part any musical work in a Dramatic Context;

(l) Perform in whole or in part any music and associated words composed or used for a ballet if accompanied by a visual representation of that ballet;

(m) Perform any Choral Work of more than 20 minutes’ duration in its entirety;

(n) Perform any music and associated words so as to burlesque or parody the work; or

(o) Perform any musical work with new or substituted lyrics.

4.3 AMCOS (on behalf of AMCOS and APRA) may (and will in the case of deletions which have the effect outlined in clause 4.5) from time to time notify the Negotiating Team and the University of works that are to be added to or deleted from the scope of this agreement as a result of membership changes, and such variation shall take effect not earlier than the commencement of the semester following the semester in which the additions or deletions are notified to the Negotiating Team and University.

4.4 PPNZ will from time to time notify the Negotiating Team and the University of additions to or deletions from the PPNZ Licensors as a result of membership changes, and such variation shall take effect not earlier than the commencement of the semester following the semester in which the additions or deletions are notified one in writing. As at the Commencement Date, any Sound Recordings released by the PPNZ Licensors are licensed by PPNZ under this agreement, and no other Sound Recording is deemed to have been excluded from the scope of this agreement.

4.5 In the event that a Licensor notifies the Negotiating Team and the University, in accordance with the terms of either Clause 4.3 or 4.4, of deletions from the scope of the
agreement, deletions of Sound Recordings represented by PPNZ's Licensors then that Licensor shall, at the same time, notify the Negotiating Team and the University whether the deletion had the effect of causing that Licensor's Repertoire to fall below 95% of the Repertoire as at the Commencement Date.

4.6 In the event that a Licensor notifies the Negotiating Team and the University, in accordance with Clause 4.5, that its Repertoire has fallen below 95% of its Repertoire as at Commencement Date, then:

(a) the Licensors and the Negotiating Team (on behalf of the University) shall negotiate, in good faith, with a view to reaching agreement on a reduction in the Licence Fee; and

(b) if, after 20 working days, the Licensor and the Negotiating Team are unable to reach agreement on such reduction, the Negotiating Team shall be entitled to terminate the agreement on behalf of the University.

4.7 In the event that the Negotiating Team terminates the agreement in accordance with the terms of Clause 4.6(b), the Licensors shall reimburse the University that part of the Licence Fee, calculated pro rata, as relates to the balance of the year in which the termination occurs.

4.8 In the exercise of any right under this agreement a University must not remove any copyright management information (as that term is defined in section 226F of the Act) embodied in any work or Sound Recording unless this would otherwise be permissible under the Act.

5. Remuneration and GST

5.1 Other than in the first year in which this Agreement comes into effect, on or before the 31 March in each year during the term of this agreement, the University will advise AMCOS (on behalf of AMCOS and APRA and PPNZ) of the Enrolment at that University for the previous year.

5.2 For the initial licence period commencing on the Commencement Date until the 31st December 2010, the University must pay a Licence Fee of one twelfth of $2.50 (excluding GST) per EFTS enrolled in the preceding year no later than 30 November on receipt of a tax invoice from AMCOS.

5.3 For the balance of the licence period the licence fee will be structured as follows:

(a) For each year in the period 2011 to 2013 inclusive the licence fee shall be $2.50 (excluding GST) per EFTS per annum.

(b) From the year 2014 the licence fee shall be $2.80 (excluding GST) per EFTS per annum.

5.4 By 31 April in each year, other than 2010, during the term of this agreement, AMCOS (on behalf of APRA, AMCOS and PPNZ) will issue a tax invoice to the University stating the
Licence Fee payable to APRA, AMCOS and PPNZ for the then current calendar year and any GST payable. For the 2010 year AMCOS will issue a tax invoice on receipt of the EFTS data for 2009 from the University. The University must pay any invoice referred to in clause 5.3 in one instalment by the end of the month following that in which the invoice is issued. Subject to 5.4, in the event that any sum calculated in accordance with the provisions of section 5 of this Agreement remains outstanding at the dates prescribed in this section the University must pay interest at the Agreed Rate on the amounts outstanding.

6. Warranties and indemnities

6.1 The Licensors acknowledge that:

(a) No other New Zealand tertiary institution has been, nor will be during the Term of this Agreement, offered a licence under the Licensing Scheme on terms any more favourable than the terms of this licence;

(b) If the Licensors wish to offer another New Zealand tertiary education institution a licence on terms more favourable the Licensors will first give written notice to the Negotiating Team of those terms and the parties will seek to negotiate in good faith relevant amendments to this Agreement;

(c) If the parties are unable to reach agreement on the relevant amendments, either party may invoke the dispute resolution procedure in clause 10.

6.2 Nothing in the Agreement shall derogate from the University’s right to rely on any other provision in the Act or any other statute or right at law to copy or communicate any copyright work and to use such a copy or copies for any lawful purpose.

