



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
- Future Plans of ICLA
- 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 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 photocopy 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 photocopying.

## **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, 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 copying of 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
- 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)
- workbooks, 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 licence, post primary and primary licence Certificate and the Excluded List which are circulated to all schools on payment of the fee is attached APPENDIX D

A copy of the Higher Educational Licence, Higher Education Digital Extension and Licence Certificate is attached 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 bi-annual basis in February and July. 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 photocopy 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. 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.

## **Future Plans**

Currently ICLA licences copying from books, journals and periodicals on to paper and closed access intranet. These digital uses, download and closed access intranet, are now included in the business, higher education and post-primary licence.

The primary schools licence which is due for renewal in November 2011 extends the repertoire available to include scanning for use on Virtual Learning Environments, such as Moodle, under the licence rather than change the terms of the licence in any material way.

In the autumn of 2008 the repertoire covered by the digital uses was expanded to include US and UK published works through bilateral agreements. Digital bilaterals have also been signed with Canada, Australia, South Africa, France and Spain.

## **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 See attached list of mandating authors as at 11<sup>th</sup> September 2012 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, Malta, the Netherlands, New Zealand, Norway, 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

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

Fax: 01- 662 4213

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**

**Higher Education Digital Extension**

**Higher Education Licence Certificate**

**Primary and Post Primary Licence Terms and Conditions 2014 Edition**

**Excluded Works List**

IRISH COPYRIGHT LICENSING AGENCY LIMITED (“ICLA”)

TERMS AND CONDITIONS  
of  
HIGHER EDUCATIONAL LICENCE  
(2015 Edition with revisions of April 2016 and August 2017)

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RECITALS

- A. Subject only to limited exceptions, the Copyright and Related Rights Act 2000 (as amended) grants authors and publishers of literary works the right to authorise or prohibit the use of their works.
- B. ICLA represents authors and publishers. It grants licences to educational establishments to make certain uses of literary works.
- C. The licensing scheme of ICLA is certified under Statutory Instrument No. 514/2002, pursuant to the terms of Section 57 of the Copyright and Related Rights Act.<sup>1</sup>
- D. The terms and conditions of the ICLA licensing scheme for higher education establishments are set out below.

TERMS AND CONDITIONS

1. Interpretation

*“Authorised Persons” means all staff and students of the Licensee including 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, persons, including Distance Learners authorised by the Licensee to use the same using a secure code. It shall also include Emeritus Professors and other honorary staff and visiting academics and, solely in connection with quality assurance inspections, persons engaged in official research excellence assessments.*

*“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 unaltered electronic copy of a Work or part thereof.*

*“Distance Learner” means a student on a Course of Study designed to be studied away from the Premises. For the avoidance of doubt, the term expressly excludes persons participating in Massive Open Online Courses (MOOCs) and others not in receipt of direct tuition from the Licensee.*

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<sup>1</sup> Copyright and Related Rights (Certification of Licensing Scheme for Reprographic Copying by Educational Establishments) (The Irish Copyright Licensing Agency Limited) Order 2002. S.I. No. 514 of 2002.



“*Excluded Works*” means material contained in Works or categories of Works appearing on a List of Excluded Works published from time to time by ICLA.

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

“*ICLA Repertoire*” means a lawfully held copy of the Works described in the First Schedule, as updated from time to time and communicated to the Licensee by ICLA.

“*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 all or any of the following, subject, except in the case of (d) below, to the Licensee being the owner or lawful user of the material:

- (a) *Material Licensed for Photocopying*: Works licensed for photocopying only, as specified in Part 1 of the Schedule hereto.
- (b) *Material Licensed for Scanning and Digital Distribution*: Works originating in non-digital form licensed for scanning and digital distribution, as specified in Part 2 of the Schedule hereto.
- (c) *Digital Publications Licensed for Print and Digital Distribution*: Works originating in digital form, licensed for both print and digital distribution, as specified in Part 3 of the Schedule hereto.
- (d) *Website Material Licensed for Copying*: Works in the form of text and related still images on websites included in the ICLA Repertoire, as specified in Part 4 of the Schedule hereto.

*For the avoidance of doubt, “Licensed Material” does not include published material licensed separately for specific uses from the rightsholder or copied under existing copyright exceptions.*

“*Licensee*” means the higher 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, whether or not from within the Premises.

“*MOOC*” or “*Massive Open Online Course*” means a course of study made available over the internet without charge to a very large number of people aimed at unlimited participation and open access.

“*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.

