



Irish Copyright Licensing Agency

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## **APPENDIX B**

### **DETAILS OF THE SCHEME**

The following section will be dealt with under the following headings:

- A General Introduction to the history and aims of the Irish Copyright Licensing Agency
- The Work of the Irish Copyright Licensing Agency
  - Licensing – works covered, types of licences
  - Details of Charges
  - Distribution of Royalties
- Classes of Rightsowners represented

### **General**

The Irish Copyright Licensing Agency was set up in 1992 by Clé, the Irish Book Publishers Association and the Irish Writers' Union to protect the interests of publishers and authors with regard to the reprography of their works. ICLA sells licences, which allow users to photocopy limited extracts of copyright material. ICLA is a non-profit-making organisation and the money thus collected (minus administration costs) is distributed to the authors and publishers whose works have been photocopied. Licences were first sold in 1993 and the first distribution of royalties took place in 1994.

ICLA is committed to obtaining fair compensation for publishers and authors alike. At the same time, it provides users with an easy method of obtaining permission to photocopy.

The Irish Copyright Licensing Agency is the only agency in Ireland, which deals with licensing for photocopying and scanning of literary copyright material.

ICLA is a member of the International Federation of Reproduction Rights Organisation. Through this membership, it has entered into reciprocal agreements with many of its sister organisations abroad, including most English language countries (e.g. UK, Canada, USA, Australia) and many European countries. Through these reciprocal agreements, the licences we sell include photocopying and scanning not only from Irish works but also many foreign works. Through the reciprocal agreements, we also receive royalties for photocopying and scanning of Irish works abroad. Almost one quarter of our income comes from abroad for photocopying of Irish works as far away as Australia, New Zealand, Canada and the USA and also countries closer to home such as the UK, Denmark and Norway.

## **Work of ICLA**

The work of ICLA falls into two main sections:-

Firstly, it sells licences, which allow users to copy or scan copyright material;

Secondly, it distributes royalties to the authors and publishers whose works have been photocopied.

## **Licensing**

ICLA is a clearing centre through which owners and users of copyright material can deal with each other more or less automatically. ICLA enables both individuals and organisations, (including educational establishments, universities, businesses, professional firms, government departments and public bodies) to comply with copyright law, by acting as a single source for the authorisation of copying of extracts of material.

## **What works are covered by the scheme?**

Books, journals and periodicals published in Ireland, the United Kingdom, Australia, Canada, Denmark, France, Germany, Greece, Iceland, Italy, Liechtenstein, Japan, Malta, the Netherlands, New Zealand, Norway, Poland, Spain, South Africa and Switzerland and those books, journals and periodicals published in the United States by publishers which appear on the List of US Publishers published from time to time by ICLA, BUT EXCLUDING those books, journals and periodicals which appear on the List of Excluded Works furnished from time to time by ICLA.

Due to the establishment of a collecting society representing Visual Artists in 2006 (IVARO), ICLA's licence now includes the visual material published in books, journals and magazines. IVARO receives a percentage of ICLA's national income (currently 4%) in return for the use of this repertoire. This agreement fills a long-standing anomaly in the ICLA licence which until that date excluded visual works which were not integral to the text. All visual works in published materials covered by the licence are now included except where expressly stated on the Excluded List.

## **Licences**

The ICLA has two main types of licences: business and educational.

### **1. The Business Licence**

The user may copy up to 5% or one chapter of a book (provided it is not greater than 20%) on any one occasion

The user may copy up to 5% or one complete article from a journal or periodical, provided the journal or periodical contains at least one other article.

The licence does not allow copying of complete works, nor systematic copying of parts of works, which exceed the limits stated above.

The licence does not extend to copying of works, which are themselves copies.

The licence does not permit the Licensee to republish licensed material in any manner or form, nor to sell, rent or otherwise deal in Licensed Material for valuable consideration.

A copy of the business licence is attached APPENDIX C

Business Licence Fees: See Attached tariff sheet APPENDIX C

## 2. **The Educational Licence**

The licence allows the user to copy for immediate use

- Up to 5% or one chapter (whichever is the greater) of a book, except in the case of a short story or poem which can be copied in its entirety provided it does not exceed ten pages in length
- Up to 10% or one chapter in Higher Education
- The whole or part of one article from a journal or periodical issue published in the countries with which ICLA has a reciprocal agreement (subject to any excluded lists provided by ICLA)
- Up to the number of copies required to provide each member of the class with one copy plus two copies for the teacher.

The licence does not cover the following categories of works published in Ireland:

- printed music (including the words)
- workcards or assignment sheets
- separate maps or charts
- separate photographs, illustrations or diagrams
- privately prepared teaching material (such as correspondence courses)
- industrial journals

A copy of the educational licences – higher, further, post primary and primary licence are appended in APPENDIX D

Educational Licence Fees: See Attached tariff sheet APPENDIX D

## **Distribution of Royalties**

The second main area of work of ICLA is the distribution of royalties to authors and publishers.

Currently, distributions are made on a tri-annual basis in February, June and November. The actual fees paid to individual authors and publishers are determined using sampling/surveys described below. With regard to books, generally 50% of the royalties are paid to the author and 50% are paid to the publisher (sometimes authors and publishers will have an alternative agreement). In the case where there is more than one author, then all the authors share the author's 50%. In the case of periodicals, 100% of the royalties is paid to the publishers. Payments are sent to individual authors and individual publishers either by Electronic Fund Transfer or cheque.

### **Sampling Process / Surveys**

All licence fee income (minus administration costs) is distributed to authors and publishers.

**Businesses** are given a choice of sampling methods.

Either they may keep records of all photocopying of copyright material carried out during a one-week period per annum.

Alternatively, they may provide ICLA with a list of the periodicals to which the Licensee subscribes and a list of the professional and technical books owned by the Licensee. Within 60 days of the first licence, and every 24 months thereafter, the Licensee would submit to ICLA

- a) a list of the periodicals to which the Licensee has subscribed during the previous 12 months and
- b) a return from 20% of employees covered by the Licensee's licence of the names of 3 books from which they made copies during the previous 3 months.

In **educational institutions**, surveys are carried out in a percentage of schools every third year. Schools are asked to copy the identifier page of the work they have photocopied and fill in details of how many pages have been copied and how many copies of each page have been made onto a pre-printed sticker or submit a report form. The survey results are then used to draw up a list of works, which have been photocopied and the number of copy/pages of each of these works. Distributions are made to individual authors and individual publishers on the basis of the survey results. Third level institutions are asked to submit their course pack content every three years in rotation.

### **Rightsowners represented**

#### **Irish rightsowners – APPENDIX E**

The Irish Copyright Licensing Agency represents Authors and Publishers

With respect to Irish publishers, each publisher signs a mandate allowing ICLA to licence for photocopying on its behalf (see enclosed mandate). Currently ICLA has mandates from over 240 Irish publishers (see attached list).

With regard to Irish authors, The Irish Writers' Union and the Society of Irish Playwrights have mandated ICLA to act behalf of their members (see attached APPENDIX F. These are the two main bodies in Ireland, which represent Irish authors. We are also seeking individual mandates from authors. APPENDIX E

#### **Foreign rightsowners**

As mentioned above, ICLA is a member of the International Federation of Reprographic Rights Organisation. Through this organisation, we sign reciprocal agreements with our sister organisations in other countries whereby our licence includes books and journals published in those countries. At present we have reciprocal agreements with our sister organisations in the following countries: Australia, Austria, Canada, Denmark, France, Germany, Greece, Iceland, Italy, Japan, the Netherlands, New Zealand, Norway, Poland, South Africa, Spain, Switzerland, the UK and the USA. In this way, we represent many foreign authors and publishers.



Irish Copyright Licensing Agency

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## **APPENDIX C**

### **BUSINESS LICENCE**

**Business Licence and Licence Certificate**

**Business Licence Tariff Sheet**

**Joint NLI/ICLA Licence**

**CERTIFICATE OF LICENCE TO COPY EXTRACTS FROM BOOKS AND PERIODICALS  
(including Visual Works contained therein)  
FOR USE IN BUSINESS/PUBLIC ADMINISTRATION**

IRISH COPYRIGHT LICENSING AGENCY ("ICLA") certifies that it has granted to :

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("the Licensee") a Licence to reproduce extracts from published books, journals and periodicals, upon the terms and conditions, and subject to the limitations specified in the Licence Agreement.

The Licensee notes and accepts the said terms, conditions and limitations, and agrees to be bound by them.

The term of this Licence is for one year from the:

The Licence fee payable by the Licensee shall be based on the number of professional employees of the Licensee at the date hereof, and shall be calculated as follows:

Professional Employees:

Fee:

SIGNED on behalf of the Licensee:

SIGNED on behalf of ICLA:

DATE:

Please return to:

**Irish Copyright Licensing Agency Ltd,  
25 Denzille Lane,  
Dublin 2.**

Tel: 01- 662 4211

Fax: 01- 662 4213

Website : [www.icla.ie](http://www.icla.ie)

email: [info@icla.ie](mailto:info@icla.ie)

# **BUSINESS LICENCE AGREEMENT**

## **Terms and Conditions**

### **1. Interpretation**

"Licensed Material" means books, journals and periodicals published in Ireland; the United Kingdom; Australia; Austria; Belgium; Canada; Denmark; France; Germany; Greece; Iceland; Italy; Lichtenstein; the Netherlands; New Zealand; Norway; South Africa; Spain and Switzerland; AND those books, journals and periodicals published in the United States which appear on the List of US Publishers published from time to time by ICLA, *BUT EXCLUDING* those books journals and periodicals which appear on Lists of Excluded Works furnished from time to time by ICLA.

### **2. Licence to make and distribute paper copies**

ICLA HEREBY GRANTS unto the Licensee, on the terms herein contained, the right to make paper copies of Licensed Material by photocopying or by scanning (**N.B. Scanning applies to publications from Ireland, the UK, Denmark, Spain, France and South Africa only**) for the business purposes of the Licensee AND to distribute and permit the distribution of the same to employees, workers and consultants engaged by the Licensee, and to clients and agents of the Licensee.

### **3. Licence to circulate material electronically via the Licensee's internal network**

ICLA HEREBY GRANTS unto the Licensee, on the terms herein contained, the right to make by scanning and to transmit electronic copies of Licensed Material via a secure and closed internal computer network system accessible only by persons specifically authorised by the Licensee.

### **4. Limitations**

The Licensee may not republish, sell, rent, or otherwise deal in the Licensed Material for valuable consideration.

The copying hereby licensed shall not in the case of any one published work exceed 5% (five per cent) of the work, save that :

- One complete article may be copied from a journal or periodical, provided the journal or periodical contains at least one other article;
- A complete chapter may be copied from a book, provided the same does not amount to more than 20% of the entire book.

The Licence does not permit copying of complete works, nor systematic copying of parts of works so as to exceed the limits stated in paragraph 4.2 above.

The Licence does not permit the copying of works which are themselves copies, and the production of which was not authorised by the rightholder or his or her agent or representative, or permitted by copyright legislation in the absence of such authorisation.

The Licence does not permit the Licensee to store Licensed Material in electronic form for any period longer than is required in order to produce and distribute the copies made pursuant to this Agreement.