6.3 Each of the Licensors agrees not to bring any action, claim, demand or proceeding, nor to make any application to any court, nor to directly or indirectly encourage such action, claim, demand or proceeding by any third person, against the University or any member of Staff in respect of any activity which took place prior to the Commencement Date.

6.4 Each of APRA, AMCOS and PPNZ warrants severally to the Negotiating Team and to the University that they are authorised to enter into this agreement, to grant the licence under clause 2 and to enter into the covenants and give the undertakings and indemnities granted in this agreement.

6.5 AMCOS indemnifies the University against all damages, losses, costs and expenses, including reasonable legal fees, incurred by the University arising out of any action, claim, demand or proceeding by any AMCOS Member or former AMCOS Member or any licensee of the AMCOS Member or former AMCOS Member in respect of:

(a) any act which took place prior to the Commencement Date if that act would have otherwise been licensed by the terms of this agreement if it had been in force at the relevant time(s), and if the material, the subject of the alleged infringement, had been included in the AMCOS Repertoire; and

(b) any act licensed under this agreement by the University,

provided that:
(i) the University promptly notifies AMCOS of the claim;

(ii) the University has complied with the terms of this agreement; and

(iii) AMCOS is permitted to conduct the defence to the claim in the name of the University on the undertaking that it consults with the University in carrying out such a defence and that such a defence and any settlement preserves and enhances academic freedom and institutional autonomy consistent with the provisions of part 14 of the Education Act 1990.

6.6 APRA indemnifies the University against all damages, losses, costs and expenses, including reasonable legal fees, incurred by the University arising out of any action, claim, demand or proceeding by any APRA Member or former APRA Member or any licensee of the APRA Member or former APRA Member in respect of:

(a) any activity which took place prior to the Commencement Date if that activity would have otherwise been licensed by the terms of this agreement if it had been in force at the relevant time(s), and if the material, the subject of the alleged infringement, had been included in the APRA Repertoire; and

(b) the public performance or communication of a Work under this agreement by the University,

provided that:

(i) the University promptly notifies APRA of the claim;

(ii) the University has complied with the terms of this agreement; and

APRA is permitted to conduct the defence to the claim in the name of the University on the undertaking that it consults with the University in carrying out such a defence and that such a defence and any settlement preserves and enhances academic freedom and institutional autonomy consistent with the provisions of part 14 of the Education Act 1990.

6.7 PPNZ indemnifies the University against all damages, losses, reasonable legal fees, and expenses incurred by the University arising out of any action, claim, demand or proceeding by any PPNZ Licensor or former PPNZ Licensor or any licensee of the PPNZ Licensor or former PPNZ Licensor in respect of:

(a) any activity which took place prior to the Commencement Date if that activity would have otherwise been licensed by the terms of this agreement if it had been in force at the relevant time(s), and if the material, the subject of the alleged infringement, had been included in the PPNZ Sound Recordings; and

(b) any copy or recording made in accordance with the terms of this agreement by the University,

provided that:

(i) the University promptly notifies PPNZ of the claim;

(ii) the University has complied with the terms of this agreement; and
(iii) PPNZ is permitted to conduct the defence to the claim in the name of the relevant University on the undertaking that it consults with the University in carrying out such a defence and that such a defence and any settlement preserves and enhances academic freedom and institutional autonomy consistent with the provisions of part 14 of the Education Act 1990.

6.8 The indemnities in clauses 6.5 to 6.7 will have no effect in respect of works or Sound Recordings, as the case may be, which AMCOS or PPNZ have notified the Negotiating Team and the University are excluded from the agreement in accordance with the terms of clause 4.3 and clause 4.4, as from the semester following the semester during which the Negotiating Team and the University were notified in writing of the exclusion.

6.9 For the avoidance of doubt, it is agreed that the indemnity given by each of APRA, AMCOS and PPNZ shall include an indemnity on behalf of their respective underlying rights owners or members as if the indemnity was given by the underlying rights owners or members.

6.10 The indemnities provided in clause 6 survive termination of this agreement.

### 7. Survey

7.1 Following the signing of this Agreement the Licensors and the Negotiating Team undertake to agree in good faith a procedure whereby use of Sound Recordings and/or works by the University can be surveyed.

7.2 The University acknowledges that the Surveys are essential in order to provide the Licensors with the data necessary to distribute the Licence Fee.

7.3 Each of the Licensors warrants that it will not use any Survey Data for any purpose other than that provided for in Clause 7.2 and that no information from a survey will be disclosed to any third party which information may identify a University. The Licensors agree to provide the University with access to the aggregate data (in terms of the total volume of copying relevant to each Licensor) for the Survey year in question within 3 months of the completion of the relevant year’s Survey. The University may use such data for their own internal use or for the purposes of satisfying their obligations under relevant legislation including the Official Information Act and Privacy Act and any other law applying to the University.