“*To copy*” means to make or permit the making of any reproduction of Licensed Material by reprographic or digital means. “*Copying*”, “*a copy*” and “*copies*” shall be construed accordingly.

“*Premises*” means the premises 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.

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- (ii) 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;
- (iii) in the case of material that is not a conventional book, journal, or periodical, or is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that copying is limited to extracts that are equivalent to the limits set out above.

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(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 PROVIDED HOWEVER that Digital Copies may be held in so far as is necessary for technical back-up purposes.

(n) The making of Licensed Copies shall not directly or indirectly substitute for the purchase of original Licensed Material or the commissioning, reproduction, hire or any other use of an original artistic work within Licensed Material.

#### 4. Accessible Copies

(a) The provisions of this clause shall apply only where an Authorised Person by reason of visual impairment or other disability is unable to read or access an original publication or a Licensed Copy made under the provisions of this Licence.

(b) Notwithstanding the provisions of clause 3(b), the Licensee may make and supply an Accessible Copy of the entire or any part of a work or other materials comprising Licensed Material for the use of an Authorised Person, subject to the following conditions:

(i) the Licensee must be the owner or lawful user of an original copy of any work from which it makes an Accessible Copy;

(ii) the Licensee may only make an Accessible Copy of a work if and to the extent that such work is not commercially available in a form accessible to the Authorised Person for whom the Accessible Copy is made;

(iii) each Accessible Copy that exceeds the limits set out in clause 3(b) shall contain on the front thereof:

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(bb) the title, as well as the name of the author and publisher, of the original work and the published edition from which it is copied.

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The following conditions apply to the licence of the rental of Textbooks Licensed for Rental pursuant to clause 2(e) hereof:

- (a) The textbooks made available for rental shall be confined to books published by the publishers specified in Part 5 of the Schedule.
- (b) Rental shall be conducted in accordance with the Guidelines for Developing Textbook Rental Schemes in Schools published by the Department of Education and Skills.
- (c) Rental shall be confined to textbooks on the Primary or Post-Primary School Curriculum in the academic year in which the same are rented.

## **6. Excluded Works**

- (a) ICLA shall make available to the Licensee a list of Excluded Works, and shall notify the Licensee from time to time of any changes made thereto.
- (b) ICLA shall be entitled, on giving three months' notice to the Licensee, to remove a work, or category of work, from the Licensed Material, provided that if a work has already been copied it can remain on the Licensee's Intranet for the remainder of the relevant academic year, but no further print copies may be made.

## **7. Duration**

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

## **8. Licence Fee**

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

## **9. Information, Records and Surveys**

- (a) The Licensee shall comply with the record-keeping procedures approved from time to time by ICLA, and shall make its records available to ICLA upon request.
- (b) The Licensee shall permit ICLA to attend at the premises by arrangement from time to time (but no more often than once per year) for the purpose of carrying out an audit of copying of Licensed Material made over a one-week period.
- (c) The Licensee shall warrant and undertake, and it is a condition of the grant of a Licence that all information supplied to ICLA for the purpose of the Licence is true and accurate, to the best of the Licensee's knowledge, information and belief.
- (d) Unless compelled by a competent legal authority, ICLA undertakes not to disclose any information supplied to it by the Licensee under the terms of this clause, other than information in aggregated form, from which the licensee may not be identified.

## **10. Copyright Notices**

The Licensee shall use its best endeavours to ensure that:

- (a) A notice in a form approved by ICLA is displayed beside every photocopier and scanner at the Premises stating the limits of copying permitted under this Agreement, and by law;
- (b) The name of the author and publisher appears on the first page of each print copy made of Licensed Material.
- (c) A notice containing at least the identity of the author or creator of the literary or artistic work and the title of the work from which it is made is displayed on every Digital Copy, provided that where the material already contains a copyright notice placed by a rightsholder on a document, the Licensee may not remove it but shall not be required to add a further notice to the Digital Copy.

## **11. 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 issued from time to time by ICLA.

## **12. 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.

## **13. 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 10 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 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.

## **14. 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.

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

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

#### **16. 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 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.

#### **17. Assignment**

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

#### **18. Variation**

No variation of the terms of the Licence shall be effective or binding unless the same shall be in writing and signed by the party against whom it is sought to enforce the variation.

#### **19. Arbitration**

Any dispute between the parties to the Licence concerning any aspect thereof may be referred by either party to the decision of the Controller of Patents Designs and Trade Marks (if empowered to determine such dispute) and otherwise to an arbitrator nominated for the President for the time being of the Irish Business and Employers Confederation.

