

## Details of the Scheme

ICLA is a clearing centre that provides collective licences on behalf of writers, visual artists (still images) and publishers. ICLA enables both individuals and organisations, (including educational establishments, universities, businesses, professional firms, government departments and public bodies) to comply with copyright law, by acting as a single source for the authorisation of copying of extracts of material.

### Educational Licences

Tariff Sheet Education Licences

Higher Education Licence

Further Education Licence

Post Primary Education Licence

Primary Education Licence

Schools Limited Manufacture Licence

### Business Licence

Tariff Sheet Business Licence

Business Licence and Licence Certificate

# Educational Licences

## Tariff sheet

Level	Fee per student	Licence Period
Primary schools	€0.55 plus VAT	2024 – 2025
	€0.55 plus VAT	2025 – 2026
Post-primary schools	€1.48 plus VAT	2024 – 2025
	€1.72 plus VAT	2025 - 2026
Further Education Levels 1-4	€1.48 plus VAT	2024 – 2025
	€1.72 plus VAT	2025 – 2026
Further Education Levels 5-6	€2 plus VAT	2024 – 2025
	€2 plus VAT	2024 – 2025
Higher Education	€4.75 plus VAT	2024 – 2025
	€5.00 plus VAT	2025 – 2026

# Terms & Conditions of Educational Licence

Higher Education, September 2020

## Introduction

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

## Terms and conditions

### 1. Interpretation

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

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

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

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

- I. books, journals, magazines, newspapers and other serial publications available in print or digital form, including via the Internet, and Associated Still Images therein; and
- II. text and Associated Still Images of value for the educational purposes of the Licensee, found on websites, blogs and other platforms accessible via the Internet PROVIDED the Copying and Communication of the material is not prohibited by the terms and conditions of use of the website, blog or platform and the use by the Licensee does not involve breaching a technological protection measure (such as a paywall) or other copyright infringement. “Licensee” means the Educational Establishment specified on the Licence Certificate in respect of which the Licence Fee has been paid.

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

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

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

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

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

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

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

“Teaching” means delivering Education.

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

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

## 2. Grant of Licence

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

## 3. Conditions of Licence

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

- A. The Licence may only be exercised in relation to Works lawfully owned, held or accessed by the Licensee; this includes material lawfully accessed online but also the use of a work owned by the lecturer or tutor.
- B. The Copying and Communication of any Work during any one Course of Study shall not exceed an Extract or Extracts amounting to more than ten per cent (10%) of the Work, save that:
  - I. in the case of a book, a whole chapter may be Copied and Communicated;
  - II. in the case of an article in a journal or periodical, the whole article may be Copied and Communicated, but not more than one article in any one issue of the publication;
  - III. in the case of a short story or poem of not more than ten pages in length, the whole of the short story or poem may be Copied and Communicated;
  - IV. in the case of an Associated Still Image, the whole image may be Copied and Communicated, provided that the number of the same taken from any one publication
  - V. (whether online or offline) shall not exceed 10% of the entire number in such publication.
  - VI. in the case of a Work not falling into any of the categories at (i) –(iv) above, or which is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that Copying and Communication are limited to Extracts that are equivalent to the limits set out above;
- C. The Licensee shall not Copy or Communicate Licensed Material for a purpose or to an extent that prejudices the interests of the copyright owner. In particular the Licensee may not make Copies of complete Works, nor systematically copy parts of Works or of the same Works on different occasions or from different editions or places, so as to exceed the limits herein specified.
- D. The Licensee shall not engage in any act amounting to re-publication of Licensed Material nor Communicate Licensed Material to persons not included in the definition of Authorised Persons. In particular, the Licensee shall not: post or permit the posting of Licensed Material on the Internet; provide Licensed Material for inclusion in open resources (such as electronic reserves, digital libraries or Institutional Repositories); or

send Licensed Material by email or equivalent, directly or indirectly to anyone other than Authorised Persons.

