



Newspaper Licensing Ireland Limited

LICENCE OF COPYRIGHT FOR A PUBLIC RELATIONS COMPANY

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 _____

Please return to:

Newspaper Licensing Ireland Limited, Clyde Lodge, 15 Clyde Road, Ballsbridge, Dublin 4

Tel: 01 668 9099 Fax: 01 668 9872 Website: www.newspaperlicensing.ie

Email: info@newspaperlicensing.ie

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Group entities covered by the licence:

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

TERMS:

Definitions

1. In these provisions the following expressions shall have the following meanings unless the context otherwise requires:
 - (a) The Newspaper(s): Means the newspapers identified in Schedule 1.
 - (b) Extract: Means any part of any of the Newspapers.
 - (c) Auditor: Means the Chartered Accountant appointed pursuant to Clause 12.
 - (d) Client: Means a client to whom you deliver Extracts or in respect of whom the Permitted Licensor has granted you express permission to deliver Extracts.
 - (e) Clipping: Means an Extract or copy of an Extract which you send or furnish to a Client.
 - (f) Fee: The fee payable annually from the Commencement Date in addition to the Indemnity Fee.
 - (g) Indemnity Fee: Where applicable, the fee payable in respect of past reproduction which, to have been licensed lawfully, should have been licensed lawfully, should have been licensed by the Permitted licensor but was not so licensed.
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.
 - (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. (a) Without prejudice to the other terms of this licence, the Licensee shall not supply, distribute, deliver or otherwise disseminate any Clipping to any Client who it should reasonably be expected to believe is likely to further reproduce or distribute such Clipping as part of its business, unless you have notified the Permitted Licensor in writing of its intention to do so and we have specifically approved (on

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.

(f) to send or furnish a copy of any extract howsoever produced as provided for in the previous sub-paragraphs to clients.

(g) to deliver copies as described above to clients of the Licensee subject to the provisions hereinafter appearing.

(h) keep records of all extracts made and delivered in accordance with this Clause 2 on a newspaper-by-newspaper basis and where required, deliver them to the Permitted Licensor.

(i) in the event that the Licensee has indicated overleaf that it wishes to avail of the additional rights granted for the "Indefinite Electronic Storage Option", then the period of 30 days referred to in sub-clauses (b), (d) and (e) shall be deleted.

(j) in the event that the Licensee has indicated overleaf that it wishes to avail of the additional rights granted for the "Website Republishing Option", to publish an electronic copy of such extract or extracts as have been notified in advance in writing to the Permitted Licensor on such website or websites as have been notified in advance in writing to the Permitted Licensor.

(k) in the event that the Licensee has indicated overleaf that it wishes to avail of the additional rights granted for the "Hard Copy Republishing Option", to incorporate such extract or extracts as have been approved in advance by the Permitted Licensor in such printed material approved in advance by the Permitted Licensor limited to the maximum quantity communicated in advance in writing to the Permitted Licensor.

such terms as shall be at our sole discretion) its making them available to that client.

- (b) The Licensee shall ensure that its terms and conditions with every Client state that the Client is not entitled to further reproduce or distribute any Clippings furnished by it to that Client, either internally or to any third party so as to infringe the intellectual property rights vested in the Permitted Licensor.
- (c) Should the Licensee receive information that one of its Clients is involved in further reproduction or distribution of any Clippings which has been furnished by the Licensee or Permitted Licensor to that Client, then the Licensee shall notify the Permitted Licensor immediately.

5. Client Reports

- (a) Upon signing hereof, and thereafter upon request by the Permitted Licensor, the Licensee shall furnish a written report to the Permitted Licensor in the form provided for in the second part of the attached Schedule containing particulars of each Client to whom the Licensee has given Clippings during the previous year and any other Clients to whom the Licensee anticipates giving Clippings during the following year. The particulars in respect of each Client to be furnished to the Permitted Licensor shall be at the sole discretion of the Permitted Licensor, but shall at the least, include the name, address and e-mail address and contact name for each Client.
- (b) If this report is not furnished within the time period provided or, if the report is found to contain material inaccuracies, the Permitted Licensor reserves the right to terminate this Agreement with immediate effect. Where a License has been terminated pursuant to this subsection, then the Licensee is entitled to apply for a new Licence only upon payment to the Permitted Licensor of the renewal fee as set out in the third part of the attached Schedule. The renewal fee shall be payable by the Licensee to the Permitted Licensor in addition to all other payments you are required to make to the Permitted Licensor pursuant to this Agreement and the Licenses.

- 6. 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.
- 7. The term of the Agreement shall be for 2 years certain from the date hereof subject to the provisions of Clause 11.
- 8. 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.
- 9. 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.

- 10.
 - (a). In consideration of the licence hereby granted the Licensee shall pay the Fee to the Permitted Licensor, calculated on the basis calculated in accordance with the third part of the attached Schedule, and subject to the provisions of Clause 8.
 - (b) 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.

- (c)
 - (i) The Fee shall be paid annually in advance.
 - (ii) VAT shall be payable on all sums payable hereunder at date of payment of the fee.

- 11. 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 7, 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.

- 12.
 - (a) 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 inspections shall be subject to the reasonable procedural and confidentiality requirements of the Licensee.
 - (b) Without prejudice to clause 12(a) above, the inspection provided for in Clause 12 (a) shall be so that the Permitted Licensor can satisfy itself that:
 - i. To check that the Licensee has complied with its obligations under Clause 2, 3, 4, 5, 6 and 10 above.
 - ii. To determine whether the Licensee is carrying out any acts in respect of which it is not licensed.
 - iii. To ensure that each of the Licensee's Clients are licensed, where necessary, by the Permitted Licensor.

- iv. To verify the accuracy of the information contained in the written report provided for in clause 5 above, or to verify that no such written report has been furnished by the Licensee.
- (c) If an inspection shall provide that the Licensee has understated any payments to the Permitted Licensor, then the Licensee shall immediately pay to the Permitted Licensor the amount understated upon demand, in addition to interest from the date such amount was due until paid at the rate of fifteen per cent (15%). If an inspection discloses an understatement in any payment made by the Permitted Licensor of three per cent (3%) or more, or alternatively, if in the opinion of the Appointed Auditor the Licensee has obstructed the Appointed Auditor in carrying out the inspection, the Licensee shall, in addition to repayment of monies owed with interest, reimburse the Permitted Licensor for any and all costs and expenses connected with the inspection (including travel, lodging and wages, expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies the Permitted Licensor may have. In all other circumstances, an inspection under this clause 12 shall be at the expense of the Permitted Licensor.
- 13.
- (a). 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.
- (b). 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.
- (c). 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. This Licence is personal to the Licensee who shall not be entitled to assign it or grant any sub-licenses thereunder.
19. The provisions of this Agreement state the entire agreement between the parties and override and supersede all prior promises representations understandings arrangements or agreements.
20. Notwithstanding Clause 14 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.