#### **20. Governing Law**

The Licence agreement shall be governed by the laws of Ireland.



**SCHEDULE**  
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  - Newspapers published as digital originals and their related websites in Ireland [opted in publications in all countries for which there is a relevant digital bilateral]
- EXCLUDING:** Excluded works advised from time to time by ICLA

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UK Newspapers

**Part 5 Textbooks Licensed for Rental**

Textbooks published by the following publishers:

Celtic Press, educate.ie, The Educational Company of Ireland, CJ Fallon, Folens Publishers,

Forum Publications, Gill & Macmillan, An Gúm, Mentor Books, Prim-ed, Veritas

**EXCLUDING:** Workbooks



**The Irish Copyright Licensing Agency**

# EXCLUDED WORKS LIST

With effect from September 2014

## **The ICLA Licence allows you to copy for immediate use:**

- Up to 5% or one chapter (whichever is the greater) of a book, published in the countries listed below 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.
- The whole or part of one article from a journal or periodical or newspaper issue published in the countries listed below.
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Print books, journals and magazines published in the following countries are covered for photocopying by the licence: Ireland, the UK, Australia, Austria, Belgium, Canada (including Quebec), Denmark, France, Germany, Greece, Iceland, Italy, Japan, Lichtenstein, the Netherlands, New Zealand, Norway, South Africa, Spain, Switzerland, Taiwan and the USA; a list of the US publishers covered by the licence is published from time to time by ICLA at [www.icla.ie](http://www.icla.ie).

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The licence does not cover the excluded works listed below and updated on [www.icla.ie](http://www.icla.ie) by Irish publishers:

- Examination papers published by the Educational Company of Ireland [Junior and Leaving Certificate]
- National Dairy Council – all publications
- The North Western Health Board – all publications
- Central Statistics Office – all publications
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- ICS SKILLS – all publications
- Church of Ireland Board of Education – all except *Follow Me* programme
- McKeon Murray (MKM) Business Training Services – all publications
- The Irish Farmer's Handbook
- *Technical Graphics* by Denis O'Connor, published by the Educational Company

- of Ireland  
• Plus Publications – *Français Plus*

In respect of works published in the UK, the licence does not cover the excluded categories and excluded works detailed on the list available at [http://www.cla.co.uk/licences/excluded\\_works/excluded\\_categories\\_works](http://www.cla.co.uk/licences/excluded_works/excluded_categories_works)

The licence overrides the “all rights reserved” prohibition to copy notice in the front of all copyright material, but permission to copy excluded items or quantities in excess of the stated limits should be sought from the individual publisher on each occasion.

## Tariff Sheet for Educational Licence

Primary Schools	€2 per pupil for a three-year licence period plus VAT <sup>1</sup> .
Post-primary Schools	€2 per pupil per annum plus VAT <sup>2</sup> .
Third Level Institutions	€6 per full-time student per annum plus VAT. €3 per part-time student per annum plus VAT. <sup>3</sup>

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<sup>1</sup> Subject to an agreement with the Board of Management of Primary Schools to abate the charge in the current licensing period, ie: the academic years 2014 – 2017, to a sum of 0.75 cent plus VAT;

<sup>2</sup> Subject to an agreement with the Board of Management of Post Primary Schools to abate the charge in the current licensing period, ie: the academic year 2014 – 2017, to a sum of 0.62 cent plus VAT;

<sup>3</sup> This fee is based on the results of the Copyright Tribunal in the UK in relation to Higher Education Licences.



## LICENCE CERTIFICATE (Primary Institutions)

**Issued by the Irish Copyright Licensing Agency Limited.**

The Irish Copyright Licensing Agency Limited hereby grants to the Licensee named hereunder a Licence to copy certain material protected by copyright, at the premises and during the term specified hereunder, subject to the ICLA Terms and Conditions of Primary & Post-primary Educational Licence (2011 Edition), which have been furnished to and accepted by the Licensee.

Silvia Rosenstock

SIGNED on behalf of the  
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# 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



# About the Mechanical Copyright Protection Society Ireland (MCPSI) licence for schools

If you are producing CDs and DVDs containing music in your school, then you may need to obtain a licence.

## The Schools Limited Manufacture Licence (SLML)

The music rights organisation MCPSI offers a licence for their music rights, which can be obtained via their agent the Irish Copyright Licensing Agency (ICLA). This makes it quick and easy to get a licence.

