

(e) Details of the Nature of Licensing Schemes Managed

Newspaper Licensing Ireland licenses all companies who photocopy or scan extracts from the list of newspapers detailed in section (g) including press cuttings agencies, PR companies, trade bodies, professional firms and commercial organisations.



Newspaper Licensing Ireland Limited

Business Licence Pack

About NLI

Newspaper Licensing Ireland Limited (NLI) facilitates the commercial use and copying of newspaper and magazine content in Ireland including a significant amount of website content.

An NLI licence permits companies and organisations to copy and use articles in accordance with copyright law.

NLI provides a range of cost-effective licences and is mandated to license the reproduction of content from more than 200 publications including the best of Ireland's newspapers, magazines and websites.

NLI is a leading member of the Press Database & Licensing Network (PDLN) and the International Federation of Reproduction Rights Organisations (IFRRO).

Why Copyright?

Copyright is a form of legal protection for creative works; it's applied to music, books, film and other original works – including newspapers, magazines and websites.

Respecting copyright is vital to sustain creativity and ensure that publishers continue investing in diverse and authoritative journalism.

Everything as it appears in a newspaper, magazine or website remains the property of the publisher and is protected by the Copyright and Related Rights Act (2000).

NLI is authorised and registered with the Patents Office in the Register of Copyright Licensing Bodies.

Publications

NLI provides copyright licensing for a range of publications including national, regional & UK newspapers (incl. Irish editions), magazines and websites.

The NLI publication schedule is available on our website at www.newspaperlicensing.ie

The NLI Business Licence

With an NLI Business Licence you may legally:

Paper Rights

- Photocopy
- Print
- Fax

Digital Rights

- Scan
- Email internally to staff
- Host on an intranet
- Access articles provided by a Media Monitoring Organisation (MMO) or a Public Relations Agency
- Archive - store electronically for up to 30 days

Additional Rights

- Extended Archive - store electronically for over 30 days
- Website republishing - post articles on your company website



Basic Licence

The national newspapers repertoire is mandatory for all NLI licences.

The basic licence fee is based on the total number of staff within a company or organisation.

Coverage for regional newspapers, magazines and UK newspapers* is also offered, and the licence fees are set out in the fee schedule.

Registered charities may qualify for a discount on request.

* Only paper rights apply to the UK repertoire.

Basic Licence Fees

Number of Employees	National Newspapers	Regional Newspapers	Magazines	UK Newspapers*
0 - 10	€206.00	€100.00	€93.00	€53.00
11 - 50	€299.00	€148.00	€136.00	€80.00
51 - 100	€398.00	€200.00	€179.00	€102.00
101 - 300	€601.00	€301.00	€271.00	€155.00
301 - 500	€1001.00	€501.00	€436.00	€262.00
501 - 1000	€1,500.00	€749.00	€676.00	€391.00
1001 - 2000	€2,000.00	€1,000.00	€898.00	€520.00
2001 - 5000	€3,000.00	€1,502.00	€1,354.00	€784.00
5001 - 10000	€3,499.00	€1,750.00	€1,575.00	€913.00
10001 - 20000	€4,499.00	€2,250.00	€2,023.00	€1,174.00
Over 20,000	Apply	Apply	Apply	Apply

VAT is payable on all fees and must be added to figures above. The current VAT rate is 23%

Licence Extensions

In addition to the rights granted in the basic licence, NLI also offers two licence extensions:

Archive

Clippings and articles may normally be stored for up to 30 days, after which they must be deleted. A company or organisation may extend electronic storage past 30 days for the duration of their licence by availing of our archive option.

For clients of a Media Monitoring Organisation (MMO):

If your MMO maintains an archive of content over 30 days via its portal on your behalf, you must select this option.

Archive Fees

Number of Employees	National Newspapers	Regional Newspapers	Magazines	All
0 - 10	€61.80	€30.00	€27.90	€119.70
11 - 50	€89.70	€44.40	€40.80	€174.90
51 - 100	€119.40	€60.00	€53.70	€233.10
101 - 300	€180.30	€90.30	€81.30	€351.90
301 - 500	€300.30	€150.30	€130.80	€581.40
501 - 1000	€450.00	€224.70	€202.80	€877.50
1001 - 2000	€600.00	€300.00	€269.40	€1,169.40
2001 - 5000	€900.00	€450.60	€406.20	€1,756.80
5001 - 10000	€1,049.70	€525.00	€472.50	€2,047.20
10001 - 20000	€1,349.70	€675.00	€606.90	€2,631.60
Over 20,000	Apply	Apply	Apply	Apply

VAT is payable on all fees and must be added to figures above. The current VAT rate is 23%

Website Republishing

The website republishing licence permits companies and organisations to post articles on their own website.

The licence permits:

- Posting an electronic copy of an article (e.g. a pdf)
- Republishing a text extract of an article

The annual licence is based on the total number of articles posted on your website (at any given time).

Website Republishing Fees

Bundle (Press Clippings)	Annual Fee
≤ 5	€517.00
≤ 10	€859.00
≤ 15	€1,205.00
≤ 25	€1,636.00
≤ 50	€2,324.00
50+	Apply

VAT is payable on all fees and must be added to figures above. The current VAT rate is 23%

Indemnity

The indemnity legitimises past unlicensed copying. It is mandatory for companies and organisations that have copied newspapers or magazines prior to taking out an NLI licence.

The indemnity fee is calculated by multiplying the current annual licence fee by the duration of past copying on a pro-rata basis.

Licensee Detail

Full legal name of organisation

"The Licensee"

Address

List of affiliated companies

Total number of employees

Name of Media Monitoring or PR Company (if applicable)

Contact Person

Name

Position

Address (if different)

Phone

Email

Basic Licence

National Newspapers

YES

Regional Newspapers

YES NO

Magazines

YES NO

UK Newspapers (paper rights only)

YES NO

Archive

Archive over 30 days

YES NO

Website Republishing

Website republishing

YES NO

Website address

No. of articles

Up to 5 Up to 10
 Up to 15 Up to 25
 Up to 50 Over 50

Indemnity

Indemnity for past copying

YES NO

Date when copying commenced

Acceptance of Terms

I certify the information on this application form is correct and acknowledge that this licence is effective from the below Commencement Date

I accept the Terms and Conditions overleaf

Signed (authorised to sign on behalf of applicant)

Name of signatory

Position

Office use only We grant the Licence on the terms set out overleaf

Signed

For Newspaper Licensing Ireland Limited
("The Licensor")

Commencement
Date

Terms & Conditions

1. DEFINITIONS

In these provisions the following expressions shall have the following meanings unless the context otherwise requires:

