

MCPSI LICENCE

For

Digital Audio Radio Broadcast Services

NAME OF LICENSEE															
COMPANY REGISTRATION NUMBER															
REGISTERED ADDRESS OF LICENSEE															
LICENSED SERVICE															
LAUNCH DATE															
ROYALTY FEES	(“the Royalty Fee”)														
<p>SPECIAL CONDITIONS*:</p> <p>The terms and conditions (“the Terms”) attached to this cover sheet shall be amended as follows:</p> <p>1 “Royalty Fee”</p> <p>In consideration of the license granted under this Agreement, the Licensee shall pay to the Licensors</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; text-align: center;"> <thead> <tr style="background-color: #cccccc;"> <th style="padding: 5px;">Annual Broadcasting Revenue</th> <th style="padding: 5px;">Royalty Fee</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Up to €191,713</td> <td style="padding: 5px;">€105</td> </tr> <tr> <td style="padding: 5px;">From €191,714 to €479,281</td> <td style="padding: 5px;">€316</td> </tr> <tr> <td style="padding: 5px;">From €479,282 to €1,241,570</td> <td style="padding: 5px;">€789</td> </tr> <tr> <td style="padding: 5px;">From €1,241,571 to €2,483,145</td> <td style="padding: 5px;">€2114</td> </tr> <tr> <td style="padding: 5px;">From €2,483,146 to €5,751,374</td> <td style="padding: 5px;">€3172</td> </tr> <tr> <td style="padding: 5px;">Above €5,751,375</td> <td style="padding: 5px;">€7400</td> </tr> </tbody> </table>		Annual Broadcasting Revenue	Royalty Fee	Up to €191,713	€105	From €191,714 to €479,281	€316	From €479,282 to €1,241,570	€789	From €1,241,571 to €2,483,145	€2114	From €2,483,146 to €5,751,374	€3172	Above €5,751,375	€7400
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2 Termination and Expiry

- ~~2.1~~ This Agreement shall continue on a rolling basis until terminated by either party in accordance with the terms of this licence;
- 2.2 This Agreement may be terminated by either party by the terminating party giving the other party not less than three calendar months notice in writing.
- 2.3 Each party shall have the right to terminate this Agreement by notice forthwith where the other party:
- a. commits a material breach of this Agreement which is capable of remedy and fails to remedy such breach within 14 clear days after receipt of notice of such breach; or
 - b. commits a material breach of this Agreement which is not capable of remedy; or
 - c. the other goes into receivership or any resolution is passed for its winding-up, examinership or liquidation (other than for the purposes of reconstruction or amalgamation) or is otherwise unable to pay its debts

and, for the avoidance of doubt, any breach which consists of a failure by either party to perform an obligation under this Agreement within any period required or by any date specified under this Agreement shall be deemed to be capable of remedy if such obligation is performed by such party within the 14 day remedy period specified in clause 2.3(a) above.

*For the avoidance of doubt, any special conditions included in this section, override the attached terms and conditions to the extent there is any conflict.

Signed on behalf of the Licensee:

_____ **Date:** _____

Signed on behalf of the Mechanical-Copyright Protection Society Ireland Limited (“MCPSI”) of Copyright House, Pembroke Row, off Lower Baggot Street, Dublin 2 contracting for and as agent on behalf of MCPS and for and on behalf of and as agent of the various members and affiliated Societies of MCPS:

_____ **Date:** _____

Licence Agreement between the

MECHANICAL COPYRIGHT PROTECTION SOCIETY (IRELAND) LTD.
Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2

and

NAME OF LICENSEE, Registered in Ireland No. XXXXX, ADDRESS OF LICENSEE

DEFINITIONS

MCPS:	Mechanical Copyright Protection Society (Ireland) Ltd.
THE LICENSEE:	LICENSEE
COMMENCEMENT DATE:	ENTER DATE
DURATION OF AGREEMENT:	ROLLING LICENCE
THE WORKS:	Production Music Works and the associated Production Music Sound Recordings of the said work, the copyright in which subsists in the members of MCPS a list of whom is annexed hereto.
RADIO	Radio station broadcasting on Digital Audio Broadcast or any iteration of same, cable, satellite including simulcasts.

