



**PPCA RELIGIOUS INSTITUTIONS LIVE STREAMING LICENCE  
SUMMARY OF KEY TERMS  
SUBJECT TO CONTRACT**

**PROPOSED EFFECTIVE DATE 1 JULY 2021**

ITEM	DETAILS
<b>1. General</b>	(a) As PPCA's rights are non-exclusive, you also have the option of obtaining a licence directly from the rights holders of the sound recordings.  (b) This key terms document:  (i) does not constitute a licence and is subject to contract; and  (ii) is for discussion purposes only.
<b>2. Term</b>	The Licence Year commences on 1 July 2021 for a period of 12 months.  Unless terminated by the parties via 30 days written notice, with such termination to take effect at the end of the Licence Year in which notice was given, the Licence will automatically renew every 12 months.
<b>3. Territory</b>	Australia
<b>4. PPCA Sound Recordings</b>	Sound recordings which are owned or controlled by a PPCA licensor as listed on the PPCA label list published on the PPCA website and amended from time to time.
<b>5. Service</b>	(a) The Service is a non-interactive online live stream of worship services conducted by the Religious Institution, made accessible only to Users within the Territory.  (b) The Service may only be accessible via the internet or mobile telecommunications networks in the Territory, through a password protected website controlled by the Religious Institution. Where you are unable to technically accommodate this requirement, a third-party video conferencing platform, such as Microsoft Teams or Zoom may be used subject to prior approval by PPCA and subject to Item 7 Licence Conditions.
<b>6. Licence</b>	Subject to the terms and conditions of the PPCA licence, PPCA grants a non-exclusive licence during the Term and within the Territory to stream PPCA Sound Recordings as a part of the Service, provided that:  (a) the communication of PPCA Sound Recordings occurs over the internet or via a mobile telecommunications network; and  (b) there is no copy of the PPCA Sound Recording, or any other form of fixed file or data from which the User can subsequently replay the PPCA Sound Recording, created on the User's playback device.
<b>7. Licence Conditions</b>	(a) This Licence is granted on the condition that the Service is, and will remain for the duration of the Term, a non-commercial Service only. It is an essential condition of this Licence that:



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	<ul style="list-style-type: none"> <li>(i) the Service must only be made available to Users. The Service cannot be marketed, promoted, or made accessible to the general public;</li> <li>(ii) Users will not be required to pay any amount to access the Service;</li> <li>(iii) the Service will not include any third-party advertising, sponsorship or promotion. Where the Service is hosted from a website controlled by the Religious Institution, the website will also not include any third-party advertising, sponsorship or promotion;</li> <li>(iv) the Service will not link to any third-party advertisements or promotions;</li> <li>(v) the Service will not offer any goods or services for sale, or advertise, promote or endorse any goods or services; and</li> <li>(vi) the Religious Institution will not derive any revenue or other consideration from the Service, whether through the sale of advertising, subscriptions, sponsorships, donations or otherwise.</li> </ul> <p>(b) The Licence is restricted to the streaming of formal religious worship services. It does not cover other events or ceremonies held or authorised by the Religious Institution including community events, concerts and funerals.</p> <p>(c) Where feasible, you must make best endeavours to use effective technological protection measures which aim to prevent a User from scanning your transmissions in order to select a particular sound recording to be transmitted to the User and to prevent a User from making copies (other than transient copies) of the PPCA Sound Recordings.</p> <p>(d) The Licence does not permit you:</p> <ul style="list-style-type: none"> <li>(i) to reproduce, transmit, distribute, communicate to the public or otherwise use any PPCA Sound Recordings for a purpose other than the Service;</li> <li>(ii) to remix or otherwise modify PPCA Sound Recordings so that what is Streamed to Users differs from the original PPCA Sound Recording;</li> <li>(iii) to reproduce, transmit, distribute, communicate to the public or otherwise use any sound recording that is not a PPCA Sound Recording (in which case, you must obtain separate permission from the relevant rights holder);</li> <li>(iv) to record the Service, or make a session available for Users to access at a later date or time as an on-demand offering or as a digital download;</li> <li>(v) to Stream PPCA Sound Recordings outside of the Territory. You must take all steps to limit or block access to Users outside the Territory unless you have obtained the requisite licences to Stream sound recordings in that territory;</li> <li>(vi) to actively advertise, market or promote the availability of the Service to persons outside the Territory;</li> </ul>



