

(e) Details of the Nature of Licensing Schemes Managed.

Newspaper Licensing Ireland licences all companies who photocopy or scan extracts from the list of newspapers detailed in our list of rightsholders including press cuttings agencies, PR companies, trade bodies, professional firms and commercial organisations.

About NLI

Newspaper Licensing Ireland Limited (NLI) facilitates the commercial use and copying of newspaper, magazine and 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





Business Licence Fee Schedule

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	€232	€112	€104	€59
11 - 50	€336	€167	€153	€89
51 - 100	€448	€225	€201	€114
101 - 300	€676	€339	€305	€174
301 - 500	€1,126	€564	€491	€294
501 - 1000	€1,687	€843	€760	€439
1001 - 2000	€2,250	€1,125	€1,010	€584
2001 - 5000	€3,374	€1,690	€1,523	€882
5001 - 10000	€3,935	€1,969	€1,772	€1,027
10001 - 20000	€5,060	€2,530	€2,275	€1,321
20,001 - 30,000	€6,730	€3,289	€2,958	€1,704
30,001 - 40,000	€8,682	€4,244	€3,816	€2,266
40,001 - 60,000	€11,200	€5,144	€4,922	€2,922
60001 -80,000	€14,448	€7,062	€6,350	€3,770
80,001 100.000	€18,638	€9,115	€8,191	€4,863
Over 100,000	Apply	Apply	Apply	Apply

Licence Extensions

In addition to the rights granted in the basic licence, NLI also offer 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	€70	€34	€31	€135
11 - 50	€101	€50	€46	€197
51 - 100	€134	€67	€60	€261
101 - 300	€203	€102	€91	€396
301 - 500	€338	€169	€147	€654
501 - 1000	€506	€253	€228	€987
1001 - 2000	€675	€337	€303	€1,315
2001 - 5000	€1,012	€507	€457	€1,976
5001 - 10000	€1,181	€591	€532	€2,303
10001 - 20000	€1,518	€759	€683	€2,960
20,001 - 30,000	€2,019	€987	€887	€3,893
30,001 - 40,000	€2,605	€1,273	€1,145	€5,023
40,001 - 60,000	€3,360	€1,543	€1,477	€6,380
60001 -80,000	€4,334	€2,119	€1,905	€8,358
80,001 100.000	€5,591	€2,734	€2,457	€10,782
Over 100,000	Apply	Apply	Apply	

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	€581
≤ 10	€967
≤ 15	€1,355
≤ 25	€1,841
≤ 50	€2,614
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.

Business Licence Application Form

The application form should be read and completed in conjunction with the NLI fee schedule herewith and publication schedule at www.newspaperlicensing.ie



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

Please tick boxes as required.

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

Please return to: Newspaper Licensing Ireland Ltd, Clyde Lodge, 15 Clyde Road, Dublin 4

Tel: 01 668 9099

Fax: 01 668 9872

Email: info@newspaperlicensing.ie

Website: www.newspaperlicensing.ie

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.

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.

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	€441	€221	€199	€113
5-10	€659	€330	€298	€171
11-20	€1,321	€659	€598	€343
21-29	€1,982	€990	€889	€516
30+	€2,751	€1,376	€1,243	€718

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, you must select this option.

Archive Fees

Number of Employees	National Newspapers	Regional Newspapers	Magazines	All
1-4	€132	€66	€60	€258
5-10	€198	€99	€89	€386
11-20	€396	€198	€180	€773
21-29	€594	€297	€267	€1,158
30+	€825	€413	€373	€1,611

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	€581
≤ 10	€967
≤ 15	€1,355
≤ 25	€1,841
≤ 50	€2,614
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.

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

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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

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

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



PR Licence Application Form

The application form should be read and completed in conjunction with the NLI fee schedule herewith and publication schedule at www.newspaperlicensing.ie



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

Please tick boxes as required.

