

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;

- (c) 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
- (e) 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 Licensors (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 Licensor's 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) AMCOS 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
ARDIJAH PARTNERSHIP
ARTISTREE MUSIC GROUP PTY LTD
AUSSIE INDEPENDENT MUSIC
AUSTRALIAN MUSIC PUBLISHERS
AXIS MUSIC
AZWAN MUSIC
BANKSIA PRODUCTIONS PTY LTD
BEATBOX MUSIC PTY LIMITED
BELINDA MUSIC (AUST) PTY LTD
BEYOND PROPERTIES
BEYOND SOUND LIMITED
BIG BANG & FUZZ PTY LTD
BIG JO-KE MUSIC
BILARM MUSIC
BIRDMAN BROTHERS
BIRTHDAY PARTY PTY.LTD
BLUEWATER MUSIC AUST PTY LTD
BMG MUSIC PUBL.AUST.PTY LTD
BROLGA MUSIC
BUSHHOUSE MUSIC
C G PRODUCTIONS PTY LTD
CAAMA MUSIC
CAMPAIGN HOUSE
CAMPBELL CONNELLY (AUST) P/L
CELLAR MUSIC CO PTY LTD
CHERRY PIE MUSIC
CHRIS GILBEY PTY LTD
CHRYSALIS MUSIC PUB AUST P/L
CIRCLE MUSIC PUBLISHING
CIRCLE OF LOVE INTERNATIONAL
CIRCULAR SOUND
COATHANGER MUSIC PTY LTD
COLOSSAL MUSIC PUBLISHERS
COPYCARE PACIFIC PTY.LTD
CROMWELL MUSIC AUST. PTY.LTD
CUE MANAGEMENT PTY LIMITED
D DAVIS & CO PTY LTD
D.G. AND J. KIRKPATRICK
DAVID PLATZ MUSIC (AUST) P/L
DGM PUBLISHING LTD
DK-NESS ENTERTAINMENT
DOLPHIN MUSIC
DOYLE POWER
DREAM DEALERS PTY LTD
DREAMTIME MUSIC PTY LTD
EATON MUSIC
ELEPHANT MUSIC PUBLISHING
ELEVEN EAST MUSIC
EMI CATALOGUE PARTNERSHIP P/L
EMI MUSIC PUBLISHING AUSTRALIA
EMI SONGS AUSTRALIA PTY LTD
EMI VIRGIN MUSIC PUB AUST P/L
ESSEX MUSIC AUSTRALIA PTY.LTD.
EUDAIMONIA MUSIC PTY LTD
EUTERPE MUSIC
EXPLODING ARTS MUSIC
EXTRAVAGANT WORSHIP INC
EXTREME AUST
FABLE MUSIC PTY LTD
FATHOM MUSIC PUBLISHING
FERNGROVE HOLDINGS PTY.LTD
FESTIVAL MUSIC PTY LTD
FINTAGE PUBL. & COLLECTION
FIRST JAK PUBLISHING PTY LTD
FLOATING POINT PUBLISHING
FOGSONGS MUSIC PUBLISHING
FRANKDON MUSIC PTY LIMITED
G SCHIRMER AUSTRALIA
GIBBON MUSIC PUBLISHING P/L
GLENAMPLE MUSIC PUBLISHERS
GREEN BAY PUBLISHING
GTM LTD
HAL LEONARD AUSTRALIA PTY LTD
HALFORD MUSIC ENTERPRISES P/L
HARK MUSIC
HAWK MUSIC AUSTRALIA
HEBBES MUSIC GROUP PTY LTD
HL MUSIC (AUSTRALIA)
HUMAN MUSIC
HW MEDIA GROUP
INK MUSIC
IS MUSIC PTY LIMITED
ISO PUBLISHING COMPANY
J ALBERT & SON PTY LTD