The Licence does not permit either the copying of Licensed Material to CD, or the holding or distribution of such material on CD.

The only form of electronic distribution permitted by this Licence is that specified in clause 3 above. Posting of Licensed Material to the World Wide Web and distribution by email (other than via a Licensee's closed internal computer network) are expressly prohibited by this Licence.

The Licensee may not manipulate, edit or amend Licensed Material, or authorise the same.

Where the Licensed Material includes an artistic work protected by copyright, the Licensee may not make a copy of the same by any means unless the copy identifies the author thereof.

## **5. Obligation to destroy/delete**

The Licensee shall be obliged to destroy any copies of Licensed Material in its possession and to delete from the hard drive of its servers any material which may be stored there in the event that the Licensee shall become aware, either by notice from ICLA or otherwise, that the said material infringes copyright, or is or may be defamatory, obscene or otherwise unlawful.

## **6. Excluded works**

ICLA shall keep the Licensee informed of the Lists of Excluded Works and the List of US Publishers applicable to this Licence.

ICLA shall be entitled, on giving one months notice to the Licensee, to remove a work, or category of works, from the Licensed Material.

## **7. Duration**

This License shall endure for the period specified in the Licence Certificate appended hereto.

## **8. Licence Fee**

The Licensee shall pay to ICLA the amount of the License Fee specified in the Licence Certificate appended hereto.

## **9. Indemnity**

In all case of copying by the Licensee within the terms of this agreement, ICLA agrees to indemnify and keep the Licensee indemnified against all actions claims demands costs or proceedings arising out of a breach of copyright in Licensed Material by the Licensee PROVIDED HOWEVER that ICLA is notified of any such claim within 4 weeks of the same coming to the attention to the Licensee and that the Licensee makes available to ICLA all relevant information and documentation concerning any such claim.

In the event of such a claim, ICLA shall have full authority and responsibility in relation to all aspects of the handling of the claim and the conduct of the defence thereof PROVIDED HOWEVER that ICLA will consult with the Licensee prior to conclusion of any settlement of a claim and will consider such views and comments as the Licensee shall make in relation to the same. The Licensee shall assist ICLA in all reasonable respects in the handling and defence of any such claim.

## **10. Data Collection**

ICLA may require the Licensee to participate in data collection exercises, to establish the nature of the material copied by the Licensee. This information is needed by ICLA in order to distribute its Licence revenue. For this purpose, the Licensee shall keep such records of copying as may be agreed with ICLA from time to time, and shall make such records available to ICLA upon request. In addition, ICLA may elect to conduct an information survey once per year. The survey shall consist of the logging of all copies of Licensed Material made by the Licensee over a period of one week. This Licensee shall allow ICLA to attend at the Licensees premises for this purpose and shall supply such information as may reasonably be required by ICLA for the purpose. Unless compelled by a competent legal authority, ICLA shall not disclose any information supplied to it under the terms of this clause, other than information in aggregated form from which the Licensee may not be identified.

## **11. Copyright Notices**

The Licensee shall ensure that :

- A notice (supplied by ICLA) is placed beside every photocopier under the Licensee's control stating the limits of copying permitted under this agreement;
- Unless such information is apparent on the copy itself, the name of the author and publisher of the copied work appears on the front page of each copy made, whether the same is a paper copy or a digital copy.

## **12. Termination of Licence**

ICLA shall be entitled to terminate this Licence in the event of a material breach of the terms hereof by the Licensee. This Licence shall automatically terminate in the event that the Licensee shall cease to carry on business. Termination shall be without prejudice to the antecedent rights of either party hereunder.

In the event of termination, the Licensee shall remove and destroy all notices relating to the making or use of copies under this Licence, and shall endeavour to ensure that all parties previously entitled to make or use copies under this agreement are notified of the termination of the Licence.

## **13. Service of Notices**

All notices required to be given hereunder shall be given in writing and shall either be delivered by hand or be sent by prepaid registered post to the address of the relevant party given herein. In the case of a notice sent by post, it shall be deemed to have been served on the second day following posting.

#### **14. Assignment**

This Licence is personal to the Licensee and may not be assigned to a third party without the prior written consent of ICLA.

#### **15. Renewal of Licence**

This agreement may be renewed annually by the issue of a new Licence Certificate to the Licensee.

#### **16. Arbitration**

Any dispute between the parties to this agreement concerning any aspect of the agreement may be referred by either party to the decision of the Controller of Patents, Designs and Trade Marks.

# Irish Copyright Licensing Agency

## Rate Card for Business

Economic Activity	Annual Fee per Professional Employee
<p style="text-align: center;"><b>Band A</b></p> Chemical Industry/Pharmaceutical Products Production of Man-made Fibres Processing of Rubber and Plastics Office Machinery & Data Processing Equipment Research and Development Medical and other Health Services	€33.10 plus VAT
<p style="text-align: center;"><b>Band B</b></p> Manufacture of Solid Fuels Extraction of Mineral Oil and Natural Gas Extraction of other Minerals Manufacturing of Paper and Paper Products Printing / Publishing Manufacture of Non-metallic Mineral Products Metal Manufacturing Electrical and Electronic Engineering Manufacture of Motor Vehicles and Parts Manufacture of other transport equipment Construction Financial Intermediation, including Banks/ Building Societies Insurance and Pension Funding Business Services / Legal, Accounting and Technical Services Public Administration and Defence	€22.11 plus VAT
<p style="text-align: center;"><b>Band C</b></p> Other Economic Activities	€11.42 plus VAT

Professional staff includes: Managers and administrators, professional occupations, associate professional and technical occupations.

The number of professional employees, on which the licence fee is based, should include employees in Groups 1, 2 and 3 based on the Standard Occupational Classifications published by the UK Office for National Statistics. (<http://www.ons.gov.uk/ons/guide-method/classifications/current-standard-classifications/soc2010/soc2010-volume-3-ns-sec--rebased-on-soc2010--user-manual/index.html>).

For Public Administration bodies: Those employees of the Licensee of HEO grade, or its equivalent, and above.

## Newspaper Licensing Ireland and Irish Copyright Licensing Agency Joint Licence

Newspaper Licensing Ireland licences all companies who photocopy or scan extracts from the list of newspapers detailed in their list of rightsholders including press cuttings agencies, PR companies, trade bodies, professional firms and commercial organisations. ICLA *mandating magazine publishers* are now included as an add-on in the NLI licence where the licensee *does not* require the full ICLA repertoire.

### Details of the Scales of Charges

Charges are levied in the case of PR companies, trade bodies, professional firms and commercial organizations on the basis of numbers of employees as follows

### Media Monitoring Organisation (MMO) Licence

The media monitoring licence rates are determined on the basis of the number of clients.

No. of Clients	National	Regional	ICLA Magazines
1 – 100	€444.45	€222.22	€200.00
101 – 250	€555.55	€277.78	€250.00
251 – 500	€833.33	€416.67	€375.00
501 – 1,000	€1,250.00	€625.00	€562.50
1,000 +	€1,805.55	€902.78	€812.50

€0.09 per clip delivered is additionally charged. The number of copies made by a PCA is calculated by counting the total number of copies made each month.

### PR Companies

Number of Employees	National Newspapers	Regional Newspapers	UK Newspapers	ICLA Magazines
1-4	€287.00	€143.50	€75.00	€130.00
5-10	€430.00	€215.00	€113.00	€195.00
11-20	€861.00	€430.50	€224.50	€390.00
21-29	€1,292.00	€646.00	€337.00	€580.00
30+	€1,794.00	€897.00	€468.00	€810.00

## Commercial Companies, Trade Bodies, Professional Firms

Number of Employees	National Newspapers	Regional Newspapers	UK Newspapers	ICLA Magazine
0-10	€142.00	€71.00	€36.80	€65.00
11-50	€210.00	€105.00	€54.90	€95.00
51-100	€281.00	€140.50	€73.30	€125.00
101-300	€421.00	€210.50	€109.80	€190.00
301-500	€703.00	€351.50	€183.10	€315.00
501-1,000	€1,052.00	€526.00	€274.50	€475.00
1,001-2,000	€1,404.00	€702.00	€366.30	€630.00
2,001-5,000	€2,106.00	€1,053.50	€550.00	€950.00
5,001-10,000	€2,456.00	€1,228.00	€640.80	€1,105.00
10,001-20,000	€3,158.00	€1,579.00	€824.00	€1,420.00
Over 20,000	Negotiation	Negotiation	Negotiation	Negotiation

In the case of electronic storage of a newspaper extract, there is a surcharge of 30% should the company wish to store a cutting for longer than the allowed 30 day period and up to an indefinite period from the date of publication of the newspaper in question.

**Indemnity Fee** – The indemnity legitimizes past unlicensed copying. It is mandatory for business 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.

### Republishing press clippings on websites

#### 1. Prices for Articles republished in printed material

Circulation	National	Regional	ICLA Magazines
Less than 100	€30.00	€20.00	€12.00
101 – 1,000	€60.00	€40.00	€27.00
1,001 – 10,000	€105.00	€70.00	€48.00
10,001 to 25,000	€157.50	€105.00	€70.00
More than 25,000 +	Apply	Apply	Apply



Office ID: «Publd»

On behalf of «Name»

having signed a mandate with ICLA on «Date\_Mandate\_signed», hereby agree that our publications, as shown below, can be included, on a non-exclusive basis, in the following additional licences offered to media monitoring organisations, PR companies, public bodies, professional firms and all commercial companies by the Newspaper Licensing Ireland:

- Archiving/long term storage
- Re-publication in print form
- Re-publication in digital form including online

Our publications that can be included are:

- All
- All excepting the following: .....
- Only the following title(s): .....

For and on behalf of

For and on behalf of

«Name»

The Irish Copyright Licensing Agency

.....  
(Name)

.....  
(Name)

.....  
(Signed)

.....  
(Signed)

.....  
(Date)

.....  
(Date)



<b>TITLES IN NLI / ICLA Joint Licence</b>		
Accountancy Ireland		Irish Pharmacy Journal
Accounting & Business		Irish Printer
Afloat		Irish Tatler
Architecture Ireland		Irish Tatler Business
Auto Ireland		Irish Tatler Men's Issue
Building Services News		Irish Trade Travel
Business & Finance		Irish Veterinary Journal
Business & Finance Yearbook		Licencing World
Business Travel		Marine Times
Cancer Professional		Modern Medicine
Cara Magazine		Nursing in the Community
Cardiology Professional		Phoenix
Checkout		Plan
Checkout Top 100 Brands		Prudence
Computerscope		RTE Guide
Confetti		Shelf Life
Confetti 25 Real Irish Weddings		Today's Farm
Construction		U Magazine
Diabetes Ireland		U Magazine Annual
Diabetes Professional		Veterinary Ireland Journal
Easy Food		Woman's Way
Easy Health & Living		World of Irish Nursing
Easy Parenting		Xpose
Environment & Energy Magazine		
Food & Drink Business Europe		
Food & Wine		
Forum		
Forum Clinical Focus		
Go Rail		
Heritage Outlook		
Hospital Doctor of Ireland		
Hot Press		
Hotel & Catering Review		
House & Home		
House & Home Kitchens		
Image		
Image Arnotts Magazine		
Image Interiors		
Industrial Relations News		
Ireland of the Welcomes		
Irish Computer		
Irish Construction Industry		
Irish Farmers' Monthly		
Irish Garden		
Irish Gift Retailer		
Irish Hardware		
Irish Medical News		
Irish Medical Times		
Irish Motor Management		



Irish Copyright Licensing Agency

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## **APPENDIX D**

### **EDUCATIONAL LICENCES**

**Higher Education Licence**  
**Further Education Licence**  
**Post Primary Licence**  
**Primary Licence**  
**Tariff Sheet Education**

**Schools Limited Manufacture Licence Fee**  
**Schools Limited Manufacture Licence Terms and Conditions**



**THE IRISH COPYRIGHT LICENSING AGENCY ('ICLA')**  
TERMS AND CONDITIONS  
of  
HIGHER EDUCATIONAL LICENCE

**(September 2020)**

**INTRODUCTION**

- A. The Copyright and Related Rights Act 2000 (as amended) ("the Act") grants authors and publishers of works protected by copyright the right to authorise or prohibit the use of those works.
- B. ICLA represents authors and publishers of literary texts and associated still images. It maintains licensing schemes to enable educational establishments to copy and communicate copyright-protected materials for their educational purposes.
- C. The terms and conditions of the licensing scheme set out below apply to universities and other higher educational establishments, as more particularly defined in clause 1 below.
- D. This licensing scheme of ICLA is certified under Statutory Instrument No277 of 2020, pursuant to the terms of Section 173 of the Act.