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

Please return to: Newspaper Licensing Ireland Ltd, Clyde Lodge, 15 Clyde Road, Dublin 4

Tel: 01 668 9099

Fax: 01 668 9872

Email: info@newspaperlicensing.ie

Website: www.newspaperlicensing.ie



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 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

Media Monitoring Organisation (MMO) LICENCE OF COPYRIGHT

A. We _____ ("the Licensee")

(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.

Rights Granted

Tick below as appropriate

We wish to avail of the rights set out in clause 2.1 in relation to **print publications ("Option A")**

We wish to avail of the rights set out in clause 2.2 in relation to **website publications ("Option B")**

- NOTE: It is open to the Licensee to avail of both Option A and Option B
- 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, 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(s)**: 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 the date inserted by NLI on the application form herewith for the beginning of the licence term.
 - (e) **Distribute**: Means utilising Publisher Content to provide a service, licensed by this Agreement, to Clients and "Distributor" and "Distribution" shall be construed accordingly.
 - (f) **Link(s)**: Means the uniform resource locator ("URL") which links to a Print Article Copy or a Web Article as applicable.
 - (g) **MMO**: Means an organisation offering media monitoring services.
 - (h) **Paper Copy(ies)**: means a paper copy of an Article from the Publisher Content listed in Schedule 1 produced by laser printing, photocopying or hard copy fax.
 - (i) **Print Article Copy(ies)**: Means an electronic, read only copy of an Article from the Publisher Content listed at Schedule 1 produced by image scanning.
 - (j) **Publication(s)**: The publications, and each of them, listed in Schedules 1 and 2 respectively.
 - (k) **Publisher(s)**: Means each publisher of the publications listed in Schedules 1 and 2 respectively.
 - (l) **Publisher Content**: Means content, including the typographical arrangement thereof, from the newspapers and magazines listed in Schedule 1 and the website publications listed in Schedule 2 respectively.
 - (m) **Scrape**: Means to extract or copy 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.
 - (n) **Text Extract(s)**: Means any headline or direct text extract of no more than 256 characters of an Article.
 - (o) **Web Article(s)**: Means an Article from a website listed in Schedule 2.
 - (p) **Web Article Copy(ies)**: Means a hyperlink to a Web Article with (if any) accompanying Text Extract.
 - (q) **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. **Where Option A has been ticked on the front page then the Licensee shall have the rights and obligations set out in Clause 2.1. Where Option B has been ticked on the front page then the Licensee shall have the rights and obligations set out in Clause 2.2. For the avoidance of doubt the rights granted pursuant to Clause 2.1 may only be exercised in relation to the Publications listed in Schedule 1 and the rights granted pursuant to Clause 2.2 may only be exercised in relation to the Publications listed in Schedule 2. NOTE: NLI, at its sole discretion, may add to or remove from the lists at Schedule 1 and Schedule 2.**

- 21 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, in the following manner and subject to the following conditions:-
- (i) to make and deliver to Clients Paper Copies and/or Print Article Copies of Articles from the Publisher Content listed at Schedule 1 provided:
 - (a) that the Licensee shall be entitled to keep an Print Article Copy for a period of 30 days only from the date of publication of the particular piece of Publisher Content copied and must delete it from its system at the end of that period.
 - (b) that the Licensee shall keep records of all Paper Copies and Print Article Copies delivered in accordance with this clause 2.1 on an Article by Article basis and, as required, deliver those records to NLI.
 - (ii) to keep on behalf of a Client an electronic archive of all Publisher Content copied on behalf of and delivered to a Client pursuant to this clause 2.1 subject to the following:
 - (a) 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 Publisher Content being kept by the Licensee, and
 - (b) that NLI 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 2.1(ii), and
 - (c) that the Client on whose behalf the electronic archive is being kept by the Licensee must at all times itself hold an archive licence from NLI. If at any time the Client ceases to hold an archive licence from NLI, the right granted to the Licensee under this clause 2.1(ii) shall immediately cease and the electronic archive must be permanently irretrievably deleted, and
 - (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 30 days from the date of first publication of that Article.
- 22 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 2 and to Distribute such copies in the following manner and subject to the following conditions:
- (i) to search the websites as listed in Schedule 2 for Web Articles and create Web Article Copies in respect of those Web Articles, or receive Web Article Copies from a MMO, and to Distribute such Web Article Copies 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 2 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 2 is excluded from this Licence:
 - (i) video and audiocontent;
 - (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 Article for a period of 30 days only from the date of publication of the Web Article to which the Web Article Copy refers, and must delete it from its system at the end of that period;

