

IMRO

Application for Registration Under Section 175 of Copyright and Related Rights Act 2000

**S175(7)(e) & (f) Licensing Schemes Managed by
Irish Music Rights Organisation:**

2. Public Service Broadcasting

- (i) RTE**
- (ii) TG4**



**Irish Music Rights
Organisation CLG**

Copyright House,
Pembroke Row,
Lower Baggot Street,
Dublin 2,
D02 HW59,
Ireland

T: +353 1 644 8028

E: Barry.Scannell@imro.ie

www.imro.ie

2. Public Service Broadcasting

(i) RTE

An RTE Public Service Broadcasting Agreement dated 31st October 2019 ("**2019 RTE Agreement**") has been put in place covering the period of 1st January 2019 to 31st December 2023.

IMRO is happy to provide a full copy of the 2019 RTE Agreement, however for commercial sensitivity reasons IMRO does not wish this Agreement to be made publicly available on the Patents Office Website. If requested, IMRO can provide The Controller with a redacted copy of the 2019 RTE Agreement which can be made publicly available

Board of Directors

Eleanor McEvoy
(Chairperson)
Paul Brady
Brian Crosby
Keith Donald
Philip Flynn
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Ray Harman
Ian Hennessy
James Hickey
Steve Lindsey (UK)
Juliet Martin
Rose McHugh
Róisín O'Reilly
Bill Shanley
Sharon Boyse Smith (UK)

THIS AGREEMENT is made the 21st day of December 2005
BETWEEN IRISH MUSIC RIGHTS ORGANISATION LIMITED, whose registered
office is situated at Copyright House, Pembroke Row, Lr. Baggot Street, Dublin 2
(hereinafter called IMRO) of the one part and SEIRBHÍSI THELIFÍS NA GAELIGE
TEORANTA, trading as TG4, whose offices are situated at Baile na hAbhann, Co na
Gaillimhe (hereinafter called "TG4") of the other part.

WHEREBY IT IS AGREED as follows:-

1. Interpretation

1.1 Definitions

In this Agreement unless the context otherwise requires:

"Annual Revenue
Estimate"

means the estimate of:

- (a) Gross commercial revenue
- (b) permitted discounts (identified in Net commercial revenue)
- (c) Gross Internet revenue and
- (d) Grant in aid

to be furnished by TG4 to IMRO in accordance with Schedule 1 of this
Agreement;

"Broadcast"

means a transmission by wireless means, including by terrestrial or
satellite means, for direct public reception or for presentation to
members of the public of sounds, images or data or any
communication of sounds, images or data, or the representations
thereof, but does not include MMDS service and the term
"Broadcasting" shall be interpreted accordingly;

"Cable programme
service"

shall have the meaning given to it in the Copyright and Related Rights
Act 2000 (for the avoidance of doubt Cable programme service as
therein defined includes MMDS);

"Grant in aid"

means the financial support given to TG4 either directly or indirectly
by the Government of Ireland towards the day to day running of TG4
excluding any funding for capital projects and excluding only any
monetary value that may be attributed to the hour per day which TG4
receives from RTE by way of programming and/or services;

"Gross commercial
revenue"

means all revenue received directly or indirectly by TG4 in connection
with its Television Programme Service in the Territory and in Northern
Ireland, including without limitation; donations, advertising,
sponsorship and subscriber revenues, revenues received from any
operators of transmission platforms (such as cable, MMDS or satellite)

and any other revenues in any way related to transmission of TG4 programmes on such transmission platforms, including any revenues received from the transmission of TG4 in Northern Ireland by Sky but not including Gross Internet revenue or the Grant in aid, or co-funding from third parties (i.e. where TG4 and a third party(ies) co-finance the production/making of a programme), or the proceeds of insurance claims or similar claims.

