

## PUBLISHER MANDATE

**Date:** *insert date*

**Parties:**

The Licensor: *insert name of publisher*

The Licensee: Newspaper Licensing Ireland Limited (NLI)

**Recitals:**

- (A) The Licensor is the proprietor of and beneficially entitled to the copyright and all other rights of a like nature conferred in Ireland and throughout the world in *insert name of publication* (hereinafter referred to as “the Newspaper”).
- (B) The Licensor wishes to licence to the Licensee the copyright subsisting in original literary, dramatic, artistic works and typographical arrangements appearing in published editions of the Newspaper for the purpose of reproducing and authorising the reproduction of the Newspaper in the manner and subject to the conditions as hereinafter agreed and the Licensor wishes to authorise the Licensee to enter into agreements with other parties with the object of licensing the reproduction of the Newspaper.

**Operative Provisions:**

**1. Definitions**

- 1.1. In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:
  - 1. “Newspaper” shall include any extract, article, report or part contained therein.
  - 2. “Works” shall include advertisements, photographs, cartoon and strip illustrations, graphic designs and illustrations, charts and diagrams, crosswords, paintings and other works of fine art published or previously published in the Newspaper.

## **2. Licence and Authorisation**

- 2.1 The Licensor hereby licences to the Licensee the copyright subsisting in original literary works, dramatic works, artistic works and typographical arrangements appearing in published editions of the Newspaper for the purpose of reproducing and authorising the reproduction of the Newspaper in the manner and subject to the conditions as hereinafter agreed and the Licensor hereby authorises the Licensee to enter into agreements with other parties with the object of licensing the reproduction of the Newspaper.
- 2.2 Reproduction in the context of clause 2.1 may consist of Photocopying, Faxing, Scanning, Electronic storing, Sending, Furnishing, or Delivering.

## **3. Payment**

- 3.1 In consideration of the rights hereby granted, the Licensee shall pay to the Licensor an annual fee determined by reference to fee income received by NLI on foot of clause 2.1 hereof, less expenses and a management fee to be agreed, which annual fee will be apportioned on the basis of the prevailing allocation of costs between the National Newspapers of Ireland and the Licensor and other licensors in respect of their ongoing agreement and arrangements.
- 3.2 The Licensee shall be entitled to set such prices with its customers and charge such fees as it deems fit. The Licensee shall keep the Licensor informed of any changes to such prices and charges.
- 3.4 The Licensee undertakes diligently to invoke this mandate by all reasonable means, but it shall not be liable for any neglect or lack of care in maximising the revenue from the issue of licences and the Licensor's sole remedy will be to give notice to terminate this mandate.

## **4. Assistance for Enforcement Action**

- 4.1 The Licensor agrees to provide all reasonable assistance as may be required in preparing, commencing or continuing enforcement actions for the proper operation of this licence, including providing access to documents evidencing title to the copyright.
- 4.2 Any sums recovered in consequence of a threatened or actual enforcement action shall, after deduction of costs, be distributed to the Licensor and other Licensors in accordance with the provisions contained in Clause 4.1 hereof.

## **5. Indemnity**

The Licensor agrees to indemnify and hold the Licensee harmless against any liability, cost, claim, or demand that the Licensee may suffer in an enforcement action taken as a result of a claim that the copyright in any Work was not vested in the Licensor or validly assigned to the Licensor.

## **6. Waiver of Breaches**

The waiver by either party of a breach or default of any of the provisions of this mandate shall not be construed as a waiver of any later breach nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have operate as a waiver of any breach or default by the other.

## **7. Severance**

If any one or more of the provisions of this mandate shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **8. Termination**

Either party may terminate this agreement by giving not less than twelve months' notice at any time, but such termination shall not affect any accrued rights or liabilities of either party and any licence granted by the Licensee on foot of this agreement shall continue until the earliest date upon which it could have been terminated by the Licensee. Upon termination, all rights hereby granted revert to the Licensor.

