



Newspaper Licensing Ireland Limited

LICENCE OF COPYRIGHT FOR PUBLIC BODIES, PROFESSIONAL FIRMS, EDUCATION INSTITUTIONS & ALL COMMERCIAL COMPANIES EXCLUDING MEDIA MONITORING COMPANIES AND PR FIRMS

A. _____ (“The Licensee”) of _____

(correct full name and address of legal entity - If it is intended that the License shall cover the activities of a number of entities within a single corporate structure then please list each of those group entities over-leaf and ensure that the total number of employees in the entire corporate structure is the figure indicated in the second part of the attached schedule. Only named entities will be covered by the terms of this licence provided that the accurate number of employees is indicated in the second part of the attached schedule.)

hereby accept(s) a Licence from Newspaper Licensing Ireland Limited (“the Permitted Licensor”) to reproduce the following newspapers (“the newspapers”), being those newspapers identified with a tick immediately below, or extracts therefrom in accordance with the terms overleaf:

- ✓ “National Newspapers” (which in this agreement shall mean those newspapers identified in Section A of the first part of the attached Schedule)
[] “Regional Newspapers” (which in this agreement shall mean those newspapers identified in Section B of the first part of the attached Schedule)
[] “UK Newspapers” (which in this agreement shall mean those newspapers identified in Section C of the first part of the attached Schedule)

B. The Licensee confirm(s) that the number of employees employed by the Licensee in Ireland is _____ and agree(s) to pay the appropriate fee (“the Fee”) calculated in accordance with the second part of the attached Schedule. The Licensee also agrees to pay such additional fees as are indicated in the second part of the attached Schedule for the additional rights at C below, if any.

C. The Licensee agrees to accept the granting to it of such additional rights by the Permitted Licensor as have been identified with a tick immediately below:

- [] Indefinite Electronic Storage Option (see Clause 2(i)(i))
[] Website Republishing Option (see Clause 2(i)(j))
[] Hard Copy Republishing Option (see Clause 2(i)(k))

D. The Licensee accept(s) and agree(s) to be bound by the terms set out overleaf.

E. The Licensee accept(s) that this Licence is effective from the date at the foot hereof (“the Commencement Date”).

For _____ (The Licensee)

Signed _____ (authorised to sign on behalf of Licensee)

Name of signatory _____

Position of Signatory _____ (Director or Senior Manager)

Office Use Only:

We grant the Licence on the terms set out overleaf.

Signed _____ For Newspaper Licensing Ireland Limited Dated _____

Group entities covered by the licence:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

TERMS:

1. In these provisions the following expressions shall have the following meanings unless the context otherwise requires:
 - (a) Proprietors:
Means the proprietors of the newspapers (both printed and on-line editions), as identified in the first part of the attached Schedule.
 - (b) Extract:
Any part of a newspaper.
 - (c) Auditor:
The Chartered Accountant appointed pursuant to Clause 10.
 - (d) Fee:
The fee payable annually from the Commencement Date.
 - (e) Indemnity Fee:
Where applicable, the fee payable in respect of past reproduction which, to have taken place lawfully, should have been licensed by the Permitted Licensor but was not so licensed. The amount of the Indemnity Fee payable by the Licensee will be:
 - (a) equal to the Fee payable for the first year of this Licence where the Indemnity Fee arises on foot of unlicensed reproduction which has taken place over one year or longer preceding this licence or;
 - (b) in the case of unlicensed reproduction which has taken place for a period of less than one year immediately preceding the Commencement Date, equal to the result of multiplying the Fee by the duration of past copying (e.g.) Where past unlicensed reproduction has taken place over a period of three months: Fee x 0.25 years = Indemnity Fee.
 2. In so far as the Licensee has sought to be granted a licence in respect of any of the National Newspapers, the Regional Newspapers and the UK Newspapers, the Permitted Licensor hereby grants to the Licensee:
 - (i) A non-exclusive licence for the duration of this Agreement to reproduce the National Newspapers or the Regional Newspapers, or both (as indicated on the following page) whether printed edition or on-line edition, or extracts therefrom in the following manner and subject to the following conditions: -
 - (a) to photocopy any article, report, part or extract of any newspaper set in Clause 1(a).
 - (b) subject to sub-clause (i) of this clause, to scan the newspaper or any extract thereof and produce a copy, including electronic copy of an extract, thereof, provided that the Licensee shall be entitled to keep an electronic copy of the scanned newspaper or extract thereof for a period of 30 days only from date of publication of the newspaper, and must delete it from its system at the end of that period.
 - (c) to reproduce a typographical arrangement of any copy extract made by way of conventional photocopying.
 - (d) subject to sub-clause (i) of this clause, to reproduce a typographical arrangement of any copy extract made by way of scanning, provided that the Licensee shall be entitled to keep an electronic copy of the scanned newspaper or extract thereof for a period of 30 days only from date of publication of the newspaper, and must delete it from its system at the end of that period.
 - (e) subject to sub-clause (i) of this clause, to store electronically or in any manner as may be further approved by the Permitted Licensor any extract, provided that the Licensee shall be entitled to keep an electronic copy of the scanned newspaper or extract thereof for a period of 30 days only from date of publication of the newspaper, and must delete it from its system at the end of that period.
 - (ii) A non-exclusive licence for the duration of this Agreement to reproduce the UK newspapers or extracts therefrom in the manner and subject to the conditions set out in Clause 2(a), (c), (f), (g) and (h) only. For the avoidance of doubt, the Licensee is not granted any rights with regard to reproduction of the newspapers or extracts therefrom in the manner and subject to the conditions provided for in Clause 2(b), (d), (e), (i), (j) and (k) above.
3. The License provided for in this Agreement is limited to reproduction in Ireland only.
 4. The Licensee shall ensure that the extracts are reproduced to a high standard of quality and shall as reasonably requested submit samples to the Permitted Licensor.
 5. The term of the Agreement shall be for 2 years certain from the date hereof subject to the provisions of Clause 9.
 6. All licensed extracts shall bear wording to the effect that they are made under licence from the Permitted Licensor and cannot be reproduced by the recipient in any form save as may be agreed by the Permitted Licensor.
- The Permitted Licensor warrants that the Proprietors have authorised the Permitted Licensor to enter into this Agreement on their behalf and that the newspaper