7.4 The obligations in Clause 7 survive termination of this agreement.

7.5 The Licensors undertake to settle with the Negotiating Team on behalf of the University and to provide all necessary explanatory materials to all those Staff impacted by these obligations.

### 8. Term

This agreement commences on the Commencement Date and will continue until at least 31 December 2015 after which date it will continue unless terminated by not less than 6
months notice given by a party to the other party to expire on 31 December in the year of the notice.

9. Termination

9.1 The Licensors may collectively but not individually terminate this agreement with respect to the University if that University commits a breach of any material term to this agreement and fails to remedy the breach within 20 working days after being required in writing, by the Licensors or any of them, to do so.

9.2 In the event that the Licensors terminate this agreement in accordance with the terms of clause 9.1, in respect of the University, the Licensors shall in the event that more than one month of the relevant contract year remains in respect of the contract year in which the termination occurs, reimburse to the University such part of the University's licence fee as relates to the balance of that contract year.

9.3 The University may terminate this agreement by notice in writing if:

(a) the Licensors or any of them breach this agreement in a material respect and fail to rectify such breach within 20 working days of receiving written notice to do so; or

(b) an Insolvency Event occurs in respect of the Licensors or any of them.

9.4 In the event the University terminates this agreement in accordance with the terms of clause 9.3, the Licensors shall:

(a) in the event that more than one month of the relevant contract year remains in respect of the contract year in which the termination occurs, reimburse to the University such part of the University's Licence fee as relates to the balance of that contract year; and

(b) The Negotiating Team may terminate this agreement on behalf of the University by notice in writing:

(i) if an Insolvency Event occurs with respect to the Licensors or any of them;

(ii) if it has been terminated by or with respect to the University; or

(iii) in accordance with the terms of Clause 4.6(b).

9.5 After termination of this agreement insofar as it relates to PPNZ Sound Recordings all copies of PPNZ Sound Recordings made during the term of the licence and held by the University must be destroyed no later than the end of the semester following that in which the termination took effect except those copies made by the University in accordance with its obligations under the Public Records Act or any other legislation governing the conduct of the University.
10. **Dispute resolution**

10.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.

10.2 The Negotiating Team and each of the Licensees (as relevant) must make their Chief Executive Officer (or nominee with the necessary delegated authority) available to meet for the purpose of this clause.

10.3 If a party requires resolution of a dispute it must do so in accordance with the terms of this clause, and the parties acknowledge that compliance with these terms is a condition precedent to any entitlement to claim relief or remedy whether by way of proceedings in a court of law or otherwise in respect of such disputes.

10.4 The existence of a dispute or the commencement of proceedings does not affect the obligations of the parties to continue to perform their obligations under this agreement.

10.5 If a dispute is not resolved within 20 working days of submission of the dispute by a party to the other parties, or within such other time as they agree in writing, the dispute shall then be referred to mediation with a mediator approved by LEADR (Lawyers Engaged in Alternative Dispute Resolution), or its successor.

10.6 A party may not commence proceedings in respect of the dispute unless the dispute is not settled by mediation within 20 working days of submission to mediation pursuant to clause 10.5, or such other time as the parties agree in writing.

11. **Miscellaneous**

11.1 **Entire agreement**

This agreement embodies the entire understanding and agreement between the parties as to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.

11.2 **Amendment**

11.2.1 Subject to clause 11.2.2, other than as set out in this agreement, this agreement may only be varied by the written agreement of all parties.

11.2.2 The agreement between the parties as to the scope / terms of any Survey and the requirements pertaining to the brochure (both as referred to in clause 7) can be so agreed by exchange of correspondence (electronic or in hard copy format) which will be deemed to form part of and be subject to the terms of this agreement.

11.3 **Assignment**

A party may not assign a right under this agreement.
11.4 Governing law

This agreement is governed by and construed in accordance with the laws in force in New Zealand and the parties agree to submit to the exclusive jurisdiction of the courts of New Zealand.

11.5 Waiver

(a) No waiver by AMCOS, APRA or PPNZ of any breach of any provision of this agreement shall operate as a waiver of another breach of the same or of any other provision of this agreement.

(b) No waiver by the University or any of them as any breach of any provision in this agreement shall operate as a waiver of another breach of the same or of any other provision of this agreement.

11.6 Notices

A notice under this agreement must be in writing and may be given to a party by: delivering it to the address of the party; sending it by pre-paid post to the address of the party; or sending it by facsimile to the facsimile number of the party, and the notice will be deemed to have been received by the party on receipt.

(a) A facsimile is deemed to have been received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the party.

(c) Any notice by the Licensors or any of them to the Participating Universities or any of them must be copied by the Licensors to the Negotiating Team at the same time.

(d) The University giving a notice under this agreement to the Licensors or any of them must on the same day give the Negotiating Team a copy of that notice.