The specially designed licence for schools grants you permission to legally use any music, within their repertoire, in products such as DVDs, CDs and videos. Their music spans all genres and contains millions of songs, including those of many commercial artists.

## What does the licence allow my school to do?

The SLM licence provides your school with 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
- student films containing music

These items can be given away for free or sold by the school to students, family or friends.

## Are there any restrictions on the Licence?

- The licence permits up to 120 minutes of music per product.
- The licence permits no more than two songs from any one artist.

There are some uses of music that are excluded from this licence. The following examples are a non-exhaustive list of the types of things containing music that are excluded from this licence.

- Promotional/training materials – any products that could be deemed promotional, such as a school prospectus DVD or materials used for teacher training would require prior approval from the rightholders.
- Grand Rights – productions such as a musical theatre play, ballet or opera where characters and storylines are depicted will require a 'Grand Rights' licence to be obtained directly from the rightholders.
- Copying for broadcast or public performance – for example, instructors copying music to use in their exercise classes.



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# Grand Rights Guide

## What are Grand Rights?

Grand Rights are the rights associated with music performed with, or as part of, a dramatic work. A Grand Rights licence is required for the performance or the recording of any copyright dramatico-musical works. A dramatico-musical production includes ballets, operas, operettas, musicals and musical plays.

A Grand Rights licence can be obtained directly from the publisher of the work.

Performance rights for plays (with no music) can be obtained through the Drama League of Ireland.



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# Application for a Schools Limited Manufacture Licence

Period of Licence: From \_\_\_\_\_ to \_\_\_\_\_

<b>Licensee ID:</b>	
<b>Name of School:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>Roll Number:</b>	

Number of Copies	Fee	VAT	Annual Licence Cost	Please indicate number of copies
1 – 50	€27	€6.21	€33.21	
51 – 100	€45	€10.35	€55.35	
101 – 250	€80	€18.40	€98.40	
251 – 500	€134	€32.82	€164.82	
501 – 750	€187	€43.01	€230.01	
751 – 1000	€232	€53.36	€285.36	

I hereby apply for a Licence permitting the above named educational institution and those employed by it or acting on its instructions 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.

I note that the terms and conditions of the Licence are those set out in the “MCPSI *Schools Limited Manufacture Licence Standard Terms (2017 Edition)*” published by the Irish Copyright Licensing Agency CLG. I confirm that I am authorised to bind the above-named educational institution to acceptance of those terms.

Signed \_\_\_\_\_  
Principal/Proprietor

Please tick EFT  Cheque

For Electronic Fund Transfer Payments please use your Licence ID as reference.

IBAN: **IE63 BOFI 9000 3382 3249 64**

BIC: **BOFIE2D**

BANK: **Bank of Ireland, 6 O’Connell Street Lower, Dublin 1**

Cheques to be made payable to *The Irish Copyright Licensing Agency*

Please return to:



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63 Patrick Street, Dún Laoghaire, A96 WF25, Co. Dublin  
T: 01 662 4211 E: info@icla.ie W: www.icla.ie





## Schools Limited Manufacture Licence

### LICENCE CERTIFICATE

Educational Institution

Issued by the Irish Copyright Licensing Agency CLG.

The Irish Copyright Licensing Agency CLG, on behalf of Mechanical Copyright Protection Society Ireland Limited, hereby grants to the Licensee named hereunder a Licence to copy certain material protected by copyright, at the premises and during the term specified hereunder, subject to the ICLA Standard Terms of the **Schools Limited Manufacture Licence** which have been furnished to and accepted by the Licensee.

**Name of Educational Institution:** ("the Licensee")

**Address:** ("the Premises")

**Licensee ID:**

**Period of Licence:**

**Date of Issue:**

**Fee Paid:**

Samantha Holman

SIGNED on behalf of the  
Irish Copyright Licensing Agency CLG

Note: This Licence Certificate should be kept safely. A new Licence Certificate will issue annually to the Licensee, on payment of the annual Licence Fee

# MCPSI Schools Limited Manufacture Licence

## Standard Terms

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.

### 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.

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

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

**“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 “MCPSI”) 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,



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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;



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- (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 [info@icla.ie](mailto:info@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 [info@icla.ie](mailto:info@icla.ie) to arrange an alternative licence.

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

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

3.6 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.

3.7 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;



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- (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.

3.8 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;



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- (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 Submitting the Application Form is an offer by you to purchase a Licence from us. Subject to Clause 4.1.3, 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.

4.2 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.

4.3 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 30 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 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.

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

7.2 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.