- E. All Copies and Communications of Licensed Material must carry a Sufficient Acknowledgement and copyright notice in a form approved by ICLA. This must be such that the Copy or Communication cannot be accessed and/or read without seeing the acknowledgement.
- F. If the Licensee provides photocopying or scanning machines for use by Authorised Persons, a copyright notice in a form approved by ICLA must be placed on or adjacent to the machine so as to be clearly visible by the user of the machine.
- G. The Licensee shall employ and maintain technical security measures sufficient to ensure that Licensed Material posted to the Licensee Intranet or Virtual Learning Environment (VLE), or otherwise Communicated to Authorised Persons in electronic form, is not exposed to an unwarranted risk of copyright infringement.
- H. The Licensee may not sell, rent, or otherwise deal in Licensed Copies, save that Print Copies may be provided to Authorised Persons at a price set to recoup only the cost of production and not for profit.
- I. The Licence does not cover the Copying or Communication of Excluded Works.
- J. Licensed Copies may be supplied to Distance Learners wherever they are located and Distance Learners may make a copy of a Licensed Copy in order to view it at a more convenient time. The Licence does not otherwise cover activities outside the State.
- K. The Licence does not authorise any amendment, alteration or manipulation of Licensed Material. Alterations may however be made for pedagogic purposes, for example by blanking out parts, annotating or translating an extract from a Work, on condition that the author's Moral Rights are respected and it is made clear on the face of the Copy that the original Work has been so altered.
- L. When an Extract from Licensed Material is Copied in whole or in part onto a digital device pursuant to the terms of this Licence, the Licensee shall ensure that the extract is a verbatim copy of the Licensed Material and includes the Sufficient Acknowledgement and notice referred to in sub-clauses (e) above.
- M. The Licensee may retain both Print and Digital Copies of Works hereby licensed for so long as the same are relevant to the teaching of a Course of Study PROVIDED HOWEVER:
  - I. The Licensee shall not collect or store, or include the same in a Digital Repository or other information repository or resource
  - II. When a Course of Study is completed and If it is not likely to be repeated in a future teaching session, Digital Copies made under this Licence must be removed from the Licensee's Intranet and, before that Course of Study is again taught, the Licensee must ensure that copies to be made available to Authorised Persons on that Course of Study comply with the conditions of this Licence, or a renewal thereof. Digital Copies may be held in so far as is necessary for technical back-up purposes.
- N. Digital Copies may be held in so far as is necessary for technical back-up purposes.

- O. The Licensee may subcontract the making of Digital Copies to third parties provided that the Licensee takes all reasonable steps to ensure that any such third party operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence. The Licensee shall keep records of all such subcontracts and the Digital Copies made thereunder and shall supply such records to ICLA on request.
- P. For the avoidance of doubt, this Licence does not supersede any licences agreed between the Licensee and the publisher or distributor of Licensed Material.

## 4. Excluded Works

- A. ICLA shall publish the list of Excluded Works on its website [www.icla.ie](http://www.icla.ie). This shall be updated bi-annually and new additions shall be listed prominently. The Licensee shall check the list at the start of each academic year.
- B. In the event that a Work has been Copied and/or Communicated before being published on the ICLA website as an Excluded Work, it may remain in use by the Licensee under the terms of this Licence, for the remainder of the relevant academic year.

## 5. Duration

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

## 6. Licence Fee

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

## 7. Usage Data

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

## 8. Additional Obligations of the Licensee to ICLA

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

## 9. Third Party Obligations

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

## 10. Indemnities

- A. Subject as provided below, in any case where the Licensee receives a claim that, when acting under the permission granted by the Licence, the Licensee has infringed the copyright of any person or body, ICLA shall indemnify the Licensee in respect of all reasonable costs, expenses and damages awarded against or incurred by the Licensee, including any ex gratia payment made with the prior written consent of ICLA, PROVIDED HOWEVER:
- I. the indemnity shall only apply where the Licensee has complied with the Licence terms;
  - II. the indemnity shall only apply when the Licensee has given ICLA written notice of any claim within 21 working days of the claim being notified to the Licensee;
  - III. the Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given on its own behalf or on behalf of ICLA without the prior written consent of ICLA; and
  - IV. the indemnity shall apply only to Works in the ICLA Repertoire; for the avoidance of doubt it shall not apply to Excluded Works
- B. The Licensee shall indemnify ICLA against all costs, claims demands and expenses arising in consequence of breach of this Agreement by the Licensee, its servants, agents and Authorised Persons.