## **9. Audit**

The Licensor shall be entitled to inspect the books of the Licensee on an annual basis, the said inspection to be carried out by a Chartered Accountant nominated by the Licensee to examine all books, documents and records relating to the process. The appointed Chartered Accountant shall have absolute access to the premises of the Licensee for the purposes of carrying out his inspection which will be carried out at a time that is mutually convenient insofar as is possible. If as a result of any inspection undertaken under this condition it is established that any payment shall fall short of the sum due the shortfall or balance outstanding shall be paid forthwith. The payment of such outstanding shortfall or balance shall not be deemed to be acceptance by the Licensee of a breach of the Agreement and any remedies it has in that regard shall be maintained in accordance with the provisions of Clause 11.

## **10. Confidentiality**

- 10.1 All information disclosed by either party to the other party pursuant to this agreement or any other information concerning the business of the other party other than such information that is or maybe or become generally available to the public through no fault of the other party, is disclosed in strict confidence and may be used by the receiving party only for the purposes of performing its obligations under this Agreement.
- 10.2 The receiving party undertakes to keep the confidential information to which it becomes privy confidential and not to disclose it to any person, firm or company at any time hereafter save for the purpose of fulfilling the terms of this Agreement or as otherwise required by law.
- 10.3 Each party shall use all reasonable endeavours to prevent the unauthorised disclosure of such confidential information by any of its employees or sub-contractors who have access to such information.

## **11. Arbitration**

Any dispute between the parties which the parties cannot resolve within 10 days of such dispute having arisen may be referred to arbitration upon the agreement of the parties in accordance with the provisions of the Arbitration Acts, 1954 and 1998. In the case of a dispute on the appointment of an arbitrator, he shall be appointed at the request of either party by the President for the time being of the Law Society of Ireland ("the President"), such request to the President to be made within 10 days of the dispute as to the appointment of the arbitrator having arisen. Judgment on any award tendered may be entered in any Court having jurisdiction. There shall be no right of appeal from the findings of the arbitrator save on a point of law.

## **12. Notices**

Any notice required to be served under this Agreement shall be in writing and shall be sent by pre-paid recorded delivery post to the address of the addressee last known to the sender as specified in this Agreement or such notified change thereof and shall be deemed received seventy two (72) hours after posting or by facsimile to the last known facsimile number of the addressee or such notified change thereof and shall be deemed received upon transmission as evidence by a transmission receipt or report. Each party shall be obliged to inform the other of any change in address, telephone or facsimile number.

**13. Assignability**

The Licensor may not assign its rights and obligations under this Agreement without the prior written consent of the Licensee, which consent shall not be unreasonably withheld or delayed **PROVIDED THAT** nothing in this Agreement shall prevent either party (with or without the other Party’s consent) from assigning any or all of its rights and obligations under this Agreement to any company in its respective group companies.

**14. Entire Agreement**

The provisions of this Agreement represent and state the entire agreement between the parties and override and supersede all prior promises representations understandings arrangements or agreements. No amendment or modification to this Agreement shall be made except in writing signed by both parties.

**15. Governing Law**

15.1 All disputes between the parties arising out of or in any way relating to the Agreement or any other disputes between the parties in any way connected with the subject matter of the Agreement shall be governed by the laws of Ireland.

1. Without prejudice to the provisions of Clause 10 above, each of the parties hereby submits to the exclusive jurisdiction of the Irish Courts for the purposes of any disputes or proceedings arising out of or in any way connected with any matter pursuant to Clause 12.

SIGNED ON BEHALF OF THE LICENSOR:

.....  
(Authorised to sign on behalf of the Licensor)

in the presence of:

.....

SIGNED ON BEHALF OF THE LICENSEE:

.....  
(Authorised to sign on behalf of the Licensee)

in the presence of:

.....

## Schedule 1

Each portion of the fee income referred to in Clause 3.1(a) shall be calculated on the basis of the audited circulation figures of the Licensor for 12 months of each year expressed as a percentage of the total circulation figures for all regional newspapers for which the Licensee holds the rights referred to in Clause 2.1 hereto].