11.7 GST

The University must pay any goods and services taxes to the extent that any such taxes are payable in relation to this agreement. All such taxes are payable by the University in addition to the Licence Fee itself, on receipt of a tax invoice from the Licensors as the case may be.

11.8 Notice of Affiliated Institutions

On or before 1 December each year during the term of this Agreement, the University will give the Negotiating Team notice specifying any amendment to its Affiliated Institutions as at the date of the notice. The Negotiating Team will seek the Licensors' consent (such consent not to be unreasonably withheld) to such changes by giving notice of proposed changes to APRA or AMCOS and PPNZ on or before 31 January in the following year. APRA or AMCOS and PPNZ will respectively notify the Negotiating Team whether the Licensors consent to the proposed changes within 14 days of receipt of the Negotiating Team’s notice. In the event that the Licensors notify the Negotiating Team that they do not
consent to any proposed changes they will enter into good faith negotiations with the Negotiating Team to find a resolution acceptable to all parties within 21 days of said notice.

11.9 Communication

All communications with the University or in connection with this agreement, other than communications about surveys and payments of the licence fee, once the licence is in place, shall be through the Negotiating Team as notified to the licensors from time to time.
SIGNED AS AN AGREEMENT

Signed by AMCOS NEW ZEALAND Limited:

.............................................. ..............................................
Signature of authorised person Signature of witness
.............................................. ..............................................
Name of authorised person (print) Name of witness (print)

Signed by APRA NEW ZEALAND Limited:

.............................................. ..............................................
Signature of authorised person Signature of witness
.............................................. ..............................................
Name of authorised person (print) Name of witness (print)

Signed by PPNZ Music Licensing Limited:

.............................................. ..............................................
Signature of authorised person Signature of witness
.............................................. ..............................................
Name of authorised person (print) Name of witness (print)
Signed for and on behalf of the by

**The University of Waikato**

by its duly authorised representative in the

presence of:


               Signature of authorised person   Signature of witness


               Name of authorised person (print)   Name of witness (print)
Schedule A

Licensors

(a) AMCONS NEW ZEALAND LIMITED Unit 113, Zone 23, 21-23 Edwin Street, Mt Eden, PO Box 6315 Auckland

(b) APRA NEW ZEALAND LIMITED Unit 113, Zone 23, 21-23 Edwin Street, Mt Eden, PO Box 6315 Auckland

(c) PPNZ – PPNZ MUSIC LICENSING LIMITED, Level One, 2A Hakanoa Street, Grey Lynn, Auckland 2, Private Bag 78 850, Grey Lynn Auckland
Schedule B

Participating Universities
Schedule C

AMCOS Publisher Members

A AND R COMPANY
ABC MUSIC PUBLISHING
ABIGAIL MUSIC (AUST) PTY LTD
ADRENALIN SOUNDS
AIRE RECORDS AND PUBLISHING
ALFRED PUBLISHING (AUST) LTD
ALLAN CASWELL MUSIC PTY.LTD
ALLANS MUSIC (AUST) PTY LTD
ALLANS PUBLISHING PTY LTD
APERITIF PUBLISHING PTY LTD
ARDUAH PARTNERSHIP
ARTISTREE MUSIC GROUP PTY LTD
AUSSIE INDEPENDENT MUSIC
AUSTRALIAN MUSIC PUBLISHERS
AXIS MUSIC
AZWAN MUSIC
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BEYOND PROPERTIES
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CIRCLE OF LOVE INTERNATIONAL
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HARK MUSIC
HAWK MUSIC AUSTRALIA
HEBBES MUSIC GROUP PTY LTD
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HUMAN MUSIC
HW MEDIA GROUP
INK MUSIC
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JEAN STAFFORD PUBLISHING
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JOYE PUBLISHING COMPANY
K PUBLISHING LIMITED
KIDS MUSIC COMPANY
KIDS TV LIMITED
KINGS OF SPADES MUSIC AUST
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KOOKABURRA MUSIC PUBLISHING CO
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ODESSA MAMA RECORDS
OFF THE SHELF MUSIC NZ
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PALAN AUSTRALIA
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POWELL PRODUCTIONS PTY LTD
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RAGE 8
RAZZLE MUSIC
REACH GLOBAL PTY LTD
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REMIX MUSIC
REN MUSIC
RHYTHM SAFARI PTY LTD
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RIM OF THE WORLD MUSIC
ROADSTER MUSIC (A'ASIA) P/L
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ROX MUSIC AUSTRALIA
RUSH MARKETING
S M PUBLISHING
SANDY MUSIC CO
SAPPHIRE MUSIC PTY LTD
SAWTOOTH RECORDING
SCREENSONG PTY LIMITED
SLIM DUSTY ENTERPRISES
SLY PUBLISHING
SONG CIRCLE PUBLISHING
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SOUTHERN MUSIC PUB CO PTY LTD
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SUNDOWN MUSIC PUBLISHING
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TANGATA RECORDS
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TRIARC PTY LIMITED
TWO UP MUSIC EDUCATION
UNIVERSAL MUSIC PUBL. PTY.LTD.
UNIVERSAL/MCA MUSIC PUBL.P/L
VIKING SEVEN SEAS PUB'ING P/L
VINEYARD MUSIC AOTEAROA
VISITORS LIMITED
VISUAL DIALECT
W & G RECORD PROCESSING CO P/L
WALLABY MUSIC PTY LTD
WARM EARTH PUBLISHING
WARNER CHAPPELL MUSIC AUST P/L
WARNER CHAPPELL PTY.LTD.
WET MUSIK PTY.LIMITED
WIGGLY TUNES PTY LTD
WILLOW PUBLISHING PTY LTD
WILSON PUBLISHING
WIZARD RECORDS (AUST) PTY LTD
WMCR MUSIC
WOODCUT PRODUCTIONS LIMITED
WORDS AND MUSIC PTY LTD
YELDAH MUSIC
YELLOW EYE MUSIC
ZAT ZIT PTY LTD
ZIG ZAG LANE PTY LTD
ZOMBA MUSIC PUBL.AUST.PTY.LTD
ZOMBA PROD MUSIC (AUST) P/L
Schedule D