## 11. Termination of Licence

- A. The Licence shall be for the term specified on the Licence Certificate and shall terminate automatically on the expiry thereof.
- B. The Licence shall automatically terminate in the event that the Licensee shall cease to operate as an individual Educational Establishment.
- C. ICLA shall be entitled to terminate the Licence in the event of a material breach by the Licensee of the terms hereof.
- D. Termination shall be without prejudice to any antecedent rights of ICLA under the terms and conditions of the Licence.
- E. In the event of termination, the Licensee shall cease to copy Licensed Material; shall destroy all Print Copies and delete from its computer systems all Digital Copies of Licensed Material made pursuant to the Licence and shall ensure that all Authorised



Persons previously entitled to make or use copies under this agreement are notified of the termination of the Licence.

## 12. Renewal of Licence

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

## 13. Service of Notices

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

## 14. Assignment

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

## 15. Variation

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

## 16. Dispute Resolution

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

## 17. Governing Law

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

# Terms & Conditions of Educational Licence

Further Education, September 2020

## Introduction

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

## Terms and conditions

### 1. Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- I. books, journals, magazines, newspapers, and other serial publications available in print or digital form, including via the Internet, and Associated Still Images therein; and
- II. text and Associated Still Images of value for the educational purposes of the Licensee, found on websites, blogs and other platforms accessible via the Internet PROVIDED the Copying and Communication of the material is not prohibited by the terms and conditions of use of the website, blog or platform and the use by the Licensee does

not involve breaching a technological protection measure (such as a paywall) or other copyright infringement.

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

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

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

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

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## 3. Conditions of Licence

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

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

- B. The Copying and Communication of any Work during any one Course of Study shall not exceed an Extract or Extracts amounting to more than five per cent (5%) of the Work, save that:
- I. in the case of a book, a whole chapter may be Copied and Communicated;
  - II. in the case of an article in a journal or periodical, the whole article may be Copied and Communicated, but not more than one article in any one issue of the publication;
  - III. in the case of a short story or poem of not more than ten pages in length, the whole of the short story or poem may be Copied and Communicated;
  - IV. in the case of an Associated Still Image, the whole image may be Copied and Communicated, provided that the number of the same taken from any one publication
  - V. (whether online or offline) shall not exceed 5% of the entire number in such publication.
  - VI. in the case of a Work not falling into any of the categories at (i) –(iv) above, or which is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that Copying and Communication are limited to Extracts that are equivalent to the limits set out above;
- C. The Licensee shall not Copy or Communicate Licensed Material for a purpose or to an extent that prejudices the interests of the copyright owner. In particular the Licensee may not make Copies of complete Works, nor systematically copy parts of Works or of the same Works on different occasions or from different editions or places, so as to exceed the limits herein specified.
- D. The Licensee shall not engage in any act amounting to re-publication of Licensed Material nor Communicate Licensed Material to persons not included in the definition of Authorised Persons. In particular, the Licensee shall not: post or permit the posting of Licensed Material on the Internet; provide Licensed Material for inclusion in open resources (such as electronic reserves, digital libraries or Institutional Repositories); or send Licensed Material by email or equivalent, directly or indirectly to anyone other than Authorised Persons.
- E. All Copies and Communications of Licensed Material must carry a Sufficient Acknowledgement and copyright notice in a form approved by ICLA. This must be such that the Copy or Communication cannot be accessed and/or read without seeing the acknowledgement.
- F. If the Licensee provides photocopying or scanning machines for use by Authorised Persons, a copyright notice in a form approved by ICLA must be placed on or adjacent to the machine so as to be clearly visible by the user of the machine.
- G. The Licensee shall employ and maintain technical security measures sufficient to ensure that Licensed Material posted to the Licensee Intranet or Virtual Learning Environment (VLE), or otherwise Communicated to Authorised Persons in electronic form, is not exposed to an unwarranted risk of copyright infringement.