TERMS OF THE AGREEMENT

In consideration of sum as outlined under Royalty Fees above and payable in advance:

1. MCPS hereby grants to the Licensee a non-precedential experimental licence from the commencement date for the duration of this agreement to make recordings of our members Production Music Works and the associated Production Music Sound Recordings solely, for the purpose of dubbing into commercial advertisements produced in-house and only to be broadcast by the licensee.
2. MCPS hereby grants to the licensee a license from the commencement date for the duration of this agreement to make recordings of our members' musical works solely, for the purpose of dubbing onto audio programmes only to be broadcast by the Licensee and trailers for these programmes specifically.
3. MCPS hereby grants to the licensee a licence from the commencement date for the duration of this agreement to make recordings for the purpose of simultaneous broadcast of programming containing recordings of our members' works via a website controlled solely by the licensee.
4. MCPS hereby grants to the licensee a licence from the commencement date for the duration of this agreement to make recordings for the purpose of simultaneous broadcast of our members' Production Music Works and the associated Production Music Sound Recordings as dubbed into commercial advertisements produced in-house via a website controlled solely by the licensee.
5. The licensee hereby agrees to complete notification forms containing a full and accurate account of our members Production Music Works and the associated Production Music Sound Recordings as dubbed into commercial advertisements produced in-house and only to be broadcast by the Licensee and to return them to the MCPS within 10 working days of the end of each calendar month.
6. The licensee agrees to ascertain and to use all reasonable means to satisfy themselves that commercial advertisements broadcast on behalf of any third party have been lawfully dubbed and that a licence has been obtained for the dubbing of the music from the copyright owner or their

Mechanical Copyright Protection Society (Ireland) Ltd.,
Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2
Telephone : 0 1 661 4844 Email: mechanicals@imro.ie

agents.

7. An authorised representative of the MCPS shall have a right to enter upon the licensee's premises during normal business hours and to inspect any accounts or memoranda, or any document whatsoever relating to the use of copyright material in order to ensure compliance with this agreement.
8. Nothing in this agreement shall prejudice either party in relation to existing or proposed legislation.
9. MCPS hereby reserves the right to terminate this agreement in the event of any material breach of the foregoing terms by the licensee.

LICENCE EXCLUSIONS

1. Nothing in this agreement shall be construed as granting or implying a licence:
2. for the public performance of any musical work or production music work, a licence for which must be obtained from the Irish Music Rights Organisation;
3. to record musical work other than a production music work into a commercial advertisement for broadcast on the station;
4. to record a musical work other than a production music work into a sponsorship message for broadcast on the station;
5. to make, cause or permit to made any parodied or burlesqued versions of any work or any part thereof except with the prior written consent of the copyright owners or their agents;
6. to reproduce the lyrics or musical notation of a work in graphic form.
7. All rights in the works and Production Music Works and Production Music Sound Recordings other than those specifically herein granted are reserved.
8. Nothing in this agreement shall impose liabilities on the MCPS in respect of works in which they do not own or control the mechanical rights for the purpose of this agreement.
9. Nothing in this agreement shall affect the moral rights of any author or composer arising under legislation for the time being in force in any country.

PROPER LAW

The proper law of this agreement shall be the law of Ireland and the courts of the Republic of Ireland shall have exclusive jurisdiction in relation to same.

AS WITNESS the hand of the parties hereto:

SIGNED BY for and on behalf of the MECHANICAL COPYRIGHT PROTECTION SOCIETY
(IRELAND) LTD.

In the presence of _____

SIGNED BY for and on behalf of ENTER BROADCASTER NAME

In the presence of _____ DATED _____