

# **STANDARD TARIFF**

## **Live Streaming (LS)**

Introduced on 8<sup>th</sup> of October 2021  
Effective from 8<sup>th</sup> of November 2021

### 1. SCOPE OF TARIFF

This tariff applies to the public performance of the Repertoire Controlled by IMRO/MCPSI for Events as defined in this tariff and any subsequent download or catch up facilities relating to the original Events.

This tariff applies when:

- (a) An Event is Broadcast on a Licensed Platform, where revenue is received (or receivable) for the Event (including but not limited to any sponsorship and/or any State subsidies which supplement and/or substitute the Event's box office receipts);

**OR**

- (b) An Event is Broadcast on a Non-Licensed Platform.

### 2. DEFINITIONS

For the purposes of this tariff: -

**“Books and Records”** shall include, but is not limited to

- the audited accounts
- the accounting records, ticket selling agent manifest, stream reports, ticket accounting records, invoices, complimentary ticket sales and any other information needed to verify the information received to calculate the royalty in accordance with paragraph 5 of this tariff.

**“Broadcast”** means an electronic transmission of visual images, sounds or other information which is transmitted online for simultaneous reception by Users and is capable of being lawfully received by them.

For the avoidance of doubt the term “broadcast” or “broadcasting” when used in this tariff without a capital “B” shall have the meaning given to it by the Copyright and Related Rights Act, 2000 (**“the Act”**).

**“Estimated Royalty”** means IMRO/MCPSI's calculation of the royalty for an Event based on the information available to it at the date of estimation, including “ticket price” (or cost of access) of the Event and public view count of similar Events. The Estimated Royalty figure is at IMRO/MCPSI's sole discretion.

**“Event”** means a Live Streaming Performance, or Pure Webcasting or Premium or Interactive Webcasting, or Limited Download or On Demand Streaming of the original Live Streaming Performance.

“**Event Promoter**” means in relation to an Event, any person who undertakes or authorises another to undertake any act restricted by s.37(1) of the Copyright and Related Rights Act, 2000.

“**IMRO**” means Irish Music Rights Organisation CLG.

“**Licensed Platform**” means any online digital service provider, website, platform, application or similar technology which is, at the time of a Live Streaming Performance, licensed by IMRO (or a third party on IMRO’s behalf) under a tariff for online exploitation of rights other than the Live Streaming Tariff.

“**Limited Download or On Demand Streaming**” means users can stream specific tracks of a Live Streaming Performance on an on-demand basis, or access limited (aka tethered) downloads of tracks on demand of a Live Streaming Performance, PROVIDED THAT the Live Streaming Performance has concluded and that any such on-demand streaming or limited downloads cannot occur after a period of 72 hours following the conclusion of the Event,.

“**Live Streaming Performance**” means a live performance of musical works (including instrumental, electronic, digital or by any other means) which takes place in Ireland, in which Repertoire Controlled by IMRO/MCPSI is Broadcast. The performance does not have to be exclusively a performance of musical works.

“**MCPSI**” means the Mechanical Copyright Protection Society of Ireland CLG.

“**Net Revenue Receipts**” means all revenue received (or receivable) for the Event, (including but not limited to sponsorship, any State subsidies which supplement/substitute the Event’s box office receipts, etc.) less only any applicable VAT, selling agent commission and credit card booking fees.

“**Non-Licensed Platform**” means any online digital service provider, website, platform, application or similar technology which is **NOT**, at the time of a Live Streaming Performance, licensed by IMRO (or a third party on IMRO’s behalf) under a tariff for online exploitation of rights other than the Live Streaming Tariff.

“**Pure Webcasting**” means continuous programmed webcasts where the original performance takes place in Ireland. Users cannot interact, e.g. pause, fast forward, skip tracks or influence output by rating tracks.

“**Premium or Interactive Webcasting**” means a webcast where the original performance takes place in Ireland and users can interact e.g. skip tracks, pause, fast forward etc, but not select specific tracks on demand.

“**Repertoire Controlled by IMRO/MCPSI**” means all and any musical works (including any words associated with such works) in which rights to perform publicly and to authorise others to do the same are vested in IMRO/MCPSI.

“**User**” means a person who is authorised to access an Event.