JAYREM MUSIC
JEAN STAFFORD PUBLISHING
JEWEL MUSIC AUSTRALIA
JIMMY FORTY MUSIC PTY.LTD
JOYE PUBLISHING COMPANY
K PUBLISHING LIMITED
KIDS MUSIC COMPANY
KIDS TV LIMITED
KINGS OF SPADES MUSIC AUST
KMP MUSIC
KOOKABURRA MUSIC PUBLISHING CO
KSP MUSIC LIMITED
L F COLLIN PTY LTD
LARRIKIN MUSIC
LISTENERS CHOICE PTY LTD
LOST THE PLOT PRODUCTIONS
LOTUS MUSIC (AUST) PTY LTD
LOTUS MUSIC NEW ZEALAND
LUNACY WORKS MUSIC
MAESTRO MUSIC
MAI PUBLISHING LIMITED
MARJAC PRODUCTIONS
MARK O'LEARY MUSIC PUBLISHING
MARLI MUSIC PTY LTD
MARLIN PUBLISHING PTY LIMITED
MARMALADE AUDIO
MASSIVE MUSIC PUBLISHING P/L
MATTHEWS MUSIC PTY LTD
MAURIORA MUSIC
MAXIMUM MUSIC PUBLISHING
MEMORY LANE MUSIC (AUST) P/L
MIDNIGHT MUSIC CATALOGUE P/L
MINDER MUSIC AUSTRALIA PTY LTD
MIX MUSIC PUBLISHING PTY LTD
MODERN MUSIC PUBLISHING
MORTON MUSIC PTY LTD
MR JOHN MITCHELL
MURDIFICATIONS PTY LTD
MUSHROOM MUSIC PTY LTD
MUSHROOM MUSIC NZ LIMITED
MUSIC FOR MEDIA PTY.LTD
MUSO'S MEDIA PTY LTD
NATIVE TONGUE MUSIC PUBLISHING
NEWMUSIC NEW ZEALAND
NIGHTLIGHT MUSIC PTY LIMITED
NZ ENTERTAINMENT ACADEMY LTD
OCEAN MUSIC
OCEAN ROAD MUSIC
ODE RECORD COMPANY LIMITED
ODESSA MAMA RECORDS
OFF THE SHELF MUSIC NZ
ORIENT PACIFIC MUSIC PTY LTD

ORIGIN MUSIC PUBLISHING P/L
ORIGIN NETWORK PTY LTD
OUTBACK MUSIC PUBLISHING
PACIFIC RIM MUSIC PTY LTD
PAGAN PUBL
PALAN AUSTRALIA
PAMPER MUSIC OF AUSTRALIA P/L
PAPA PUBLISHING
PARACHUTE MUSIC
PEERMUSIC PTY LIMITED
PEGASUS MUSIC
PENJANE MUSIC (AUST) PTY LTD
PIGRAM MUSIC PTY LIMITED
PLASMA SONIC PRODUCTIONS PTY LTD
PLW MUSIC PUBLISHING P/L
POCKETFUL OF TUNES PTY LTD
PORTER MUSIC (AUST) PTY LTD
POSSE SONGS
POWELL PRODUCTIONS PTY LTD
PRIDE MUSIC
PRIVATE VAULT PTY LTD
PRODUCTION MUSIC SERVICES P/L
PROMETHEAN EDITIONS LTD
PROPELLER MUSIC
PUBLICATIONS BY WIRRIPANG
RAGE 8
RAZZLE MUSIC
REACH GLOBAL PTY LTD
RED HOUSE EDITIONS
REMIX MUSIC
REN MUSIC
RHYTHM SAFARI PTY LTD
RICHARD EAST PRODUCTIONS P/L
RIGID RECORDS
RIM OF THE WORLD MUSIC
ROADSTER MUSIC (A'ASIA) P/L
RONDOR MUSIC (AUST) PTY LTD
ROSELLA MUSIC PTY LIMITED
ROUGH CUT MUSIC PTY LTD
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
SONY/ATV MUSIC PUBLISHING AUST
SOUND COUNSEL
SOUTHERN MUSIC PUB CO PTY LTD