PPNZ LICENSORS – [to be updated as at 8.12.10]

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
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<tbody>
<tr>
<td>EMI MUSIC NZ LTD</td>
<td>Level 9 Baycorp Bldg 15, Hopetoun Street, Ponsonby PO Box 864</td>
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<tr>
<td>SONYMUSIC ENTERTAINMENT</td>
<td>Level 1 103 Carlton Gore Road Newmarket PO Box 8135 Symonds Street Auckland</td>
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<tr>
<td>STEBBING RECORDING CENTRE</td>
<td>108-114 Jervois Road Herne Bay PO Box 47 124 Ponsonby Auckland</td>
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<tr>
<td>UNIVERSAL MUSIC NZ LTD</td>
<td>Site 3, Stables Bldg 30 St Benedicts St Newton PO Box 617 Auckland</td>
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<tr>
<td>WARNER MUSIC NZ LTD</td>
<td>Level 2, Warner Music Building, 14 Jervois Road Ponsonby PO Box 2915 Auckland</td>
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<tr>
<td>174 East Limited</td>
<td>PO Box 47449 Ponsonby Auckland 1144</td>
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<tr>
<td>Amstore Limited</td>
<td>PO Box 14 528 Wellington</td>
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<tr>
<td>Arch Hill Recordings</td>
<td>18 Beaconsfield Street, Grey Lynn Auckland 1021</td>
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<tr>
<td>Atoll Records</td>
<td>PO Box 99 309 Newmarket Auckland</td>
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<tr>
<td>Blast Records</td>
<td>PO Box 7746 Sydenham Christchurch</td>
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<tr>
<td>Border Music Ltd</td>
<td>7/36 William Pickering Drive, PO Box 302 427, North Shore Mail Centre Auckland</td>
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<tr>
<td>Bounce Records Ltd</td>
<td>46 Collingwood Street, Ponsonby Auckland</td>
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<td>Christchurch Polytechnic Institute of ...</td>
<td>PO Box 540, Christchurch</td>
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<td>CRS Records</td>
<td>4/571 Great North Road, Grey Lynn, PO Box 68 276 Newton Auckland</td>
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<td>Dawn Raid Entertainment</td>
<td>PO Box 200 042 Papatoetoe Auckland</td>
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<tr>
<td>Dirty Records</td>
<td>Suite 2, level 1, 399 New North road, Kingsland, Auckland 1021</td>
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<td>Elements Music</td>
<td>28 Buchan Street, Christchurch</td>
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<tr>
<td>Global Routes 2000 Ltd</td>
<td>Level One, 264 Great North Road PO Box 78 148 Grey Lynn Auckland</td>
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<tr>
<td>HRL Morrison Music Trust</td>
<td>PO Box 10 143 Wellington</td>
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<tr>
<td>Jayrem Records Ltd</td>
<td>5 Western Hutt Road Petone PO Box 38 558 Wellington Mail Centre</td>
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<tr>
<td>Kahu Records Ltd</td>
<td>PO Box 100 371 North Shore Mail Centre</td>
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<tr>
<td>Kiwi Pacific Records Ltd</td>
<td>First Floor Rainger House 6 Broomhedge Street Newtown PO Box 826 Wellington</td>
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<tr>
<td>Kog Transmissions</td>
<td>2/509 New North Road PO Box 52 024 Kingsland Auckland</td>
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<tr>
<td>Liberation Music NZ Ltd</td>
<td>PO Box 8408 Symonds Street Auckland</td>
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<tr>
<td>Loop Recordings Aot(ear)oa</td>
<td>Level Seven 173 – 175 Victoria Street PO Box 9737 Wellington</td>
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<tr>
<td>Mana Music NZ Ltd</td>
<td>18 Beaconsfield Street, Grey Lynn, Auckland</td>
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<td>Maorimusic.com</td>
<td>PO Box 101 065 North Shore Mail Centre</td>
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<tr>
<td>Media Technology Ltd</td>
<td>17-21 Maidstone Street, Grey Lynn, Auckland 1021</td>
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<tr>
<td>Melectra Management Ltd</td>
<td>PO Box 798 Paraparaumu</td>