proprietors are the owners of the copyright in the newspapers and that the copying and distribution of the copies will not infringe the copyright of any third parties.

8.

- (i). In consideration of the licence hereby granted the Licensee shall pay the Fee to the Permitted Licensor, calculated in accordance with the second part of the attached Schedule, and subject to the provisions of Clause 9.
- (ii) Subject to the Licensee paying the Indemnity Fee, the Permitted Licensor agrees to indemnify the Licensee against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred as a result of reproduction by the Licensee prior to the signature of the Licence. The Licensee is obliged to pay the Indemnity Fee unless the Licensee can establish that there has been no unlicensed and unlawful past reproduction of the newspapers.
- (iii) (a) The Fee shall be paid annually in advance.
(b) VAT shall be payable on all sums payable hereunder at date of payment of the fee.

9.

Unless either party gives notice of their intention not to renew this agreement within one month of the date of the expiry of the term set out in Clause 5, the agreement shall continue indefinitely until otherwise terminated in accordance with its provisions. In the event that the agreement so continues, the Licensee shall be liable to pay an annual fee subject to such increases as the Permitted Licensor shall from time to time notify in advance to the Licensee.

10.

The Permitted Licensor shall be entitled to inspect the books of the Licensee on a quarterly basis, the said inspection to be carried out by a Chartered Accountant nominated by the Permitted Licensor to examine all books, documents and records relating to this Licence. The appointed Auditor shall be afforded reasonable access to the premises of the Licensee for the purposes of carrying out his inspection which will be carried out at a time that is mutually convenient insofar as is possible. Any Audits shall be at the expense of the Permitted Licensor and shall be subject to the reasonable procedural and confidentiality requirements of the Licensee.

11.

- (i). All information disclosed by either party to the other party pursuant to this agreement or any other information concerning the business of the other party other than such information that is or maybe or become generally available to the public through no fault of the other party, is disclosed in strict confidence and may be used by the receiving party only for the purposes of performing its obligations under this Agreement.
- (ii). The receiving party undertakes to keep the confidential information to which it becomes privy confidential and not to disclose it to any person, firm or company at any time hereafter save for the purpose of fulfilling the terms of this Agreement or as otherwise required by law.
- (iii). Each party shall use all reasonable endeavours to prevent the unauthorised disclosure of such confidential information by any of its employees or subcontractors who have access to such information.

12. Any dispute between the parties, which the parties cannot resolve within 10 days of such dispute having arisen, shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 2010. In the case of a dispute on the appointment of an arbitrator, he shall be appointed at the request of either party by the President for the time being of the Law Society of Ireland ("the President"), such request to the President to be made within 5 days of the dispute as to the appointment of the arbitrator having arisen. Judgment on any award tendered may be entered in any Court having jurisdiction. There shall be no right of appeal from the findings of the arbitrator save on a point of law.
13. Any notice required to be served under this Agreement shall be in writing and shall be sent either (i) by pre-paid recorded delivery post to the address of the addressee last known to the sender as specified in this Agreement or such notified change thereof and shall be deemed received seventy two (72) hours after posting or (ii) by facsimile to the last known facsimile number of the addressee or such notified change thereof and shall be deemed received upon transmission as evidence by a transmission receipt or report. Each party shall be obliged to inform the other in writing of any change in address, telephone or facsimile number.
14. Any liability of either party under the provisions of this Agreement may in whole or in part be released, varied, impounded or compromised by such party under any liability without it in any way prejudicing or affecting its rights against any other party under the same or a like liability whether joint and several or otherwise. No failure by either party to enforce any provision or term of this Agreement shall be construed as a waiver of such provisions or of the right thereafter of the party to enforce the same.
15. If any of the provisions of this Agreement is found by an arbitrator, court of competent jurisdiction or any other competent authority to be void, invalid or unenforceable, it shall be deemed to be deleted from this Agreement and the remaining provisions shall not be affected and shall continue to apply. The parties shall then negotiate in good faith in order to agree terms of a mutually satisfactory provision to be substituted for the provision found to be void, invalid or unenforceable.
16. This Licence is personal to the Licensee who shall not be entitled to assign it or grant any sub-licenses thereunder.
17. The provisions of this Agreement state the entire agreement between the parties and override and supersede all prior promises representations understandings arrangements or agreements. No amendment or modification to this Agreement shall be made except in writing signed by both parties.
18. Notwithstanding Clause 12, if the Licensee fails to pay any of the fees provided for in this Agreement on time then the Permitted Licensor is entitled to initiate debt collection proceedings without notice to the Licensee and without invoking the arbitration procedure referred to above.