- (e) the Licensee shall keep records of all Web Article Copies delivered in accordance with this clause 2.2 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 2.2 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 30 days 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 has 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 contained 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, in the form set out for such reports at Schedule 4, 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 Paper Copies, Print Article Copies and Web Article Copies distributed by the Licensee during the previous month and shall also identify the number of Paper Copies, Print Article Copies and Web Article Copies 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. Where this agreement has been terminated pursuant to this subsection, then the Licensee is entitled to apply for a new licence only upon payment to NLI of the renewal fee as set out in Schedule 5. The renewal fee shall be payable by the Licensee to NLI in addition to all other payments the Licensee is required to make to NLI pursuant to this agreement and otherwise.
- (c) The Licensee must provide NLI with a quarterly report detailing the name of each Client on whose behalf the Licensee is keeping an electronic archive under clause 2.1(ii) and detailing the total number of Articles being kept in the electronic archive for each of those Clients.
- (d) The Licensee is obliged to keep the records referred to in clauses 2.1(i)(b) and 2.2(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 the Commencement Date hereof 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, 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 2.2(i)(c) NLI warrants that the proprietors of the Publications 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.

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;
 - (v) summarise 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 2) 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 2. 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, and
 - (ii) A Print Article Copy fee for each Article copied and sent to Clients in accordance with clause 2.1, and
 - (iii) A Web Article Copy fee for each Web Article Copy and/or Web Article Distributed, delivered and/or made available to any Client by the Licensee in accordance with clause 2.2, and
 - (iv) All other fees provided for 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. The Print Article Copy fee provided for in clause 9(a)(ii) above and the Web Article Copy fee provided for in clause 9(a)(iii) above shall be paid monthly, within thirty days of the date of the invoice.
- (c) VAT shall be payable on all sums payable pursuant to this agreement at date of payment of the relevant fee.
- (d) Where appropriate NLI may apply an indemnity fee payable in respect of past copying activities which, to have taken place lawfully, should have been licensed by NLI but were 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 agreement where the indemnity fee arises on foot of unlicensed copying activity which has taken place over one year or longer preceding this licence or;
 - (ii) in the case of unlicensed copying activity 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 payable for the first year of this agreement by the duration of past copying activity (e.g.) Where past unlicensed copying activity has taken place over a period of three months: $fee \times 0.25 \text{ years} = \text{indemnity fee}$.
- (e) Without prejudice to clause 9(d) NLI shall be entitled to charge interest on overdue amounts at a rate of 1.5% above Euribor.
- (f) 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(f), as NLI shall from time to time notify in advance to the Licensee by email or otherwise.
- (b) Without prejudice to clause 9(f) of this agreement, clauses 9 and 10 of this agreement shall be subject to review by NLI upon the expiry of two years certain from the date hereof. At that time NLI may, at its sole discretion, alter the level of fees payable pursuant to this agreement and/or the manner in which fees are to be charged.

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 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 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;
 - (iii) To determine whether the Licensee is carrying out any acts in respect of which it is not licensed;
 - (iv) To ensure that each of the Licensee's Clients are licensed, where necessary, by NLI;
 - (v) 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 NLI, then the Licensee shall immediately pay to NLI 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 Licensee of three per cent (3%) or more, or alternatively, if in the opinion of the Auditor the Licensee has obstructed the Auditor in carrying out the inspection, the Licensee shall, in addition to repayment of monies owed with interest, reimburse NLI for any and all costs and expenses connected with the inspection (including travel, lodging, wages, expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies NLI may have. In all other circumstances, an inspection under clause 11(a) shall be at the expense of NLI.