- H. The Licensee may not sell, rent, or otherwise deal in Licensed Copies, save that Print Copies may be provided to Authorised Persons at a price set to recoup only the cost of production and not for profit.
- I. The Licence does not cover the Copying or Communication of Excluded Works.
- J. Licensed Copies may be supplied to Distance Learners wherever they are located and Distance Learners may make a copy of a Licensed Copy in order to view it at a more convenient time. The Licence does not otherwise cover activities outside the State.
- K. The Licence does not authorise any amendment, alteration or manipulation of Licensed Material. Alterations may however be made for pedagogic purposes, for example by blanking out parts, annotating or translating an extract from a Work, on condition that the author's Moral Rights are respected and it is made clear on the face of the Copy that the original Work has been so altered.
- L. When an Extract from Licensed Material is Copied in whole or in part onto a digital device pursuant to the terms of this Licence, the Licensee shall ensure that the extract is a verbatim copy of the Licensed Material and includes the Sufficient Acknowledgement and notice referred to in sub-clauses (e) above.
- M. The Licensee may retain both Print and Digital Copies of Works hereby licensed for so long as the same are relevant to the teaching of a Course of Study PROVIDED HOWEVER:
  - I. The Licensee shall not collect or store, or include the same in a Digital Repository or other information repository or resource
  - II. When a Course of Study is completed and If it is not likely to be repeated in a future teaching session, Digital Copies made under this Licence must be removed from the Licensee's Intranet and, before that Course of Study is again taught, the Licensee must ensure that copies to be made available to Authorised Persons on that Course of Study comply with the conditions of this Licence, or a renewal thereof.
- N. Digital Copies may be held in so far as is necessary for technical back-up purposes.
- O. The Licensee may subcontract the making of Digital Copies to third parties provided that the Licensee takes all reasonable steps to ensure that any such third party operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence. The Licensee shall keep records of all such subcontracts and the Digital Copies made thereunder and shall supply such records to ICLA on request.
- P. For the avoidance of doubt, this Licence does not supersede any licences agreed between the Licensee and the publisher or distributor of Licensed Material.

## 4. Excluded Works

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

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

## 5. Duration

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

## 6. Licence Fee

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

## 7. Usage Data

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

## 8. Additional Obligations of the Licensee to ICLA

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

## 9. Third Party Obligations

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

## 10. Indemnities

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

- II. the indemnity shall only apply when the Licensee has given ICLA written notice of any claim within 21 working days of the claim being notified to the Licensee;
  - III. the Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given on its own behalf or on behalf of ICLA without the prior written consent of ICLA; and
  - IV. the indemnity shall apply only to Works in the ICLA Repertoire; for the avoidance of doubt it shall not apply to Excluded Works
- B. The Licensee shall indemnify ICLA against all costs, claims demands and expenses arising in consequence of breach of this Agreement by the Licensee, its servants, agents and Authorised Persons.

## 11. Termination of Licence

- A. The Licence shall be for the term specified on the Licence Certificate and shall terminate automatically on the expiry thereof.
- B. The Licence shall automatically terminate in the event that the Licensee shall cease to operate as an individual Educational Establishment.
- C. ICLA shall be entitled to terminate the Licence in the event of a material breach by the Licensee of the terms hereof.
- D. Termination shall be without prejudice to any antecedent rights of ICLA under the terms and conditions of the Licence.
- E. In the event of termination, the Licensee shall cease to copy Licensed Material; shall destroy all Print Copies and delete from its computer systems all Digital Copies of Licensed Material made pursuant to the Licence and shall ensure that all Authorised Persons previously entitled to make or use copies under this agreement are notified of the termination of the Licence.