### 3. EXCLUSIONS

IMRO/MCPSI in their sole discretion will determine which tariff applies to the proposed performance of musical works.

Particulars of the proposed performance should be notified to IMRO/MCPSI who will thereafter licence the Event in accordance with the appropriate tariff.

**4. APPLICATIONS FOR A COPYRIGHT MUSIC LICENCE (“The Licence”) TO HOLD MUSICAL ENTERTAINMENTS LIVE STREAMS**

The primary obligation is on the Event Promoter to obtain the necessary Licence from IMRO/MCPSI to permit the live streaming public performance of musical works in the Repertoire controlled by IMRO/MCPSI and to pay all royalties due thereon in accordance with this tariff.

This tariff must be read in conjunction with the Licence and in the event of any conflict or inconsistency between this tariff and the Licence, the Licence shall take precedence.

**5. ROYALTIES**

The following shall apply to all royalties falling due under this tariff between

**1<sup>st</sup> January 2021 and 31st December 2021**

**5.1. Royalty, Returns, Invoicing and Payment**

**5.1.1. Royalty**

The royalty per Event shall be calculated by applying the following rates to the Net Revenue Receipts arising from each Event or the following minima.

Where an Event is Broadcast pursuant to Clause 1(b) above, and Net Revenue Receipts are zero, the Minima will apply.

|  | <b>Higher of (a) or (b)</b>  |                    |
|--|------------------------------|--------------------|
|  | (a) Royalty                  | (b) Minima         |
| Pure Webcasting                        | 15%* of Net Revenue Receipts | €0.0009 per Stream |
| Premium and Interactive Webcasting     | 15%* of Net Revenue Receipts | €0.0014 per Stream |
| Limited Download / On Demand Streaming | 15%* of Net Revenue Receipts | €0.0035 per Stream |

Minima rates per stream apply to Non-box office/free events on platforms not already licensed by IMRO

**\*The 15% royalty rate is discounted to 10% until 30 June 2022, when it will increase to 12.75% until 31 December 2022. From 1 January 2023, the rate will increase to 15%.**

**5.1.2.** Subject to paragraph 5.1.1. of this tariff, where the licensee establishes to IMRO’s satisfaction in respect of a Variety show or other theatrical presentation, that Repertoire Controlled by IMRO/MCPSI is performed during less than 80% of the Performing time, the royalty for the Event as calculated under paragraph 5.1.1 shall be subject to the following discounts:

| <b>Duration of Repertoire Controlled by IMRO/MCPSI</b> |                |
|--|----------------|
| 10% of Performing Time or Less                         | Discount – 90% |
| Between 10% and less than 20% of Performing Time       | Discount – 85% |

|  |                |
|--|----------------|
| Between 20% and less than 30% of Performing Time | Discount – 75% |
| Between 30% and less than 40% of Performing Time | Discount – 65% |
| Between 40% and less than 50% of Performing Time | Discount – 55% |
| Between 50% and less than 60% of Performing Time | Discount – 45% |
| Between 60% and less than 70% of Performing Time | Discount – 35% |
| Between 70% and less than 80% of Performing Time | Discount – 25% |

**5.1.3.** IMRO/MCPSI will not unreasonably refuse to issue a Licence but reserves the right to refuse to issue a Licence to the Event Promoter, due to previous non-compliance with the terms and conditions of IMRO/MCPSI licences and tariffs. If IMRO/MCPSI refuse to issue a Licence, the Event Promoter shall not include the performance of any musical works in the Repertoire controlled by IMRO/MCPSI at the Event.

**5.1.4.** Returns, Invoicing & Payment

The Event Promoter must, within 30 days of the end of the month in which the Event takes place, submit electronically to IMRO/MCPSI a statement(s) for each Event(s) in accordance with a format outlined by IMRO/MCPSI, detailing for each individual Event:

- Details of the streaming figures (including both Live Streaming Performances and Saved Live Streaming Performances) of the Event;
- Ticket prices paid by Users, pre-VAT and post-VAT and actual number of tickets sold at each ticket price;
- Selling agent and credit card commissions included in the ticket price paid by Users;
- Total gross receipts from ticket sales;
- Number of complimentary accesses allocated;
- Programme Details/Setlist in respect of all performers if not already submitted in accordance with Paragraph 9 below;
- Details of any revenue other than revenue generated from ticket sales which is included in the Net Revenue Receipts.