- (a) **Auditor:** The Chartered Accountant appointed pursuant to Clause 11.
- (b) **Commencement Date:** The date inserted by NLI on the application form herewith for the beginning of the licence term.
- (c) **Digital Extract:** An Extract in a digital format.
- (d) **Extract:** Any part of a Publication.
- (e) **Fee:** The fee payable annually from the Commencement Date.
- (f) **Indemnity Fee:** Where applicable, the fee payable in respect of past reproduction which, to have taken place lawfully, should have been licensed by NLI but was not so licensed. The amount of the Indemnity Fee payable by the Licensee will be:
- (i) for each of the six years preceding the Commencement Date, 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;
 - (ii) 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.
- (g) **Media Monitoring Link(s):** means a hyperlink to an Extract, together with any related data/information, supplied to the Licensee by a Media Monitoring Organisation.
- (h) **Media Monitoring Organisation:** an organisation with whom the Licensee has an arrangement for the provision to the Licensee of Media Monitoring Links.
- (i) **NLI:** Newspaper Licensing Ireland Limited, the entity mandated by the proprietors of the Publications to licence the reproduction of the content in the Publications.
- (j) **Publication(s):** Means the newspapers and magazines listed in the Schedules, including the online editions of those newspapers and magazines to the extent provided for in the Schedules.
- (k) **Schedules:** The lists of newspapers and magazines set out at www.newspaperlicensing.ie which provide for the extent of reproduction rights (whether print, website or both) which NLI is mandated to licence.

2. RIGHTS GRANTED

These terms set out the conditions upon which NLI grants the Licensee on behalf of the publishers, in so far as the Licensee has sought to be granted a licence in respect of any of the Publications, the rights set out below. If the Licensee has selected a PR Licence then the provisions of clause 20 shall also apply.

- (i) A non-exclusive licence for the duration of this Agreement to reproduce the Publications, or Extracts or Digital Extracts therefrom in the following manner and subject to the following conditions: -

- (a) to photocopy any Extract of any Publication.
- (b) subject to sub-clause (h) of this clause, to scan the Publication or any Extract and produce a Digital Extract, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, 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 (h) of this clause, to reproduce a typographical arrangement of any Extract made by way of scanning, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.
- (e) to receive Media Monitoring Links.
- (f) subject to sub-clause (h) of this clause, to reproduce a typographical arrangement of any Digital Extract, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.
- (g) subject to sub-clause (h) of this clause, to store electronically or in any manner as may be further approved by NLI any Publication or Extract, provided that the Licensee shall be entitled to keep an electronic copy of the Publication or Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.
- (h) in the event that the Licensee has indicated overleaf that it wishes to avail of the additional rights granted for the "Archive Option", then the period of 30 days referred to in sub-clauses (b), (d), (f) and (g) shall be deleted.
- (i) 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 on the Licensee's own website.

- (ii) A non-exclusive licence for the duration of this Agreement to reproduce the UK repertoire as set out in the Schedules or Extracts therefrom in the manner and subject to the conditions set out in clause 2(i)(a) and (c) only. For the avoidance of doubt, the Licensee is not granted any rights with regard to reproduction of the UK repertoire in the manner and subject to the conditions provided for in clause 2(i)(b), (d), (e), (f), (g), (h) and (i).

3. CHARITIES

Any registered charity, registered with the Charities division of the Revenue Commissioners, (other than universities, institutes of further/higher education or other similar entities) may apply to NLI for a 10% discount on the Fee.

4. LICENCE LIMITED TO IRELAND

The Licence provided for in this Agreement is limited to reproduction in Ireland only.

5. QUALITY OF REPRODUCTION

The Licensee shall ensure that Extracts are reproduced to a high standard of quality and shall as reasonably requested submit samples to NLI.

6. TERM

The term of the Agreement shall be for 2 years certain from the Commencement Date hereof subject to the provisions of Clause 10.

7. REQUIRED WORDING WITH EXTRACTS

All licenced Extracts, Digital Extracts and Media Monitoring Links shall bear wording to the effect that they are made under licence from the NLI and cannot be reproduced by the recipient in any form save as may be agreed by the NLI.

8. WARRANTY

NLI warrants that the proprietors of the Publications have authorised NLI to enter into this Agreement on their behalf and that the proprietors of the Publications are the owners of the copyright in the Publications and that the copying and distribution of the copies will not infringe the copyright of any third parties.

9. PAYMENT

(i). In consideration of the licence hereby granted the Licensee shall pay the Fee to NLI, calculated in accordance with the fee schedule herewith, and subject to the provisions of Clause 10.

(ii) Subject to the Licensee paying the Indemnity Fee, NLI 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 publications.

(iii)

(a) The Fee shall be paid annually in advance and shall be paid within 30 days of the date of the issue of invoice to the Licensee.

(b) VAT shall be payable on all sums payable hereunder at date of payment of the Fee.

(c) NLI shall be entitled to interest upon overdue amounts at rate of 1.5% above Euribor.

10. CONTINUITY OF AGREEMENT

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 6, 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 NLI shall from time to time notify in advance to the Licensee by email or otherwise.

11. RIGHT OF INSPECTION

NLI 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 NLI 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 NLI and shall be subject to the reasonable procedural and confidentiality requirements of the Licensee.

12. CONFIDENTIALITY

(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.

13. DISPUTE RESOLUTION

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.

14. NOTICES

Save as provided for in clause 10 any notice required to be served under this Agreement shall be in writing and shall be sent 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. Each party shall be obliged to inform the other in writing of any change in address, email address or telephone number.

15. LIABILITY / WAIVER

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.

16. ENFORCEABILITY

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.

17. NON ASSIGNABLE

This Licence is personal to the Licensee who shall not be entitled to assign it or grant any sub-licences thereunder.

18. ENTIRE AGREEMENT

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.

19. COLLECTION OF UNPAID FEES

Notwithstanding Clause 13, if the Licensee fails to pay any of the fees provided for in this Agreement on time then NLI is entitled to initiate debt collection proceedings without notice to the Licensee and without invoking the arbitration procedure referred to above.

20. PUBLIC RELATIONS LICENCE

(i) The provisions of this clause 20 apply if the Licensee has selected a PR Licence.

(ii) In addition to the rights granted pursuant to clause 2 NLI grants to the Licensee the right:

- (a) to send or furnish a copy of any Extract or Digital Extract howsoever produced as provided for in clause 2(a)-(d) to clients.
- (b) to supply copies as described above to clients of the Licensee subject to the provisions of this Agreement.
- (c) to supply Media Monitoring Links to clients subject to the requirement that each such commercial client has taken an appropriate licence from NLI or obtained permission from the proprietor of the Publications for use of the Media Monitoring Links.
- (d) keep records of all Extracts and/or Digital Extracts and/or Media Monitoring Links made and delivered in accordance with Clause 2 and this clause 20 on a Publication-by-Publication basis and where required, deliver them to NLI.