"Gross Internet revenue"

means all revenues received directly or indirectly by TG4 in connection with its Webcasting or Streaming activities in the Territory, including without limitation donations, advertising, sponsorship and subscriber revenues;

"Licence year"

means a calendar year commencing 1st January;

"Licensed Repertoire"

means all or any musical works in which, at the time of their use by TG4 in accordance with and during the term of this Agreement, the right to licence the Performing Right is vested in IMRO;

"Making available"

means making available to the public of copies of a musical work, by wire or wireless means in such a way that members of the public may access the work from a place and at a time chosen by them (including the making available of copies of works through the Internet);

"Net commercial revenue"

means Gross commercial revenue less the following:

- (i) combined advertising agency, selling agent or Licensee's sales persons' commission, wages, or other costs, up to a maximum deduction of 25% and
- (ii) bad debts

incurred in relation to Gross commercial revenue, in each case where the debt or cost is incurred in the same Licence year as the Gross commercial revenue from which it is being deducted;

"Performing Right"

means, in relation to a musical work, the rights set out in section 40(1)(a)-(d) of the Copyright and Related Rights Act 2000 namely the rights of:

- (i) Making available a copy of the work
- (ii) performing, showing or playing a copy of the work in public
- (iii) Broadcasting a copy of the work;
- (iv) including a copy of the work in a Cable programme service;

"Streaming"

means the Making available of a musical work over the Internet where the work may not be permanently downloaded by any user, whether to a computer or any other device;

"Television Programme Service"

means a service which comprises a compilation of audio-visual programme material of any description and is transmitted or relayed by means of wireless telegraphy directly or indirectly for reception by the general public;

"Territory"

means the Republic of Ireland;

"Webcasting"

means the transmission of a musical work over the Internet simultaneously with a Broadcast of that musical work by TG4, where the work webcast may not be permanently downloaded by any user, whether to a computer or any other device.

1.2 The provisions of the Schedules to this Agreement shall form an integral part of this Agreement and shall have as full effect as if they were incorporated in the body of this Agreement and the expressions "*this Agreement*" and "*the Agreement*" shall be deemed to include the Schedules to this Agreement.

1.3 The singular includes the plural and vice versa.

1.4 Unless the context otherwise indicates, references to clauses, sub-clauses, recitals and to schedules, are to clauses, sub-clauses of, and recitals and schedules to, this Agreement.

1.5 Headings to clauses in this Agreement are included for the purpose of ease of reference only and shall not have any effect on the construction or the interpretation of this Agreement.

2. Licence

2.1 Subject to the exemptions, limitations and conditions hereinafter set out IMRO hereby grants TG4 a non-exclusive licence of the Performing Right in the Territory to carry out the following acts in relation to the Licensed Repertoire;

- (a) Broadcasting;
- (b) inclusion in a Cable programme service;
- (c) performance in public
- (d) Webcasting
- (e) Streaming

solely as part of its Television Programme Service and associated Webcasts and Streaming from the tg4.ie website.

Subject to the exemptions, limitations and conditions hereinafter set out IMRO further grants TG4 a non-exclusive licence to:

- (i) Broadcast Licensed Repertoire as part of its Television Programme Service to the Sky transmission platform solely for the purpose of its re-transmission by Sky in Northern Ireland.
- (ii) A non exclusive license to broadcast terrestrially (allowing reception via UHF ariel only) to parts of Northern Ireland, only as part of the UK Government taking the TG4 signal from the Republic of Ireland and boosting the TG4 signal in accordance with Clause 6, Economic, Social and Cultural Issues – Item 4 of the Good Friday Agreement as that clause pertains to the Licensee.

2.2 Nothing herein contained shall operate as a licence from IMRO, or from any agent or representative of IMRO in any part of the world, authorising:

- (i) anyone other than TG4 to give such public performances of Licensed Repertoire as may be given by the direct or indirect public reception or the direct or indirect public audition in any part of the world, by any means and in any manner whatsoever, of TG4's Broadcast transmissions;
- (ii) TG4 to transmit Licensed Repertoire to a satellite for:-
 - (aa) the purpose of Broadcasting by another Broadcasting organisation in any territory where Licensed Repertoire is not administered for that purpose by IMRO nor any of its affiliated societies or
 - (bb) the purpose of distribution by cable outside the Territory, or
 - (cc) intended direct reception outside the Territory (other than Broadcast to the Sky satellite platform referred to in Clause 2.1)

Provided that TG4 shall in no way be liable hereunder nor have any obligations to make any further payments to IMRO by way of royalties or otherwise in respect of any unauthorised retransmission of TG4's Broadcast signal and provided further that having regard to the exigencies of terrestrial television broadcasting in the Territory, TG4 shall be free without further payment to simultaneously distribute, Broadcast, transmit and simultaneously re-broadcast and relay TG4's signal on cable and/or MMDS systems in the manner in which free television is customarily transmitted and/or relayed in the Territory without further payment apart from that set out in this Agreement and IMRO hereby acknowledges that TG4's broadcast transmission may be capable of unintentional reception outside the Territory and particularly in Northern Ireland and that any such unintentional reception shall not cause TG4 to be in breach of any of the provisions hereof nor obliged to make any further payments hereunder.