SPACEBABY LIMITED
SUNDOWN MUSIC PUBLISHING
SWAGGIE MUSIC
SYRAY PTY LTD
T.M. MUSIC (AUST) PTY LTD
TALENTWORKS MUSIC PUBL.P/L
TAMWORTH MUSIC
TANGATA RECORDS
TOCO AUSTRALIA PTY LTD
TORN & FRAYED PTY.LTD
TRAFALGAR MUSIC PTY LTD
TRANSISTOR MUSIC AUST. PTY.LTD
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]

EMI MUSIC NZ LTD Auckland	Level 9 Baycorp Bldg 15, Hopetoun Street, Ponsonby PO Box 864
SONY MUSIC ENTERTAINMENT	Level 1 103 Carlton Gore Road Newmarket PO Box 8135 Symonds Street Auckland
STEBBING RECORDING CENTRE	108-114 Jervois Road Herne Bay PO Box 47 124 Ponsonby Auckland
UNIVERSAL MUSIC NZ LTD	Site 3, Stables Bldg 30 St Benedicts St Newton PO Box 617 Auckland
WARNER MUSIC NZ LTD	Level 2, Warner Music Building, 14 Jervois Road Ponsonby PO Box 2915 Auckland
174 East Limited	PO Box 47449 Ponsonby Auckland 1144
Amstore Limited	PO Box 14 528 Wellington
Arch Hill Recordings	18 Beaconsfield Street, Grey Lynn Auckland 1021
Atoll Records	PO Box 99 309 Newmarket Auckland
Blast Records	PO Box 7746 Sydenham Christchurch
Border Music Ltd	7/36 William Pickering Drive, PO Box 302 427, North Shore Mail Centre Auckland
Bounce Records Ltd	46 Collingwood Street, Ponsonby Auckland
Christchurch Polytechnic Institute of ...	PO Box 540, Christchurch
CRS Records	4/571 Great North Road, Grey Lynn, PO Box 68 276 Newton Auckland
Dawn Raid Entertainment	PO Box 200 042 Papatoetoe Auckland
Dirty Records	Suite 2, level 1, 399 New North road, Kingsland, Auckland 1021
Elements Music	28 Buchan Street, Christchurch
Global Routes 2000 Ltd	Level One, 264 Great North Road PO Box 78 148 Grey Lynn Auckland
Hellsquad Records Ltd	C – J Kilkenny & Co, 6 Landsdowne Mews, London W11 3BH
HRL Morrison Music Trust	PO Box 10 143 Wellington
Jayrem Records Ltd	5 Western Hutt Road Petone PO Box 38 558 Wellington Mail Centre
Kahu Records Ltd	PO Box 100 371 North Shore Mail Centre
Kiwi Pacific Records Ltd	First Floor Rainger House 6 Broomhedge Street Newtown PO Box 826 Wellington
Kog Transmissions	2/509 New North Road PO Box 52 024 Kingsland Auckland
Liberation Music NZ Ltd	PO Box 8408 Symonds Street Auckland
Loop Recordings Aot(ear)oa	Level Seven 173 – 175 Victoria Street PO Box 9737 Wellington
Mana Music NZ Ltd	18 Beaconsfield Street, Grey Lynn, Auckland
Maorimusic.com	PO Box 101 065 North Shore Mail Centre
Media Technology Ltd	17-21 Maidstone Street, Grey Lynn, Auckland 1021
Melectra Management Ltd	PO Box 798 Paraparaumu