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<td>Company Name</td>
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<td>Motherland Records</td>
<td>23 Cambrae Road PO Box 117 Raglan</td>
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<td>Move the Crowd Records Ltd</td>
<td>8 Ruru Street, Eden Terrace, Auckland 1021</td>
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<td>Ode Record Co Ltd</td>
<td>2 King Edward Avenue, Epsom, Auckland –1023 PO Box 37 179 Parnell Auckland</td>
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<td>Oikos Music Limited</td>
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<td>Orpheus Entertainment Limited</td>
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<td>Pagan Records Ltd/Antenna Recordings</td>
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<td>Parachute Music</td>
<td>10 Boston Road Mt Eden PO Box 108 223 Symonds Street Auckland</td>
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<td>Polyfonk Productions</td>
<td>60 Churchill Avenue Manurewa PO Box 23 193 Papatoetoe Auckland</td>
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<td>Pure Entertainment NZ Limited</td>
<td>46 Edenvale Crescent, Mount Eden, Auckland 1024</td>
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<tr>
<td>Rajon Music Group New Zealand Ltd</td>
<td>Level One 103 Carlton Gore Road Newmarket PO Box 8135 Symonds St Auckland</td>
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<td>Rattle Records</td>
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<td>Roadrunner Records (Australiasia)</td>
<td>10-12 Rosser Street, Brunswick, Victoria 3068, Australia</td>
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<td>Roadshow Entertainment NZ Ltd</td>
<td>686 Rosebank Road Private Bag 19 998 Avondale, Auckland</td>
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<td>Samurai Distribution Ltd</td>
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<td>SDL Music</td>
<td>PO Box 8891, Symonds Street, Auckland</td>
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<td>Shock Records</td>
<td>Level Nine, Baycorp House 15 Hopetoun Street PO Box 864 Auckland</td>
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<td>South Pacific Recordings Ltd</td>
<td>PO Box 1834 Rotorua</td>
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<td>Southbound Records Australia</td>
<td>166 Gowing Drive Meadowbank Auckland</td>
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<td>Tardus Music</td>
<td>Level 1, 264 Great North Road, Grey Lynn, Auckland</td>
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<td>Te Whare Ahorangi</td>
<td>PO Box 144 Turangi</td>
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<td>Tripod Music &amp; Management</td>
<td>PO Box 1121, Whangarei</td>
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<td>Triton Music Ltd</td>
<td>288 Portage Road PO Box 15 923 New Lynn Auckland</td>
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<td>Universal Childrens Audio (UCA) Ltd</td>
<td>PO Box 57 233 Mana Porirua</td>
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<td>Urban Pacifika Records</td>
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<td>Video Pacific Communications</td>
<td>PO Box 244, Warkworth 0941</td>
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<td>Viking Sevenseas Ltd</td>
<td>23B Ihakara Street, PO Box 152 Paraparaumu</td>
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<td>Wildside Records</td>
<td>15/11 Balfour Road Parnell PO Box 7012 Auckland</td>
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<td>Wishbone Music</td>
<td>175 Victoria Street PO Box 27 266 Wellington</td>
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<tr>
<td>Worldfresh Records Limited</td>
<td>10 Galatos Stret, Auckland 1010</td>
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**ATOLL RECORDS**

Atoll Records

**BLAST RECORDS**

Blast Records

**BORDER MUSIC LTD**
Acony Records
ADD
Alligator
Asphodel
Atmospheric
Audium
Back To Mine
Barley Breaking Even
Beggars Banquet
Best Sevens
Brat
Burning Heart
Catskills
Central
Century Media
Chall’O
Compost
Cortex
Couch
Coast To Coast
Damaged Goods
Dead Reckoning
DMC
Dual Tone
Earache
Echo Chamber
Eighteenth St Lounge
Filter Music
Finger Lickin’
Floating Point

**BOUNCE RECORDS**

Bounce (Universal)