(iii) The Licensee shall not supply or distribute any Extract, Digital Extract or Media Monitoring Link to any client of the Licensee whom it should reasonably believe is likely to further reproduce, supply or distribute such Extracts or Digital Extracts or Media Monitoring Links unless NLI has expressly permitted such supply or distribution by the Licensee.

(iv) The Licensee's terms and conditions with its clients shall state that the client is not entitled to reproduce, supply or distribute any Extracts or Digital Extracts or Media Monitoring Links so as to infringe the intellectual property rights vested in NLI.

(v) Upon signing hereof, and thereafter upon request by NLI, the Licensee shall furnish to NLI in writing, in respect of each of their clients to whom it supplies Extracts and/or Digital Extracts and/or Media Monitoring Links: the full name, the address (postal and email), telephone number, fax number, name of a client contact and details of the extent and method of reproduction undertaken for that client.

(vi) In event of default by the Licensee in relation to its obligations pursuant to clause 20(v) above then NLI reserves the right to terminate this Agreement with immediate effect.

(vii) Without prejudice to clause 11 the inspection provided for in clause 11 shall be so that NLI can satisfy itself that:

- (a) the Licensee has complied with its obligations pursuant to this Agreement;
- (b) the Licensee's clients are licensed, where necessary, by NLI;
- (c) the information provided pursuant to clause 20(v) is accurate.



Newspaper Licensing Ireland Limited

Newspaper Licensing Ireland Ltd

Clyde Lodge, 15 Clyde Road, Dublin 4
(Eircode D04 Y076)

Tel: +353 1 668 9099

Email: info@newspaperlicensing.ie

Website: www.newspaperlicensing.ie

Registered in Ireland No: 352423 Vat No: 6372423K



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PR Licence Pack

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The NLI publication schedule is available on our website at www.newspaperlicensing.ie

Copyright & the PR Industry

PR companies understand the value of column inches; newspaper coverage is critical to the success and evaluation of any media campaign but a key part of the PR service is advising your clients of this coverage.

An NLI PR licence allows PR companies to supply newspaper content to clients in paper and/or digital formats, such as providing photocopies or emailing electronic copies.

Each of your clients has copyright obligations of their own and you should inform them of their copyright licensing requirements.

The NLI PR Licence

With an NLI PR Licence you may legally:

Paper Rights

- Photocopy
- Print
- Fax

Digital Rights

- Scan
- Email internally to staff
- Send electronic copies to clients
- Host on an intranet
- Access articles provided by a Media Monitoring Organisation (MMO) or a Public Relations Agency
- Archive - store electronically for up to 30 days

Additional Rights

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- Website republishing - post articles on your company website



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Sole Traders may qualify for a discount on request.

Coverage for regional newspapers, magazines and UK newspapers* is also offered, and the licence fees are set out in the fee schedule.

* Only paper rights apply to the UK repertoire.

Basic Licence Fees

Number of Employees	National Newspapers	Regional Newspapers	Magazines	UK Newspapers*
1-4	€375.00	€188.00	€169.00	€96.00
5-10	€561.00	€281.00	€254.00	€146.00
11-20	€1,123.00	€561.00	€509.00	€292.00
21-29	€1,686.00	€842.00	€756.00	€438.00
30+	€2,341.00	€1,170.00	€1,057.00	€611.00

VAT is payable on all fees and must be added to figures above. The current VAT rate is 23%

Licence Extensions

In addition to the rights granted in the basic licence, NLI also offers two licence extensions:

Archive

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For clients of a Media Monitoring Organisation (MMO):

If your MMO maintains an archive of content over 30 days via its portal, you must select this option.

Archive Fees

Number of Employees	National Newspapers	Regional Newspapers	Magazines
1-4	€112.50	€56.40	€50.70
5-10	€168.30	€84.30	€76.20
11-20	€336.90	€168.30	€152.70
21-29	€505.80	€252.60	€226.80
30+	€702.30	€351.00	€317.10

VAT is payable on all fees and must be added to figures above. The current VAT rate is 23%

Website Republishing

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The licence permits:

- Posting an electronic copy of an article (e.g. a pdf)
- Republishing a text extract of an article

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The indemnity fee is calculated by multiplying the current annual licence fee by the duration of past copying on a pro-rata basis.

Licensee Detail

Full legal name of organisation

"The Licensee"

Address

List of clients to whom you supply content

Total number of employees

Name of Media Monitoring Organisation (if applicable)

Contact Person

Name

Position

Address (if different)

Phone

Email

Basic Licence

National Newspapers

YES

Regional Newspapers

YES NO

Magazines

YES NO

UK Newspapers (paper rights only)

YES NO

Archive

Archive over 30 days

YES NO

Website Republishing

Website republishing

YES NO

Website address

No. of articles

Up to 5 Up to 10
 Up to 15 Up to 25
 Up to 50 Over 50

Indemnity

Indemnity for past copying

YES NO

Date when copying commenced

Acceptance of Terms

I certify the information on this application form is correct and acknowledge that this licence is effective from the below Commencement Date

I accept the Terms and Conditions overleaf

Signed (authorised to sign on behalf of applicant)

Name of signatory

Position

Office use only We grant the Licence on the terms set out overleaf

Signed

For Newspaper Licensing Ireland Limited
("The Licensor")

Commencement
Date

Terms & Conditions

1. DEFINITIONS

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(a) Auditor: The Chartered Accountant appointed pursuant to Clause 11.

(b) Commencement Date: The date inserted by NLI on the application form herewith for the beginning of the licence term.

(c) Digital Extract: An Extract in a digital format.

(d) Extract: Any part of a Publication.

(e) Fee: The fee payable annually from the Commencement Date.

(f) Indemnity Fee: Where applicable, the fee payable in respect of past reproduction which, to have taken place lawfully, should have been licensed by NLI but was not so licensed. The amount of the Indemnity Fee payable by the Licensee will be:

(i) for each of the six years preceding the Commencement Date, 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;

(ii) 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.

(g) Media Monitoring Link(s): means a hyperlink to an Extract, together with any related data/information, supplied to the Licensee by a Media Monitoring Organisation.

(h) Media Monitoring Organisation: an organisation with whom the Licensee has an arrangement for the provision to the Licensee of Media Monitoring Links.

(i) NLI: Newspaper Licensing Ireland Limited, the entity mandated by the proprietors of the Publications to licence the reproduction of the content in the Publications.

(j) Publication(s): Means the newspapers and magazines listed in the Schedules, including the online editions of those newspapers and magazines to the extent provided for in the Schedules.

(k) Schedules: The lists of newspapers and magazines set out at www.newspaperlicensing.ie which provide for the extent of reproduction rights (whether print, website or both) which NLI is mandated to licence.