Motherland Records	23 Cambrae Road PO Box 117 Raglan
Move the Crowd Records Ltd	8 Ruru Street, Eden Terrace, Auckland 1021
Ode Record Co Ltd	2 King Edward Avenue, Epsom, Auckland –1023 PO Box 37 179 Parnell Auckland
Oikos Music Limited	PO Box 22263, High Street, Christchurch 8142
Orpheus Entertainment Limited	Level 2, 36 Williamson Avenue, Grey Lynn Auckland 1021
Pagan Records Ltd/Antenna Recordings	PO Box 47 290 Newton Auckland
Parachute Music	10 Boston Road Mt Eden PO Box 108 223 Symonds Street Auckland
Polyfunk Productions	60 Churchill Avenue Manurewa PO Box 23 193 Papatoetoe Auckland
Pure Entertainment NZ Limited	46 Edenvale Crescent, Mount Eden, Auckland 1024
Rajon Music Group New Zealand Ltd	Level One 103 Carlton Gore Road Newmarket PO Box 8135 Symonds St Auckland
Rattle Records	19 Collingwood Street Ponsonby, Auckland
Rhythmethod Limited	2 King Edward Avenue, Epsom Auckland 1023
Roadrunner Records (Australasia) Pty Ltd	10-12 Rosser Street, Brunswick, Victoria 3068, Australia
Roadshow Entertainment NZ Ltd	686 Rosebank Road Private Bag 19 998 Avondale, Auckland
Samurai Distribution Ltd	PO Box 6712, Marion Square, Wellington 6141
SDL Music	PO Box 8891, Symonds Street, Auckland
Shock Records	Level Nine, Baycorp House 15 Hopetoun Street PO Box 864 Auckland
South Pacific Recordings Ltd	PO Box 1834 Rotorua
Southbound Records Australia	166 Gowing Drive Meadowbank Auckland
Tardus Music	Level 1, 264 Great North Road, Grey Lynn, Auckland
Te Whare Ahorangi	PO Box 144 Turangi
Tripod Music & Management	PO Box 1121, Whangarei
Triton Music Ltd	28B Portage Road PO Box 15 923 New Lynn Auckland
Universal Childrens Audio (UCA) Ltd	PO Box 57 233 Mana Porirua
Urban Pacifika Records	26 Orion Street, Papakura 2110
Video Pacific Communications	PO Box 244, Warkworth 0941
Viking Sevenseas Ltd	23B Ihakara Street, PO Box 152 Paraparaumu
Wildside Records	15/11 Balfour Road Parnell PO Box 7012 Auckland
Wishbone Music	175 Victoria Street PO Box 27 266 Wellington
Worldfresh Records Limited	10 Galatos Stret, Auckland 1010

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)

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
Gomma
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

CRS RECORDS

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

One Little Indian
Pschent
Pulvar
Quannum
Rapster
Recall
Replay Radio
Righteous Babe
Rude Girl
Shiva
Shock
Sonar Kollektiv
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

EMI Eminence
EMI Encore
EMI Gold
EMI Latin
EMI Lazer
EMI Studio
Enclave
Encore
Ensign
Food
Forefront (Secular)
Frontlawn

Frontline Music (Reggae)
Guardian
Harvest
Heavenly
Hemisphere
Higher Octave
Hipsavox
HMV
Hut
Innocent
IRS
Liberty
Listen For Pleasure
McCarthy Music
Manhattan
Melankolic
Metro Blue
MPL
Music For Pleasure
Mute
Narada

Nemesis
Netzwerk
Noo Trybe
Odeon
Offside
One Little Indian
Pacific Jazz
Parlophone
Pathe Marconi
Patriot
Picture Music International
Point Blank
Positiva
Premier
Priority
Rak
Real World
Regal Zonophone
Rolling Stones
Roulette Jazz
S-Curve

SBK
Science
Seraphin
Shelter
Siren
Sound Value NZ
Sparrow (Secular)
Starsong (Secular)
Tabu
The Right Stuff (TRS)
Toshiba – EMI
VC
Venture
Vernon Yard
Virgin
Virgin America
Virgin Classics
Virgo
Westend
World Pacific

GLOBAL ROUTES MUSIC 2000

Absolution Music
Aotearoa Records
Armadillo Music Ltd
Atoll
Blue Armadillo Records
Breakers Wax
Bridge Nine
BYO
Cassette World Ltd
Cherry Club Bizarre
Cleopatra
Crawlspace
Death Wish
Devil Doll
Fast Food
Fat Wreck
Flaming Pearl
Footnote
Gahu Records

Glass
Glitterhouse
Going For A Song Ltd
Hobnail Boots
Hollywood DVD
Intergalactic
Kahu
K-Tel
Lobster
Lupin
Mana
Manzanita
Nuclear Blast
Oak Park
OM
PopGun
Power Tool
PunkAs
Relapse