**CRS RECORDS**

**EMI MUSIC NZ LTD**

10 Records
Angel
Astrawerks
Audio Inc.
Apple
Axis
Bag Records
Blue Note
Capitol
Capitol Nashville
Captive
Cardiac

FOM
G-Stone
Gallo Music International
George-V
Goma
In Music
Inertia
Infra Com
Jade Tree
Jam
Jazzanova Compost
Juice
K7
Klein
Kora
Kung Fu
Lexoleum
Lookout
Loop
Manifesto
Mantra
Martin Phillips Music
Mega Force
Mixmag Live
Morrison Music Trust
Mowax
Nairobi Trio
Nitro
Nova
Nylon

One Little Indian
Pschent
Pulvar
Quannum
Rapster
Recall
Replay Radio
Righteous Babe
Rude Girl
Shiva
Shock
Sonar Kollectiv
South Pacific Recordings
Stereo Deluxe
Sugar Hill
Sunday Best
Sunshine Enterprises
Too Pure
Torn & Fraid
Trinity Roots
Twinset
Under The Influence
United DJs
Uptight
Vanguard
Viking Seven Seas
Virus
Wagram
Warp
Womad
CRS Records

Caroline
Charisma
Chrysalis
Circa
Classics For Pleasure
Cool Tempo
Delabel
DEP International
Earthworks
EG

EMI Eminence
EMI Encore
EMI Gold
EMI Latin
EMI Lazer
EMI Studio
Enclave
Encore
Ensign
Food
Forefront (Secular)
Frontlawn
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**GLOBAL ROUTES MUSIC 2000**

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**HELLSQUAD RECORDS LIMITED**

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**HRL MORRISON TRUST**

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**JAYREM RECORDS LTD**

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**KAHU RECORDS LTD**

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**KIWI PACIFIC RECORDS LTD**

**KOG TRANSMISSIONS**

Kog Transmissions (Universal)

**LOOP MEDIA T/AS LOOP RECORDINGS AOTEAROA**

**MAORIMUSIC.COM**

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<tr>
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**ODE RECORD CO LTD**

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<td>Treehouse</td>
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<td>Ocora</td>
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<td>True North</td>
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<td>Sound Circus</td>
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<td>Stradivarius</td>
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<td>World Village</td>
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<td>Rarum</td>
<td>Tactus</td>
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<td>Regis</td>
<td>Tahra</td>
<td>Zig-Zag</td>
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<td>Rune Grammofon</td>
<td>Testament</td>
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<td>Saison Russe</td>
<td>Topic</td>
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**PAGAN RECORDS LTD / ANTENNA RECORDINGS**

- Antenna Records (EMI)
- Pagan Records (EMI)

**PARACHUTE MUSIC**

- EMI CMG / Chordant
- Grass Roots Records
- Hillsong Music Australia

**RAJON MUSIC GROUP NZ LTD**

- Award
- Big Records
- Central Station
- Ceol Records

**RHYTHMETHOD LIMITED**

- Azuli/Treacle
- Bar De Lune
- Bargrooves
- Battleaxe
- Dischord
- Earshot
- Elgonix
- Emperor Norton
- EQ/Stomp
- Fabel

**ROADSHOW ENTERTAINMENT (NZ) LTD**

- Roadshow

**SHOCK RECORDS**

- 18th Street Lounge
- Alligator
- Atmospheriques
- Audium
- Beggars Banquet
- Breakin Wreckwordz
Burning Heart
Century Media
Cooking Vinyl
Death Row
Dread Reckoning
Earache
ElevenfiftySeven
Fearless
Hellsquad
Hightone
Imusic / Artist Direct
Someone Up There Records

SONYMUSIC ENTERTAINMENT

Ariola
Arista
Avenue Records
BMA
BMG
BMG Classic
BMG Kidz
Camden
Capital Recordings
Colossal
Columbia
Curb Records
Domino
Dramatico
Epic
Freq Records
Funhouse
Giant
Gotham
Gun Records
HooF
Independiente
J Records
Jive
LaFace
Music For Nations
Nation Records
Private Music
Rajon
RCA
RCA Red Seal
RCA Victor
Roadshow Music
Sanctuary

In-Fidelity
In The Paint
Ipecac
Jade Tree
Kafuey
Koch Entertainment
Koch / Smithsonian
Kung Fu
Lookout Records
Mantra
Mo Wax
Sticky Music

Nitro
Remote Control
Righteous Babe
Rubber Records
SST
Sugar Hill
The Have
Vanguard
Winja
Wrasse
XL Recordings
**STEBBING RECORDING CENTRE**

Zodiac

**TE WHARE AHORANGI**

**TRITON MUSIC LTD**

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<td>Harmless</td>
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<td>Gallerie</td>
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**UNIVERSAL MUSIC LTD**