2. RIGHTS GRANTED

These terms set out the conditions upon which NLI grants the Licensee on behalf of the publishers, in so far as the Licensee has sought to be granted a licence in respect of any of the Publications, the rights set out below. If the Licensee has selected a PR Licence then the provisions of clause 20 shall also apply.

(i) A non-exclusive licence for the duration of this Agreement to reproduce the Publications, or Extracts or Digital Extracts therefrom in the following manner and subject to the following conditions: -

(a) to photocopy any Extract of any Publication.

(b) subject to sub-clause (h) of this clause, to scan the Publication or any Extract and produce a Digital Extract, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, 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 (h) of this clause, to reproduce a typographical arrangement of any Extract made by way of scanning, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.

(e) to receive Media Monitoring Links.

(f) subject to sub-clause (h) of this clause, to reproduce a typographical arrangement of any Digital Extract, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.

(g) subject to sub-clause (h) of this clause, to store electronically or in any manner as may be further approved by NLI any Publication or Extract, provided that the Licensee shall be entitled to keep an electronic copy of the Publication or Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.

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

(i) 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 on the Licensee's own website.

(ii) A non-exclusive licence for the duration of this Agreement to reproduce the UK repertoire as set out in the Schedules or Extracts therefrom in the manner and subject to the conditions set out in clause 2(i)(a) and (c) only. For the avoidance of doubt, the Licensee is not granted any rights with regard to reproduction of the UK repertoire in the manner and subject to the conditions provided for in clause 2(i)(b), (d), (e), (f), (g), (h) and (i).

3. CHARITIES

Any registered charity, registered with the Charities division of the Revenue Commissioners, (other than universities, institutes of further/higher education or other similar entities) may apply to NLI for a 10% discount on the Fee.

4. LICENCE LIMITED TO IRELAND

The Licence provided for in this Agreement is limited to reproduction in Ireland only.

5. QUALITY OF REPRODUCTION

The Licensee shall ensure that Extracts are reproduced to a high standard of quality and shall as reasonably requested submit samples to NLI.

6. TERM

The term of the Agreement shall be for 2 years certain from the Commencement Date hereof subject to the provisions of Clause 10.

7. REQUIRED WORDING WITH EXTRACTS

All licensed Extracts, Digital Extracts and Media Monitoring Links shall bear wording to the effect that they are made under licence from the NLI and cannot be reproduced by the recipient in any form save as may be agreed by the NLI.

8. WARRANTY

NLI warrants that the proprietors of the Publications have authorised NLI to enter into this Agreement on their behalf and that the proprietors of the Publications are the owners of the copyright in the Publications and that the copying and distribution of the copies will not infringe the copyright of any third parties.

9. PAYMENT

(i). In consideration of the licence hereby granted the Licensee shall pay the Fee to NLI, calculated in accordance with the fee schedule herewith, and subject to the provisions of Clause 10.

(ii) Subject to the Licensee paying the Indemnity Fee, NLI 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 publications.

(iii)

(a) The Fee shall be paid annually in advance and shall be paid within 30 days of the date of the issue of invoice to the Licensee.

(b) VAT shall be payable on all sums payable hereunder at date of payment of the Fee.

(c) NLI shall be entitled to interest upon overdue amounts at rate of 1.5% above Euribor.

10. CONTINUITY OF AGREEMENT

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 6, 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 NLI shall from time to time notify in advance to the Licensee by email or otherwise.

11. RIGHT OF INSPECTION

NLI 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 NLI 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 NLI and shall be subject to the reasonable procedural and confidentiality requirements of the Licensee.

12. CONFIDENTIALITY

(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.

13. DISPUTE RESOLUTION

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.

14. NOTICES

Save as provided for in clause 10 any notice required to be served under this Agreement shall be in writing and shall be sent 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. Each party shall be obliged to inform the other in writing of any change in address, email address or telephone number.

15. LIABILITY / WAIVER

Any liability of either party under the provisions of this Agreement 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.

16. ENFORCEABILITY

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.

17. NON ASSIGNABLE

This Licence is personal to the Licensee who shall not be entitled to assign it or grant any sub-licences thereunder.

18. ENTIRE AGREEMENT

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.

19. COLLECTION OF UNPAID FEES

Notwithstanding Clause 13, if the Licensee fails to pay any of the fees provided for in this Agreement on time then NLI is entitled to initiate debt collection proceedings without notice to the Licensee and without invoking the arbitration procedure referred to above.

20. PUBLIC RELATIONS LICENCE

(i) The provisions of this clause 20 apply if the Licensee has selected a PR Licence.

(ii) In addition to the rights granted pursuant to clause 2 NLI grants to the Licensee the right:

(a) to send or furnish a copy of any Extract or Digital Extract

howsoever produced as provided for in clause 2(a)-(d) to clients.

(b) to supply copies as described above to clients of the Licensee subject to the provisions of this Agreement.

(c) to supply Media Monitoring Links to clients subject to the requirement that each such commercial client has taken an appropriate licence from NLI or obtained permission from the proprietor of the Publications for use of the Media Monitoring Links.

(d) keep records of all Extracts and/or Digital Extracts and/or Media Monitoring Links made and delivered in accordance with Clause 2 and this clause 20 on a Publication-by-Publication basis and where required, deliver them to NLI.

(iii) The Licensee shall not supply or distribute any Extract, Digital Extract or Media Monitoring Link to any client of the Licensee whom it should reasonably believe is likely to further reproduce, supply or distribute such Extracts or Digital Extracts or Media Monitoring Links unless NLI has expressly permitted such supply or distribution by the Licensee.

(iv) The Licensee's terms and conditions with its clients shall state that the client is not entitled to reproduce, supply or distribute any Extracts or Digital Extracts or Media Monitoring Links so as to infringe the intellectual property rights vested in NLI.

(v) Upon signing hereof, and thereafter upon request by NLI, the Licensee shall furnish to NLI in writing, in respect of each of their clients to whom it supplies Extracts and/or Digital Extracts and/or Media Monitoring Links: the full name, the address (postal and email), telephone number, fax number, name of a client contact and details of the extent and method of reproduction undertaken for that client.

(vi) In event of default by the Licensee in relation to its obligations pursuant to clause 20(v) above then NLI reserves the right to terminate this Agreement with immediate effect.

(vii) Without prejudice to clause 11 the inspection provided for in clause 11 shall be so that NLI can satisfy itself that:

(a) the Licensee has complied with its obligations pursuant to this Agreement;

(b) the Licensee's clients are licensed, where necessary, by NLI;

(c) the information provided pursuant to clause 20(v) is accurate.