IMRO/MCPSI will calculate the royalty owing in accordance with and under paragraph 5.1.1 and will issue an invoice in respect of the royalty owing, settlement of which will be due within 30 days of invoice date.

If the information required pursuant to Paragraph 5.1.4 is not submitted to IMRO/MCPSI within the specified time period, an administration fee of 5% of the Royalty/Minima due pursuant to Paragraph 5.1 (subject to Paragraph 5.1.2) shall be payable to IMRO/MCPSI.

**5.1.5.** If the Event Promoter does not have a trading record of at least one year with IMRO/MCPSI or if there is a history of non-compliance with the terms and conditions of IMRO/MCPSI licences and tariffs, IMRO/MCPSI may require the Licensee to pay 25% of the Estimated Royalty plus VAT for the Event to IMRO/MCPSI 45 days prior to the Event taking place, with a further 50% plus VAT being paid 15 days prior to the Event taking place, with the balance due being paid after the Event in accordance with paragraph 5.1.3. If there is an overpayment IMRO/MCPSI will reimburse the Licensee 30 days after receipt of all returns required at paragraph 5 hereof.

**5.1.6.** If returns as outlined in paragraph 5.1.3 are not submitted within 30 days of the Event, IMRO/MCPSI will calculate an Estimated Royalty in accordance with paragraph 5.1.1. An invoice will issue which is immediately payable. The Event Promoter shall be liable to IMRO/MCPSI for an administration fee of

2% of the Estimated Royalty if IMRO/MCPSI are required to calculate the Estimated Royalty.

- 5.1.7. If the Event Promoter has failed to provide the items specified at paragraph 5.1.3 within a period of 60 days from the date of the Event, they shall not receive any credit or refund to which, but for such failure he would otherwise be entitled to under this tariff. The provisions of this paragraph are without prejudice to IMRO/MCPSI's right to require the Event Promoter to furnish the items specified at paragraph 5.1.3.

## 6. VALUE ADDED TAX

Every licensee under this tariff shall pay to IMRO/MCPSI, in addition to the Royalty due / Estimated Royalty due under the tariff, a sum in respect of Value Added Tax calculated at the relevant rate on the royalty payable.

## 7. INFLATION ADJUSTMENT

The foregoing net revenue receipt thresholds set out in paragraph 5.1.1 and referred to as "Minima" are related to the Consumer Price Index of Retail Prices of 150.9 points for mid-December 2020 (on the 1996 base) as published in the Irish Statistical Bulletin, and will be adjusted on 1<sup>st</sup> January 2022 [To be confirmed before launch] and each subsequent anniversary of that date in proportion to annual changes in the previous December's monthly Index. Adjustments under this paragraph to the Net Revenue Receipt thresholds shall be rounded to the nearest euro.

## 8. PROGRAMME DETAILS / SETLIST

In the case of all Events licensed under this tariff, the Event Promoter must send IMRO/MCPSI in the format specified, along with the details required in paragraph 5.1.3, particulars of all musical works performed at each Event.

## 9. LICENCE APPLICATION

IMRO/MCPSI do not undertake to offer a Licence at the rates of charge shown in this tariff in respect of any Events unless application has been made for a Licence by the live stream organiser in advance of streaming performances.

If an artist owns repertoire being performed in an Event, the licensee can contact IMRO directly for further guidance on licensing.

## 10. LATE PAYMENTS

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in European Communities (Late Payment in Commercial Transactions) Regulations 2012 (the "**Late Payments Regulations**").

Interest must be paid in respect of the period beginning on the date after the due date of payment and ending on the date on which the payment is received by IMRO/MCPSI.

The Late Payments Regulations provide that unless otherwise specified in an agreed contract, the interest rate will be the European Central Bank main refinancing rate (as at 1 January and 1 July in each year) plus 8 percentage points (with effect from 16 March 2013). The ECB rates in force on 1 January and 1 July apply for the following six months in each year. Only one rate will apply to a late payment – that is the rate in force on the payment date. This rate cannot be negotiated with the supplier.

Penalty interest due for late payments is calculated on a daily basis. The ECB rate can be checked on the Central Bank and Financial Services Authority of Ireland website [www.centralbank.ie](http://www.centralbank.ie).