**TERMS AND CONDITIONS**

**1. Interpretation**

*"Associated Still Images"* means graphic or visual representations incorporated in a Work comprised mainly of literary text.

*"Authorised Persons"* means all staff and students of the Licensee and all individuals who although not employed by the Licensee are engaged by it to provide teaching, research or consultancy services, and in relation to the Licensee's Intranet or Virtual Learning Environment (VLE), persons, including Distance Learners authorised by the Licensee to use the same using a secure code, but excluding participants in MOOCs or equivalent courses. The term also includes another Educational Establishment holding a current educational licence from ICLA.

*"Copy"* (used as a verb) means to reproduce, irrespective of the means employed. *"Copy"* (used as a noun) and *"Copies"* shall have a corresponding meaning.

*“Communicate”* (used as a verb) means to make available to another, irrespective of the means employed. *“Communication”* (used as a noun) and *“Communications”* shall have a corresponding meaning.

*“Course of Study”* means any whole course of study or any module or segment of a student’s studies which is regarded by the Licensee as a discrete and self-contained unit for the purposes of examination or assessment.

*“Digital Copy”* means an electronic copy of the whole, or part, of a Work.

*“Distance Learner”* means a student on a Course of Study designed to be studied away from the Premises.

*“Education”* means instruction, lectures, study, research, teaching or training carried out either in an Educational Establishment or given by persons acting under the authority of an Educational Establishment and includes all activities necessary or expedient or ancillary to such activities, including the display of Licensed Material, and ‘educational purposes’ shall be construed accordingly.

*“Educational Establishment”* means any university to which the Universities Act 1997 (as amended) applies; any relevant provider within the meaning of Section 2 of the Qualifications and Quality Assurance (Education and Training) Act 2012; and any other establishment so designated by a Minister of the Government as per the Act.

*“Excluded Works”* means Works appearing on the List of Excluded Works published on the ICLA website [www.icla.ie](http://www.icla.ie) and updated from time to time.

*“Extract”* means a part of a Work which does not exceed the proportion of the entire Work specified in clause 3(b) herein.

*“Illustration for Education”* means Copying and/or Communicating Extracts of Licensed Material for the specific purpose of supporting, enriching or complementing the delivery of Education.

*“Digital Repository”* means a database or other information library or archive established by an Educational Establishment to assemble and provide access to digital resources in a systematic and searchable manner.

*“Licence Certificate”* means the certificate issued to the Licensee by ICLA, confirming the grant of a Licence, and specifying the duration of the Licence and the amount of the Licence Fee.

*“Licence Fee”* means the fee specified in the Licence Certificate.

*“Licensed Copy”* means a copy of Licensed Material made pursuant to the terms of this Licence.

*“Licensed Material”* means Works in one of the following categories:

- (i) books, journals, magazines, newspapers and other serial publications available in print or digital form, including via the Internet, and Associated Still Images therein; and

- (ii) text and Associated Still Images of value for the educational purposes of the Licensee, found on websites, blogs and other platforms accessible via the Internet PROVIDED the Copying and Communication of the material is not prohibited by the terms and conditions of use of the website, blog or platform and the use by the Licensee does not involve breaching a technological protection measure (such as a paywall) or other copyright infringement.

*“Licensee”* means the Educational Establishment specified on the Licence Certificate in respect of which the Licence Fee has been paid.

*“Licensee’s Intranet”* means the internal computer network operated by the Licensee and accessible only by Authorised Persons using a secure code.

*“MOOC”* or *“Massive Open Online Course”* means a Course of Study made available to a very large number of students or with open access, via the Internet.

*“Moral Rights”* means the right of the creator of a Work to be identified as the author thereof and to protect the Work from distortion, mutilation or modification in a manner prejudicial to his or her reputation.

*“Premises”* means the place specified in the Licence Certificate at which the Licensee carries on its activities.

*“Print Copy”* means a reproduction of a Work or part thereof in hard copy on paper or other material.

*“Sufficient Acknowledgement”* of a Work means naming both the author and the title of the Work unless this is impossible, including for the reason that the Work was made available anonymously. In the case of material accessed via the Internet it also means specifying, where the information is available, the name and Internet address of the website, blog or platform at which the material was located and the date on which it was extracted.

*“Teaching”* means delivering Education.

*“Virtual Learning Environment (VLE)”* means a web-based platform used by the Licensee to provide digital study facilities, accessible only by Authorised Persons using a secure code.

*“Work”* means an individual published literary text or a visual or graphic representation protected by copyright. The term *“Works”* shall be construed accordingly.

## **2. Grant of Licence**

Subject to these terms and conditions and upon issue of a Licence Certificate, ICLA grants the Licensee, exclusively for its Educational purposes, a Licence to Copy and Communicate Licensed Material to Authorised Persons, SUBJECT to the conditions specified in clause 3 below.

## **3. Conditions of Licence**

The activities authorised by the Licence at clause 2 above are subject to the following conditions:

(a) The Licence may only be exercised in relation to Works lawfully owned, held or accessed by the Licensee; this includes material lawfully accessed online but also the use of a work owned by the lecturer or tutor.

(b) The Copying and Communication of any Work during any one Course of Study shall not exceed an Extract or Extracts amounting to more than ten per cent (10%) of the Work, save that:

(i) in the case of a book, a whole chapter may be Copied and Communicated;

(ii) in the case of an article in a journal or periodical, the whole article may be Copied and Communicated, but not more than one article in any one issue of the publication;

(iii) in the case of a short story or poem of not more than ten pages in length, the whole of the short story or poem may be Copied and Communicated;

(iv) in the case of an Associated Still Image, the whole image may be Copied and Communicated, provided that the number of the same taken from any one publication (whether online or offline) shall not exceed 10% of the entire number in such publication.

(v) in the case of a Work not falling into any of the categories at (i) –(iv) above, or which is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that Copying and Communication are limited to Extracts that are equivalent to the limits set out above;

(c) The Licensee shall not Copy or Communicate Licensed Material for a purpose or to an extent that prejudices the interests of the copyright owner. In particular the Licensee may not make Copies of complete Works, nor systematically copy parts of Works or of the same Works on different occasions or from different editions or places, so as to exceed the limits herein specified.

(d) The Licensee shall not engage in any act amounting to re-publication of Licensed Material nor Communicate Licensed Material to persons not included in the definition of Authorised Persons. In particular, the Licensee shall not: post or permit the posting of Licensed Material on the Internet; provide Licensed Material for inclusion in open resources (such as electronic reserves, digital libraries or Institutional Repositories); or send Licensed Material by email or equivalent, directly or indirectly to anyone other than Authorised Persons.

(e) All Copies and Communications of Licensed Material must carry a Sufficient Acknowledgement and copyright notice in a form approved by ICLA. This must be such that the Copy or Communication cannot be accessed and/or read without seeing the acknowledgement.

(f) If the Licensee provides photocopying or scanning machines for use by Authorised Persons, a copyright notice in a form approved by ICLA must be placed on or adjacent to the machine so as to be clearly visible by the user of the machine.

(g) The Licensee shall employ and maintain technical security measures sufficient to ensure that Licensed Material posted to the Licensee Intranet or Virtual Learning Environment (VLE), or otherwise Communicated to Authorised Persons in electronic form, is not exposed to an unwarranted risk of copyright infringement.

(h) The Licensee may not sell, rent, or otherwise deal in Licensed Copies, save that Print Copies may be provided to Authorised Persons at a price set to recoup only the cost of production and not for profit.

(i) The Licence does not cover the Copying or Communication of Excluded Works.

(j) Licensed Copies may be supplied to Distance Learners wherever they are located and Distance Learners may make a copy of a Licensed Copy in order to view it at a more convenient time. The Licence does not otherwise cover activities outside the State.

(k) The Licence does not authorise any amendment, alteration or manipulation of Licensed Material. Alterations may however be made for pedagogic purposes, for example by blanking out parts, annotating or translating an extract from a Work, on condition that the author's Moral Rights are respected and it is made clear on the face of the Copy that the original Work has been so altered.

(l) When an Extract from Licensed Material is Copied in whole or in part onto a digital device pursuant to the terms of this Licence, the Licensee shall ensure that the extract is a verbatim copy of the Licensed Material and includes the Sufficient Acknowledgement and notice referred to in sub-clauses (e) above.

(m) The Licensee may retain both Print and Digital Copies of Works hereby licensed for so long as the same are relevant to the teaching of a Course of Study PROVIDED HOWEVER:

- (i) The Licensee shall not collect or store, or include the same in a Digital Repository or other information repository or resource
- (ii) When a Course of Study is completed and If it is not likely to be repeated in a future teaching session, Digital Copies made under this Licence must be removed from the Licensee's Intranet and, before that Course of Study is again taught, the Licensee must ensure that copies to be made available to Authorised Persons on that Course of Study comply with the conditions of this Licence, or a renewal thereof.

(n) Digital Copies may be held in so far as is necessary for technical back-up purposes.

(o) The Licensee may subcontract the making of Digital Copies to third parties provided that the Licensee takes all reasonable steps to ensure that any such third party operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence. The Licensee shall keep records of all such subcontracts and the Digital Copies made thereunder and shall supply such records to ICLA on request.

(p) For the avoidance of doubt, this Licence does not supersede any licences agreed between the Licensee and the publisher or distributor of Licensed Material.

#### **4. Excluded Works**

(a) ICLA shall publish the list of Excluded Works on its website [www.icla.ie](http://www.icla.ie). This shall be updated bi-annually and new additions shall be listed prominently. The Licensee shall check the list at the start of each academic year.

(b) In the event that a Work has been Copied and/or Communicated before being published on the ICLA website as an Excluded Work, it may remain in use by the Licensee under the terms of this Licence, for the remainder of the relevant academic year.

## **5. Duration**

The duration of this Licence shall be the term specified in the Licence Certificate.

