

Application to be included on the Register of Copyright Licensing Bodies

- (e) *Details of the nature and, where appropriate, titles of the licensing schemes managed, or to be managed, by the applicant.*

Writers Services are proposing two licensing schemes initially. These cover a) Cable Retransmission and b) Dataset Construction. More details of the proposed function of both schemes are attached. Precise tariffs are not yet known and are subject to negotiation with potential licensors. We are aware that any such tariffs need to be communicated to the Controller and will do so as soon as they are known.

- (f) *Details of the scales of charges or proposed charges to be levied by the applicant;*

For the initial period we propose to retain a maximum of 12.5% of funds collected prior to their distribution to rightsholders to cover administrative costs and to retain an additional 2.5% as a cultural fund to be used for the general benefit of the rightsowners as described in the Constitution – to be reviewed in the light of experience with administrative costs and any developing policy for the use of non-distributable funds in future years.

David Kavanagh
Company Secretary

Writers Services (Rights Management) CLG

DISTRIBUTION POLICY

We are establishing a Collective Management Organisation (CMO) to collect and distribute any monies which may be due to screenwriter or playwrights who mandate the organisation to collect such funds on their behalf.

Identifying such funds, entering into bilateral agreements with CMOs abroad to collect such monies, or designing and implementing licensing schemes where appropriate, is the first task of WS and in consequence these administration rules may be varied when the scale and complexity of these tasks are established. Any such change will be communicated to screenwriter or playwrights who have mandated WS to collect or licence on their behalf in a timely manner. Substantial changes to this policy will be decided by the Annual General Assembly of WS.

In any event Writers Services (Rights Management) CLG (hereinafter “WS”) will operate in line with the requirements of the Companies Act 2014 and any amendments to it, the Copyright and Related Rights Act 2002 and Statutory Instrument No.156 of 2016 European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016 (hereinafter “Regulations”).

Funds collected on behalf of screenwriter or playwrights will be distributed annually at first, but the frequency of distributions may be increased if significant funds are collected. Distribution of funds will be accompanied by an explanation of the source of the funds and such other information as required by the Regulations.

To cover the costs of the administration of the CMO 15% of the amounts collected will be retained. This will comprise 12.5% for administration costs and 2.5% towards the creation of a Cultural Fund which will be used for activities beneficial to screenwriter or playwrights in accordance with policy decided by the Annual General Meeting of Writers Services.

Funds which we receive, where we do not know the identity of the screenwriter or playwrights involved, will be handled in line with the Regulations which requires diligent search, retention of the funds in a separate account, and their eventual use in line with policy established by the Board of the CMO, provided that the screenwriter or playwrights later identified, can always claim what is due to them.

Screenwriter or playwrights who mandate WS to manage their rights will receive at least once a year a statement from WS which shall include their contact information, the amount of revenue attributed to them, the amount in respect of each type of right managed and for each type of use, the period involved, whether any amount is outstanding, deductions made and for what purpose.

Writers Services (Rights Management) CLG (“WS”) Copyright Licensing Scheme for Cable Retransmission Rights

1. Introduction

1.1. WS (the “Collective Management Organisation” or “CMO”) is established to represent the interests of screenwriters in Ireland by managing any rights that remain with them and have not been assigned or exclusively licensed through contract and are still available to them under Irish or other applicable legislation.

1.2. This licensing scheme governs the licensing of cable retransmission rights of works authored by screenwriters who have mandated WS to licence these rights.

1.3. The scheme is designed to provide fair and transparent access to cable retransmission rights while ensuring that screenwriters receive equitable remuneration for the use of their works.

2. Scope of the Licensing Scheme

2.1. This licensing scheme applies to cable retransmission rights for audiovisual works written by WS members.

2.2. The scheme covers retransmission by cable operators within the territory of Ireland, including both domestic and cross-border retransmission where applicable.

2.3. The scheme excludes any retransmission rights that have been clearly and unambiguously assigned, either exclusively or by implication of exclusivity, by the screenwriter to third parties under a written agreement prior to the granting of rights to WS.

3. Rights Granted

3.1. Subject to compliance with this licensing scheme, WS grants non-exclusive licences to eligible cable operators for the retransmission of audiovisual works created by WS members.