Resist
Roir
Shagpile
Shell Be Right
Small Time
Smash
Southbound
Stinkbuzz
Stomp Theologian
Thorp
Track Mode
Tripping
Trustkill
Usherette
Victory
Wildrose
Woodcut

Trust Records International
(Border Music)

HELLSQUAD RECORDS LIMITED

Hellsquad Records (Shock)

HRL MORRISON TRUST

Trust Records (Border Music)

JAYREM RECORDS LTD

Acadia	Didgeridoo	Repertoire
Ace	Edsel	Rev-Ola
Anagram	Evangeline	RPM
Beat Goes On	Hot	Science Fiction
Beat Goes Public	Jayrem	Studio Horizon
Bellamy Brothers Records	Kent	Takoma
Big Beat	Kia Kaha	Trojan
Black Market Music	Kicking Mule	Waru
Blix Street	Lemon Recordings	Westside
Candid	Maui	Zebra
Cherry Red	New Earth	
Connoisseur	Pulse	
Demon	Ras	

KAHU RECORDS LTD

Kahu Records Ltd

KIWI PACIFIC RECORDS LTD

KOG TRANSMISSIONS

Kog Transmissions (Universal)

LOOP MEDIA T/AS LOOP RECORDINGS AOTEAROA

MAORIMUSIC.COM

Gifted and Maori Records	Maorimusic.com	Wahuu Productions
House of Shem Records	Tangata Records	
Koru Music	Urban Pacifica Records	

ODE RECORD CO LTD

Aeon	Coro (The Sixteen)	Helios
Ambrose	CPO	Hyperion
ASV	CRD	Iris
Avie	ECM	K617
BBC Legends	EPM	Label Bleu
Black Box	Felmay	Le Marquis
Buda	Flyback	Living Era
Calliope	Gaudeamus	Lorcom Multimedia
Campion	Gimell	Long Distance
Celestial Harmonies	Glossa	LSO Live
CELP	Green Linnet	Lyrinx
Chandos	Griffen	Mandala
Chant Du Monde	Halle	Manu
Collegium	Hannssler	MDG Dabringhaus
Continuum	Harmonia Mundi	Meridian
	Hat Art	Mirare

Music & Arts
Ocora
Ode
Osmosys
Piranha
Praga
Priory
Quartz
Rarum
Regis
Rune Grammofon
Saison Russe

Seventh Records
Signum
Sketch
Somm
Sound Circus
Sterns
Stradivarius
String Jazz
Tactus
Tahra
Testament
Topic

Treehouse
True North
United One
Vestapol
Voyager
Watt
White Line
World Village
Yazoo
Zig-Zag

PAGAN RECORDS LTD / ANTENNA RECORDINGS

Antenna Records (EMI)
Pagan Records (EMI)

PARACHUTE MUSIC

EMI CMG / Chordant
Grass Roots Records
Hillsong Music Australia

Integrity Music
Parachute Records

Provident Music Group
Vineyard Music Group

RAJON MUSIC GROUP NZ LTD

Award
Big Records
Central Station
Ceol Records

CMR Records
HHO Multimedia
Playground
Ragbull Record

Rajon Music
Ritz
Rosette

RHYTHMETHOD LIMITED

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

Fabric
Fresh Produce
Grand Central
Heavy Weight Soul
Instinctive Travels
Le Maquis
Mastercuts
Matador
Moving Productions
Pacific Echoes

Pandisc
Petrol
React
Satellite K & K Industria
Scratch Recordings
The Drop
Truetone Recordings