## **6. Licence Fee**

The Licensee shall pay to ICLA the amount of the Licence Fee specified in the Licence Certificate.

## **7. Usage Data**

To enable ICLA to identify the authors and publishers whose Works have been copied and Communicated for the purpose of distribution of Licence Fees, the Licensee shall comply with the record-keeping procedures approved from time to time by ICLA, and shall make such data available to ICLA upon request.

## **8. Additional Obligations of the Licensee to ICLA**

The Licensee shall take all reasonable steps to ensure that every Authorised Person availing of this Licence complies with the terms and conditions herein contained, and in particular shall implement all Guidelines to clarify for such persons the terms of the Licence notified in writing from time to time by ICLA.

## **9. Third Party Obligations**

The Licensee shall, in exercising the rights hereby granted, ensure compliance with all applicable laws, including those relating to Moral Rights, data protection, defamation, obscenity, privacy, confidence and all computer-related regulations.

## **10. Indemnities**

(a) Subject as provided below, in any case where the Licensee receives a claim that, when acting under the permission granted by the Licence, the Licensee has infringed the copyright of any person or body, ICLA shall indemnify the Licensee in respect of all reasonable costs, expenses and damages awarded against or incurred by the Licensee, including any ex gratia payment made with the prior written consent of ICLA, PROVIDED HOWEVER:

(i) the indemnity shall only apply where the Licensee has complied with the Licence terms;

(ii) the indemnity shall only apply when the Licensee has given ICLA written notice of any claim within 21 working days of the claim being notified to the Licensee;

(iii) the Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given on its own behalf or on behalf of ICLA without the prior written consent of ICLA; and

(iv) the indemnity shall apply only to Works in the ICLA Repertoire; for the avoidance of doubt it shall not apply to Excluded Works



(b) The Licensee shall indemnify ICLA against all costs, claims demands and expenses arising in consequence of breach of this Agreement by the Licensee, its servants, agents and Authorised Persons.

## **11. Termination of Licence**

(a) The Licence shall be for the term specified on the Licence Certificate and shall terminate automatically on the expiry thereof.

(b) The Licence shall automatically terminate in the event that the Licensee shall cease to operate as an individual Educational Establishment.

(c) ICLA shall be entitled to terminate the Licence in the event of a material breach by the Licensee of the terms hereof.

(d) Termination shall be without prejudice to any antecedent rights of ICLA under the terms and conditions of the Licence.

(e) In the event of termination, the Licensee shall cease to copy Licensed Material; shall destroy all Print Copies and delete from its computer systems all Digital Copies of Licensed Material made pursuant to the Licence and shall ensure that all Authorised Persons previously entitled to make or use copies under this agreement are notified of the termination of the Licence.

## **12. Renewal of Licence**

This agreement may be renewed periodically by the issue of a new Licence Certificate to the Licensee.

## **13. Service of Notices**

All notices required to be given under the Licence shall be given in writing and shall either be delivered by hand or be sent by prepaid registered post to the relevant party at the address given in the Licence Certificate. In the case of a notice sent by post, it shall be deemed to have been served on the second day following posting.

## **14. Assignment**

The Licence is personal to the Licensee and may not be assigned to a third party without the prior written consent of ICLA.

## **15. Variation**

No variation of the terms of the Licence shall be effective or binding unless it is reflected in a written agreement between the parties.

## **16. Dispute Resolution**

A dispute concerning the ICLA licensing scheme as reflected in the Licence may be referred to the Controller of Intellectual Property for determination in accordance with the applicable section(s) of the Act. In the absence of such referral and in circumstances in which such referral is unavailable, a dispute between the parties shall

be submitted at first instance to mediation under the Mediation Act 2017. In the event of an unsuccessful mediation, the parties may agree to submit the dispute to arbitration under the Arbitration Act 2010.

### **17. Governing Law**

The Licence agreement shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.



**THE IRISH COPYRIGHT LICENSING AGENCY ('ICLA')**  
TERMS AND CONDITIONS  
of  
EDUCATIONAL LICENCE – FURTHER EDUCATION

**(September 2020)**

### **INTRODUCTION**

- A. The Copyright and Related Rights Act 2000 (as amended) (“the Act”) grants authors and publishers of works protected by copyright the right to authorise or prohibit the use of those works.
- B. ICLA represents authors and publishers of literary texts and associated still images. It maintains licensing schemes to enable educational establishments to copy and communicate copyright-protected materials for their educational purposes.
- C. The terms and conditions of the licensing scheme set out below apply to establishments providing further education, as more particularly defined in clause 1 below.
- D. This licensing scheme of ICLA is certified under Statutory Instrument No. 278 of 2020 pursuant to the terms of Section 173 of the Act.

### **TERMS AND CONDITIONS**

#### **1. Interpretation**

*“Associated Still Images”* means graphic or visual representations incorporated in a Work comprised mainly of literary text.

*“Authorised Persons”* means all staff and students of the Licensee and all individuals who although not employed by the Licensee are engaged by it to provide teaching, research or consultancy services, and in relation to the Licensee’s Intranet or Virtual Learning Environment (VLE), persons, including Distance Learners authorised by the Licensee to use the same using a secure code, but excluding participants in

MOOCs or equivalent courses. The term also includes another Educational Establishment holding a current educational licence from ICLA.

*“Copy”* (used as a verb) means to reproduce, irrespective of the means employed. *“Copy”* (used as a noun) and *“Copies”* shall have a corresponding meaning.

*“Communicate”* (used as a verb) means to make available to another, irrespective of the means employed. *“Communication”* (used as a noun) and *“Communications”* shall have a corresponding meaning.

*“Course of Study”* means any whole course of study or any module or segment of a student’s studies which is regarded by the Licensee as a discrete and self-contained unit for the purposes of examination or assessment.

*“Digital Copy”* means an electronic copy of the whole, or part, of a Work.

*“Distance Learner”* means a student on a Course of Study designed to be studied away from the Premises.

*“Education”* means instruction, lectures, study, research, teaching or training carried out either in an Educational Establishment or given by persons acting under the authority of an Educational Establishment and includes all activities necessary or expedient or ancillary to such activities, including the display of Licensed Material, and ‘educational purposes’ shall be construed accordingly.

*“Educational Establishment”* means any establishment providing further education, being a “relevant provider” within the meaning of Section 2 of the Qualifications and Quality Assurance (Education and Training) Act 2012 offering FET NFQ levels 5 and 6; and any other establishment designated as a “relevant provider” offering such qualifications by a Minister of the Government as per the Act.

*“Excluded Works”* means Works appearing on the List of Excluded Works published on the ICLA website [www.icla.ie](http://www.icla.ie) and updated from time to time.

*“Extract”* means a part of a Work which does not exceed the proportion of the entire Work specified in clause 3(b) herein.

*“Illustration for Education”* means Copying and/or Communicating Extracts of Licensed Material for the specific purpose of supporting, enriching or complementing the delivery of Education.

*“Digital Repository”* means a database or other information library or archive established by an Educational Establishment to assemble and provide access to digital resources in a systematic and searchable manner.

*“Licence Certificate”* means the certificate issued to the Licensee by ICLA, confirming the grant of a Licence, and specifying the duration of the Licence and the amount of the Licence Fee.

*“Licence Fee”* means the fee specified in the Licence Certificate.

*“Licensed Copy”* means a copy of Licensed Material made pursuant to the terms of this Licence.

*“Licensed Material”* means Works in one of the following categories:

- (iii) books, journals, magazines, newspapers and other serial publications available in print or digital form, including via the Internet, and Associated Still Images therein; and
- (iv) text and Associated Still Images of value for the educational purposes of the Licensee, found on websites, blogs and other platforms accessible via the Internet PROVIDED the Copying and Communication of the material is not prohibited by the terms and conditions of use of the website, blog or platform and the use by the Licensee does not involve breaching a technological protection measure (such as a paywall) or other copyright infringement.

*“Licensee”* means the Educational Establishment specified on the Licence Certificate in respect of which the Licence Fee has been paid.

*“Licensee’s Intranet”* means the internal computer network operated by the Licensee and accessible only by Authorised Persons using a secure code.

*“MOOC”* or *“Massive Open Online Course”* means a Course of Study made available to a very large number of students or with open access, via the Internet.

*“Moral Rights”* means the right of the creator of a Work to be identified as the author thereof and to protect the Work from distortion, mutilation or modification in a manner prejudicial to his or her reputation.

*“Premises”* means the place specified in the Licence Certificate at which the Licensee carries on its activities.

*“Print Copy”* means a reproduction of a Work or part thereof in hard copy on paper or other material.

*“Sufficient Acknowledgement”* of a Work means naming both the author and the title of the Work unless this is impossible, including for the reason that the Work was made available anonymously. In the case of material accessed via the Internet it also means specifying, where the information is available, the name and Internet address of the website, blog or platform at which the material was located and the date on which it was extracted.

*“Teaching”* means delivering Education.

*“Virtual Learning Environment (VLE)”* means a web-based platform used by the Licensee to provide digital study facilities, accessible only by Authorised Persons using a secure code.

*“Work”* means an individual published literary text or a visual or graphic representation protected by copyright. The term *“Works”* shall be construed accordingly.

## **2. Grant of Licence**

Subject to these terms and conditions and upon issue of a Licence Certificate, ICLA grants the Licensee, exclusively for its Educational purposes, a Licence to Copy and Communicate Licensed Material to Authorised Persons, SUBJECT to the conditions specified in clause 3 below.

### **3. Conditions of Licence**

The activities authorised by the Licence at clause 2 above are subject to the following conditions:

(a) The Licence may only be exercised in relation to Works lawfully owned, held or accessed by the Licensee; this includes material lawfully accessed online but also the use of a work owned by the lecturer or tutor.

(b) The Copying and Communication of any Work during any one Course of Study shall not exceed an Extract or Extracts amounting to more than five per cent (5%) of the Work, save that:

(i) in the case of a book, a whole chapter may be Copied and Communicated;

(ii) in the case of an article in a journal or periodical, the whole article may be Copied and Communicated, but not more than one article in any one issue of the publication;

(iii) in the case of a short story or poem of not more than ten pages in length, the whole of the short story or poem may be Copied and Communicated;

(iv) in the case of an Associated Still Image, the whole image may be Copied and Communicated, provided that the number of the same taken from any one publication (whether online or offline) shall not exceed 5% of the entire number in such publication.

(v) in the case of a Work not falling into any of the categories at (i) –(iv) above, or which is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that Copying and Communication are limited to Extracts that are equivalent to the limits set out above;

(c) The Licensee shall not Copy or Communicate Licensed Material for a purpose or to an extent that prejudices the interests of the copyright owner. In particular the Licensee may not make Copies of complete Works, nor systematically copy parts of Works or of the same Works on different occasions or from different editions or places, so as to exceed the limits herein specified.

(d) The Licensee shall not engage in any act amounting to re-publication of Licensed Material nor Communicate Licensed Material to persons not included in the definition of Authorised Persons. In particular, the Licensee shall not: post or permit the posting of Licensed Material on the Internet; provide Licensed Material for inclusion in open resources (such as electronic reserves, digital libraries or Institutional Repositories); or send Licensed Material by email or equivalent, directly or indirectly to anyone other than Authorised Persons.