3.2. The licence permits retransmission via cable systems, including digital and analogue networks, IPTV services, and any other authorised retransmission services.

3.3. The licence does not include the right to alter, edit, or modify the works in any manner that would infringe the moral rights of the screenwriters, including the right of integrity and the right to be identified as author where such rights are asserted.

4. Eligibility and Licensing Process

4.1. Any cable operator wishing to obtain a licence under this scheme must submit an application to WS, specifying the nature and extent of the retransmission services.

4.2. WS reserves the right to request additional information or documentation to verify the applicant's eligibility.

4.3. Upon approval, WS will issue a non-exclusive licence, subject to the agreed terms and payment of applicable fees.

5. Tariff Structure

5.1. The licensee shall negotiate in good faith with WS to determine an equitable licence fee for cable retransmission rights.

5.2. The negotiations shall be conducted in a transparent manner, taking into account factors such as the revenue generated by retransmission, the viewership figures, and industry standards for similar licensing arrangements.¹

5.3. Negotiations shall conclude within 60 days of notice. If the parties fail to reach an agreement, the matter shall be referred to mediation before invoking an independent arbitrator or the appropriate regulatory authority for resolution.

6. Distribution of Royalties

6.1. WS shall distribute royalties collected under this scheme to its member screenwriters based on a fair and transparent allocation mechanism to be specified in a published Distribution Policy but containing at least the following elements:-

6.1.1. The distribution shall be conducted at least annually, with full disclosure of the calculation methodology to WS members.

¹ In co-ordination with the group of CMOs currently distributing cable retransmission income - Association De Gestion Internationale Collective Des Oeuvres Audiovisuelles (AGICOA); Irish Music Rights Organisation Limited (IMRO); Design and Artists Copyright Society Limited (DACS); Phonographic Performance Ireland Limited (PPI); Authors Licensing and Collecting Society

6.1. 2. WS shall deduct a reasonable administrative fee, not exceeding a pre-agreed percentage, to cover the costs of managing the scheme. The maximum administrative fee will be 12.5% of the funds distributed.

7. Compliance and Audit Rights

7.1. Licensees shall maintain accurate records of their retransmission activities and payments made under this scheme.

7.2. WS will require regular usage reports and reserves the right to audit licensee records to ensure compliance with the scheme's terms.

7.3. Failure to comply with the terms of this scheme may result in suspension or termination of the licence.

8. Duration and Renewal

8.1. Licences under this scheme shall be valid for a period of **one year** from the date of issuance, unless otherwise agreed.

8.2. Licensees may apply for renewal, subject to continued compliance with the scheme's terms and payment of applicable fees.

9. Dispute Resolution

9.1. Any disputes arising under this scheme shall be resolved through negotiation in the first instance.

9.2. If a resolution cannot be reached, the dispute shall be referred to independent mediation or arbitration under the terms of the Mediation Act 2017 or the Arbitration Act 2010 or to an appropriate regulatory authority.

10. Compliance

The scheme will be administered at all times in full compliance with EU Directive 2014/26/EU on collective rights management.

11. Amendments and Updates

11.1. WS reserves the right to amend this scheme as necessary to reflect changes in the legal, economic, or industry landscape.

11.2. Any amendments shall be subject to consultation with WS members and relevant stakeholders before implementation.

11.3 Amendments shall be notified to licensees at least 60 days prior to implementation and shall not apply retroactively unless required by law.

David Kavanagh
Writers' Services (Rights Management) CLG
April 2025

Writers Services' (Rights Management) CLG ("WS") Copyright Licensing Scheme for Dataset Construction Rights Reserved under Article 4 of Directive (EU) 2019/790 on copyright and related rights in the Digital Single Market

1. Introduction

1.1. WS (the "Collective Management Organisation" or "CMO") is established to represent the interests of screenwriters in Ireland by managing any rights not transferred by them through contract and still available to them under Irish or other applicable legislation.

1.2. This licensing scheme governs the use of scripts for reproductions and extractions of lawfully accessible works and other subject matter for the purposes of text and data mining (TDM) as defined in Article 2(2) of Digital Single Market Directive (EU) 2019/790 including, inter alia, for AI training datasets, where rights have been expressly reserved under Article 4 of Directive (EU) 2019/790..

1.3. The scheme is designed to provide a collective mechanism to authorise such use, ensuring legal certainty and appropriate remuneration for screenwriters.