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
Wilja
Wrasse
XL Recordings

STEBBING RECORDING CENTRE

Zodiac

TE WHARE AHORANGI

TRITON MUSIC LTD

ABM

Arthaus

Decadance

Dynamic

E2

Emporio

Fuego

Gallerie

Going For A Song

Hallmark

Harmless

Manteca

Marco Polo

Metro

Music Club

Nascente

Naxos

Ocho

Opus Arte/BBC

Pickwick

Prism Leisure

Sessions

UNIVERSAL MUSIC LTD

ABC

ABKCO

Aftermath

Antilles

Archiv

ARGO

Ark 21

Axiom

Bad Boy

Barclay

BBC

Beat Club

Belart

Bounce Records

Cookin Vinyl

Commodore

Cream

DawnRaid

Decca

Decca Jazz

Decca Universal Country

Def American

Def Jam

Def Soul

Deram

Deutsche Grammophon

DJM

Dreamworks

Fiction

Fontana

Fourth & Broadway

Geffen

Giant Step

Gimell

Gitanes

Go Beat

Go Discs

GRP

Grudge (Australia)

GTP Records

Highlife

Hip-O

Icon

Interscope

Island

Karussell

Kog Transmissions

L'oiseau-lyre

Loose Canon

Lost Highway

Mango

MCA

MCA Nashville

MCA Soundtracks

MCA Special Products

MCA UK

Media Record

Mercury

Mid Town

Midium

Mo Jazz

Modular

Mojo

Mother

Motown

No Limit

Nothing

Pickwick

Philips

Point Music

Polydor

Radioactive

Raucous

Raukas

Red Eye

Republic

Roadrunner

Rocket

Ruff Ryders

Serious

Sonet

Speak N Spell

Talkin Loud

Tamla (Motown)

Tardus

Trauma

UM3

Universal Records

Universal TV

Up Rising

Uptown

Vertigo

Verve

Wing

Zero Hour

UNIVERSAL CHILDRENS AUDIO (UCA) LTD

UCA LTD

VIKING SEVENSEAS LTD

Viking Sevenses

WARNER MUSIC NZ LTD

143 Records

14th Floor Limited

1967 Ltd.

3D Dad Records

4AD Record

679 Recordings Ltd.

A&E Records Limited

Anxious Records Limited

Arch Hill Recordings

Asylum

Atlantic Records

Atrium Records

Alberts

Bearsville

Big Beat Records

Big Mama Records

Big Up Yourself

Blanco Y Negro

Bolero Records

Break A Leg Entertainment

Cetra

CGD

China Records Ltd.

City Rockers

Coalition Recordings Int Ltd.

Code Blue

Cold Chillin

Continental East West

Curb Records Ltd.

Curtom Records

Deep Purple

Del-Fi Records

Desert Storm

Dirty

Dirty Records

Discovery Records

Disney

Divinestate Ltd.

Dro East West

E/M Ventures

Eardrum (previously Little David)

Earthtone Records

East West Records

Elefteriades Productions

Elektra Entertainment

Erato Disques

Eternal

EVLA Records

Factory Records

Fantasy

Festival Mushroom Records

FFRR Records Ltd.

Fiction Records

Finlandia Records

Flashback

Flavor Unit

Flipmode

Flying Nun (owned)

Fonit

Full Moon Records

Funghi Records Ltd.

Garang Records

Giant

Gold Mind

Grand Hustle

Gut

Halleluja

Hangspace

Hollywood

Hollywood Records

Huh!

Hussle Recordings

Infectious

Infectious Records Ltd.

Inner Life

Italia

Kid Rhino

Korova

L.A. Confidential

La Salle Records

Laurel Records Ltd.

London Records

Luaka Bop

Lyric Street

Maad

Machine Shop Recordings

Macklife

Magneoton Kft.

Magnet Records Ltd.

Mama's Boy Music

Mammoth

Maverick

Megaforce

Mesa/Blue Moon

Metal Blade

Metronome Records Ab

Midium

Milan Records

Milkk Records

Ministry Of Sound

Modern

Monaml Inc

Montana Media

Mucho Mas Musica SA de

CV

Mushroom UK

Nerve

N-Gram Recordings

No Name Records

Nonesuch Records

OBE Records

One Little Indian

Palm Pictures

PBS Records

Perfecto

Pias

Primary Records

PT Warner Music Indonesia

Queenbee

Qwest
Radar
Radarscope Records Ltd.
Ragdoll
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

WILDSIDE 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

WISHBONE MUSIC

Wishbone Music (Warners)

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

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Schedule E

Affiliated Institutions

Schedule F

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