(e) All Copies and Communications of Licensed Material must carry a Sufficient Acknowledgement and copyright notice in a form approved by ICLA. This must be such that the Copy or Communication cannot be accessed and/or read without seeing the acknowledgement.

(f) If the Licensee provides photocopying or scanning machines for use by Authorised Persons, a copyright notice in a form approved by ICLA must be placed on or adjacent to the machine so as to be clearly visible by the user of the machine.

(g) The Licensee shall employ and maintain technical security measures sufficient to ensure that Licensed Material posted to the Licensee Intranet or Virtual Learning Environment (VLE), or otherwise Communicated to Authorised Persons in electronic form, is not exposed to an unwarranted risk of copyright infringement.

(h) The Licensee may not sell, rent, or otherwise deal in Licensed Copies, save that Print Copies may be provided to Authorised Persons at a price set to recoup only the cost of production and not for profit.

(i) The Licence does not cover the Copying or Communication of Excluded Works.

(j) Licensed Copies may be supplied to Distance Learners wherever they are located and Distance Learners may make a copy of a Licensed Copy in order to view it at a more convenient time. The Licence does not otherwise cover activities outside the State.

(k) The Licence does not authorise any amendment, alteration or manipulation of Licensed Material. Alterations may however be made for pedagogic purposes, for example by blanking out parts, annotating or translating an extract from a Work, on condition that the author's Moral Rights are respected and it is made clear on the face of the Copy that the original Work has been so altered.

(l) When an Extract from Licensed Material is Copied in whole or in part onto a digital device pursuant to the terms of this Licence, the Licensee shall ensure that the extract is a verbatim copy of the Licensed Material and includes the Sufficient Acknowledgement and notice referred to in sub-clauses (e) above.

(m) The Licensee may retain both Print and Digital Copies of Works hereby licensed for so long as the same are relevant to the teaching of a Course of Study PROVIDED HOWEVER:

- (i) The Licensee shall not collect or store, or include the same in a Digital Repository or other information repository or resource
- (ii) When a Course of Study is completed and If it is not likely to be repeated in a future teaching session, Digital Copies made under this Licence must be removed from the Licensee's Intranet and, before that Course of Study is again taught, the Licensee must ensure that copies to be made available to Authorised Persons on that Course of Study comply with the conditions of this Licence, or a renewal thereof.

(n) Digital Copies may be held in so far as is necessary for technical back-up purposes.

(o) The Licensee may subcontract the making of Digital Copies to third parties provided that the Licensee takes all reasonable steps to ensure that any such third party operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence. The Licensee shall keep records of all such subcontracts and the Digital Copies made thereunder and shall supply such records to ICLA on request.

(p) For the avoidance of doubt, this Licence does not supersede any licences agreed between the Licensee and the publisher or distributor of Licensed Material.

#### **4. Excluded Works**

(a) ICLA shall publish the list of Excluded Works on its website [www.icla.ie](http://www.icla.ie). This shall be updated bi-annually and new additions shall be listed prominently. The Licensee shall check the list at the start of each academic year.

(b) In the event that a Work has been Copied and/or Communicated before being published on the ICLA website as an Excluded Work, it may remain in use by the Licensee under the terms of this Licence, for the remainder of the relevant academic year.

## **5. Duration**

The duration of this Licence shall be the term specified in the Licence Certificate.

## **6. Licence Fee**

The Licensee shall pay to ICLA the amount of the Licence Fee specified in the Licence Certificate.

## **7. Usage Data**

To enable ICLA to identify the authors and publishers whose Works have been copied and Communicated for the purpose of distribution of Licence Fees, the Licensee shall comply with the record-keeping procedures approved from time to time by ICLA, and shall make such data available to ICLA upon request.

## **8. Additional Obligations of the Licensee to ICLA**

The Licensee shall take all reasonable steps to ensure that every Authorised Person availing of this Licence complies with the terms and conditions herein contained, and in particular shall implement all Guidelines to clarify for such persons the terms of the Licence notified in writing from time to time by ICLA.

## **9. Third Party Obligations**

The Licensee shall, in exercising the rights hereby granted, ensure compliance with all applicable laws, including those relating to Moral Rights, data protection, defamation, obscenity, privacy, confidence and all computer-related regulations.

## **10. Indemnities**

(a) Subject as provided below, in any case where the Licensee receives a claim that, when acting under the permission granted by the Licence, the Licensee has infringed the copyright of any person or body, ICLA shall indemnify the Licensee in respect of all reasonable costs, expenses and damages awarded against or incurred by the Licensee, including any ex gratia payment made with the prior written consent of ICLA, PROVIDED HOWEVER:

(i) the indemnity shall only apply where the Licensee has complied with the Licence terms;

(ii) the indemnity shall only apply when the Licensee has given ICLA written notice of any claim within 21 working days of the claim being notified to the Licensee;

(iii) the Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given on its own behalf or on behalf of ICLA without the prior written consent of ICLA; and

(iv) the indemnity shall apply only to Works in the ICLA Repertoire; for the avoidance of doubt it shall not apply to Excluded Works

(b) The Licensee shall indemnify ICLA against all costs, claims demands and expenses arising in consequence of breach of this Agreement by the Licensee, its servants, agents and Authorised Persons.

## **11. Termination of Licence**

(a) The Licence shall be for the term specified on the Licence Certificate and shall terminate automatically on the expiry thereof.

(b) The Licence shall automatically terminate in the event that the Licensee shall cease to operate as an individual Educational Establishment.

(c) ICLA shall be entitled to terminate the Licence in the event of a material breach by the Licensee of the terms hereof.

(d) Termination shall be without prejudice to any antecedent rights of ICLA under the terms and conditions of the Licence.

(e) In the event of termination, the Licensee shall cease to copy Licensed Material; shall destroy all Print Copies and delete from its computer systems all Digital Copies of Licensed Material made pursuant to the Licence and shall ensure that all Authorised Persons previously entitled to make or use copies under this agreement are notified of the termination of the Licence.

## **12. Renewal of Licence**

This agreement may be renewed periodically by the issue of a new Licence Certificate to the Licensee.

## **13. Service of Notices**

All notices required to be given under the Licence shall be given in writing and shall either be delivered by hand or be sent by prepaid registered post to the relevant party at the address given in the Licence Certificate. In the case of a notice sent by post, it shall be deemed to have been served on the second day following posting.

## **14. Assignment**

The Licence is personal to the Licensee and may not be assigned to a third party without the prior written consent of ICLA.

## **15. Variation**

No variation of the terms of the Licence shall be effective or binding unless it is reflected in a written agreement between the parties.



## **16. Dispute Resolution**

A dispute concerning the ICLA licensing scheme as reflected in the Licence may be referred to the Controller of Intellectual Property for determination in accordance with the applicable section(s) of the Act. In the absence of such referral and in circumstances in which such referral is unavailable, a dispute between the parties shall be submitted at first instance to mediation under the Mediation Act 2017. In the event of an unsuccessful mediation, the parties may agree to submit the dispute to arbitration under the Arbitration Act 2010.

## **17. Governing Law**

The Licence agreement shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.



**THE IRISH COPYRIGHT LICENSING AGENCY ('ICLA')**  
TERMS AND CONDITIONS  
of  
POST-PRIMARY EDUCATIONAL LICENCE

**(September 2020)**

**INTRODUCTION**

A. The Copyright and Related Rights Act 2000 (as amended) ("the Act") grants authors and publishers of works protected by copyright the right to authorise or prohibit the use of those works.

B. ICLA represents authors and publishers of literary texts and associated still images. It maintains licensing schemes to enable educational establishments to copy and communicate copyright-protected materials for their educational purposes.

C. The terms and conditions of the licensing scheme set out below apply to post-primary schools as more particularly defined in clause 1 below.

D. This licensing scheme of ICLA is certified under Statutory Instrument No. 276 of 2020, pursuant to the terms of Section 173 of the Act.

**TERMS AND CONDITIONS**

**1. Interpretation**

*"Associated Still Images"* means graphic or visual representations incorporated in a Work comprised mainly of literary text.

*"Authorised Persons"* means all staff and students of the Licensee and all individuals who although not employed by the Licensee are engaged by it to provide teaching, research or consultancy services, and in relation to the Licensee's Intranet or Virtual Learning Environment (VLE), persons, including Distance Learners authorised by the Licensee to use the same using a secure code. The term also includes another Educational Establishment holding a current educational licence from ICLA.

*"Copy"* (used as a verb) means to reproduce, irrespective of the means employed. *"Copy"* (used as a noun) and *"Copies"* shall have a corresponding meaning.

*"Communicate"* (used as a verb) means to make available to another, irrespective of the means employed. *"Communication"* (used as a noun) and *"Communications"* shall have a corresponding meaning.

*“Course of Study”* means any whole course of study or any module or segment of a student’s studies which is regarded by the Licensee as a discrete and self-contained unit for the purposes of examination or assessment.

*“Digital Copy”* means the whole, or part, of an unaltered electronic copy of a Work.

*“Distance Learner”* means a student on a Course of Study designed to be studied away from the Premises.

*“Education”* means instruction, lectures, study, research, teaching or training carried out either in an Educational Establishment or given by persons acting under the authority of an Educational Establishment and includes all activities necessary or expedient or ancillary to such activities, including the display of Licensed Material, and ‘educational purposes’ shall be construed accordingly.

*“Educational Establishment”* means any post-primary school and includes centres for education as defined in the Education Act 1998; and any other establishment so designated by a Minister of the Government as per the Act.

*“Excluded Works”* means Works appearing on the List of Excluded Works published on the ICLA website [www.icla.ie](http://www.icla.ie) and updated from time to time.

*“Extract”* means a part of a Work which does not exceed the proportion of the entire Work specified in clause 3(b) herein.

*“Illustration for Education”* means Copying and/or Communicating Extracts of Licensed Material for the specific purpose of supporting, enriching or complementing the delivery of Education.

*“Licence Certificate”* means the certificate issued to the Licensee by ICLA, confirming the grant of a Licence, and specifying the duration of the Licence and the amount of the Licence Fee.

*“Licence Fee”* means the fee specified in the Licence Certificate.

*“Licensed Copy”* means a copy of Licensed Material made pursuant to the terms of this Licence.

*“Licensed Material”* means Works in one of the following categories:

(a) books, journals, magazines, newspapers and other serial publications available in print or digital form, including via the Internet, and Associated Still Images therein; and

(b) text and Associated Still Images of value for the educational purposes of the Licensee, found on websites, blogs and other platforms accessible via the Internet PROVIDED the Copying and Communication of the material is not prohibited by the terms and conditions of use of the website, blog or platform and the use by the Licensee does not involve breaching a technological protection measure (such as a paywall) or other copyright infringement.

*“Licensee”* means the Educational Establishment specified on the Licence Certificate in respect of which the Licence Fee has been paid.

*“Licensee’s Intranet”* means the internal computer network operated by the Licensee and accessible only by Authorised Persons using a secure code.

*“Moral Rights”* means the right of the creator of a Work to be identified as the author thereof and to protect the Work from distortion, mutilation or modification in a manner prejudicial to his or her reputation.

*“Premises”* means the place specified in the Licence Certificate at which the Licensee carries on its activities.