## 12. Renewal of Licence

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

## 13. Service of Notices

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

## 14. Assignment

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



## 15. Variation

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

## 16. Dispute Resolution

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

## 17. Governing Law

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

# Terms & Conditions of Post-Primary Educational Licence

September 2020

## Introduction

- A. The Copyright and Related Rights Act 2000 (as amended) (“the Act”) grants authors and publishers of works protected by copyright the right to authorise or prohibit the use of those works.
- B. ICLA represents authors and publishers of literary texts and associated still images. It maintains licensing schemes to enable educational establishments to copy and communicate copyright-protected materials for their educational purposes.
- C. The terms and conditions of the licensing scheme set out below apply to post-primary schools as more particularly defined in clause 1 below.
- D. This licensing scheme of ICLA is certified under Statutory Instrument No. 276 of 2020, pursuant to the terms of Section 173 of the Act.

## Terms and conditions

### 1. Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“*Teaching*” means delivering Education.

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

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

## 2. Grant of Licence

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

## 3. Conditions of Licence

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

- A. The Licence may only be exercised in relation to Works lawfully owned, held or accessed by the Licensee.
- B. The Copying and Communication of any Work during any one Course of Study shall not exceed an Extract or Extracts amounting to more than five per cent (5%) of the Work, save that:
  - I. in the case of a book, a whole chapter may be Copied and Communicated;
  - II. in the case of an article in a journal or periodical, the whole article may be Copied and Communicated, but not more than one article in any one issue of the publication;
  - III. in the case of a short story or poem of not more than ten pages in length, the whole of the short story or poem may be Copied and Communicated;
  - IV. in the case of an Associated Still Image, the whole image may be Copied and Communicated, provided that the number of the same taken from any one publication (whether online or offline) shall not exceed 5% of the entire number in such publication.
  - V. in the case of a Work not falling into any of the categories at (1) –(iv) above, or which is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that Copying and Communication are limited to Extracts that are equivalent to the limits set out above;
- A. The Licensee shall not Copy or Communicate Licensed Material for a purpose or to an extent that prejudices the interests of the copyright owner. In particular the Licensee may not make Copies of complete Works, nor systematically copy parts of Works or of the same Works on different occasions or from different editions or places, so as to exceed the limits herein specified.
- B. The Licensee shall not engage in any act amounting to re-publication of Licensed Material nor Communicate Licensed Material to persons not included in the definition of Authorised Persons. In particular, the Licensee shall not: post or permit the posting of Licensed Material on the Internet; provide Licensed Material for inclusion in open resources (such as electronic reserves, digital libraries or institutional repositories); or send Licensed Material by email or equivalent, directly or indirectly to anyone other than Authorised Persons.

- C. All Copies and Communications of Licensed Material must carry a Sufficient Acknowledgement and copyright notice in a form approved by ICLA. This must be such that the Copy or Communication cannot be accessed and/or read without seeing the acknowledgement.
- D. If the Licensee provides photocopying or scanning machines for use by Authorised Persons, a copyright notice in a form provided by ICLA must be placed on or adjacent to the machine so as to be clearly visible by the user of the machine.
- E. The Licensee shall employ and maintain technical security measures sufficient to ensure that Licensed Material posted to the Licensee Intranet or Virtual Learning Environment (VLE), or otherwise Communicated to Authorised Persons in electronic form, is not exposed to an unwarranted risk of copyright infringement.
- F. The Licensee may not sell, rent, or otherwise deal in Licensed Copies, save that Print Copies may be provided to Authorised Persons at a price set to recoup only the cost of production and not for profit.
- G. The Licence does not cover the Copying or Communication of Excluded Works.
- H. Licensed Copies may be supplied to Distance Learners wherever they are located and Distance Learners may make a copy of a Licensed Copy in order to view it at a more convenient time. The Licence does not otherwise cover activities outside the State.
- I. The Licence does not authorise any amendment, alteration or manipulation of Licensed Material. Alterations may however be made for pedagogic purposes, for example by blanking out parts, annotating or translating an extract from a Work, on condition that the author's Moral Rights are respected and it is made clear on the face of the Copy that the original Work has been so altered.
- J. When an Extract from Licensed Material is Copied in whole or in part onto a digital device pursuant to the terms of this Licence, the Licensee shall ensure that the extract is a verbatim copy of the Licensed Material and includes the Sufficient Acknowledgement and notice referred to in sub-clauses (e) above.
- K. The Licensee shall not collect or store Digital Copies in any form with the intention of creating an electronic database or library or other information repository or resource, save that Digital Copies may be held in so far as is necessary for technical back-up purposes.
- L. If a Course of Study is not likely to be repeated in a future teaching session, Digital Copies made under this Licence must be removed from the Licensee's Intranet and, before that Course of Study is again taught, the Licensee must ensure that copies to be made available to Authorised Persons on that Course of Study comply with the conditions of this Licence, or a renewal thereof.
- M. In the case of Print Copies the number of copies of any item made at any one time by Authorised Persons for distribution to students shall not exceed the number of students in a class, plus two copies for each teacher or tutor.