7.3 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.

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

7.5 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.

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



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# Schools Printed Music Licence

The Schools Printed Music Licence (SPML) provides annual blanket permission to copy and reuse content from printed music. This would cover activities such as:

- making photocopies and scans from printed music
- using score-writing software programmes to arrange printed music
- making notations by hand on copies of printed music
- sharing printed music on a school VLE

This licence is offered in co-operation with Printed Music Licensing Ltd (PMLL) UK.

## Price structure

\*Prices are inclusive of VAT @ 23%

Enrolment Size	Annual Licence Cost*
1 – 50	€15
51 – 100	€25
101 – 200	€40
201 – 300	€58
301 – 400	€77
401 – 500	€95
501+	€113



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# About the Schools Printed Music Licence

The Schools Printed Music Licence (SPML) provides annual blanket permission to copy and reuse content from printed music. The licence can be obtained from the Irish Copyright Licensing Agency (ICLA) who are agents of Printed Music Licensing Ltd (PMLL) UK.

## What does the licence allow my schools to do?

- Schools can make copies for use in connection with school activities, that is activities carried out by or on behalf of the school, including curricular and extra-curricular activities.
- Schools can copy entire works of printed music scores that they own (limited to 10% of the items in an anthology).
- Schools can adapt musical works for performance by the instrumental and vocal resources available to the school.
- Copies can be made by photocopying, scanning or using score writing software.
- Scanned copies can be made available on a VLE.

## What are the benefits of the licence?

- No need to ask individual publishers for permission each time you want to copy music scores.
- You can be sure that you are authorised to make the copies and arrangements you want.
- Allows flexible use of the printed music that your school already owns.
- Requires only minimal administration effort – convenient and cost effective.

## Are there any restrictions on the Licence?

Please be aware that there are a few exceptions to the cover outlined above.

- Some specific titles are excluded and are listed on the ICLA website ([www.icla.ie](http://www.icla.ie)).
- Choral leaflets are an excluded category.
- Anthologies and multi-movement choral works have an extent limit of 10%.
- Music used for collective Christian worship is not included in the SPML.



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# Application for a Schools Printed Music Licence

Period of Licence: From \_\_\_\_\_ to \_\_\_\_\_

<b>Licensee ID:</b>	
<b>Name of School:</b>	
<b>Address:</b>	
<b>Contact Name:</b>	
<b>Telephone Number:</b>	
<b>Email Address:</b>	
<b>Roll Number:</b>	

Enrolment Size	Fee	VAT	Annual Licence Cost*	Please indicate enrolment size
1 – 50	€12.20	€2.80	€15	
51 – 100	€20.33	€4.67	€25	
101 – 200	€32.52	€7.48	€40	
201 – 300	€47.20	€10.80	€58	
301 – 400	€62.60	€14.40	€77	
401 – 500	€77.24	€17.76	€95	
501+	€91.87	€21.13	€113	

I hereby apply for a Licence permitting the above named educational institution and those employed by it or acting on its instructions to make licenced copies or arrangements of Musical Works, and to distribute to school members.

I note that the terms and conditions of the Licence are those set out in the “*Schools Printed Music Licence Standard Terms (2017 Edition)*” published by the Irish Copyright Licensing Agency CLG. I confirm that I am authorised to bind the above-named educational institution to acceptance of those terms.

Signed \_\_\_\_\_  
Principal/Proprietor

Please tick EFT  Cheque

For Electronic Fund Transfer Payments please use your Licence ID as reference.

IBAN: **IE63 BOFI 9000 3382 3249 64**

BIC: **BOFIE2D**

BANK: **Bank of Ireland, 6 O’Connell Street Lower, Dublin 1**

Cheques to be made payable to *The Irish Copyright Licensing Agency*

Please return to:



**Irish Copyright Licensing Agency,**  
63 Patrick Street, Dún Laoghaire, A96 WF25, Co. Dublin  
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**Schools Printed Music Licence**

**LICENCE CERTIFICATE**

**Educational Institution**

**Issued by the Irish Copyright Licensing Agency CLG.**

The Irish Copyright Licensing Agency CLG, on behalf of Printed Music Licensing Limited, hereby grants to the Licensee named hereunder a Licence to copy certain material protected by copyright, at the premises and during the term specified hereunder, subject to the ICLA Standard Terms of the **Schools Printed Music Licence** which have been furnished to and accepted by the Licensee.