*“Print Copy”* means a reproduction of a Work or part thereof in hard copy on paper or other material.

*“Sufficient Acknowledgement”* of a Work means naming both the author and the title of the Work unless this is impossible, including for the reason that the Work was made available anonymously. In the case of material accessed via the Internet it also means specifying, where the information is available, the name and Internet address of the website, blog or platform at which the material was located and the date on which it was extracted.

*“Teaching”* means delivering Education.

*“Virtual Learning Environment (VLE)”* means a web-based platform used by the Licensee to provide digital study facilities, accessible only by Authorised Persons using a secure code.

*“Work”* means an individual published literary text or a visual or graphic representation protected by copyright. The term *“Works”* shall be construed accordingly.

## **2. Grant of Licence**

Subject to these terms and conditions and upon issue of a Licence Certificate, ICLA grants the Licensee, exclusively for its Educational purposes, a Licence to Copy and Communicate Licensed Material to Authorised Persons, SUBJECT to the conditions specified in clause 3 below.

## **3. Conditions of Licence**

The activities authorised by the Licence at clause 2 above are subject to the following conditions:

- (a) The Licence may only be exercised in relation to Works lawfully owned, held or accessed by the Licensee.
- (b) The Copying and Communication of any Work during any one Course of Study shall not exceed an Extract or Extracts amounting to more than five per cent (5%) of the Work, save that:
  - (i) in the case of a book, a whole chapter may be Copied and Communicated;
  - (ii) in the case of an article in a journal or periodical, the whole article may be Copied and Communicated, but not more than one article in any one issue of the publication;
  - (iii) in the case of a short story or poem of not more than ten pages in length, the whole of the short story or poem may be Copied and Communicated;
  - (iv) in the case of an Associated Still Image, the whole image may be Copied and Communicated, provided that the number of the same taken from any one publication (whether online or offline) shall not exceed 5% of the entire number in such publication.
  - (v) in the case of a Work not falling into any of the categories at (1) –(iv) above, or which is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that Copying and Communication are limited to Extracts that are equivalent to the limits set out above;

(c) The Licensee shall not Copy or Communicate Licensed Material for a purpose or to an extent that prejudices the interests of the copyright owner. In particular the Licensee may not make Copies of complete Works, nor systematically copy parts of Works or of the same Works on different occasions or from different editions or places, so as to exceed the limits herein specified.

(d) The Licensee shall not engage in any act amounting to re-publication of Licensed Material nor Communicate Licensed Material to persons not included in the definition of Authorised Persons. In particular, the Licensee shall not: post or permit the posting of Licensed Material on the Internet; provide Licensed Material for inclusion in open resources (such as electronic reserves, digital libraries or institutional repositories); or send Licensed Material by email or equivalent, directly or indirectly to anyone other than Authorised Persons.

(e) All Copies and Communications of Licensed Material must carry a Sufficient Acknowledgement and copyright notice in a form approved by ICLA. This must be such that the Copy or Communication cannot be accessed and/or read without seeing the acknowledgement.

(f) If the Licensee provides photocopying or scanning machines for use by Authorised Persons, a copyright notice in a form provided by ICLA must be placed on or adjacent to the machine so as to be clearly visible by the user of the machine.

(g) The Licensee shall employ and maintain technical security measures sufficient to ensure that Licensed Material posted to the Licensee Intranet or Virtual Learning Environment (VLE), or otherwise Communicated to Authorised Persons in electronic form, is not exposed to an unwarranted risk of copyright infringement.

(h) The Licensee may not sell, rent, or otherwise deal in Licensed Copies, save that Print Copies may be provided to Authorised Persons at a price set to recoup only the cost of production and not for profit.

(i) The Licence does not cover the Copying or Communication of Excluded Works.

(j) Licensed Copies may be supplied to Distance Learners wherever they are located and Distance Learners may make a copy of a Licensed Copy in order to view it at a more convenient time. The Licence does not otherwise cover activities outside the State.

(k) The Licence does not authorise any amendment, alteration or manipulation of Licensed Material. Alterations may however be made for pedagogic purposes, for example by blanking out parts, annotating or translating an extract from a Work, on condition that the author's Moral Rights are respected and it is made clear on the face of the Copy that the original Work has been so altered.

(l) When an Extract from Licensed Material is Copied in whole or in part onto a digital device pursuant to the terms of this Licence, the Licensee shall ensure that the extract is a verbatim copy of the Licensed Material and includes the Sufficient Acknowledgement and notice referred to in sub-clauses (e) above.

(m) The Licensee shall not collect or store Digital Copies in any form with the intention of creating an electronic database or library or other information repository or resource, save that Digital Copies may be held in so far as is necessary for technical back-up purposes.

(n) If a Course of Study is not likely to be repeated in a future teaching session, Digital Copies made under this Licence must be removed from the Licensee's Intranet and, before that Course of Study is again taught, the

Licensee must ensure that copies to be made available to Authorised Persons on that Course of Study comply with the conditions of this Licence, or a renewal thereof.

(o) In the case of Print Copies the number of copies of any item made at any one time by Authorised Persons for distribution to students shall not exceed the number of students in a class, plus two copies for each teacher or tutor.

#### **4. Excluded Works**

(a) ICLA shall publish the list of Excluded Works on its website [www.icla.ie](http://www.icla.ie). This shall be updated bi-annually and new additions shall be listed prominently. The Licensee shall check the list at the start of each academic year.

(b) In the event that a Work has been Copied and/or Communicated before being published on the ICLA website as an Excluded Work, it may remain in use by the Licensee under the terms of this Licence, for the remainder of the relevant academic year.

#### **5. Duration**

The duration of this Licence shall be the term specified in the Licence Certificate.

#### **6. Licence Fee**

The Licensee shall pay to ICLA the amount of the Licence Fee specified in the Licence Certificate.

#### **7. Usage Data**

To enable ICLA to identify the authors and publishers whose Works have been copied and Communicated for the purpose of distribution of Licence Fees, the Licensee shall comply with the record-keeping procedures approved from time to time by ICLA, and shall make such data available to ICLA upon request.

#### **8. Additional Obligations of the Licensee to ICLA**

The Licensee shall take all reasonable steps to ensure that every Authorised Person availing of this Licence complies with the terms and conditions herein contained, and in particular shall implement all Guidelines to clarify for such persons the terms of the Licence notified in writing from time to time by ICLA.

#### **9. Third Party Obligations**

The Licensee shall, in exercising the rights hereby granted, ensure compliance with all applicable laws, including those relating to Moral Rights, data protection, defamation, obscenity, privacy, confidence and all computer-related regulations.

#### **10. Indemnities**

(a) Subject as provided below, in any case where the Licensee receives a claim that, when acting under the permission granted by the Licence, the Licensee has infringed the copyright of any person or body, ICLA shall indemnify the Licensee in respect of all reasonable costs, expenses and damages awarded against or incurred by the Licensee, including any ex gratia payment made with the prior written consent of ICLA, PROVIDED HOWEVER:

- (i) the indemnity shall only apply where the Licensee has complied with the Licence terms;
- (ii) the indemnity shall only apply when the Licensee has given ICLA written notice of any claim within 21 working days of the claim being notified to the Licensee;
- (iii) the Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given on its own behalf or on behalf of ICLA without the prior written consent of ICLA; and
- (iv) the indemnity shall apply only to Works in the ICLA Repertoire; for the avoidance of doubt it shall not apply to Excluded Works

(b) The Licensee shall indemnify ICLA against all costs, claims demands and expenses arising in consequence of breach of this Agreement by the Licensee, its servants, agents and Authorised Persons.

## **11. Termination of Licence**

(a) The Licence shall be for the term specified on the Licence Certificate and shall terminate automatically on the expiry thereof.

(b) The Licence shall automatically terminate in the event that the Licensee shall cease to operate as an individual educational establishment.

(c) ICLA shall be entitled to terminate the Licence in the event of a material breach by the Licensee of the terms hereof.

(d) Termination shall be without prejudice to any antecedent rights of ICLA under the terms and conditions of the Licence.

(e) In the event of termination, the Licensee shall cease to copy Licensed Material; shall destroy all Print Copies and delete from its computer systems all Digital Copies of Licensed Material made pursuant to the Licence and shall ensure that all Authorised Persons previously entitled to make or use copies under this agreement are notified of the termination of the Licence.

## **12. Renewal of Licence**

This agreement may be renewed periodically by the issue of a new Licence Certificate to the Licensee.

## **13. Service of Notices**

All notices required to be given under the Licence shall be given in writing and shall either be delivered by hand or be sent by prepaid registered post to the relevant party at the address given in the Licence Certificate. In the case of a notice sent by post, it shall be deemed to have been served on the second day following posting.

## **14. Assignment**

The Licence is personal to the Licensee and may not be assigned to a third party without the prior written consent of ICLA.

#### **15. Variation**

No variation of the terms of the Licence shall be effective or binding unless it is reflected in a written agreement between the parties.

#### **16. Dispute Resolution**

A dispute concerning the ICLA licensing scheme as reflected in the Licence may be referred to the Controller of Intellectual Property for determination in accordance with the applicable section(s) of the Act. In the absence of such referral and in circumstances in which such referral is unavailable, a dispute between the parties shall be submitted at first instance to mediation under the Mediation Act 2017. In the event of an unsuccessful mediation, the parties may agree to submit the dispute to arbitration under the Arbitration Act 2010.

#### **17. Governing Law**

The Licence agreement shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.





**THE IRISH COPYRIGHT LICENSING AGENCY ('ICLA')**  
TERMS AND CONDITIONS  
of  
PRIMARY EDUCATIONAL LICENCE

**(September 2020)**

**INTRODUCTION**

A. The Copyright and Related Rights Act 2000 (as amended) ("the Act") grants authors and publishers of works protected by copyright the right to authorise or prohibit the use of those works.

B. ICLA represents authors and publishers of literary texts and associated still images. It maintains licensing schemes to enable educational establishments to copy and communicate copyright-protected materials for their educational purposes.

C. The terms and conditions of the licensing scheme set out below apply to primary schools as more particularly defined in clause 1 below.

D. This licensing scheme of ICLA is certified under Statutory Instrument No. 275 of 2020, pursuant to the terms of Section 173 of the Act.

**TERMS AND CONDITIONS**

**1. Interpretation**

*"Associated Still Images"* means graphic or visual representations incorporated in a Work comprised mainly of literary text.

*"Authorised Persons"* means all staff and students of the Licensee and all individuals who although not employed by the Licensee are engaged by it to provide teaching, research or consultancy services, and in relation to the Licensee's Intranet or Virtual Learning Environment (VLE), persons, including Distance Learners authorised by the Licensee to use the same using a secure code. The term also includes another Educational Establishment holding a current educational licence from ICLA.

*"Copy"* (used as a verb) means to reproduce, irrespective of the means employed. *"Copy"* (used as a noun) and *"Copies"* shall have a corresponding meaning.

*"Communicate"* (used as a verb) means to make available to another, irrespective of the means employed. *"Communication"* (used as a noun) and *"Communications"* shall have a corresponding meaning.

*“Course of Study”* means any whole course of study or any module or segment of a student’s studies which is regarded by the Licensee as a discrete and self-contained unit for the purposes of examination or assessment.