2.3 For the avoidance of any doubt, this licence is of the Performing Right in the Licensed Repertoire in the Territory only, and does not cover:

- (i) the reproduction or copying of any Licensed Repertoire, either by TG4 or any user of TG4 services;
- (ii) any sound recording rights;
- (iii) any musical works which are not in the Licensed Repertoire;
- (iv) any moral rights of the creators of Licensed Repertoire works;
- (v) any use of any Licensed Repertoire work, where all other necessary licences or waivers for that use have not been obtained; or
- (vi) any licence of the Performing Right outside the Territory (save as expressly indicated in clause 2.1 in relation to Broadcast to the Sky platform).

The Licensor acknowledges that, territorial restrictions in this license, only as they apply to the making available of Webcasts and Streaming from the tg4.ie website, will be removed as and when it is within the remit of the Licensor to do so and the Licensee formally advised of any territorial expansion.

2.4 This licence shall not extend to nor authorise the exercise of the Performing Right (or any part of it) in Licensed Repertoire in the circumstances set out in Schedule II hereto which Schedule shall be amended from time to time pursuant to any change in the directions of the Board of IMRO, or its Articles or Rules. IMRO shall inform TG4 in advance if possible if not as soon as possible thereafter of any changes so made and shall supply to TG4 a revised version of Schedule II.

Commencement

The term of this Agreement shall be deemed to have commenced on 1st January 2005.

Term

Subject to termination by either party in accordance with Clause 8, this Agreement shall continue in force for an initial period of five years to 31st December 2009. It shall continue thereafter from year to year, save that after the initial period, in addition to the termination provisions of Clause 8, either party may terminate the Agreement by giving the other party a minimum of six months notice to expire at the end of a Licence year.

Payments

In consideration of the licence and authority hereby granted TG4 shall make payments to IMRO in accordance with the provisions set out in Schedule I hereto.

In the event that TG4 shall not make any payment hereunder by the due date or within 14 working days thereafter then, provided that IMRO shall have issued a default

notice, in the event payment has not been made within 7 working days of receipt of such notice, interest shall be paid to IMRO by TG4 in respect of the period from the due date until the date on which payment is received by IMRO calculated on a daily basis at the rate of two per cent per annum (2%) above the Prime Overdraft Rate, current from time to time, of the Bank of Ireland, payable from the date on which payment should originally have been made to the date on which payment was made, provided that the Finance Manager in TG4 shall have received from IMRO an invoice for the amount due not less than 15 days before the due date. Information

5.3 IMRO will promptly give TG4, on request, all such information as IMRO reasonably can give respecting works claimed or represented as being comprised within Licensed Repertoire.

5.4 (a) TG4 shall send to IMRO at Copyright House, Pembroke Row, Lr. Baggot Street, Dublin 2, Republic of Ireland unless otherwise agreed in writing lists of all material Broadcast, included in a Cable programme service, Webcast or Streamed in each week during the term of this Agreement from TG4 transmitters as aforesaid specifying the name of the service or programme. The said lists shall be delivered in an electronic form to be reasonably specified by IMRO or other agreed form of information to be agreed between the parties.

(b) In the case of all musical works the said lists shall also indicate save as otherwise agreed in writing from time to time:

(i) the title of each individual work;

(ii) the name or names of the composers, authors, arrangers and publishers;

(iii) where a commercial recording or a film is used, the name of the manufacturer and identification number of each recording and the title of the film and name of the producing company as the case may be;

(iv) the number of minutes and seconds occupied in broadcasting each work.

(c) TG4 shall take all reasonable care to ensure the correctness of all the information required by sub-paragraphs (a) and (b) of this Clause and to notify IMRO in writing as soon as possible of any errors or omissions in this respect upon becoming aware of such errors or omissions.

