



# GUIDANCE NOTES ON MUSIC USED IN “MUSIC DEFINED PROGRAMMES” UNDER CHANNEL 5 PPL / VPL BLANKET AGREEMENTS AND MCPS MUSIC PROGRAMME LICENSES

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To: Production Staff Producing Music Programmes

Last update: May 2025 V6

**Note:** These guidelines are a brief summary of the Music Copyright Society existing agreements. For more specific advice, please contact Music And Media Services.



## I. SUMMARY

These Guidance Notes offer a summary of the main terms under Channel 5 (“C5”) existing licenses with Music Collecting Societies and arrangements with Unions. More specifically on MCPS, PRS, PPL, VPL licenses and Musician Union’s requirements via the PACT MU Agreement.

**Please note that it is the Producer’s responsibility to apply for a MCPS Music Programme License, directly with the MCPS IPC Team and pay the appropriate fees.**

**Where a Music Programme is about a Single Artist or about a Single Author Team of Writers (e.g. Stock Aitken and Waterman) under the terms of the MCPS Music Programme License agreement, you will need to seek prior approvals in writing from all the publishers who administer shares in the publishing in the songs you are using in the programme. This should be done before Production commences. For more details check the terms of the MCPS Music Programme License which is accessible via the PRS website.**

For more information about these societies, please refer to:

MCPS-PRS [www.prsformusic.com](http://www.prsformusic.com)

PPL [www.ppluk.com](http://www.ppluk.com)

VPL <https://www.ppluk.com/music-licensing/music-video-licensing/>

Musicians’ Union <https://musiciansunion.org.uk>

C5 has existing deals in place with these societies, which allow for a wide exploitation of music, PROVIDED THAT the terms and conditions of the license agreements are complied with.

This report offers specific information about costs, excluded composers / artists, Do's and Don'ts, digital rights, commissioned and production music terms.

If you have any queries about this document, please contact Music And Media Services: [musicandmediaservices@paramount.com](mailto:musicandmediaservices@paramount.com)



## II. COSTS AND FEES

### A. COSTS TO SYNCHRONISE COMMERCIAL MUSIC UNDER A MCPS MUSIC PROGRAMME LICENSE

The License fees under the MCPS license are based on what is called a “greater of” formula:

- Either 17% of the Programme Budget or revenues received, or
- £2000 per half an hour per channel. This is based on the running time of the programme and not the slot duration.

Whichever works out to be the higher fee is the fee that will be payable to MCPS.

For this calculation it is essential to consider the number of C5 channels this programme is transmitting on.

The rights clear for a ONE YEAR term ONLY from the first transmission on a channel. The one year term does however permit unlimited transmissions on the Licensed channel(s). The license commences on the date of the first transmission on the licensed C5 channel.

Licensing under the MCPS PRS agreement is subject to the specific track being registered and available on the MCPS PRS database <https://www.prsformusic.com/works/searching-works> This applies to PPL/VPL databases as well. <https://www.ppluk.com>

Also, specific terms and conditions may apply for composers, publishers and record labels. If the track is not listed in the PRS, PPL or VPL database, direct licensing with publishers and labels would be required.

#### Example:

Take one 90 minute programme which will be transmitted on Channel 5 and 5Select. It is important to find out in advance which C5 channels the programme will be transmitting on, in order to make the calculation below.

- If the Production budget for a 90 minute episode is £100k, 17% of £100k is £17k. Therefore under this formula the fee payable is £17K - If there are ten programmes with each episode having the same budget, multiply the license costs by ten. In the example  $10 \times £17k = £170k$

- On the MCPS minimum fee based on £2k per half an hour the 90 minute programme would cost £6k x 2 (for Channel 5 and 5Select), a total of £12k. If the running time of a programme is 67 minutes, the 7 minutes is pro-rated to the cost for a quarter of an hour.

Therefore, the 7 minutes would cost £1k. Overall cost for this 67 minute programme is for one channel £5k, 2 channels would cost £10k

- Therefore, comparing the valuations and fees in a) to b) the £17k is higher and that is the fee that would be paid to MCPS

## B. MUSICIAN UNION COSTS

Musician Union costs for Musician Union members' performances rates are effective from March 13, 2025 to March 12, 2026. For full details, please refer to the PACT Musicians Union Agreement available at the Musician Union [website](#) or access it from PACT.

Performances of MU members contained on Commercial Retail Recordings (not VPL controlled Music videos): if you are using a commercial recording, you will need to check with the Musician Union in the first instance to ensure that the consent of the session musicians whose performance was included on the recording has been obtained for the purposes of broadcast on Channel 5. The consent may be obtained through the Musician Union in accordance with Appendix C to the Musicians Union/PACT agreement effective from 1st January 2020.