**11. COMMENCEMENT**

This tariff shall come into force on the 8<sup>th</sup> of November 2021.



**IRISH MUSIC RIGHTS ORGANISATION CLG**

Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2.  
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[www.imro.ie](http://www.imro.ie)

Registered in Dublin number 133321

**LIVE STREAMING LICENCE**

|                                    |                                 |
|------------------------------------|---------------------------------|
| <b>Licensee Name:</b>              | <b>Live Streaming Platform:</b> |
| <b>Licensee Address:</b>           | <b>Live Streaming URL:</b>      |
| <b>Phone No:</b><br><b>CRO No:</b> | <b>Event Date:</b>              |
| <b>Email Address:</b>              | <b>Live Streaming URL:</b>      |

**1 DEFINITIONS**

The Live Streaming Tariff (“**Tariff LS**”) forms an integral part of this Licence and the definitions in the Live Streaming Tariff are applicable to this Licence as if they were set out herein.

**2 LICENCE**

2.1 Irish Music Rights Organisation CLG (“**IMRO**”) and Mechanical Copyright Protection Society Ireland CLG (“**MCPSI**”) (together, “**the Licensor**”) by the signature of the IMRO representative on this document, in consideration of the Licensee paying a royalty calculated in accordance with the Tariff LS, and subject to the terms and conditions herein and in Tariff LS, grants the Licensee a non-exclusive licence to

2.1.1 Broadcast Repertoire Controlled by IMRO/MCPSI solely as part of the Event.

2.1.2 Reproduce Repertoire Controlled by IMRO/MCPSI for the sole purpose of Broadcasting the Event.

2.2 This Licence does not permit the public performance of the Event in front of a live audience present at the venue from which the Event is Broadcast. The appropriate live performance IMRO licence must be obtained separately for such performance.

**3 RESTRICTIONS ON RIGHTS**

- 3.1 The licence granted in Clause 2.1.1 above permits a copy of the Event to be made and retained by the Licensee, broadcast on the Event Date and for Limited Download or On Demand Streaming during a period of 72 hours after the initial live Broadcast.
- 3.2 If the Licensee (or any other party) wishes to use the reproduction of the Live Streaming Performance for any other purpose beyond that specified above (including, for the avoidance of doubt, streaming the Event at another time, whether by Broadcast, Limited Download or On Demand Streaming), the necessary additional synchronisation, mechanical and communication to the public licence(s) must be obtained from MCPSI and IMRO respectively.
- 3.4 This Licence does permit the exploitation of Repertoire Controlled by IMRO/MCPSI in conjunction with any advertising, sponsorship or in any other way that might reasonably imply an endorsement between the Repertoire Controlled by IMRO/MCPSI (and/or their owners) or the performance of the Repertoire Controlled by IMRO/MCPSI and any product, service or brand.

**4 ROYALTY CALCULATION & RETURNS** This Licence is granted in consideration of the Licensee paying a royalty calculated in accordance with the Tariff LS.

4.2 The Licensee agrees to pay the Licensor the Royalties due pursuant to Clause 5 of Tariff LS, and to comply with the terms of this Licence

5 **COMPLIMENTARY ACCESS**

5.1 The Licensee shall send the Licensor, for use in promoting copyright music, 20 free and transferable Access Passes for the Event, or, in default, shall pay the Licensor a sum equal to the face value of such tickets, no later than twenty one (21) days before the Event.

6 **TERMINATION OR CANCELLATION**

6.1 This Licence shall expire at the end of the 72-hour Limited Download or On Demand Streaming period immediately after the initial live Broadcast unless terminated earlier in accordance with this clause 6.

6.2 A party shall have the right to terminate this Licence by notice forthwith where the other party:

6.2.1 Commits a material breach of this Licence;

6.2.2 Goes into receivership, administration, examinership or any resolution is passed for its winding-up or liquidation (other than for the purposes of reconstruction or amalgamation) or is otherwise unable to pay its debts.

6.3 Termination of this Agreement for whatever reason shall be without prejudice to any rights which have already accrued to the parties under this Agreement.