## 4. Excluded Works

- A. ICLA shall publish the list of Excluded Works on its website [www.icla.ie](http://www.icla.ie). This shall be updated bi-annually and new additions shall be listed prominently. The Licensee shall check the list at the start of each academic year.
- B. In the event that a Work has been Copied and/or Communicated before being published on the ICLA website as an Excluded Work, it may remain in use by the Licensee under the terms of this Licence, for the remainder of the relevant academic year.

## 5. Duration

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

## 6. Licence Fee

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

## 7. Usage Data

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

## 8. Additional Obligations of the Licensee to ICLA

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

## 9. Third Party Obligations

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

## 10. Indemnities

- A. Subject as provided below, in any case where the Licensee receives a claim that, when acting under the permission granted by the Licence, the Licensee has infringed the copyright of any person or body, ICLA shall indemnify the Licensee in respect of

all reasonable costs, expenses and damages awarded against or incurred by the Licensee, including any ex gratia payment made with the prior written consent of ICLA, PROVIDED HOWEVER:

- I. the indemnity shall only apply where the Licensee has complied with the Licence terms;
  - II. the indemnity shall only apply when the Licensee has given ICLA written notice of any claim within 21 working days of the claim being notified to the Licensee;
  - III. the Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given on its own behalf or on behalf of ICLA without the prior written consent of ICLA; and
  - IV. the indemnity shall apply only to Works in the ICLA Repertoire; for the avoidance of doubt it shall not apply to Excluded Works
- B. The Licensee shall indemnify ICLA against all costs, claims demands and expenses arising in consequence of breach of this Agreement by the Licensee, its servants, agents and Authorised Persons.

## 11. Termination of Licence

- A. The Licence shall be for the term specified on the Licence Certificate and shall terminate automatically on the expiry thereof.
- B. The Licence shall automatically terminate in the event that the Licensee shall cease to operate as an individual educational establishment.
- C. ICLA shall be entitled to terminate the Licence in the event of a material breach by the Licensee of the terms hereof.
- D. Termination shall be without prejudice to any antecedent rights of ICLA under the terms and conditions of the Licence.
- E. In the event of termination, the Licensee shall cease to copy Licensed Material; shall destroy all Print Copies and delete from its computer systems all Digital Copies of Licensed Material made pursuant to the Licence and shall ensure that all Authorised Persons previously entitled to make or use copies under this agreement are notified of the termination of the Licence.

## 12. Renewal of Licence

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

## 13. Service of Notices

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



## 14. Assignment

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

## 15. Variation

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

## 16. Dispute Resolution

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

## 17. Governing Law

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

# Terms & Conditions of Primary Educational Licence

September 2020

## Introduction

- A. The Copyright and Related Rights Act 2000 (as amended) (“the Act”) grants authors and publishers of works protected by copyright the right to authorise or prohibit the use of those works.
- B. ICLA represents authors and publishers of literary texts and associated still images. It maintains licensing schemes to enable educational establishments to copy and communicate copyright-protected materials for their educational purposes.
- C. The terms and conditions of the licensing scheme set out below apply to primary schools as more particularly defined in clause 1 below.
- D. This licensing scheme of ICLA is certified under Statutory Instrument No. 275 of 2020, pursuant to the terms of Section 173 of the Act.