**Name of Educational Institution:** ("the Licensee")

**Address:** ("the Premises")

**Licensee ID:**

**Period of Licence:** From to

**Date of Issue:**

**Fee Paid:** € + € (VAT@23%)

Samantha Hobman

SIGNED on behalf of the  
Irish Copyright Licensing Agency CLG

Note: This Licence Certificate should be kept safely. A new Licence Certificate will issue annually to the Licensee, on payment of the annual Licence Fee

# Schools Printed Music Licence Standard Terms

## 1 CONTRACTING PARTIES

This Licence records the standard terms on which Irish Copyright Licensing Agency CLG (ICLA), as agent for Printed Music Licensing Ltd UK (PMLL), grants licences to Schools in the Republic of Ireland on the following terms and conditions.

## 2 LICENCE

Subject to the terms and conditions set out in this Licence and in consideration of the payment of the Licence Fee, the Licensee is granted the following non-exclusive rights, exercisable during each Licence Year for which the Licence remains valid:

- a) to make, or permit the making of, Licensed Copies on the School Premises or via the Secure Network;
- b) to make, or permit the making of, Arrangements of Musical Works;
- c) to distribute, and to permit the distribution of, Licensed Copies to School Members.

## 3 PAYMENT AND LICENSEE OBLIGATIONS

### 3.1 Payment

The Licence Fee is payable within 30 days of receipt of an invoice from ICLA.

### 3.2 Credit

All Licensed Copies made under this Licence must be annotated as follows:

“Copy made on dd/mm/yyyy (date to be added) under SPML Licence for use at [name of school and roll number to be inserted here]”

All Arrangements made under this Licence must be annotated with the title of the Musical Work, the name of the composer of the Musical Work and the name of the author of any associated lyrics, the name of the arranger and a note as follows:

“Arrangement made under SPML Licence for use at [name of school and roll number to be inserted here]”

## 4 LIMITATIONS AND EXCLUSIONS

- 4.1 Licensed Copies and Arrangements must be made by members of staff or teachers employed either by the Licensee or by the local music service or teachers engaged on a self-employed basis and not by pupils.
- 4.2 The making of Licensed Copies shall not directly or indirectly substitute for the purchase of Printed Music Publications or for the commissioning, reproduction hire or any other use of Printed Music Publications or underlying Musical Works and associated words or lyrics. The School must own at least one original Source Copy of the Printed Music Publication or a paper Source Copy provided by or made under licence directly from the publisher of any Printed Music Publication in order to exercise any of the rights granted under this Licence in respect of the said Printed



Music Publication or Musical Work and or associated words or lyrics. For the avoidance of doubt this Licence does not permit the copying of Printed Music Publications made available on hire or borrowed from a library, other than a library owned by the Licensee.

- 4.3 The Licensee must limit the number of Licensed Copies to one Licensed Copy for each School Member in the class or group for which those Licensed Copies are intended.
- 4.4 The Licensee must not make Licensed Copies for the purposes of individual vocal or instrumental teaching.
- 4.5 The Licensee must not make copies of more than ten percent (by number of items) of the individual pieces of music in a published Anthology or multi movement vocal score. If there are fewer than ten individual pieces of music in an Anthology or multi movement vocal score the Licensee may only make copies of one of them.
- 4.6 Licensed Copies may be used only by School Members as part of School activities and not for the private purposes of School Members or anyone else.
- 4.7 For the avoidance of doubt Excluded Printed Music Publications are wholly excluded from the scope of this Licence and the rights granted under this Licence may not be exercised in respect of those. A list of the Excluded Printed Music Publications is provided on ICLA's website.
- 4.8 Arrangements made under this Licence are authorised subject to the following specific conditions:
  - 4.8.1 Arrangements must be made for primarily practical reasons such as a change of instrumentation or key to make the Musical Work performable by the Licensee's instrumental or vocal resources;
  - 4.8.2 Arrangements should not change the character of the Musical Work and must not parody the Musical Work or treat the Musical Work in a derogatory way;
  - 4.8.3 Arrangements may only be used by the Licensee. They may not be passed on to other schools or anyone else;
  - 4.8.4 Ownership of any Arrangement made under this Licence is automatically assigned to the owner of the Musical Work arranged and on request the Licensee must provide to the owner of the Musical Work in a form prescribed by them a written assignment of all the rights in any such Arrangement;
  - 4.8.5 The Licensee will immediately cease using and will destroy all copies of any Arrangement which ICLA notifies the Licensee in writing has been objected to by the relevant author or composer;