Newspaper Licensing Ireland Limited

Newspaper Licensing Ireland Ltd

Clyde Lodge, 15 Clyde Road, Dublin 4
(Eircode D04 Y076)

Tel: +353 1 668 9099

Email: info@newspaperlicensing.ie

Website: www.newspaperlicensing.ie

Registered in Ireland No: 352423 Vat No: 6372423K



Newspaper Licensing Ireland Limited

PRESS CUTTING AGENCY LICENCE OF COPYRIGHT

A. We _____ (“The Licensee”)
(correct full name of legal entity)

hereby accept a Licence to reproduce certain newspapers or Extracts therefrom in accordance with the terms overleaf from Newspaper Licensing Ireland Limited (“the Permitted Licensor”).

B. We accept and agree to be bound by the terms set out overleaf.

C. We accept that this Licence is effective from the date at the foot hereof.

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

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 11.
 - (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.

Rights and Obligations of Licensee

2. The Permitted Licensor hereby grants to the Licensee a non-exclusive licence for the duration of this Agreement to reproduce the Newspapers or Extracts therefrom in the following manner and subject to the following conditions:-
 - (a) to photocopy any article, report, part or Extract of any of the Newspapers.
 - (b) to scan the Newspapers or any Extract therefrom 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 either by way of conventional photocopying or 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.
 - (d) 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.
 - (e) Subject to clause 2(i) below, you shall remove any Extracts posted by you on any part of a website controlled by you within 30 days from date of publication of the Newspaper.
 - (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 Clippings to Clients subject to the provisions hereinafter appearing.

- (h) keep records of all Extracts made and Clippings delivered in accordance with this Clause 2 on a Newspaper by Newspaper basis and where required, deliver them to the Permitted Licensor.
- (i) keep on behalf of a Client an electronic archive of all clippings copied by, and sent to the Client by, the Licensee. The right provided for in this clause 2(i) is subject strictly to the following conditions:
 - (i) that any electronic archive kept by the Licensee on behalf of a Client must be electronically kept separate and distinct from any other archive or clippings being kept by the Licensee, and
 - (ii) the Permitted Licensor must have been notified in advance in writing of each electronic archive to be kept by the Licensee on behalf of a Client under this clause 2(i), and
 - (iii) that the Client on whose behalf the electronic archive is being kept by the Licensee must at all times itself hold a valid licence from the Permitted Licensor. If at any time the Client ceases to hold a valid licence from the Permitted Licensor, the right granted to the Licensee under this clause 2(i) shall immediately cease and the electronic archive must be irretrievably deleted, and
 - (iv) with effect from the 1 January 2010, the Licensee must provide the Permitted Licensor with a quarterly report detailing the name of each Client on whose behalf the Licensee is keeping an electronic archive under this clause 2(i) and detailing the total number of Clippings being kept on the electronic archive for each of those Clients.

3.

- (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 of who the Licensee should reasonably be expected to believe is likely to further reproduce or distribute such Clipping as part of its business, unless the Licensee has notified the Permitted Licensor in writing of its intention to do so and the Permitted Licensor have specifically approved (on such terms as shall be at our sole discretion) the Licensee 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 the Licensee to that Client, either internally or to any third party so as to infringe the intellectual property rights vested in the Permitted Licensor.
- (c) If requested to do so by the Permitted Licensor, the Licensee shall be obliged to send to each of its Clients, or such Clients as the Permitted Licensor may at its sole discretion determine, a copy of the letter contained at Schedule 2.
- (d) 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 by the Permitted Licensor to that Client, then the Licensee shall notify the Permitted Licensor immediately.

Client Reports

4.

- (a) Within 10 working days of each month end, the Licensee shall furnish a written report to the Permitted Licensor containing particulars of each Client to whom the Licensee has given Clippings during the previous month, and the total number of Clippings distributed by the Licensee during that month. 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, telephone number and e-mail address and contact name for each Client. The Licensee shall be obliged to identify in the written report as to which of those Clients in the report are public relations companies. The written report shall include details of the total number of Clippings distributed by the Licensee during the previous month and shall also identify the number of Clippings from each publication distributed by the Permitted Licensor during the previous month.

- (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 Schedule 3. 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.

Extracts

5. 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.
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.

Duration

7. The term of the Agreement shall be for 2 years certain from the date hereof subject to the provisions of Clause 10.

Copyright

8. The Permitted Licensor warrants that the proprietors of the Newspapers (which proprietors are identified in Schedule 1) 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.

Fees

- 9.
- (a) In consideration of the License hereby granted the Licensee shall pay to the Permitted Licensor:
- i. A monthly fee calculated on the basis specified in Schedule 3 hereof, and
 - ii. A "Per Clipping" fee for each Clipping delivered distributed by the Licensee.
 - iii. All other fees provided for in Schedule 3.
- (b) The monthly licence fee provided for in clause 9(a)i. above shall be paid monthly in advance to: Newspaper Licensing Ireland Limited. The "Per Clipping" fee provided for in clause 9(a) ii. above shall be paid monthly, within thirty days of the date of the invoice.
- (c) VAT shall be payable on all sums payable hereunder at date of payment of the fee.
10. 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. With effect from January 2011, each of the monthly licence fee and the per clipping fee may separately be amended by the Permitted Licensor once in each calendar year at any time by not less than one month's notice in writing.

Inspection of books of Licensee

11.

- (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 11(a) above, the inspection provided for in Clause 11 (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 9 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 4 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 ten per cent (10%) per annum. 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 clause 11(a) shall be at the expense of the Permitted Licensor.

Confidentiality

12.

- (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 sub-contractors who have access to such information.

Disputes

13.

- (a) 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 Acts, 1954 and 1998. 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.
- (b) Notwithstanding Clause 13 (a) 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.

Notice

14. 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.

Liability of the Parties

15. 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.

Miscellaneous

16. 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.
17. This Licence is personal to the Licensee who shall not be entitled to assign it or grant any sub-licenses thereunder.
18. 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.

19.

- (a) All disputes between the parties arising out of or in any way relating to the Agreement or any other disputes between the parties in any way connected with the subject matter of the Agreement shall be governed by the laws of Ireland.
- (b) Without prejudice to the provisions of Clause 13 above, each of the parties hereby submits to the exclusive jurisdiction of the Irish Courts for the purposes of any disputes or proceedings arising out of or in any way connected with any matter pursuant to Clause 13.