- **Commercial audio recording included in any Commissioned programme:**

The current payment is **£29.11 per 30 seconds** or part thereof of a commercial audio recording included in any programme. This rate clears for ALL musicians on a song/track and is not £29.11 per musician.

As long as the use is for Background this rate clears for World. For Featured use the producer would have to discuss this with the Musician Union.

There are other Musician Union rates applicable if licensing music in programmes e.g. Listings programmes and Archive Clips.

- **Listing programmes:**

Items may be recorded specifically for transmission in named programmes either:

- Under the terms of the Musicians' Union News Access Code of Practice (no fees payable) where applicable and by prior agreement with the Union; or
- As promotional non simultaneous inserts whereby items may be recorded specifically for transmission in listings programmes from productions rehearsed and produced by other organisations. Provided that the total period of recording is not more than 1 hour in duration in which an item of not more than 2 minutes is produced for transmission a fee will be paid for inclusion in a National listings programme. All further repeats will be paid at 60% of the original fee. The fee is **£72.85**.

For items in excess of 2 minutes up to a maximum of 10 minutes the Musicians must be engaged under the provisions of Clause 17 (short items), 19 (listing programmes) and 36 further uses.

- **ARCHIVE CIPS and extracts (concerts, festivals, gigs):**

Depending on the particular uses, the terms applicable to extracts and clips vary.

- *Illustrative use*

The Producer may use extracts in new programmes which incorporate Musicians' performances in programmes taken from any source other than advertisements. Each extract must not exceed 2 minutes in duration and the total duration of extracts used in the programme must not exceed 6 minutes per 30 minute programme slot.

Payments – Up to 2 minutes per extract

- *Religious and Educational programmes – background or featured use.*

Fee is **£120.86 (up to 12<sup>th</sup> March 2025)** per extract paid to Musicians Union Benevolent Fund.

- *Any other programmes – extract background/incidental to the action* Fee is **£180.65**. Where extract is featured and appears in full screen the fee is **£240.32**.

- *High content use:*

Where extracts exceed 6 minutes per 30 minutes or 12 minutes in a one hour programme slot length and the programme is not a compilation programme the payment is **£601.62** per clip of up to two minutes. Please note that a maximum of ONE clip extract in 5 may have a duration of up to 5 minutes  
– all other extracts shall not exceed 2 minutes each in duration.

- *Rights:*

On payment of the extract fees above the producer shall be entitled to incorporate the extracts into the programme and to acquire use of the programme throughout the world in all media in perpetuity.

Reference: MU PACT – January 2020 – Extracts from existing Audio-Visual Material – Clause 20

### **C. PPL AND VPL REPERTOIRE COSTS**

Please note that as long as the rules are followed in these agreements, the costs of using PPL and VPL repertoire is **£0** to Production. This applies to VPL music videos and PPL Sound recordings.

However, please bear in mind the Musicians Union costs above if you use commercial retail audio recordings in your programme.

For PPL and VPL restrictions (do's and don'ts) **see further below in these notes.**

Examples of possible direct licensing required with record labels is signature tune use, editing, mixing or using repertoire NOT listed on the PPL and VPL databases.





### III. SUMMARY OF EXCLUDED COMPOSERS – ARTISTS IN THE MCPS MUSIC PROGRAMME LICENSE, CHANNEL 5 PPL AND VPL BLANKET AGREEMENTS.

All songs will need to be analysed on the PRS database. For instance, there may be one or two copyright issues on tracks which would not allow for the particular use. The majority of songs should be fine.

There is, for instance, an issue with songs composed by **Mark Knopfler** as he has withdrawn his PRS rights for use of his repertoire in TV programmes.

- Under a MCPS Music Programme License, there is no exclusion list of songs as such but there may be individual works that for different rights reasons such as “Copyright Control” or “Non Society” cannot be used in a programme. All works found on the database need the MCPS mechanical share to be 100% for clearance.
- There are some musical works that are not controlled mechanically by MCPS and a yellow warning flag is displayed on the PRS database.
- Under the Channel 5 PPL and VPL agreements, the two restricted artists are **The Beatles** and **John Lennon** and any repertoire released on Original Film soundtrack recordings.



#### IV. DOs AND DON'TS

##### ❖ DON'TS FROM THE MCPS MUSIC LICENSE AGREEMENT:

MCPS Music Programme License limits the synchronising uses that can be done with the licensed tracks (clause 3 of the License Agreement). Please consider the set of prohibitions described below.