- 4.8.6 Arrangements may be recorded in any form from which Licensed Copies may be created in accordance with the terms hereof, but must include prominently at the top of the first page an appropriate copyright notice in respect of the Musical Work of which it is an Arrangement and the name of the arranger;
- 4.8.7 The Licensee must not adapt or otherwise change any lyrics;
- 4.8.8 The Licensee must submit a pdf of the full score of the Arrangement by email to [arrangements@printmusiclicensing.co.uk](mailto:arrangements@printmusiclicensing.co.uk).
- 4.9 The Licensee must not lend, sell or hire out Licensed Copies.
- 4.10 Licensed Copies made and / or stored digitally whether by scanner or by entry into music notation software or by any other means must only be made available to School Members permitted by the Licensee to have access to the Secure Network and must be deleted at the end of the academic year in which the Licensed Copy was created.
- 4.11 The copying of hymns and worship songs used in collective worship is excluded from this Licence.
- 4.12 The License does not apply to and specifically excludes Choral Leaflets.
- 4.13 The Licence does not apply to any book, journal, magazine or other printed or digital publication unless the publication consists primarily of Printed Music publications. For the avoidance of doubt: publications which may be included in other licences issued by ICLA are not covered by this Licence.
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- 4.15 While Licensed Copies may be used in public performances the Licence does not authorise the public performance, broadcast, making available or recording of any music (including putting recordings on any website) for which the Licensee must ensure that it has the appropriate licences in place before undertaking any of these activities.
- 4.16 Paper Licensed Copies made in any academic year must be destroyed at the end of that academic year.

## 5 LICENCE MANAGEMENT

- 5.1 Any notice required by this Licence shall, unless otherwise specified, be in writing and sent by first class post, in the case of the Licensee to the address shown on the Certificate (or any address notified by the Licensee to ICLA) and in the case of ICLA to 63 Patrick Street, Dun Laoghaire, Co Dublin and shall be deemed to have been





served on the second working day (which shall exclude weekends and Irish public holidays) following the date of posting.

- 5.2 This Licence is personal to the Licensee, relates only to the School and cannot be assigned.
- 5.3 This Licence shall be governed under Irish law and the parties submit to the exclusive jurisdiction of the Irish courts.
- 5.4 Given reasonable notice the Licensee will allow ICLA to enter the Licensee's premises to review the implementation of the Licence by the Licensee and its compliance with its terms and to inspect the procedures the Licensee uses when applying the Licence.
- 5.5 The Licensee will explain the terms of this Licence to its staff, particularly those with responsibility for reprographic equipment, and will require them to comply with these terms.
- 5.6 The Licensee shall appoint a member of staff as an ICLA Licence Co-ordinator to liaise with ICLA in connection with the administration and implementation of the Licence.

## 6. DATA COLLECTION

- 6.1 ICLA may, no more than once in each year, require the Licensee to participate in a data collection exercise; the information obtained will assist ICLA to identify what Licensed Copies are being made for the distribution of Licence Fees to music publishers and writers.
- 6.2 The data collection exercise may, without limitation, take the form of a survey or an online reporting exercise in accordance with ICLA's data reporting requirements or a combination thereof.
- 6.3 If selected by ICLA to participate in a data collection exercise, the Licensee shall cooperate with ICLA and provide all reasonable assistance to ICLA in accordance with ICLA's data reporting requirements. The Licensee undertakes to ensure that its employees comply with its obligations under this clause.
- 6.4 ICLA undertakes not to disclose any information obtained as a result of any data collection except:
  - 6.4.1 as required by a court or other authority of competent jurisdiction; or
  - 6.4.2 in aggregated form from which the identity of the Licensee cannot directly be identified; or
  - 6.4.3 as required to enable PMLL to distribute the Licence Fees to music publishers and authors.
- 6.5 Any survey or record-keeping exercise must include all Licensed Copies.



## 7 INDEMNITY

- 7.1 If the Licensee receives in writing a claim from a rights owner that the Licensee has infringed copyright in any Printed Music Publication or typographical arrangement by producing Licensed Copies thereof or Arrangements of the underlying Musical Work and if the Licensee has complied with all of the terms and conditions of this Licence, and has notified ICLA in writing within 10 days of receiving the claim or, in the case of a Claim Form within 5 days of the same having been received, ICLA will take over responsibility for defending such a claim and will bear all costs ICLA incurs in connection with such negotiations and/or defence.
- 7.2 Provided that ICLA has been permitted to take over all negotiations and/or responsibility for defending such claim in accordance with clause 7.1 above unimpeded by the Licensee ICLA will indemnify the Licensee in respect of all reasonable legal costs and expenses approved by ICLA prior to being incurred and damages awarded against the Licensee to the extent of an award of a court of competent jurisdiction or a settlement entered into with the prior written approval of ICLA.