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SCHEDULE 2

Fee Tariff for Press Clippings Agencies

These fees apply from the 1st September 2019
(All fees exclude VAT)

1. Licence Fee

If you exercise the right licensed in Clause 2 (b) of the PCA licence a monthly scanning charge will apply based on your total number of clients. The monthly fee charged will be:

Number of Clients	Monthly Fee Newspapers	Monthly Fee Magazines
1 - 100	€666.67	€133.33
101 - 250	€833.33	€166.67
251 - 500	€1,250.00	€250.00
501 - 1,000	€1,875.00	€375.00
1,000 +	€2,708.33	€541.67

2. Per Clip Fee

The fee for each clipping made available to clients will be:

- €0.09 per clipping

The following has been agreed between the parties:

- Only one Per Clip Fee shall be payable by the Licensee for a Clipping distributed by the Licensee to a Client by way of publication of that Clipping on a portal website. Each analogue or hard copy of the same Clipping distributed by the Licensee to that Client, or any other Client, shall give rise to a separate Per Clip Fee.
- Where the Licensee distributes a Clipping to a Client as a pdf attachment to an e-mail, then a Per Clip Fee shall be payable by the Licensee for each e-mail address to which the Clipping is sent.
- Where the Licensee distributes or makes available to multiple recipients within a Client an e-mail which contains multiple links to clips hosted on a portal website, then for the duration of this Licence no Per Clip Fee will arise for the distribution or making available of that e-mail with such links. This agreement applies only in circumstances where the summary data, if any, in the e-mail containing the link to the portal website is limited to the headline of the article, the title and date of the newspaper / magazine in which it was published and a summary of the article of an average of 33 words. This agreement does not have any bearing on the fact that a Per Clip Fee will be payable by the Licensee for the uploading of each Clipping to the portal website. It will further have no bearing on the liability of the Client to be properly licensed and pay appropriate fees to the Permitted Licensor.

3. Default Charge

For each day's default in delivering to us a return in accordance with clause 4 you will pay NLI as liquidated damages to compensate us for additional administrative effort a fee of €25 per day.

4. Renewal Fee

Where a licence has been terminated by NLI pursuant to clause 4 (b) of the agreement, you are entitled to apply for a new licence only upon payment of a renewal fee as follows:

Number of Clients	Renewal Fee
1 - 100	€9,600
101 - 250	€12,000
251 - 500	€18,000
501 -1,000	€27,000
1,000 +	€39,000

5. Audit Fees

Audit fees will be at in accordance with Clause 11 (c).

A. We _____ (“the Licensee”)

of _____ (correct full name and address of legal entity)

hereby accept a Licence from Newspaper Licensing Ireland Limited (“NLI”) to reproduce certain Publisher Content, as indicated by us in the box below, in accordance with the terms overleaf from Newspaper Licensing Ireland Limited (“the Permitted Licensor”).

Rights Granted

Tick below as appropriate

We wish to avail of the rights set out in clause 2.1
in relation to **web publications**

B. We accept and agree to be bound by the terms set out overleaf.

C. We accept that this Licence is effective from 1 January 2018.

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, Dublin 4, Ireland

Tel: 01 668 9099 Website: www.newspaperlicensing.ie Email: info@newspaperlicensing.ie

Terms and Conditions

Definitions

1. In these provisions the following expressions shall have the following meanings unless the context otherwise requires:
 - (a) **Article:** Means an article, report or other item in Publisher Content
 - (b) **Auditor:** Means the Chartered Accountant appointed pursuant to Clause 11.
 - (c) **Client(s):** Means a client to whom the Licensee provides access to Publisher Content.
 - (d) **Commencement Date:** Means 1 January 2018.
 - (e) **Distribute:** Means utilising Publisher Content to provide a service, licensed by this Agreement, to Clients and “**Distributed**”, “**Distributor**” and “**Distribution**” shall be construed accordingly.
 - (f) **Link:** Means the uniform resource locator (“URL”) which links to an Electronic Copy or a Web Article as applicable.
 - (g) **MMO:** Means an organisation offering media monitoring services.
 - (h) **Publication(s):** The publications, and each of them, listed in Schedule 1.
 - (i) **Publisher:** Means each publisher of the publications listed in Schedule 1.
 - (j) **Publisher Content:** Means content, including the typographical arrangement thereof, from the website publications listed in Schedule 1.
 - (k) **Scrape:** Means to extract data from web pages by means of robots, spiders, crawlers or other automatic devices or manual processes used to monitor and copy web pages and web content, and “**Scraped**” and “**Scraping**” shall be construed accordingly.
 - (l) **Text Extract:** Means any headline or direct text extract of no more than 256 characters of an Article.
 - (m) **Web Article:** Means an Article from a website listed in Schedule 1.
 - (n) **Web Link:** Means a hyperlink to a Web Article with (if any) accompanying Text Extract.
 - (o) **Wholesale Feed:** Means a full or partial text of Scraped Publisher Content, such as an XML data feed.

Rights and Obligations of the Licensee

2.

- 2.1 NLI hereby grants to the Licensee a non-exclusive licence for the duration of this agreement to copy the Publisher Content as listed in Schedule 1 and to Distribute such copies in the following manner and subject to the following conditions:
 - (i) to search the websites as listed in Schedule 1 for Web Articles and create Web Links in respect of those Web Articles, or receive Web Links from a MMO, and to Distribute such Web Links to Clients provided that:
 - (a) all Links provided to Clients must be back to the website originally hosting the Publisher Content;
 - (b) the Licensee is obliged to abide by the terms and conditions of use of the respective websites listed at Schedule 1 including, but not limited to, with respect to Publisher Content placed behind a paywall or similar mechanism requiring payment for access to Publisher Content behind such paywall or similar mechanism;
 - (c) the Licensee acknowledges that the following content on the websites listed in Schedule 1 is excluded from this Licence:
 - (i) video and audio content;
 - (ii) photographs, illustrations and advertisements;
 - (iii) material which is marked, by whatever means, as being rights restricted.

- (d) the Licensee shall be entitled to keep an electronic copy of a Web Link for a period of 1 year only from the date of publication of the Web Article to which the Web Link refers, and must delete it from its system at the end of that period;
- (e) that the Licensee shall keep records of all Web Links Distributed in accordance with this clause 2.1 on an Article by Article basis and, as required, deliver those records to NLI;
- (ii) to receive a Wholesale Feed;
- (iii) to create an index of Publisher Content copied pursuant to this clause 2.1 for the Licensee's internal search purposes, said index not to contain any Article or any reference to that Article for a period of greater than 1 year from the date of first publication of that Article.

Limitations on the Licensee

3.