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 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. Without prejudice to clause 10(b) 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 Publications

Anglo Celt	Leinster Express
Athlone Topic	Leinster Leader
Ballyfermot Echo	Leitrim Observer
Bray People	Letterkenny People
Carlow Nationalist	Letterkenny Post
Carlow People	Liffey Champion
Clare Champion	Limerick Chronicle
Clondalkin Echo	Limerick Leader
Connacht Tribune	Longford Leader
Connaught Telegraph	Lucan Echo
Corkman	Marine Times
Donegal Democrat	Mayo News
Donegal News	Meath Chronicle
Donegal People's Press	Meath Topic
Donegal Post	Midland Tribune
Drogheda Independent	Munster Express
Dublin Gazette - City	Nenagh Guardian
Dublin Gazette - North	New Ross Echo
Dublin Gazette - South	New Ross Standard
Dublin Gazette - West	Offaly Express
Dundalk Democrat	Offaly Independent
Dungarvan Leader	Offaly Topic
Dungarvan Observer	Roscommon Herald
Enniscorthy Echo	Sligo Champion
Enniscorthy Guardian	Sligo Weekender
Evening Echo	Southern Star
Evening Herald	South Tipp Today
Fingal Independent	Sunday Business Post
Finn Valley Post	Sunday Independent
Galway City Tribune	Sunday World
Gorey Echo	Tallaght Echo
Gorey Guardian	The Argus
Inish Times	The Avondhu
Inishowen Independent	The Carrigdhoun
Irish Catholic	The Nationalist
Irish Daily Star	Tipperary Star
Irish Examiner	Tuam Herald
Irish Farmers Journal	Tullamore Tribune
Irish Field	Waterford News & Star
Irish Independent	Western People
Irish Times	Westmeath Examiner
Kerryman	Westmeath Independent
Kerry's Eye	Westmeath Topic
Kildare Nationalist	Wexford Echo
Kildare Post	Wexford People
Kilkenny People	Wicklow People
Laois Nationalist	

Magazine Publications

A Magazine

Accountancy Ireland	Éiru
Accountancy Plus	Electric Mail
Accounting & Business	Emania
Action for Bogs	Energy Business Europe
Administration Journal	Enviroireland
Afloat	Environment & Energy Management
All Ireland Journal of Nursing & Midwifry	eWings
An Beachaire	Face Up Magazine
An Cosantoir Magazine	Film Study Guide Series
Archaeology Ireland Ltd	First Hand
Architecture Ireland	Foinse
ASTIR magazine	Food & Drink Business Europe
Auto Ireland	Food & Wine
Biology and Environment	Food Service Ireland
Books Ireland	Forage & Nutrition Guide
Build Your Own House and Home	Forum
Bulletin of Northern Ireland Law	Forum Clinical Focus
Business & Finance	Garden Heaven
Business & Finance	Geological Curator
Business & Finance Yearbook	Get a life... In Tourism
Business Travel	Go Rail
Business Travel	GSI Newsletter
Cancer Professional	Heritage Outlook
Cara Magazine	Hibernian Law Journal
Cardiology Professional	Highball Magazine
Carte Blanche	History Ireland Ltd
Cathair na Mart - Journal of Westport	History Studies: University of Limerick
Historical Society	Hospital Doctor of Ireland
Checkout	Hot Press
Checkout Top 100 Brands	Hotel & Catering Review
Chemistry in Action!	House & Home
ChildLinks	House & Home Kitchens
Classics Ireland	Image
Computerscope	Image Arnotts Magazine
Confetti	Image Interiors
Confetti 25 Real Irish Weddings	InDublin Magazine
Construction	Industrial Relations News
Construction and Property News	Industry & Business
Coprolite	Interior Plan Magazine
CPA Journal of Accountancy	IPU Review
Derry Journal	Ireland of the Welcomes
Diabetes Ireland	Irish Architectural Review
Diabetes Professional	Irish Banking Review
Doctrine and Life	Irish Birds
Dot ie Magazine	Irish Brides
Dundrum	Irish Building Services News (BSNews)
Easy Food	Irish Communications Review
Easy Health & Living	Irish Computer
Easy Parenting	Irish Construction Industry Magazine
Eat Out	Irish Construction Overview
Economic & Social Review	Irish Farm Machinery & Equipment
Economic Outlook	Irish Farmers' Monthly
Eighteenth-Century Ireland	Irish Food
Eircell News	Irish Forestry
	Irish Garden