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	<p>(vii) to Stream or include any infringing sound recordings as a part of the Service; and</p> <p>(viii) to use any musical works, or any other copyright-protected subject matter, which may be embodied in a PPCA Sound Recording. You must obtain a separate licence from the relevant rights holder or from an organisation authorised to grant such licences, such as APRA.</p> <p>(e) You must:</p> <p>(i) comply with all applicable laws, regulations, codes, guidelines and directions of regulators that may be applicable in respect of the Service;</p> <p>(ii) not do or say anything (including by way of advertising or promoting the Service or those of another person) which might suggest that PPCA, a PPCA licensor, an artist or any other person involved with the PPCA Sound Recordings approves or endorses, or is in some other way connected with you or another person, or with their respective business or commercial activities; and</p> <p>(iii) not do or say anything in relation to the PPCA Sound Recordings which might otherwise be regarded as misleading or deceptive, or which someone might regard as threatening, abusive, invasive of an individual's privacy, harassing, defamatory, vulgar, obscene, hateful, racist or otherwise objectionable.</p>																								
<p><b>8. Licence Fee</b></p>	<p>(a) The Licence Fee is calculated once per Licence Year, and is dependent on the number of Services you wish to stream each week, as well as the maximum number of Users who will be able to access the live stream.</p> <p>The table below outlines the Licence Fee categories:</p> <table border="1" data-bbox="459 1406 1374 1697"> <thead> <tr> <th data-bbox="459 1406 687 1525" rowspan="2">Maximum number of participants in any live stream</th> <th colspan="4" data-bbox="687 1406 1374 1464">Number of live stream services a week</th> </tr> <tr> <th data-bbox="687 1464 858 1525">1</th> <th data-bbox="858 1464 1029 1525">2 - 4</th> <th data-bbox="1029 1464 1200 1525">5 - 9</th> <th data-bbox="1200 1464 1374 1525">10+</th> </tr> </thead> <tbody> <tr> <td data-bbox="459 1525 687 1581">1 - 49</td> <td data-bbox="687 1525 858 1581">\$110</td> <td data-bbox="858 1525 1029 1581">\$275</td> <td data-bbox="1029 1525 1200 1581">\$495</td> <td data-bbox="1200 1525 1374 1581">\$605</td> </tr> <tr> <td data-bbox="459 1581 687 1637">50 - 99</td> <td data-bbox="687 1581 858 1637">\$220</td> <td data-bbox="858 1581 1029 1637">\$330</td> <td data-bbox="1029 1581 1200 1637">\$605</td> <td data-bbox="1200 1581 1374 1637">\$770</td> </tr> <tr> <td data-bbox="459 1637 687 1697">100+</td> <td data-bbox="687 1637 858 1697">\$330</td> <td data-bbox="858 1637 1029 1697">\$605</td> <td data-bbox="1029 1637 1200 1697">\$770</td> <td data-bbox="1200 1637 1374 1697">\$1,100</td> </tr> </tbody> </table> <p>All amounts are expressed as GST inclusive.</p> <p>(b) You must notify PPCA in writing as to which Licence Fee category is applicable to you when you apply for the PPCA licence. The Licence Fee category election will last for a minimum of twelve months, following which, you may change your election prior to the commencement of the next Licence Year. You must notify PPCA of such change in writing at least 30 days before the end of the then current Licence Year.</p> <p>(c) Where you commence the Licence after the commencement of the applicable Licence Year, PPCA will calculate the Licence Fee payable in respect of that</p>	Maximum number of participants in any live stream	Number of live stream services a week				1	2 - 4	5 - 9	10+	1 - 49	\$110	\$275	\$495	\$605	50 - 99	\$220	\$330	\$605	\$770	100+	\$330	\$605	\$770	\$1,100
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	Licence Year on a pro rata basis, based on the number of months remaining in that Licence Year.
<b>9. Invoicing and Payment</b>	<p>(a) PPCA will issue a tax invoice for the Licence Fee payable in respect of the first Licence Year upon execution of the Agreement, and for subsequent Licence Years, upon commencement of the respective Licence Year.</p> <p>(b) All invoices are payable within 14 days of receipt of a tax invoice from PPCA.</p>
<b>10. Reporting</b>	<p>You are required to keep a log of the live streams made available by you, including the date and duration of the live stream, details of the PPCA Sound Recordings streamed and number of Users who accessed the stream. PPCA retains the right to request to view the logs upon written notice.</p>
<b>11. Definitions</b>	<p><b>APRA</b> means the Australasian Performing Right Association.</p> <p><b>Licence Year</b> means each consecutive period of 12 months commencing on 1 July during the term of the PPCA licence.</p> <p><b>Religious Institution</b> means a religious organisation offering formal worship services that is registered with the Australian Charities and Not-for-profits Commission (ACNC).</p> <p><b>Stream</b> means a communication of a PPCA Sound Recording (or any part thereof) from your servers (or from the servers of a third party, subject to approval by PPCA) in the course of the provision of the Service via the internet and/or mobile telecommunications networks whereby the transmission does not result in the creation of a residual or fixed copy of the PPCA Sound Recording.</p> <p><b>User</b> means a member of your Religious Institution.</p>