The agreement does **not** extend to:

- making any arrangements of the music; or
- making any alteration to the lyrics, save for any minor change which does not alter the meaning thereof; or
- any sampling (as that expression is commonly used in the music industry) of the music and/or lyrics or reproduction in the form of a sample of the music and/or lyrics; or
- using with music lyrics other than those written to be used with the music or authorised for use with the music; or
- using with lyrics music other than that written to be used with the lyrics or authorised for use with the lyrics.

The Agreement does **not** extend to the reproduction of any Commercial Work:

- in the form of a parody, pastiche or burlesque of any Commercial Work or of any composer or writer of any Commercial Work or any band or other group of artists which includes any composer or writer of any Commercial Work; or
- where there is a derogatory, facetious, obscene or demeaning reference to the Commercial Work, its composer(s) and author(s) or the performing artist; or
- in any manner which is likely to or causes the public to believe that the Commercial Work (or the composer(s)) is endorsing or promoting any product or service, or the views expressed in the Music Programme.

The licence granted under this Agreement **does** not cover the use of any Repertoire Work with any advertising or sponsorship message. The exclusion applies to incorporation of music to advertising or sponsorship, even when it is presented in such a way that a reasonable person might associate the piece of music with the advertising.

The use of any Commercial Work in title and/or credit sequences and/or Ad-bumpers is **excluded** from this Agreement. Commercial Works for use in title and/or credit sequences and/or Ad-bumpers must be licensed in advance individually with the copyright owner or via MCPS.

❖ **DO'S AND DON'TS FROM THE VPL AGREEMENT:**

As long as the uses are valid under the VPL agreement, there is £0 cost to Production. This Agreement clears for Channel 5 channels UK only.

Channel 5 **shall NOT** (and shall not authorise any third party to) do any of the following:

- Transmit any music videos in a form in which the performance of an artist or group of artists featured in such Music Videos is distorted, mutilated or otherwise modified so as to be prejudicial to the artist or group of artists concerned and/or to the relevant Member;
- Transmit any music videos in a context which Channel 5 ought reasonably to consider as being likely to be detrimental to the artist or group of artists featured in such Music Videos or to the relevant Member;
- Edit, mix, remix, adapt, change or otherwise manipulate any Music Video in any way including Broadcasting a music video without its accompanying Soundtrack and/or with a different soundtrack substituted for such accompanying soundtrack and/or so that the sounds or visual images transmitted are different from those on the original Music Video.

Channel 5 **may do** any of the following activities **under certain conditions** (ref. clause 3.3.3(e) of the Agreement):

- ✓ Replacing or overlaying some or all of the soundtrack of a Music Video with spoken commentary associated with that Music Video or with any Programmes in which that Music Video has appeared or may appear;
- ✓ Making technical enhancements in order to make the sound or visual quality of the Music Videos acceptable for Broadcasting;
- ✓ Using, for the purposes of illustration, a single frame of the visual image of a Music Video without its accompanying soundtrack. Please remember to report any uses on cue sheets.
- ✓ Shortening a Music video so as to broadcast only a portion of it provided that such portion is continuous and otherwise unaltered portion of such Video;
- ✓ Superimposing any of the following visual images and information over, or including any of the following images and information alongside, a Music Video;
- ✓ The name and/or logo of the channels on which such Music is being Broadcast at the time of such superimposition;
- ✓ The title and artist information for such Music Video and/or

**Provided that** in each case under clauses 3.3.3 (e):

- Such visual images and information are presented such that they are clearly superimposed over or placed alongside (rather than appearing to be part of) The Music Video in Question; and
- The Music Video is kept to its original height-width ratio; and
- A significant part of the Music Video is still at all times clearly visible to the viewer of the channels.



Other **restricted** uses:

- The use of MONTAGE sequences is **not** permitted in PROGRAMMES;
- No Use of any Music Videos in such a way that such Music videos, and/or any performer whose performance is contained in such Music videos and/or the relevant Member gives any express or implied endorsement to:
  - Any third party products, services, advertisers or sponsors or
  - Channel 5 or
  - any of the Licensed Services
- No use of any Music Videos as an introduction to or during advertising
- No use of any Music Videos as a station identify signal or as SIGNATURE MUSIC – Signature Music is defined as a video used in 3 episodes or more which is outside of VPL Blanket rules. However, a commercial recording or “distinct” sequence can be used in UP TO 2 episodes

Please note that THE USE OF COMMERCIAL WORKS IN TITLE AND/OR CREDIT SEQUENCES AND/OR BREAK BUMPERS ARE EXCLUDED IN THE MCPS MUSIC PROGRAMME LICENSE.