In dealing with such a claim the Licensee must not make any admissions or offer payment and must ensure that all correspondence relating to the claim is passed to ICLA immediately on receipt.

## 8 CANCELLATION AND BREACH

- 8.1 This Licence shall run for the academic year (September to August) for which it is purchased and shall be deemed cancelled if not renewed.
- 8.2 Should the Licensee commit any material breach of any of the terms and conditions of this Licence and remain in such breach 14 days after receiving notice to remedy the same (where the breach is remediable) then ICLA, without prejudice to any of its other rights, may either terminate or suspend the terms of the Licence until ICLA shall be satisfied such breaches will not recur.
- 8.3 If ICLA or the Licensee cancel this Licence at the end of any Licence Year pursuant to clause 8.1 the Licensee must cease making new Licensed Copies and Arrangements at the end of that Licence Year and must destroy all Licensed Copies and Arrangements made under this Licence, including the permanent deletion from storage devices of all digital copies, within 14 days thereafter. In the event that this Licence is cancelled by ICLA pursuant to clause 8.2 during the Licence Year all Licensed Copies or Arrangements made under this Licence must be destroyed and deleted from storage devices immediately.



# Definitions

Anthology	A printed collection of musical works, usually by several composers, selected from a particular repertoire
Arrangement	An arrangement of a Musical Work made for performance by a particular combination of instruments and/or voices and expressed in graphic form such as a score or a set of parts. The score or set of parts may be handwritten or entered into a music notation software programme (such as Sibelius or Finale) or a Digital Audio Workstation (such as Logic or Cubase)
Certificate	The Certificate issued by ICLA to confirm the issue of the Licence to the Licensee
Choral Leaflet	A Printed Music Publication of 32 pages or fewer with a paper cover and containing one or more Musical Works composed for choral vocal parts with or without accompaniment
ICLA	The Irish Copyright Licensing Agency CLG
ICLA's website	<a href="http://www.icla.ie">www.icla.ie</a> or such other site as may be notified to the Licensee
Excluded Printed Music Publications	Any Printed Music Publication listed as being excluded from the Agreement as shown on ICLA's website
Individual Vocal or Individual Instrumental Teaching	The teaching of instrumental or vocal technique and/or interpretative skills with the purpose of improving the ability of individual pupils either on a one to one basis or with groups of pupils
Licence	The Licence granted by Clause 2
Licence Fee	The appropriate fee of the School calculated by reference to the Tariff Sheet
Licence Period	The year commencing 1 <sup>st</sup> September and ending 31 <sup>st</sup> August
Licensed Copy	(1) a photocopy of a Printed Music Publication or of an Arrangement or (2) a handwritten copy of a Printed Music Publication or an Arrangement and any associated words or lyrics or (3) a copy of a Printed Music Publication or of an Arrangement produced by entry into a music notation computer software programme and then printed or (4) a photocopy of such a handwritten copy (referred to at (2) above) or copy printed from music notation software (referred to at (3) above) or (5) a copy of (1) – (4) above which is produced by a computer scanner and then printed or (6) an acetate copy of (1) – (4) above
Licensee	Any School in respect of which the Licence Fee has been paid
Musical Works	Musical works as defined by the Copyright & Related Rights Act 2000 (as amended) embodied in the Printed Music Publications
Printed Music Publication	Published editions being graphic representations of Musical Works and/or any associated words or lyrics, printed on paper, including musical scores and/or parts, diagrammatic representations, tablature and other ways of representing musical sound and any editorial notes, historical notes or commentaries or other text included in the said published editions. For the avoidance of doubt this does not include Excluded Printed Music Publications or sound recordings neither does it include publications which are made available digitally and subsequently printed by any person
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School	An educational institution within the Republic of Ireland providing either primary or secondary education and having a roll number but excluding, for the avoidance of doubt, language schools
School Premises	Building or buildings owned or leased by a School and used for teaching purposes, including a School's own hall or theatre
Secure Network	A network (whether a standalone network or a virtual network within the Internet) which is only accessible to those School Members who are approved by the Licensee for access to the Secure Network, whose identity is authenticated at the time of login (and periodically thereafter) in a manner consistent with current best practice, and whose conduct is subject to regulation by the Licensee
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