## Terms and conditions

### 1. Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“*Teaching*” means delivering Education.

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

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

## 2. Grant of Licence

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

## 3. Conditions of Licence

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

- A. The Licence may only be exercised in relation to Works lawfully owned, held or accessed by the Licensee.
- B. The Copying and Communication of any Work during any one Course of Study shall not exceed an Extract or Extracts amounting to more than five per cent (5%) of the Work, save that:
  - I. in the case of a book, a whole chapter may be Copied and Communicated;
  - II. in the case of an article in a journal or periodical, the whole article may be Copied and Communicated, but not more than one article in any one issue of the publication;
  - III. in the case of a short story or poem of not more than ten pages in length, the whole of the short story or poem may be Copied and Communicated;
  - IV. in the case of an Associated Still Image, the whole image may be Copied and Communicated, provided that the number of the same taken from any one publication (whether online or offline) shall not exceed 5% of the entire number in such publication.
  - V. in the case of a Work not falling into any of the categories at (1) –(iv) above, or which is not divided into distinct sections, the Licensee shall ensure, as far as is reasonably practicable, that Copying and Communication are limited to Extracts that are equivalent to the limits set out above;
- C. The Licensee shall not Copy or Communicate Licensed Material for a purpose or to an extent that prejudices the interests of the copyright owner. In particular the Licensee may not make Copies of complete Works, nor systematically copy parts of Works or of the same Works on different occasions or from different editions or places, so as to exceed the limits herein specified.
- D. The Licensee shall not engage in any act amounting to re-publication of Licensed Material nor Communicate Licensed Material to persons not included in the definition of Authorised Persons. In particular, the Licensee shall not: post or permit the posting of Licensed Material on the Internet; provide Licensed Material for inclusion in open resources (such as electronic reserves, digital libraries or institutional repositories) or

send Licensed Material by email or equivalent, directly or indirectly to anyone other than Authorised Persons.

- E. All Copies and Communications of Licensed Material must carry a Sufficient Acknowledgement and copyright notice in a form approved by ICLA. This must be such that the Copy or Communication cannot be accessed and/or read without seeing the acknowledgement.
- F. If the Licensee provides photocopying or scanning machines for use by Authorised Persons, a copyright notice in a form provided by ICLA must be placed on or adjacent to the machine so as to be clearly visible by the user of the machine.
- G. The Licensee shall employ and maintain technical security measures sufficient to ensure that Licensed Material posted to the Licensee Intranet or Virtual Learning Environment (VLE), or otherwise Communicated to Authorised Persons in electronic form, is not exposed to an unwarranted risk of copyright infringement.
- H. The Licensee may not sell, rent, or otherwise deal in Licensed Copies, save that Print Copies may be provided to Authorised Persons at a price set to recoup only the cost of production and not for profit.
- I. The Licence does not cover the Copying or Communication of Excluded Works.
- J. Licensed Copies may be supplied to Distance Learners wherever they are located and Distance Learners may make a copy of a Licensed Copy in order to view it at a more convenient time. The Licence does not otherwise cover activities outside the State.
- K. The Licence does not authorise any amendment, alteration or manipulation of Licensed Material. Alterations may however be made for pedagogic purposes, for example by blanking out parts, annotating or translating an extract from a Work, on condition that the author's Moral Rights are respected and it is made clear on the face of the Copy that the original Work has been so altered.
- L. When an Extract from Licensed Material is Copied in whole or in part onto a digital device pursuant to the terms of this Licence, the Licensee shall ensure that the extract is a verbatim copy of the Licensed Material and includes the Sufficient Acknowledgement and notice referred to in sub-clauses (e) above.
- M. The Licensee shall not collect or store Digital Copies in any form with the intention of creating an electronic database or library or other information repository or resource, save that Digital Copies may be held in so far as is necessary for technical back-up purposes.
- N. If a Course of Study is not likely to be repeated in a future teaching session, Digital Copies made under this Licence must be removed from the Licensee's Intranet and, before that Course of Study is again taught, the Licensee must ensure that copies to be made available to Authorised Persons on that Course of Study comply with the conditions of this Licence, or a renewal thereof.
- O. In the case of Print Copies the number of copies of any item made at any one time by Authorised Persons for distribution to students shall not exceed the number of students in a class, plus two copies for each teacher or tutor.