(d) The said lists shall be sent to IMRO with all reasonable despatch, but in no case later than 28 days, from the last day of the month during which the relevant use took place.

(e) TG4 shall, at IMRO's sole cost and expense, give IMRO any further information as to its programmes or any such musical works as aforesaid as IMRO may from time to time reasonably require and which may be available in the records for the time being normally kept by TG4 for its purposes.

of the parties hereto shall during the term of this Agreement furnish to the other through information as may be in its possession calculated to enable such other party to protect its interest.

Indemnity

IMRO shall at all times (notwithstanding the termination of this Agreement) be liable to indemnify and hold harmless TG4 (together with its officers, servants and agents) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by TG4 arising from any infringement or alleged infringement by TG4 of any third party intellectual property in consequence of the authorized use of Licensed Repertoire provided that :

- (a) If TG4 becomes aware of any complaint, claim, demand, threatened proceedings or proceedings arising out of its use of Licensed Repertoire, TG4 shall forthwith and without delay notify IMRO in writing giving full particulars of the circumstances.
- (b) TG4 shall make no comment or admission to any third party in respect of such circumstances without the prior consent of IMRO.
- (c) IMRO shall in its sole discretion, be entitled to decide what action (including litigation, arbitration or compromise) if any to take in respect of any claim or counterclaim brought or threatened in respect of the use of its repertoire.
- (d) IMRO shall not be obliged to bring or defend any proceedings whether for copyright infringement or otherwise in relation to its repertoire if it decides in its sole discretion not to do so and TG4 shall not be entitled to bring any action or proceedings in relation to Licensed Repertoire regardless of any such decisions.
- (e) IMRO shall have the conduct of all proceedings relating to its repertoire.
- (f) TG4 will co-operate with IMRO in taking such further action at the reasonable request of IMRO as it may from time to time deem appropriate to protect its repertoire and IMRO shall meet all expenses incurred by TG4 to third parties in giving such assistance. In particular, TG4 will, at the reasonable request of IMRO, give full co-operation to IMRO (including the provision of documentation and making relevant people available) in any action, claim or proceedings brought or threatened in respect of IMRO's repertoire.
- (g) IMRO shall be entitled to retain any payment including any damages or costs award from any third party arising out of any dispute relating to the use of its repertoire under this Agreement.
- (h) In any proceedings which are brought or defended by IMRO, IMRO shall be entitled to claim in respect of any loss suffered or likely to be suffered by TG4 but IMRO shall be entitled to retain any damages awarded in respect of such claim and the provisions of any applicable law, insofar as the same may apply to the contrary, are hereby, to such extent only, expressly excluded.

- (i) If at any time an allegation of infringement of third party rights is made in respect of Licensed Repertoire or, if in TG4's reasonable opinion such an allegation is likely to be made, IMRO may at its own expense take such action as it deems appropriate, including modifying its repertoire, so as to avoid the infringement,

6.2 TG4 understands and agrees that the use of Licensed Repertoire and any other material provided to it under this Agreement is subject to all applicable laws, enactments, regulations and other similar instruments (including, without limitation, all applicable local laws relating to advertising, broadcasting, health and safety and telecommunications), and that TG4 shall at all times be solely liable and responsible for such due observance and performance. IMRO shall not be liable to indemnify to TG4 for any payment or costs arising as a result of its failure to comply with all applicable laws.

6.3 TG4 shall at all times (notwithstanding the termination of this Agreement) be liable for, indemnify and hold harmless IMRO (together with its officers, servants and agents) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by IMRO arising out of the breach or non-performance by TG4 of this Agreement.

7. Termination

7.1 (a) In the event of either party being in breach of any of its obligations under this Agreement the other party shall be entitled to give the party in breach written notice at its address set out above of any such breach and shall require that the same shall be remedied within a reasonable specified period which shall be not less than 30 days.

(b) If the party in breach has failed to remedy a breach of its obligations under this Agreement notwithstanding notice given by the other party pursuant to Clause 8.1(a) above then that other party may terminate this Agreement in writing.

7.2 If a receiver, examiner or administrator is appointed of the whole or any part of either party's assets or a party is struck off the register of companies in the jurisdiction where it was incorporated or an order is made or a resolution passed for winding up a party (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation) of the party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by this Agreement), the other party may terminate this Agreement forthwith by notice in writing.