- (a) Without prejudice to the other terms of this agreement, the Licensee shall not supply, distribute, deliver or otherwise disseminate any of the Publisher Content to any Client or other party who the Licensee should reasonably be expected to believe is likely to further reproduce, Distribute, share, transfer or in any way pass on that material as part of its business, unless the Licensee has notified NLI in writing of its intention to do so and NLI have specifically approved (on such terms as shall be at NLI's sole discretion) the Licensee making the material available to that Client. NLI reserves the right to direct the Licensee to cease delivering a service to a Client where that Client is suspected of infringing the intellectual property rights of any Publisher or their successors and assigns.
- (b) The purpose of this agreement is to permit the Licensee to provide licensed services. The Licensee shall ensure that its terms and conditions with every Client state that the Client is not entitled to further reproduce, Distribute, share, transfer or in any way pass on any Publisher Content furnished by the Licensee to that Client, either internally or to any third party so as to infringe the intellectual property rights of the Publishers or their successors or assigns. NLI will, at its sole discretion, enter into a direct licence for use of the Publisher Content with the Licensee's Clients.
- (c) If requested to do so by NLI, the Licensee shall be obliged to send to each of its Clients, or such Clients as NLI may at its sole discretion determine, a copy of the letter at Schedule 3.
- (d) Should the Licensee receive information that one of its Clients is involved in unlicensed activity (and which activity should be licensed in order to be lawful) in relation to any Publisher Content which has been furnished by the Licensee to that Client, then the Licensee shall notify NLI immediately and shall immediately cease and refrain from providing that Client with any Publisher Content until such time as that Client has taken out an appropriate Licence with NLI.
- (e) For the purposes of monitoring the Licensee's compliance with this agreement the Licensee shall provide to NLI, free of charge, access to each service provided by the Licensee to its Clients.

Client Reports

4.

- (a) Within 10 working days of each month end, the Licensee shall furnish a written report to NLI containing particulars of each Client to whom the Licensee has furnished or made available Publisher Content, by whatever means, during the previous month. The particulars in respect of each Client to be furnished to NLI shall be at the sole discretion of NLI, but shall at least, include the name, address, telephone number, e-mail address and contact name for each Client. The written report shall include details of the total number of Articles distributed by the Licensee during the previous month and shall also identify the number of Articles from each Publication distributed by the Licensee during the previous month. Where the Licensee is receiving a Wholesale Feed then the report shall include the identity of the source/provider of that Wholesale Feed.
- (b) If this report is not furnished within the time period provided or, if the report is found to contain material inaccuracies, NLI reserves the right to terminate this agreement with immediate effect.
- (c) The Licensee is obliged to keep the records referred to in clause 2.1(i)(e) and deliver those records to NLI as required by NLI.

Communications

5. All communications between the Licensee and its Clients which relate to the activities licensed herein shall bear wording to the effect that activities permitted by this agreement are made under licence from NLI and cannot be reproduced by the recipient in any form save as may be agreed by NLI.

Duration and Termination

6.
 - 6.1 The term of the Agreement shall be for 2 years certain from 1 August 2018 subject to the provisions of Clause 10.
 - 6.2 NLI may terminate this agreement by notice in writing at any time with immediate effect if:
 - (i) The Licensee commits or causes any material breach of any of the provisions of this agreement and remains in breach 28 days after receiving notice from NLI to remedy such breach.
 - (ii) The Licensee becomes insolvent, enters a process of examinership, administration, has a receiver or liquidator appointed to, or security enforced over, the whole or any part of its assets, presents or has presented against it a winding up petition.
 - 6.3 Upon termination of this agreement the Licensee shall immediately erase all retained Publisher Content.

Copyright

7. Save as provided for in clause 2.1(i)(c) NLI warrants that the proprietors of the Publications (which proprietors are identified in Schedule 1 have authorised NLI to enter into this agreement on their behalf and that the Publications' proprietors are the owners of the copyright in the Publications and that the copying and Distribution of the Content will not infringe the copyright of any third parties.

Licence Restrictions

8.
 - (a) The Licensee shall not (save to the extent permitted by this Licence)
 - (i) re-publish or re-utilise the Publisher Content;
 - (ii) copy, modify, adapt, archive the Publisher Content;
 - (iii) store, in any format Publisher Content;
 - (iv) remove, conceal or in any way interfere with any Copyright or Trademark notices relating to the Publisher Content;
 - (b) The Licensee shall only Scrape the Publications in a manner which is:
 - (i) in compliance with the usage terms specified in each of the Publications' (listed in Schedule 1) website's terms and conditions; and
 - (ii) in compliance with the ACAP (Automated Content Access Protocol) standard or robots.txt.
 - (c) From time to time, for legal reasons, the publishers / proprietors of the Publications may need to remove parts of the Publisher Content from one or more of the websites listed at Schedule 1. The Licensee shall, in respect of the Publisher Content identified in such notice, on receipt of notice from NLI or the publisher of the Publication (which may be given via email, telephone call, in person or by post), within 24 hours of receiving such notice, permanently remove said Publisher Content from the content stored, archived, saved, kept, indexed or in any way made available by the Licensee to Clients and shall delete same.
 - (d) Nothing in this agreement shall be construed as granting or conferring on the Licensee any intellectual property rights in the Publisher Content other than as expressly licensed in this agreement.

Fees and Payment

9.

- (a) In consideration of the Licence hereby granted the Licensee shall pay to NLI at the rates specified in Schedule 5 to this agreement:
 - (i) A monthly fee calculated on the basis specified in Schedule 5.
- (b) The monthly licence fee provided for in clause 9(a)(i) above shall be paid monthly in advance to: Newspaper Licensing Ireland Limited within thirty days of the date of the invoice.
- (c) VAT shall be payable on all sums payable pursuant to this agreement at the date of payment of the relevant fee.
- (d) NLI reserves the right to revise the fees/rates payable pursuant to this agreement on a yearly basis with the first such revision not being due before the expiry of twelve months following the Commencement Date.

Continuity of Agreement

10.

- (a) 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 6, 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 the fees provided for in Clause 9 subject to such increases, in accordance with clause 9(d), as NLI shall from time to time notify in advance to the Licensee by email or otherwise.

Inspection of books of Licensee

11.

- (a) NLI shall be entitled to inspect the books and records of the Licensee on a quarterly basis, the said inspection to be carried out by a Chartered Accountant nominated by NLI to examine all books, documents and records relating to this agreement. The appointed Auditor shall be afforded reasonable access to the premises of the Licensee for the purposes of carrying out this 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 11(a) above, the inspection provided for in Clause 11 (a) shall be so that NLI can satisfy itself of the following:
 - (i) To check that the Licensee has complied with its obligations under Clause 2, 3, 4, 5, 8 and 9 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 NLI;
 - (iv) To verify the accuracy of the information contained in the written report provided for in clause 4 above, or to verify that no such written report has been furnished by the Licensee.

Confidentiality

12. 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.
- (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.
 - (b) Each party shall use all reasonable endeavours to prevent the unauthorised disclosure of such confidential information by any of its employees or sub-contractors who have access to such information.

Disputes

- 13.
- (a) 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/she 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.
 - (b) Notwithstanding Clause 13(a) if the Licensee fails to pay any of the fees provided for in this agreement on time then NLI is entitled to initiate debt collection proceedings without notice to the Licensee and without invoking the arbitration procedure referred to above.