## 4. Excluded Works

- A. ICLA shall publish the list of Excluded Works on its website [www.icla.ie](http://www.icla.ie). This shall be updated bi-annually and new additions shall be listed prominently. The Licensee shall check the list at the start of each academic year.
- B. In the event that a Work has been Copied and/or Communicated before being published on the ICLA website as an Excluded Work, it may remain in use by the Licensee under the terms of this Licence, for the remainder of the relevant academic year.

## 5. Duration

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

## 6. Licence Fee

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

## 7. Usage Data

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

## 8. Additional Obligations of the Licensee to ICLA

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

## 9. Third Party Obligations

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

## 10. Indemnities

- A. Subject as provided below, in any case where the Licensee receives a claim that, when acting under the permission granted by the Licence, the Licensee has infringed the copyright of any person or body, ICLA shall indemnify the Licensee in respect of all reasonable costs, expenses and damages awarded against or incurred by the Licensee, including any ex gratia payment made with the prior written consent of ICLA, PROVIDED HOWEVER:
- I. the indemnity shall only apply where the Licensee has complied with the Licence terms;
  - II. the indemnity shall only apply when the Licensee has given ICLA written notice of any claim within 21 working days of the claim being notified to the Licensee;
  - III. the Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given on its own behalf or on behalf of ICLA without the prior written consent of ICLA; and
  - IV. the indemnity shall apply only to Works in the ICLA Repertoire; for the avoidance of doubt it shall not apply to Excluded Works
- B. The Licensee shall indemnify ICLA against all costs, claims demands and expenses arising in consequence of breach of this Agreement by the Licensee, its servants, agents and Authorised Persons.

## 11. Termination of Licence

- A. The Licence shall be for the term specified on the Licence Certificate and shall terminate automatically on the expiry thereof.
- B. The Licence shall automatically terminate in the event that the Licensee shall cease to operate as an individual educational establishment.
- C. ICLA shall be entitled to terminate the Licence in the event of a material breach by the Licensee of the terms hereof.
- D. Termination shall be without prejudice to any antecedent rights of ICLA under the terms and conditions of the Licence.
- E. In the event of termination, the Licensee shall cease to copy Licensed Material; shall destroy all Print Copies and delete from its computer systems all Digital Copies of Licensed Material made pursuant to the Licence and shall ensure that all Authorised Persons previously entitled to make or use copies under this agreement are notified of the termination of the Licence.



## 12. Renewal of Licence

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

## 13. Service of Notices

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

## 14. Assignment

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

## 15. Variation

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

## 16. Dispute Resolution

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

## 17. Governing Law

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

# 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, 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 each PMSR.

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

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

## **2. LICENCE**

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

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

## **3. LIMITATIONS**

3.1 This Licence only applies where:

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

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

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

3.2 If you and/or the Product do not belong to one of the categories set out above, you should cease your application process and contact ICLA by sending us an email to [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:

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(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;

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

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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.

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

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

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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.

# Business Licence

## Business Licence Tariff Sheet

<b>Economic Activity</b>	<b>Annual Fee per Professional Employee</b>
<b>Band A</b>	
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	€27.55 plus VAT
<b>Band B</b>	
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	€18.40 plus VAT



## Band C

Other Economic Activities

€9.50 plus VAT

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



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63 Patrick Street, Dun Laoghaire, Co Dublin A96 WF25**

Tel: 01- 662 4211

Fax: 01- 662 4213

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

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

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### **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**

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

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