- No use of any Music Videos as a trade Mark
- ❖ **CHANNEL 5 PPL AGREEMENT FOR THE BROADCAST AND SYNCHRONISATION OF COMMERCIAL AUDIO RECORDINGS – DO’S AND DON’TS**

Channel 5 shall not (and shall not authorise any third party to) do any of the following:

- transmit any Licensed Recording in a form in which the performance of an artist or group of artists featured in such Licensed Recording is distorted, mutilated or otherwise modified so as to be perceived by a reasonable person as prejudicial, detrimental or derogatory to the artist or group of artists concerned and/or to the Relevant Member;
- transmit any Licensed Recording in a context which Channel 5 ought reasonably to consider as being likely to be perceived by a reasonable person as detrimental or derogatory to the artist or group of artists featured in such Licensed Recording and/or to the Relevant Member;
- edit, mix, remix, adapt, change or otherwise manipulate any Licensed Recording so that the sounds transmitted are different from those on the original Sound Recording provided that Channel 5 shall be entitled to:
  - make such technical enhancements as it reasonably considers are required in order to make the sound quality of the Licensed Recording of an acceptable standard for transmission;
  - and transmit less than the full length of a Licensed Recording;
- make any copy of any Licensed Recording except as required or permitted by law, or as authorised under this Agreement;
- commit any act which deliberately encourages home recording or storage of Licensed Recordings other than as permitted by the law or the agreement, or any other agreement

between PPL and a third party licensee, including any licence covering any so-called “network personal video recorder/NPVR” service;

- use any Licensed Recording in such a way that such Licensed Recording, and/or any performer whose performance is contained on such Licensed Recording and/or the Relevant Member is associated with or gives any express or implied endorsement to:
  - any third party products, services, advertisers or sponsors, or
  - Channel 5 and/or any Licensed Affiliate Companies, or
  - any of the Licensed Services and/or Licensed Affiliate Services;
- use any Licensed Recording as an introduction to, or during, advertising unless advertising that Licensed Recording (albeit that PPL acknowledges that online display advertising is visible when the on-demand viewing window of the Licensee Platform is minimised);
- use any Licensed Recording as a station identity signal or as Signature Music; Signature Music is defined as a Commercial recording used in 3 episodes or more which is outside of PPL Blanket rules.

However, a commercial recording or “distinct” sequence can be used in UP TO 2 episodes -

Please note that THE USE OF COMMERCIAL WORKS IN TITLE AND/OR CREDIT SEQUENCES AND/OR BREAK BUMPERS ARE EXCLUDED IN THE MCPS MUSIC PROGRAMME LICENSE.

- use any Licensed Recording as a trade mark;
- use any Licensed Recordings of “The Beatles” and John Lennon without the prior permission of the relevant Member or PPL;
- publish programme schedules indicating (or otherwise provide advance notice of) the actual or likely time at which specific Licensed Recordings may be included in the Licensed Services.

With respect to a Permitted My5 Promotion which incorporates a Licensed Recording which has been re-copied rather than used in the form of an excerpt of a Programme, in the event PPL notifies Channel 5 that the Relevant Member or a performer on such Licensed Recording objects to the inclusion of the Licensed Recording in the Permitted My5 Promotion, Channel 5 shall cease transmission of such Permitted My5 Promotion as soon as possible and in any event no later than two Business Days from receipt of such notification.

Channel 5 acknowledges and agrees that any Single Artist Programme(s) to be made available for secondary exploitation will be subject to certain consents, from PPL or the Relevant Member (as applicable), relating to the inclusion of Licensed Recordings in such Single Artist Programme(s). For the avoidance of doubt, no secondary exploitation rights for any Programme(s), including any Single Artist Programmes, are granted under this Agreement.



## V. MY 5 AND VOD RIGHTS

Please note that the VOD window for a Music Programme uploaded to My5 and cleared under Channel 5's VPL AND PPL Blanket agreements is for **30 days only**. The Music Programme can only be uploaded to My5 **after** transmission on the Channel 5 licensed channels.

The programme must be taken down from My5 after 30 days. Please note that when a programme is repeated on a Channel 5 channel, under the terms of the PPL VPL blankets, another 30 day VOD window on My5 is created.



## VI. COMMISSIONED MUSIC AND PRODUCTION LIBRARY MUSIC

Are you planning to commission any bespoke music for opening/closing titles?

These are some available options from the Channel 5 approved list of Production libraries:

Using Production music from **The Paramount Global Music Library, MCPS registered production libraries, and Synctracks.** **For further details reference “A Guide To Music Costs And Notes.**

All rights in the above library music options clear “in all media, worldwide and in perpetuity”.

Do not use any other libraries outside this group without consulting Music And Media Services first.

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