Magazine Publications (cont.)

Irish Geography	Phoenix
Irish Gift Retailer	Physiotherapy Ireland
Irish Hardware	Plan Architectural Review
Irish Historical Studies	Plan Magazine
Irish Journal of Agriculture	Poetry Ireland Review
Irish Journal of Clinical Speech and	Poetry Now
Irish Journal of Earth Sciences	Printed Project
Irish Journal of Food Science and	Proceedings of the Irish Biblical
Irish Journal of Management	Proceedings, Section C
Irish Journal of Medical Science	Prudence
Irish Journal of Occupational	Prudence Magazine
Irish Journal of Psychological Medicine	REACH
Irish Journal of Psychology	Reality Magazine
Irish Kitchens & Bathrooms	Relate
Irish Marketing Review	Religious Life Review
Irish Medical Journal	Renovate Magazine
Irish Medical News	Research & Innovation
Irish Medical News	RTE Guide
Irish Medical Times	Scripture in Church
Irish Medicines Formulary (IMF)	Seanchais Árd Mhacha
Irish Motor Management	Sharing Good Practice
Irish Pharmacy Journal	Shelf Life
Irish Printer	Smart Company
Irish Social Worker	Spirituality
Irish Studies in International Affairs	Stellar Magazine
Irish Tatler	Strokelink
Irish Tatler Business	Stubbs Gazette
Irish Tatler Men's Issue	Studies - An Irish Quarterly Review
Irish Tax Review	Teanga
Irish Theological Quarterly	The Craft Butcher
Irish Trade Travel	The Dublin Review
Irish Travel Trade News	The Furrow
Irish University Review	The Irish Catholic
Irish Veterinary Journal	The Irish Jurist
Journal of the Cork Historical &	The Irish Reports
Journal of the Irish Dental Association	The Irish Skipper
K Magazine	The Stinging Fly
Kiss Magazine	The Visual Artists' News Sheet (VAN)
Land of the Horse	The Word
Licensing World	Today's Farm
Living It	Trade Bulletin
Localisation Focus	TV Now Magazine
Magill Magazine	U Magazine
Marine Times	U Magazine Annual
Mathematical Proceedings	Ulster Journal of Archaeology
Meat Matters	Ulster Medical Journal
MIMS Ireland	Veterinary Ireland Journal
Minerva Journal of Philosophy	VIP Magazine
Modern Medicine	Visa Card News
Network News	Visitor
Nuacht	Woman's Way
Nursing in the Community	World of Irish Nursing
One to One	Xposé Magazine
PC Live	Youth Studies Ireland