7.3 Termination by either party in accordance with this Agreement is without prejudice to any right of action accrued prior to the date of termination.

8. Substantial change in Licensed Repertoire

(a) In the event that during the term of this Agreement there is a substantial change in Licensed Repertoire as at 1st January 2005, either party may by written notice require the other party to enter into discussion in good faith within a period of not less than 21 days from receipt of such notice for a

revision of the payments referable to such part of the term as is affected by such change.

- (b) If the parties fail to reach agreement on a revision of payments within 90 days after the date of receipt of a notice specified in (a) above the party serving the notice shall be entitled forthwith to terminate this Agreement by written notice of not less than 7 days; such termination shall not affect the rights and obligations of the parties as set out in this Agreement in respect of any act or omission relating to any period preceding the date of such termination taking effect.

9. **No assignment**

This Agreement is personal to each party hereto and shall not be assigned in whole or in part nor sub-licensed in whole or in part.

10. **Notices**

Any notice served hereunder shall be deemed to be sufficiently served if sent by post or fax to the usual or last known place of business of the addressee and proof of despatch in the case of a letter, and receipt of successful transmission report in the case of a facsimile transmission, shall be conclusive evidence of receipt by the addressee in due course of transmission.

11. **No partnership, Agency Etc.**

Nothing in this Agreement shall create, or be deemed to create, a partnership, or the relationship of principal and agent, or employer and employee between the parties hereto.

12. **Entire Agreement**

This Agreement together with the Schedules to this Agreement comprise the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

13. **Severability**

In the event that any provision of this Agreement shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction to make a binding decision in that regard, or by virtue of any legislation to which either party is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions herein shall not be affected thereby.

14. **Governing Law**

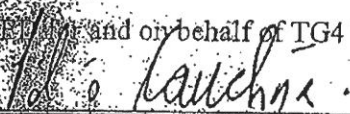
This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto submit to the jurisdiction of the Irish courts for the resolution of disputes hereunder.

IN WITNESS whereof the parties hereto have executed this Agreement on the date first written above.

SIGNED for and on behalf of the
Irish Music Rights Organisation Ltd
BY:


Brendan Quinn

SIGNED for and on behalf of TG4
BY:


Pól Ó Gallchoir

SCHEDULE I

A. In respect of the rights granted to TG4 under Clause 2.1 (a) and (b) of this Agreement TG4 shall make payments to IMRO for any Licence year as follows:

An annual royalty of 1% of Net commercial revenue and
0.8% of Grant in Aid.

In recognition of reasons advanced by TG4, the resulting annual royalty payment figure will be subject to the following discounts up until 2008:

2005	35%
2006	30%
2007	20%
2008	10%

For the avoidance of doubt, the above discounts will cease in 2008.

B. In respect of the rights granted to TG4 under Clause 2.1(c) of this Agreement, TG4 shall pay to IMRO for any musical performances given under its auspices royalties at the rates applicable to such performances under IMRO's relevant tariff in force at the time of the performance PROVIDED THAT IMRO has not otherwise granted permission for such public performance to be given and PROVIDED THAT no royalties shall be charged by IMRO to TG4 for performances in studios where the whole or any part of the performance is Broadcast by TG4 from studios and the audience is admitted to the entertainment without payment. In this context studios include any studio being used by TG4 as a temporary studio (such as a church hall) and outside locations.

C. In respect of the rights granted to TG4 under Clause 2.1(d) and (e), the annual royalty payable by TG4 to IMRO will be calculated as follows:

1% of Gross Internet revenue subject to a minimum index-linked annual royalty. The minimum royalty for 2005 is €1,398.00 plus VAT for 2005 and shall increase annually in line with increases in the Consumer Price Index of Retail Prices for November 2004 as published in the Irish Statistical Bulletin, and will be adjusted to the subsequent anniversary of that date in proportion to annual changes in that index and shall be rounded to the nearest euro. This annual sum is to be apportioned pro rata in the event of the service being introduced after the commencement of a Licence year.