7 **THE LICENSOR'S RIGHT TO AUDIT**

7.1 The Licensor, shall at its request and its expense (subject to clause 7.2), on reasonable written notice to the Licensee, be entitled to inspect during normal working hours, such of the Books and Records of the Licensee as the Licensor deems necessary solely for the purpose of verification of the income upon which the Royalties are calculated. Such inspection shall be carried out by the Licensor or a person appointed by the Licensor to perform the inspection. The Licensee shall allow access to its premises for these purposes.

7.2 The Licensor shall be responsible for the costs of the inspection referred to in clause 12.1, unless as a result of the inspection, the Royalty calculated by the Licensor as payable is in excess of 7% higher than the Royalty calculated by the Licensor on the basis of the information provided to it under clause 5 of Tariff LS, in which case the Licensee shall reimburse the Licensor for all of the costs of such inspection.

8 **CONFIDENTIALITY**

The Licensor undertakes that it will not, at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of a licensee, except as specifically provided in this paragraph. The Licensor acknowledges that confidential information of a licensee includes, without limitation, any information which is submitted to the Licensor as part of the licensee's returns under this Licence or for the purposes of claiming and/or vouching any discount claimed by a licensee under this Licence. Notwithstanding the above, the Licensor may disclose a licensee's confidential information (a) to those of its employees, officers, representatives or advisers who need to know such information for the purpose of assisting the Licensor's in carrying out its business, subject to the Licensor ensuring that such employees, officers, representatives or advisers equally comply with this obligation of confidence; and (b) as may be required by law, court order or any governmental or regulatory authority.

9 **NO ASSIGNMENT**

The Licensee shall not assign or part with the possession of this Licence without the prior written consent of the Licensor.

10 **SEVERABILITY CLAUSE**

The benefits of each of the provisions set out in this Licence, and each and every part of each such provision, shall be deemed to be separate and severable and enforceable accordingly. It is hereby agreed that, in the event of any provisions of this Licence being found to be void or otherwise unenforceable, but would be valid if some part thereof were deleted or if the period or area of application was reduced or the range of activities was limited, such provision shall apply with such modification and shall be given effect to in such modified form as may be necessary to make it valid and effective.

11 **CHANGE OF ADDRESS**

The Licensee shall give prompt written notice to the Licensor of any change in the address of the Licensee.

12 **LATE PAYMENTS**

Invoices are payable 30 days from the date of issue. Interest is payable thereafter until the date of actual payment at the rate specified in the EC (Late Payments on Commercial Transactions) Regulations 2002.

13 **MISCELLANEOUS**

13.1 No delay or omission in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver shall be binding or effectual for any purpose unless expressed in writing and signed by the party giving it and any such waiver shall be effective only in the specific instance and for the purpose given.



- 13.2 This Licence and Tariff LS taken together, set forth the entire agreement of the parties in relation to the subject matter hereof and each of the parties hereto acknowledges that it has not entered into this Licence in reliance on any representation or term not contained in this Licence and/or Tariff LS.
- 13.3 The headings to the clauses in this Licence are included for ease of reference only and are not part of this Licence and are not to be taken into account in its construction.
- 13.4 The parties shall (and shall procure that any other necessary party within its control shall) execute all such documents and do all such acts and things as may be reasonably be required on or subsequent to completion of this Licence for securing each of the obligations of the respective parties under this Licence.
- 13.5 If this Agreement creates any rights which would in the absence of this provision be enforceable by any person not a party to this Agreement, such rights shall not be enforceable.

**14 JURISDICTION AND APPLICABLE LAW**

This Licence shall be governed by, and construed in accordance with, the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction to deal with all disputes arising from or touching this Agreement.

**SIGNED BY ON BEHALF OF THE LICENSEE.....**

**please indicate office held by signatory as follows - Proprietor/Company Secretary/Director, etc.**

**FULL NAME OF SIGNATORY.....**

**(in block letters)**

**Signed by IRISH MUSIC RIGHTS ORGANISATION CLG**

**Authorised Signatory.....**

**Date signed by the Licensor.....**

**THIS DOCUMENT, OR THE LICENSOR’S ACTION IN SENDING IT TO THE LICENSEE, SHALL NOT CONSTITUTE A LICENCE (EXPRESS OR IMPLIED) UNTIL IT HAS BEEN SIGNED ON BEHALF OF THE LICENSOR.**