Schedule 2

Website Publications

www.anglocelt.ie	www.irishtimes.com
www.avondhupress.ie	www.kerryseye.com
www.businesspost.ie	www.kildare-nationalist.ie
www.carlow-nationalist.ie	www.kilkennypeople.ie
www.clarechampion.ie	www.laois-nationalist.ie
www.con-telegraph.ie	www.leinsterexpress.ie
www.connachttribune.ie	www.leinsterleader.ie
www.donegaldemocrat.ie	www.leitrimobserver.ie
www.donegalnews.com	www.limerickleader.ie
www.dublingazette.com	www.longfordleader.ie
www.dundalkdemocrat.ie	www.marinetimes.ie
www.dungarvanleader.com	www.mayonews.ie
www.dungarvanobserver.ie	www.meathchronicle.ie
www.echo.ie/ballyfermot	www.midlandtribune.ie
www.echo.ie/clondalkin	www.munster-express.ie
www.echo.ie/lucan	www.nationalist.ie
www.echo.ie/tallaght	www.nenaghguardian.ie
www.eveningecho.ie	www.offalyexpress.ie
www.farmersjournal.ie	www.offalyindependent.ie
www.herald.ie	www.roscommonherald.ie
www.independent.ie	www.sligoweekender.ie
www.independent.ie	www.southernstar.ie
www.independent.ie/regionals/argus	www.sundayworld.com
www.independent.ie/regionals/braypeople	www.theirishfield.ie
www.independent.ie/regionals/corkman	www.thestar.ie
www.independent.ie/regionals/drogheda-independent	www.tipperarystar.ie
www.independent.ie/regionals/enniscorthyguardian	www.topic.ie
www.independent.ie/regionals/fingalindependent	www.tuamherald.ie
www.independent.ie/regionals/goreyguardian	www.tullamoretribune.ie
www.independent.ie/regionals/kerryman	www.waterford-news.ie
www.independent.ie/regionals/newrossstandard	www.westernpeople.ie
www.independent.ie/regionals/sligochampion	www.westmeathexaminer.ie
www.independent.ie/regionals/wicklowpeople	www.westmeathindependent.ie
www.inishowenindo.ie	www.wexfordecho.ie
www.irishcatholic.ie	www.wexfordpeople.ie
www.irishexaminer.com	

Schedule 3

Letterhead of Media Monitoring Organisation

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 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 6689099, web www.newspaperlicensing.ie or
email info@newspaperlicensing.ie.

Yours sincerely,

Name of signatory

Schedule 4

Media Monitoring Organisation – Content Distribution Report Templates

Monthly Client Details Report

Client Name	Client Address	Telephone	Client Contact	Contact Email	No of Users	Archive Access
ABC Ltd	15, Grafton St., Dublin	01 8585885	Joe McManus	mcmanusj@abc.ie	10	Yes
XYZ Ltd	West End Business Park, Mahon, Cork	021 4545445	Emily O'Reilly	eoreilly@xyz.com	25	Yes
LMN Ltd	Stepaside, Co. Dublin	01 6325412	Tom Murphy	tommurphy@lmn.ie	125	No

Monthly Distribution Report

Client Name	Source	Headline	Author	Date
ABC Ltd	Irish Times	"Water bill defaulters will face reduction in pressure"	Carl O'Brien	09/07/2013
XYZ Ltd	www.independent.ie	"McDowell at coolest as battle heats up"	Karl MacGinty	09/07/2013
LMN Ltd	Irish Printer	"Cork printer boasts unique bindery array"	N/A	01/07/2013

Schedule 5

Fee Tariff for Media Monitoring Organisations

These fees apply from the 1st April 2021 (All fees exclude VAT)

1. Licence Fee

If you exercise the rights licensed within Clause 2.1, Clause 2.2, or both, of the Media Monitoring Organisation 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	€800.00
101 - 250	€1,000.00
251 - 500	€1,500.00
501 - 1,000	€2,250.00
1,000 +	€3,250.00

2. Content Fees

Distribution Type	Article fee
Option A - Print Article Copy	€0.09
Option B - Web Article Copy	€0.09

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	€10,400.00
101 - 250	€13,000.00
251 - 500	€19,500.00
501 - 1,000	€29,250.00
1,000 +	€42,250.00

5. Audit Fees

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



Newspaper Licensing Ireland Limited

Media Monitoring Organisation (MMO)

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