D. On account royalties payable by TG4 in accordance with A and C above shall be paid quarterly in advance.

E. TG4 shall effect payment of the royalties and Value Added Tax due within 30 days of receipt of an invoice.

F. The amount payable on-account in any Licence year shall be calculated in accordance with the following scheme:-

- (a) For the first Licence year, no later than 31st July 2005 and for subsequent Licence years, no later than 1st October before that Licence year TG4 shall furnish, and IMRO shall consider, the Annual Revenue Estimate.
- (b) If, following a written request for such statement, TG4 fails to furnish such a statement IMRO shall itself be entitled to estimate the Annual Revenue Estimate by means of a notional increase of 10% over the Annual Revenue Estimate in the previous Licence year.
- (c) In the first year no later than 31st July 2005, and in subsequent years no later than 15th November in the preceding Licence year such Annual Revenue Estimate shall be agreed in writing by the parties and in the absence of agreement IMRO may use its own estimate.
- (d) TG4 may adjust its Annual Revenue Estimate at the end of the quarters 31st March, 30th June and 30th September. Notification of such adjustments must be received, by IMRO, not later than 1st March, 1st June and 1st September. Such adjusted estimates shall be agreed in writing by the parties no later than 15th April, 15th July or 15th October respectively in the Licence year.
- (e) Paragraph A shall be applied to the Annual Revenue Estimate to establish the on-account payments but the amount of each on-account payment shall not be less than one-twelfth of the annual royalty in respect of the preceding year.

Within 60 days after the end of the Licence year in question, TG4 shall furnish to IMRO a statement of the Gross commercial revenue, associated allowable cost deductions, the Gross Internet revenue and Grant in aid for such Licence year in respect of which estimates had been made under paragraph F. TG4 shall promptly answer all reasonable enquiries of IMRO about such a statement.

Within 90 days after the end of the Licence year, IMRO shall, on the basis of such statement, determine the actual amount of royalty payable in respect of that Licence year and shall notify such amount to TG4. If the actual amount of royalty payable differs from the amount previously paid by TG4 for that Licence year in accordance with the Annual Revenue Estimate, then IMRO shall in the case of an overpayment repay the excess and TG4 shall in the case of an underpayment pay the shortfall, in both cases within thirty days of the determination by IMRO of the actual amount of royalty payable and notification of this amount to TG4.

Within 120 days after the end of the Licence year in question, TG4 shall furnish a statement of Gross commercial revenue, associated allowable cost deductions, the Gross Internet revenue and Grant in aid, certified by TG4's auditor. IMRO shall be entitled to contact such auditors and such auditors shall promptly answer all reasonable enquiries about such a statement. IMRO may call for certified accounts in respect of the Gross commercial revenue and Gross Internet revenue, associated allowable cost deductions, and Grant in aid.

Value Added Tax at the appropriate rate will be due on all payments to be made in accordance with this Schedule.

K. Subject to the permitted uses and disclosures of its confidential information provided for in this clause K and in clause L hereof, IMRO shall keep confidential all confidential information provided to IMRO by TG4 pursuant to this Agreement. TG4 though acknowledges that IMRO may disclose the said confidential information to any of its directors, officers, employees, members or sister organisations to the extent that disclosure is reasonably necessary for the purposes of this Agreement and for the purposes of administering the Licensed Repertoire and accounting to members and sister organisations for the administration of the Licensed Repertoire.

IMRO may disclose the confidential information referred to in paragraph K if and to the extent that

- i. this is required by the law of any relevant jurisdiction or pursuant to a request or order of a regulator or court of a competent jurisdiction;
- ii. this is required by any securities, exchange or regulatory or governmental body to which IMRO is subject;
- iii. the information is disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of IMRO;
- iv. the information has come into the public domain through no fault of IMRO;
- v. the information was in the possession of IMRO before disclosure by TG4;
- vi. it is required to enable IMRO to enforce its rights under this Agreement.

SCHEDULE II

In this Schedule, unless the context otherwise requires:

- 'ballet' means a choreographic work to be accompanied by music, having a story, plot or abstract idea, devised or used for the purpose of interpretation by dancing or miming, but does not include country or folk dancing, nor tap dancing, nor precision dance sequences;
- 'copyright owner' means in respect of any act in relation to a musical work the person in whom for the time being is vested the right to do and authorise other persons to do that act;
- 'dramatico-musical work' means an opera, operetta, musical play revue, or pantomime insofar as it consists of words and music written expressly therefore;

THE licences granted to TG4 in Clause 2.1 this Agreement shall not extend to nor authorise:

A. The broadcast on television of:

- (i) a dramatico-musical work whether staged or otherwise with the exception of
 - (a) a dramatico-musical work or an excerpt or excerpts from a dramatico-musical work by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises.
 - (b) a non-dramatic excerpt or excerpts from a dramatico-musical work
 - (aa) the total duration of which in the course of the same programme does not exceed twenty minutes and
 - (bb) which excerpt or excerpts are not a potted version of the work and/or
 - (cc) which excerpt or excerpts are not or do not cover a complete act of the work;
- (ii) the whole or any part of any music and of any words associated therewith composed or used for a ballet if accompanied by a visual representation of such ballet or part thereof; provided that the rights administered by IMRO do nevertheless include the right to broadcast on television any such music and words so composed and used and accompanied by such visual representation when -
 - (a) a ballet or part or parts thereof are performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises; or

(iii) any ballet or part or parts thereof, having been devised for the purpose of broadcast on television, have a total duration in the course of the programme not exceeding five minutes; or

(iv) any part or parts (being less than the whole) of a ballet, not having been devised; have a total duration in the course of the same programme not exceeding five minutes.

(v) any words written for the purpose of a commercial advertisement unless such words are sung to music specially written for a commercial advertisement or to non-copyright music and the sung performance has a duration of not less than five seconds.

(iv) (a) unless authorised in writing by IMRO or the copyright owner any musical work accompanied by any words other than those (if any) published or otherwise associated therewith by the copyright owner;

(b) unless authorised in writing by IMRO or the copyright owner any musical work with or without associated words in any adapted or rearranged form or in such a manner as to produce parodied or burlesqued effects;

(c) any musical work, with or without associated words, in a dramatic form. A dramatic form shall be deemed to be created only by performance in a programme in which there is a distinct plot depicted by actors and where the story of the musical and/or its associated words is woven into and carries forward the plot and its accompanying action (a dramatic form shall not for example be deemed to be created by the use of costumes, scenery and/or dance routine merely to provide an acceptable presentation of the work). For the purpose of this paragraph, the words actors shall include actor-singers, mimers and/or puppets;

(v) any words associated with a musical work or ballet if unaccompanied by the music thereof.

B. The public performance of:

(i) a dramatico-musical work whether staged or otherwise with the exception of

(a) a dramatico-musical work or an excerpt or excerpts from a dramatico-musical work performed by means of a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises or by means of a radio or television set used for the purpose of giving the public performance of broadcast programmes.

(b) a non-dramatic excerpt or excerpts from a dramatico-musical work, however performed;

- (aa) the total duration of which in the course of the same programme is twenty-five minutes or less and
- (bb) which excerpt or excerpts are not a potted version of the work; and/or
- (ii) the whole or any part of any music and of any words associated therewith composed or used for a ballet if accompanied by a visual representation of such ballet or part thereof with the exception of public performance of such whole or part if performed by means of
- (a) a cinematograph film made primarily for the purpose of public exhibition in cinemas or similar premises and/or
- (b) a television set used for the purpose of giving a public performance of broadcast programmes;
- (iii) any musical work specially written for a son-et-lumière production when performed in or in conjunction with that production;
- (iv) any musical work (being a musical work which is not a dramatico-musical work or part of a dramatico-musical work) specially written for a production of a dramatic work in a theatre when performed in or in conjunction with that dramatic work;
- (v) unless authorised in writing by IMRO or the copyright owner any musical work accompanied by any words other than those (if any) published or otherwise associated therewith by the copyright owner;
- (vi) unless authorised in writing by IMRO or the copyright owner any musical work with or without associated words in any adapted or rearranged form or in such manner as to produce parodied or burlesqued effects;
- (vii) any musical work, with or without associated words, in a dramatic form. A dramatic form shall be deemed to be created only by performance in a programme in which there is a distinct plot depicted by actors and where the story of the musical works and/or its associated words is woven into and carried forward the plot and its accompanying action (a dramatic form shall not for example be deemed to be created by the use of costumes, scenery and/or dance routine merely to provide an acceptable presentation of the work). For the purpose of this paragraph, the word actors shall include actor-singers, mimers and/or puppets.
- (viii) any words associated with a musical work or ballet if unaccompanied by the music thereof.

Date: 21 December 2005

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