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<td>Antilles</td>
<td>Gimell</td>
<td>Motown</td>
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<td>Archiv</td>
<td>Gitanes</td>
<td>No Limit</td>
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<td>ARGO</td>
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<td>Nothing</td>
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<td>Karussell</td>
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<td>Cream</td>
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<td>Decca</td>
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<td>MCA</td>
<td>Sonet</td>
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<td>Def American</td>
<td>Mango</td>
<td>Speak N Spell</td>
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<td>MCA Nashville</td>
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<td>MCA Special Products</td>
<td>Trauma</td>
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<td>UM3</td>
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<td>DJM</td>
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<td>Universal Records</td>
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<td>Dreamworks</td>
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<td>Up Rising</td>
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<td>Wing</td>
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**UNIVERSAL CHILDRENS AUDIO (UCA) LTD**

UCA LTD

**VIKING SEVENSEAS LTD**

Viking Sevenseas

**WARNER MUSIC NZ LTD**

| 143 Records | Eardrum (previously Little David) | La Salle Records |
| 14th Floor Limited | Earthtone Records | Laurel Records Ltd. |
| 1967 Ltd. | East West Records | London Records |
| 3D Dad Records | Eleftheriades Productions | Luaka Bop |
| 4AD Record | Elektra Entertainment | Lyric Street |
| 679 Recordings Ltd. | Erato Disques | Maad |
| A&E Records Limited | Eternal | Machine Shop Recordings |
| Anxious Records Limited | EVLA Records | Macklife |
| Arch Hill Recordings | Factory Records | Magneton Kft. |
| Asylum | Fantasy | Magnet Records Ltd. |
| Atlantic Records | Festival Mushroom Records | Mama’s Boy Music |
| Atrium Records | FFRR Records Ltd. | Mammoth |
| Alberts | Fiction Records | Maverick |
| Bearsville | Finlandia Records | Megaforce |
| Big Beat Records | Flashback | Mesa/Blue Moon |
| Big Mama Records | Flavor Unit | Metal Blade |
| Big Up Yourself | Flipmode | Metronome Records Ab |
| Blanco Y Negro | Flying Nun (owned) | Midium |
| Bolero Records | Fonit | Milan Records |
| Break A Leg Entertainment | Full Moon Records | Milkk Records |
| Cetra | Funghi Records Ltd. | Ministry Of Sound |
| CGD | Garang Records | Modern |
| China Records Ltd. | Giant | Monaml Inc |
| City Rockers | Gold Mind | Montana Media |
| Coalition Recordings Int Ltd. | Grand Hustle | Mucho Mas Musica SA de CV |
| Code Blue | Gut | Nerve |
| Cold Chillin | Halleluja | N-Gram Recordings |
| Continental East West | Hangspace | No Name Records |
| Curb Records Ltd. | Hollywood | Nonesuch Records |
| Curtom Records | Hollywood Records | OBE Records |
| Deep Purple | Huh! | One Little Indian |
| Del-Fi Records | Hussle Recordings | Palm Pictures |
| Desert Storm | Infectious | PBS Records |
| Dirty | Infectious Records Ltd. | Perfecto |
| Dirty Records | Inner Life | Pias |
| Discovery Records | Italia | Primary Records |
| Disney | Kid Rhino | PT Warner Music Indonesia |
| Divinestate Ltd. | Korova | Queenbee |
| Dro East West | L.A. Confidential | 1967 Ltd. |
| E/M Ventures | | 3D Dad Records |

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*Note: This text appears to be a list of record labels and their associated companies, likely used in a music or entertainment context.*
Qwest
Radar
RadarScope Records Ltd.
Raggdoll
Rainmaker Productions Ltd.
Ramada Records
RAP Records
Rapido
Rat Pack
Reprise
Resound
Revolution Records
RFC
Rhino Records
Rising Starts
Rózsa Records Kft.
Ruffnation
Saja Records
Samurai Songs Records Kft.
Siena Records (JV)
Sire
Slash Records
Slip N Slide Records

WILD SIDE RECORDS

Wildside Records
(Universal)

Soulife
Spin (owned)
Sputnik (owned)
Stax
Streetwise/Velvet Hammer
Strictly Rhythm
Sugar Hill Records
Sugarfuzz
Superior/Showdown
Swan Song
Tag Records
Teldec Classics Int GmbH
Telegram Records
Stockholm
Terror Squad
The Beats Recordings Ltd
TMC
Tommy Boy
Tommy Boy Records
Top Dog
Tôt Ou Tard/Vf Musiques
Trifekta
Triple-M-Musik

TURNER ENTERTAINMENT CO

TVT
UFO Group Corp.
Ultimate Dilemma
Undeas
Urlo
V2
Vagrant
Vice Records
Victory Records
VP Records
Walt Disney
Walt Disney Records
We 3 Kings
WEA International Inc.
Whitfield
Word Records – Golden Books
WSM/FFRR

AND as otherwise updated from time to time and published on www.ppnz.co.nz

WISHBONE MUSIC

Wishbone Music (Warners)
Schedule E

Affiliated Institutions
Schedule F

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