Notice

14. Save as provided for under clauses 8(c) and 10(a) any notice required to be given under this agreement shall be in writing and shall be sent 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. Each party shall be obliged to inform the other in writing of any change in address, telephone or email address.

Liability of the Parties

15. 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.

Miscellaneous

16. If any of the provisions of this agreement are 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.
17. The licence granted pursuant to this agreement is personal to the Licensee who shall not be entitled to assign it or grant any sub-licenses thereunder.
18. 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.
19.
 - (a) All disputes between the parties arising out of or in any way relating to the agreement or any other disputes between the parties in any way connected with the subject matter of the agreement shall be governed by the laws of the Republic of Ireland.
 - (b) Without prejudice to the provisions of Clause 13 above, each of the parties hereby submits to the exclusive jurisdiction of the Irish Courts for the purposes of any disputes or proceedings arising out of or in any way connected with this agreement.

Schedule 1

Newspaper Publication Websites

Irish Times	www.irishtimes.com
Independent Newspapers	www.independent.ie
Independent Star	www.thestar.ie
Examiner Publications	www.irishexaminer.com
Independent Newspapers	www.herald.ie
The Evening Echo	www.eveningecho.ie
Fortune Green	www.metroherald.ie
Sunday Newspapers Ltd	www.sundayworld.com
Post Publications	www.businesspost.ie
The Agricultural Trust	www.farmersjournal.ie
The Agricultural Trust	www.theirishfield.ie
The Agricultural Trust	www.irishcatholic.ie
Alpha Newspaper Group	www.midlandtribune.ie
Alpha Newspaper Group	www.tullamoretribune.ie
Celtic Media Group	www.anglocelt.ie
Celtic Media Group	www.meathchronicle.ie
Celtic Media Group	www.offalyindependent.ie
Celtic Media Group	www.westmeathexaminer.ie
Celtic Media Group	www.westmeathindependent.ie
Clare Champion Ltd	www.clarechampion.ie
Connacht Telegraph Ltd	www.con-telegraph.ie
Connacht Tribune Ltd	www.galwaynews.ie
Dungarvan Leader Ltd	www.dungarvanleader.com
Dungarvan Observer Ltd	www.dungarvanobserver.ie
Gazette Group	www.gazettegroup.com
Independent Newspapers	www.independent.ie/regionals/argus
Independent Newspapers	www.independent.ie/regionals/braypeople
Independent Newspapers	www.independent.ie/regionals/carlowpeople
Independent Newspapers	www.independent.ie/regionals/corkman
Independent Newspapers	www.independent.ie/regionals/droghedaindependent
Independent Newspapers	www.independent.ie/regionals/enniscorthyguardian
Independent Newspapers	www.independent.ie/regionals/fingalindependent
Independent Newspapers	www.independent.ie/regionals/goreyguardian
Independent Newspapers	www.independent.ie/regionals/kerryman
Independent Newspapers	www.independent.ie/regionals/sligochampion
Independent Newspapers	www.independent.ie/regionals/newrossstandard
Independent Newspapers	www.independent.ie/regionals/wexfordpeople
Independent Newspapers	www.independent.ie/regionals/wicklowpeople

Newspaper Publications	Websites
Johnston Press Plc	www.donegaldemocrat.ie
Johnston Press Plc	www.dundalkdemocrat.ie
Johnston Press Plc	www.kilkennypeople.ie
Johnston Press Plc	www.leinsterexpress.ie
Johnston Press Plc	www.leinsterleader.ie
Johnston Press Plc	www.leitrimobserver.ie
Johnston Press Plc	www.limerickleader.ie
Johnston Press Plc	www.longfordleader.ie
Johnston Press Plc	www.nationalist.ie
Johnston Press Plc	www.offalyexpress.ie
Johnston Press Plc	www.nationalist.ie/news/south-tipp-today
Johnston Press Plc	www.tipperarystar.ie
Kerry's Eye Ltd	www.kerryseye.com
Marine Times Ltd	www.marinetimes.ie
Mayo News (Holdings) Ltd	www.mayonews.ie
Munster Express Ltd	www.munster-express.ie
North West of Ireland P & P	www.donegalnews.com
River Media	www.donegalpost.com
River Media	www.finnvalleypost.com
River Media	www.inishtimes.com
River Media	www.kildarepost.com
River Media	www.letterkennypost.com
Sligo Weekender	www.sligoweekender.ie
Southern Star Ltd	www.southernstar.ie
Tallaght Echo Ltd	www.echo.ie
The Avondhu Ltd	www.avondhupress.ie
The Carrigdhoun Ltd	www.carrigdhoun.com
The Nenagh Guardian Ltd	www.nenaghguardian.ie
Thomas Crosbie Holdings	www.carlow-nationalist.ie
Thomas Crosbie Holdings	www.wexfordecho.ie
Thomas Crosbie Holdings	www.kildare-nationalist.ie
Thomas Crosbie Holdings	www.laois-nationalist.ie
Thomas Crosbie Holdings	www.roscommonherald.ie
Thomas Crosbie Holdings	www.waterford-news.ie
Thomas Crosbie Holdings	www.westernpeople.com
Topic Newspapers Ltd	www.topic.ie
Tuam Herald Ltd	www.tuamherald.ie

Schedule 2

These fees apply from the 1st August 2018

(All fees exclude VAT)

1. Licence Fee

If you exercise the rights licensed within Clause 2.1, of the Licence of Copyright, then a licence fee will apply based on your total number of clients. The monthly fee charged will be:

Number of Clients	Monthly Fee
1 - 100	€667.00
101 - 250	€883.00
251 - 500	€1,250.00
501 - 1,000	€1,875.00
1,000 +	€2,708.33

Schedule 3

Letterhead

Name of new Client

Address

Address 1

Address 2

Address 3

Date

Dear Client (contact name)

Under the terms of our licence agreement with Newspaper Licensing Ireland Ltd (NLI) we are required to draw your attention to the following matters:

- You are required to hold an NLI licence in order to view or distribute newspaper/magazine content which derives from the publications represented by NLI, and which we supply to you as part of our service.
- We are required by the terms of our licence from the NLI to disclose your contact details to NLI. We are obliged to inform NLI of any client that we believe is viewing and distributing content from the publications represented by NLI, through the service we supply, without an NLI licence
- NLI can be contacted at
Clyde Lodge, 15 Clyde Road, Ballsbridge, Dublin 4,
Tel. 01 668 9099, web www.newspaperlicensing.ie or
email info@newspaperlicensing.ie.

Yours sincerely,

Name of signatory



Text Aggregator

LICENCE OF COPYRIGHT

Newspaper Licensing Ireland Limited, Clyde Lodge, 15 Clyde Road, Dublin 4, Ireland
Tel: 01 668 9099 Website: www.newspaperlicensing.ie Email: info@newspaperlicensing.ie