2. Scope of the Licensing Scheme

2.1. This licensing scheme applies to scripts written by WS members which could be used for TDM, including in the construction of AI training datasets.

2.2. The scheme covers scripts and associated writing for theatre, film or audiovisual production of any kind, including scripts embedded in films or audiovisual productions of any kind.

2.3. The scheme does not cover rights that have already been assigned by screenwriters under direct contractual arrangements with third parties.

2.4 The scheme is limited to those scripts or other writing where rights have been expressly reserved, and a declaration made by the screenwriter to WS that rights have been so reserved, under Article 4 of Directive (EU) 2019/790.

3. Rights Granted

3.1. Subject to compliance with this licensing scheme, WS grants non-exclusive licences to companies or research organisations engaged in TDM, including constructing a dataset for AI training utilising available scripts or other writing created by WS members. Licensees are limited to the use of the rights for the construction of one dataset. Use is limited to the construction and internal use of one distinct AI training dataset and does not extend to transfer or sublicensing of that dataset unless explicitly agreed.

4. Eligibility and Licensing Process

4.1. Any company or research organisation wishing to obtain a licence under this scheme must submit an application to WS.

4.2. WS reserves the right to request additional information or documentation to verify the applicant's eligibility.

4.3 WS reserves the right to refuse an application in line with Article 16 (3) of the Collective Rights Management Directive (EU) 2014/26 on the grounds that that it considers that the behaviour of the company or research organisation or the use to which it intends to put TDM material is, in the view of WS, unethical as defined in Article 5(1) of the AI Act Regulation (EU) 2024/1689. WS will accept no liability in respect of unethical use made by the licensee of material licensed by WS.

4.4. Upon approval, WS will issue a non-exclusive licence, subject to the agreed terms and payment of applicable fees.

5. Tariff Structure

5.1. The licensee shall negotiate in good faith with WS to determine an equitable licence fee for TDM rights.

5.2. The negotiations shall be conducted in a transparent manner, taking into account factors such as the revenue generated by the TDM usage the scope of the dataset, and the nature of the commercial or research activity.

5.3. If the parties fail to reach an agreement, the matter shall be referred to independent mediation or arbitration under the terms of the Mediation Act 2017 or the Arbitration Act 2010 or the appropriate regulatory authority for resolution.

6. Distribution of Fees

6.1. WS shall distribute royalties collected under this scheme to its member screenwriters based on a fair and transparent allocation mechanism, no later than twelve months from receipt of funds.

6.2. WS shall deduct a reasonable administrative fee, not exceeding a pre-agreed percentage, to cover the costs of managing the scheme. The maximum administrative fee will be 12.5% of the funds distributed.

7. Compliance and Audit Rights

7.1. WS reserves the right to require a usage report on a regular or occasional basis or to audit licensee records in compliance, where appropriate, with guidelines issued by the European Commission in the context of the application of the AI Act Regulation (EU) 2024/1689, to ensure compliance with the scheme's terms.

7.2. Failure to comply with the terms of this scheme may result in suspension or termination of the licence.

8. Duration and Renewal

8.1. Licences under this scheme shall be valid for a negotiated fixed period.

8.2. Licensees may apply for renewal, subject to continued compliance with the scheme's terms and payment of applicable fees.

9. Dispute Resolution

9.1. Any disputes arising under this scheme shall be resolved through negotiation in the first instance.

9.2. If a resolution cannot be reached, the dispute shall be referred to independent mediation or arbitration under the terms of the Mediation Act 2017 or the Arbitration Act 2010 or to an appropriate regulatory authority.

10. Compliance

The scheme will be administered at all times in full compliance with Collective Rights Management Directive (EU)2014/26 and, as appropriate, with the terms of the AI Act Regulation (EU) 2024/1689 and relevant guidelines published by the European Commission.

11. Amendments and Updates

11.1. WS reserves the right to amend this scheme as necessary to reflect changes in the legal, economic, or industry landscape.

11.2. Any amendments shall be subject to consultation with WS members and relevant stakeholders before implementation.

11.3. Amendments shall be notified to licensees at least 60 days prior to implementation and shall not apply retroactively unless required by law.

David Kavanagh
Writers' Services (Rights Management) CLG
April 2025