*“Digital Copy”* means the whole, or part, of an unaltered electronic copy of a Work.

*“Distance Learner”* means a student on a Course of Study designed to be studied away from the Premises.

*“Education”* means instruction, lectures, study, research, teaching or training carried out either in an Educational Establishment or given by persons acting under the authority of an Educational Establishment and includes all activities necessary or expedient or ancillary to such activities, including the display of Licensed Material, and ‘educational purposes’ shall be construed accordingly.

*“Educational Establishment”* means any primary school and includes centres for education as defined in the Education Act 1998; and any other establishment so designated by a Minister of the Government as per the Act.

*“Excluded Works”* means Works appearing on the List of Excluded Works published on the ICLA website [www.icla.ie](http://www.icla.ie) and updated from time to time.

*“Extract”* means a part of a Work which does not exceed the proportion of the entire Work specified in clause 3(b) herein.

*“Illustration for Education”* means Copying and/or Communicating Extracts of Licensed Material for the specific purpose of supporting, enriching or complementing the delivery of Education.

*“Licence Certificate”* means the certificate issued to the Licensee by ICLA, confirming the grant of a Licence, and specifying the duration of the Licence and the amount of the Licence Fee.

*“Licence Fee”* means the fee specified in the Licence Certificate.

*“Licensed Copy”* means a copy of Licensed Material made pursuant to the terms of this Licence.

*“Licensed Material”* means Works in one of the following categories:

- (a) books, journals, magazines, newspapers and other serial publications available in print or digital form, including via the Internet, and Associated Still Images therein; and
- (b) text and Associated Still Images of value for the educational purposes of the Licensee, found on websites, blogs and other platforms accessible via the Internet PROVIDED the Copying and Communication of the material is not prohibited by the terms and conditions of use of the website, blog or platform and the use by the Licensee does not involve breaching a technological protection measure (such as a paywall) or other copyright infringement.

*“Licensee”* means the Educational Establishment specified on the Licence Certificate in respect of which the Licence Fee has been paid.

*“Licensee’s Intranet”* means the internal computer network operated by the Licensee and accessible only by Authorised Persons using a secure code.

*“Moral Rights”* means the right of the creator of a Work to be identified as the author thereof and to protect the Work from distortion, mutilation or modification in a manner prejudicial to his or her reputation.

*“Premises”* means the place specified in the Licence Certificate at which the Licensee carries on its activities.

*“Print Copy”* means a reproduction of a Work or part thereof in hard copy on paper or other material.

*“Sufficient Acknowledgement”* of a Work means naming both the author and the title of the Work unless this is impossible, including for the reason that the Work was made available anonymously. In the case of material accessed via the Internet it also means specifying, where the information is available, the name and Internet address of the website, blog or platform at which the material was located and the date on which it was extracted.

*“Teaching”* means delivering Education.

*“Virtual Learning Environment (VLE)”* means a web-based platform used by the Licensee to provide digital study facilities, accessible only by Authorised Persons using a secure code.

*“Work”* means an individual published literary text, or a visual or graphic representation protected by copyright. The term *“Works”* shall be construed accordingly.

## **2. Grant of Licence**

Subject to these terms and conditions and upon issue of a Licence Certificate, ICLA grants the Licensee, exclusively for its Educational purposes, a Licence to Copy and Communicate Licensed Material to Authorised Persons, SUBJECT to the conditions specified in clause 3 below.

## **3. Conditions of Licence**

The activities authorised by the Licence at clause 2 above are subject to the following conditions:

- (a) The Licence may only be exercised in relation to Works lawfully owned, held or accessed by the Licensee.
- (b) The Copying and Communication of any Work during any one Course of Study shall not exceed an Extract or Extracts amounting to more than five per cent (5%) of the Work, save that:
  - (i) in the case of a book, a whole chapter may be Copied and Communicated;
  - (ii) in the case of an article in a journal or periodical, the whole article may be Copied and Communicated, but not more than one article in any one issue of the publication;
  - (iii) in the case of a short story or poem of not more than ten pages in length, the whole of the short story or poem may be Copied and Communicated;
  - (iv) in the case of an Associated Still Image, the whole image may be Copied and Communicated, provided that the number of the same taken from any one publication (whether online or offline) shall not exceed 5% of the entire number in such publication.
  - (v) in the case of a Work not falling into any of the categories at (1) –(iv) above, or which is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that Copying and Communication are limited to Extracts that are equivalent to the limits set out above;

(c) The Licensee shall not Copy or Communicate Licensed Material for a purpose or to an extent that prejudices the interests of the copyright owner. In particular the Licensee may not make Copies of complete Works, nor systematically copy parts of Works or of the same Works on different occasions or from different editions or places, so as to exceed the limits herein specified.

(d) The Licensee shall not engage in any act amounting to re-publication of Licensed Material nor Communicate Licensed Material to persons not included in the definition of Authorised Persons. In particular, the Licensee shall not: post or permit the posting of Licensed Material on the Internet; provide Licensed Material for inclusion in open resources (such as electronic reserves, digital libraries or institutional repositories) or send Licensed Material by email or equivalent, directly or indirectly to anyone other than Authorised Persons.

(e) All Copies and Communications of Licensed Material must carry a Sufficient Acknowledgement and copyright notice in a form approved by ICLA. This must be such that the Copy or Communication cannot be accessed and/or read without seeing the acknowledgement.

(f) If the Licensee provides photocopying or scanning machines for use by Authorised Persons, a copyright notice in a form provided by ICLA must be placed on or adjacent to the machine so as to be clearly visible by the user of the machine.

(g) The Licensee shall employ and maintain technical security measures sufficient to ensure that Licensed Material posted to the Licensee Intranet or Virtual Learning Environment (VLE), or otherwise Communicated to Authorised Persons in electronic form, is not exposed to an unwarranted risk of copyright infringement.

(h) The Licensee may not sell, rent, or otherwise deal in Licensed Copies, save that Print Copies may be provided to Authorised Persons at a price set to recoup only the cost of production and not for profit.

(i) The Licence does not cover the Copying or Communication of Excluded Works.

(j) Licensed Copies may be supplied to Distance Learners wherever they are located and Distance Learners may make a copy of a Licensed Copy in order to view it at a more convenient time. The Licence does not otherwise cover activities outside the State.

(k) The Licence does not authorise any amendment, alteration or manipulation of Licensed Material. Alterations may however be made for pedagogic purposes, for example by blanking out parts, annotating or translating an extract from a Work, on condition that the author's Moral Rights are respected and it is made clear on the face of the Copy that the original Work has been so altered.

(l) When an Extract from Licensed Material is Copied in whole or in part onto a digital device pursuant to the terms of this Licence, the Licensee shall ensure that the extract is a verbatim copy of the Licensed Material and includes the Sufficient Acknowledgement and notice referred to in sub-clauses (e) above.

(m) The Licensee shall not collect or store Digital Copies in any form with the intention of creating an electronic database or library or other information repository or resource, save that Digital Copies may be held in so far as is necessary for technical back-up purposes.

(n) If a Course of Study is not likely to be repeated in a future teaching session, Digital Copies made under this Licence must be removed from the Licensee's Intranet and, before that Course of Study is again taught, the

Licensee must ensure that copies to be made available to Authorised Persons on that Course of Study comply with the conditions of this Licence, or a renewal thereof.

(o) In the case of Print Copies the number of copies of any item made at any one time by Authorised Persons for distribution to students shall not exceed the number of students in a class, plus two copies for each teacher or tutor.

#### **4. Excluded Works**

(a) ICLA shall publish the list of Excluded Works on its website [www.icla.ie](http://www.icla.ie). This shall be updated bi-annually and new additions shall be listed prominently. The Licensee shall check the list at the start of each academic year.

(b) In the event that a Work has been Copied and/or Communicated before being published on the ICLA website as an Excluded Work, it may remain in use by the Licensee under the terms of this Licence, for the remainder of the relevant academic year.

#### **5. Duration**

The duration of this Licence shall be the term specified in the Licence Certificate, which is a fixed two year term.

#### **6. Licence Fee**

The Licensee shall pay to ICLA the amount of the Licence Fee specified in the Licence Certificate.

#### **7. Usage Data**

To enable ICLA to identify the authors and publishers whose Works have been copied and Communicated for the purpose of distribution of Licence Fees, the Licensee shall comply with the record-keeping procedures approved from time to time by ICLA, and shall make such data available to ICLA upon request.

#### **8. Additional Obligations of the Licensee to ICLA**

The Licensee shall take all reasonable steps to ensure that every Authorised Person availing of this Licence complies with the terms and conditions herein contained, and in particular shall implement all Guidelines to clarify for such persons the terms of the Licence notified in writing from time to time by ICLA.

#### **9. Third Party Obligations**

The Licensee shall, in exercising the rights hereby granted, ensure compliance with all applicable laws, including those relating to Moral Rights, data protection, defamation, obscenity, privacy, confidence and all computer-related regulations.

#### **10. Indemnities**

(a) Subject as provided below, in any case where the Licensee receives a claim that, when acting under the permission granted by the Licence, the Licensee has infringed the copyright of any person or body, ICLA shall indemnify the Licensee in respect of all reasonable costs, expenses and damages awarded against or incurred by the Licensee, including any ex gratia payment made with the prior written consent of ICLA, PROVIDED HOWEVER:

(i) the indemnity shall only apply where the Licensee has complied with the Licence terms;

(ii) the indemnity shall only apply when the Licensee has given ICLA written notice of any claim within 21 working days of the claim being notified to the Licensee;

(iii) the Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given on its own behalf or on behalf of ICLA without the prior written consent of ICLA; and

(iv) the indemnity shall apply only to Works in the ICLA Repertoire; for the avoidance of doubt it shall not apply to Excluded Works

(b) The Licensee shall indemnify ICLA against all costs, claims demands and expenses arising in consequence of breach of this Agreement by the Licensee, its servants, agents and Authorised Persons.

## **11. Termination of Licence**

(a) The Licence shall be for the term specified on the Licence Certificate and shall terminate automatically on the expiry thereof.

(b) The Licence shall automatically terminate in the event that the Licensee shall cease to operate as an individual educational establishment.

(c) ICLA shall be entitled to terminate the Licence in the event of a material breach by the Licensee of the terms hereof.

(d) Termination shall be without prejudice to any antecedent rights of ICLA under the terms and conditions of the Licence.

(e) In the event of termination, the Licensee shall cease to copy Licensed Material; shall destroy all Print Copies and delete from its computer systems all Digital Copies of Licensed Material made pursuant to the Licence and shall ensure that all Authorised Persons previously entitled to make or use copies under this agreement are notified of the termination of the Licence.

## **12. Renewal of Licence**

This agreement may be renewed periodically by the issue of a new Licence Certificate to the Licensee.

## **13. Service of Notices**

All notices required to be given under the Licence shall be given in writing and shall either be delivered by hand or be sent by prepaid registered post to the relevant party at the address given in the Licence Certificate. In the case of a notice sent by post, it shall be deemed to have been served on the second day following posting.

#### **14. Assignment**

The Licence is personal to the Licensee and may not be assigned to a third party without the prior written consent of ICLA.

#### **15. Variation**

No variation of the terms of the Licence shall be effective or binding unless it is reflected in a written agreement between the parties.

