**Copyright licensing – general**

Licensing is a central feature of the exploitation of copyright. If you want to let third parties use the whole of a part of your dance work, then if you do not assign the copyright, you will need to grant a licence to permit the exploitation.

Licences can be exclusive, non-exclusive, or sole. An exclusive licence means that the owner licenses a third party to carry out some or all of the restricted acts to the exclusion of all others including the owner. A sole licence permits the owner of the IPR to exploit the right as well as the person to whom he has licensed the work. A non-exclusive licence permits the owner to exploit the right and also to license as many other people as he wishes to carry out the same act.

Licences for some IPRs, notably copyright, tend to cover some but not all of the rights pertaining to a particular work. For example, the author of a book might license the right to one publisher to publish the book in hardback, but another publisher may be granted the serial rights. You may grant one party the rights to show your dance on television, and to another to perform the work on the stage.

Granting permission to a third party to use your work need not be complicated. It is always better to have something in writing so if things go wrong, you have proof of what was agreed.

**A very simple licence might look something like this**

I grant you a non-exclusive licence to use my work [here name the work] for the purposes of [here detail what you allow the party to do] for a period of [here detail for how long]. During that period, you may carry out all of the exclusive rights detailed in the Copyright Designs and Patents Act 1988 [if you want to limit the exclusive rights or the purposes for which the work is used, detail that here]. In return, you will pay to me [here detail payment (if any) whether e.g. a lump sum or royalties and details of how and when paid].

During the full period, I assert the right to be identified as the author of the work in accordance with the Copyright Designs and Patents Act 1988

Signed by both parties

Date

**Clauses in a copyright licensing agreement**

When parties enter into bespoke licensing arrangements, the agreements will look different although they will generally have similar clauses. These are the types of clauses that you might expect to see in more complex agreements:

* Parties to the agreement: the licensor and the licensee
* Dates: the date of commencement of the agreement and the duration
* Description: a description of the copyright being licensed and for what purposes
* Consideration (if any): the consideration that is to be paid by the licence whether royalties a lump sum; payment made for particular milestones
* Territorial reach: the territory covered by the licence
* Exclusivity: whether the licence is sole exclusive or non-exclusive

A more complicated agreement will contain other clauses that may include the following:

* Recitals to the agreement: these will contain background information on what the parties are trying to achieve with the agreement and may also contain information on any previous agreements between the parties and whether they related to the current agreement
* Definitions: it is common to have a section containing definitions of special terms in the agreement
* Confidentiality: this will detail what information should remain confidential to the parties and should not be disclosed
* Warranties: it is common to have a warranty clause that declares that the parties have the capacity to enter into the agreement
* Indemnities: this clause will contain statements on limitation of liability of each party in the event of certain occurrences
* Dispute resolution: this will contain information on how disputes should be dealt with – for instance if a third party should be appointed to adjudicate in the event of a dispute
* Law and Jurisdiction: this will subject the agreement to a governing law and jurisdiction of a specific court

**Internet resources**

A useful and accessible internet resources looking at the content of IP licences can be found at:

* The Intellectual Property O ce in the UK has a useful licensing booklet that contains a checklist of what to think about when licensing IP. Available at [https://www.gov.uk/government/uploads/system/uploads/attachment\_data/ le/320811/licensingbooklet.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/%20le/320811/licensingbooklet.pdf)

**Collective licensing**

A discussion on licensing would not be complete without mentioning collecgive licensing.

Exploiting works protected by copyright can cause practical problems for both the copyright owner and the prospective licensee. A copyright owner can find it difficult to keep track of third parties who wish to exploit those works in one form or another. Similarly, a licensee may wish to incorporate a large number of works protected by copyright into their repertoire, but have difficulty in tracing the copyright owners to obtain permission.

For example, educational establishments and businesses often make copies of published literary works which do not fall under the fair dealing provisions in the copyright legislation and broadcasters frequently use musical works which are protected by copyright. In order to facilitate the management of these rights, collecting societies were introduced.

Authors of works protected by copyright are able to assign or license their rights to the collecting societies (or the collecting society will act as agent on their behalf) which then manage the rights on behalf of their members. Thus, the authors are saved from having to spend a lot of time on administration, and those who wish to exploit the works have one place from which they can seek permission to use them.

Examples of collecting societies currently operating in the UK include the Copyright Licensing Agency (CLA) and the PRS for Music (formerly the Performing Right Society (PRS) and the Mechanical Copyright Protection Society (MCPS)).

Different societies operate in different ways. PRS for Music, which represents composers, authors, and publishers of music, has copyright assigned to it and administers licences and enforces copyright as the owner of the copyright. Royalties are distributed to the members in proportion to the use made of a particular work. In contrast, the MCPS was authorised by the composer, author, or publisher of a work to license the recording of the work on his behalf—there was no assignment of the copyright.

There is currently no collecting society specifically for dance and dancers. The British Equity Collecting Society (BECS) is the collective management organisation for audiovisual performers.

You may however come across collecting societies in your work particularly, for example, if you want to use a piece of recorded music in your work. Then you might have to go to PRS to get a licence to use the work.

**Question:** have you ever approached a collecting society to ask for a licence to use a copyright work belonging to a third party in your work?