#### **16. Dispute Resolution**

A dispute concerning the ICLA licensing scheme as reflected in the Licence may be referred to the Controller of Intellectual Property for determination in accordance with the applicable section(s) of the Act. In the absence of such referral and in circumstances in which such referral is unavailable, a dispute between the parties shall be submitted at first instance to mediation under the Mediation Act 2017. In the event of an unsuccessful mediation, the parties may agree to submit the dispute to arbitration under the Arbitration Act 2010.

#### **17. Governing Law**

The Licence agreement shall be governed by the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts.



Tariff Sheet for Educational Licences September 2020

Primary Schools	€0.73 plus VAT	Licence period 2020 – 2022
Post Primary Schools	€0.76 plus VAT	Licence period 2020 – 2021
Further Education Levels 1-4	€0.76 plus VAT	Licence period 2020 – 2021
Further Education Levels 5-6	€0.76 plus VAT	Licence period 2020 – 2021
Higher Education	€4.50 plus VAT	Licence period 2020 – 2021



# Schools Limited Manufacture Licence

The Schools Limited Manufacture Licence (SLML) provides permission to produce products such as CDs and DVDs containing up to 120 minutes of music per product. This would cover activities such as:

- the recording of student performances for sale or giving away to students, family, friends or to raise funds for the school
- recording solely used for the giving and receiving of tuition
- student films

This licence is offered in co-operation with Mechanical Copyright Protection Society Ireland (MCPSI).

## Price structure

Number of Copies	Annual Licence Cost	Inc. VAT
1 – 50	€27	€33.21
51 – 100	€45	€55.35
101 – 250	€80	€98.40
251 – 500	€134	€164.82
501 – 750	€187	€230.01
751 – 1000	€232	€285.36



# MCPSI Schools Limited Manufacture Licence

## Terms and conditions

These terms relate to the paid-for Schools Limited Manufacture licence supplied to you by the Mechanical Copyright Protection Society (Ireland) Limited through our appointed agent Irish Copyright Licensing Agency CLG.

To ensure you understand the terms and conditions that you are agreeing to, please consult the FAQs for this tariff which explain the background to this licence and the terms used (available on ICLA's website).

### 1. DEFINITIONS

In this Licence, the following terms shall have the following meanings:

**"Application Form"** The form that you have completed and submitted to us to apply for the Licence.

**"ICLA"** Irish Copyright Licensing Agency CLG, 63 Patrick St, Dún Laoghaire, Co. Dublin, A96 WF25

**"Dramatico-Musical Works"** Any ballet, opera, operetta, musical, musical play or work of a similar nature.

**"Licence"** The licence set out in paragraph 2.1 below, granted to you subject to these terms.

**"Licence Fee"** The fee payable by you to purchase the Licence as set out in paragraph 4 below.

**"MCPSI"** The Mechanical Copyright Protection Society (Ireland) Limited, having its registered office at Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2 (hereinafter called "MCPS Ireland") contracting for and on behalf of and as agent for the Mechanical Copyright Protection Society Limited whose registered office is at 2 Pancras Square, London N1C 4AG, England (hereinafter called "MCPS") and for and on behalf of and as agents for MCPS's various members including those foreign societies it represents;

**"Musical Work"** Any work consisting of music and any lyrics or words written to be used with the music (if applicable), including any part of such a work.

**"Permitted Number of Units"** The number of units identified in your Application Form corresponding to the Licence Fee paid by you to us (up to a maximum of 1,000 units per Application Form).

**"PMSR"** Any sound recording of Musical Work being a sound recording (as opposed to a Musical Work) the copyright in which is owned or controlled in Ireland from time to time, by MCPSI (or a member of MCPS or a foreign society or a foreign society member) and where such party has authorised MCPSI to license such recordings as so called production or library music.

**“Product”** The following physical formats: CD, cassette, minidisk, vinyl, DAT, DVD, Blu-ray disk, HD-DVD, VHS, CD-ROM containing one or more Repertoire Works manufactured by you in accordance with these terms, as set out in more detail in your Application Form, or any other physical format notified by us.

**“Repertoire Work”** Each Musical Work the copyright in which is owned or controlled in the Ireland, from time to time, by MCPSI (or a member of MCPS or a foreign society or a foreign society member) and eachPMSR.

**“We” and “us”** MCPSI or ICLA as agent for and on behalf of MCPSI.

**“Year”** The period of 12 months from the date your Licence is granted.

## **2. LICENCE**

2.1 In consideration for your payment of the Licence Fee to us, and subject to the limitations and restrictions set out below, we grant you a non-exclusive licence to incorporate Repertoire Works into Products containing both audio and audio-visual material, to make the Permitted Number of Units of the Product in Ireland and to distribute them in the European Union for private use.

2.2 You must obtain all necessary licences in relation to any Musical Work included in a Product which is not a Repertoire Work. You must also obtain all necessary licences in relation to any other copyright material and intellectual property included in the Product. This Licence does not, for example, cover rights or interests in films or Dramatico Musical Works.

## **3. LIMITATIONS**

3.1 This Licence only applies where:

(a) you are a school (primary or secondary) with a roll number or an establishment under the authority of an Education and Training Board and;

(b) the Product falls within one of the following categories:

- (i) recordings of student performances (for sale or giving away to students, family, friends or to raise funds for the school);
- (ii) recordings solely used for the giving and receiving of tuition; or
- (iii) student films that are shown only as part of the students' coursework, education assessment, student competitions and the students' personal portfolio.

3.2 If you and/or the Product do not belong to one of the categories set out above, you should cease your application process and contact ICLA by sending us an email to [mcps@icla.ie](mailto:mcps@icla.ie) to be advised further.

3.3 The Licence does not apply to any Product which contains more than 120 minutes of Repertoire Works, or more than 2 tracks featuring the same artist. In this case you should cease your application process and contact ICLA at [mcps@icla.ie](mailto:mcps@icla.ie) to arrange an alternative licence.

You may only manufacture and distribute (whether for free or at a price) the Permitted Number of Units as set out in each Application Form. You may obtain additional Permitted Number of Units by submitting additional Application Form(s) and paying additional Licence Fees to cover up to a maximum of 3,000 units per calendar year. If you require further additional units, please contact ICLA at [mcps@icla.ie](mailto:mcps@icla.ie)

3.4 You may only manufacture and distribute (whether for free or at a price) a maximum of 1000 units of any one Product.

3.5 You may sell the Products or provide them for free. Where you choose to sell them, they must not be sold by any third party on your behalf, only directly by you.

3.6 This Licence will not cover the following, for which a separate licence and/or the approval of the relevant copyright owner(s) will be required:

- (a) making any adaptation or arrangement of the music and/or alteration of the lyrics of any Repertoire Work;
- (b) using music with lyrics other than those written to be used with the music or authorised for use with the music;
- (c) using lyrics with music other than that written to be used with the lyrics or authorised for use with the lyrics;
- (d) using a Repertoire Work in the form of a parody, burlesque or any use which is defamatory or likely to be detrimental to the writer and/or performer of the work;
- (e) using a Repertoire Work with material which is of a sexual, violent, drug-related, political or contentious nature;
- (f) using a Repertoire Work in any Product which contains, has had added to it or is used in conjunction with, any kind of advertisement, sponsorship or any direct or indirect promotion of any commercial or political organisation or any form of illegal activity;
- (g) reproducing lyrics or musical notations in any printed form or textual form, whether on screen, in print or otherwise;
- (h) using a Repertoire Work which at the time of receipt of your Application Form has not been released for retail sale to the public in the European Economic Area with the copyright owners permission;
- (i) incorporating a Repertoire Work into any toys, games, novelty products or similar products;
- (j) giving away the Product in conjunction with another product, magazine or newspaper;
- (k) any use by any commercial organisation, whether internally or externally, unless the Product has been ordered from that commercial organisation by a non-commercial third party for non-commercial purposes;

- (l) in relation to Dramatico-Musical Works, the use of:
- (m) extracts exceeding 20 minutes in duration;
- (n) “potted versions”;
- (o) extracts which cover a complete act of the Dramatico-Musical Work; or
- (p) extracts which are presented in dramatic form where actors, through speech, mime or dance depict a distinct plot through which the story or associated words of the Dramatico- Musical Work are carried forward;
- (q) copying any Repertoire Works that infringe the moral rights of the composer of that Repertoire Work; or
- (r) Over-dubbing within the whole or any part of any Product.

3.7.1 This Licence covers the supply by you of the Product for private use but not any of the following with respect to Repertoire Works:

- (a) copying for the purposes of broadcast or public performance;
- (b) acts of public performance;
- (c) broadcast or other communication to the public; or
- (d) use on the internet.

#### 4. PRICES AND PAYMENT

4.1.1 Submitting the Application Form is an offer by you to purchase a Licence from us. Subject to Clause 4.1.5, the Licence will be granted to you once your payment has been received and we notify you that your Application Form has been approved. There will be no contract of any kind between you and us unless and until you make authorised payment for the Licence and we notify you that your Application Form has been approved.

4.1.2 The Licence Fee is calculated and payable in advance in Euro.

Number of Copies	Annual Licence Cost	Inc. VAT
0-50	€27	€33.21
51-100	€45	€55.35
101-250	€80	€98.40
251-500	€134	€164.82
501-750	€187	€230.01
751-1000	€232	€285.36

Licence Fees are expressed inclusive of any VAT payable unless otherwise stated.

4.1.3 Once your Application Form is processed you will receive an invoice from ICLA. Payment can be made by either cheque or EFT transfer and should be received within 14 days from the date of invoice. Cheques should be made payable to Irish Copyright Licensing Agency, 63 Patrick St, Dún Laoghaire, Co. Dublin, A96 WF25. If we do not receive payments within the timeframes permitted, your application may be cancelled.

## **5. WARRANTIES AND LIABILITY**

We warrant that we have the right to license the rights granted in this Licence.

## **6. CANCELLATION AND TERMINATION**

6.1.1 You are only licensed once you have paid for the Licence and we notify you that your Application Form has been approved. At that stage, because the Licence has already been granted to you, you are unable to cancel the Licence.

6.1.1 Your Licence may be terminated by us by written notice if you are in breach of the terms of this Licence and the breach is not remedied within 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of the Licence or these terms affects the rights of our members (whose rights we are licensing) we may suspend your Licence at anytime.

## **7. MISCELLANEOUS**

7.1.1 Nothing in this Licence affects the moral rights of the authors of any Repertoire Works.

7.1.2 We reserve the right to change these terms with immediate effect. Any changes will not apply to licences granted prior to the date the changes were implemented.

7.1.3 After the date you manufacture the Product you will, if requested by us, supply a copy of the Product to us. You will also promptly supply us with any further information and/or documents reasonably requested by us to verify the Musical Works used, the Product and/or to verify that these terms are being and/or have been complied with.

7.1.4 All rights not specifically granted under this Licence are reserved and no implied licences shall be construed.

7.1.5 This Licence is personal to you and you may not sell, assign, transfer or deal in any other manner with this Licence or any of your rights or obligations under it without our prior written consent.

7.1.6 This Licence shall be governed by Irish law and we and you agree to submit to the exclusive jurisdiction of the Irish Courts.