



Newspaper Licensing Ireland Limited

# **Business Licence Pack**

## About NLI

Newspaper Licensing Ireland Limited (NLI) facilitates the commercial use and copying of newspaper and magazine content in Ireland including a significant amount of website content.

An NLI licence permits companies and organisations to copy and use articles in accordance with copyright law.

NLI provides a range of cost-effective licences and is mandated to license the reproduction of content from more than 200 publications including the best of Ireland's newspapers, magazines and websites.

NLI is a leading member of the Press Database & Licensing Network (PDLN) and the International Federation of Reproduction Rights Organisations (IFRRO).

## Why Copyright?

Copyright is a form of legal protection for creative works; it's applied to music, books, film and other original works – including newspapers, magazines and websites.

Respecting copyright is vital to sustain creativity and ensure that publishers continue investing in diverse and authoritative journalism.

Everything as it appears in a newspaper, magazine or website remains the property of the publisher and is protected by the Copyright and Related Rights Act (2000).

NLI is authorised and registered with the Patents Office in the Register of Copyright Licensing Bodies.

## Publications

NLI provides copyright licensing for a range of publications including national, regional & UK newspapers (incl. Irish editions), magazines and websites.

The NLI publication schedule is available on our website at [www.newspaperlicensing.ie](http://www.newspaperlicensing.ie)

## The NLI Business Licence

**With an NLI Business Licence you may legally:**

### Paper Rights

- Photocopy
- Print
- Fax

### Digital Rights

- Scan
- Email internally to staff
- Host on an intranet
- Access articles provided by a Media Monitoring Organisation (MMO) or a Public Relations Agency
- Archive - store electronically for up to 30 days

### Additional Rights

- Extended Archive - store electronically for over 30 days
- Website republishing - post articles on your company website

## Basic Licence

The national newspapers repertoire is mandatory for all NLI licences.

The basic licence fee is based on the total number of staff within a company or organisation.

Coverage for regional newspapers, magazines and UK newspapers\* is also offered, and the licence fees are set out in the fee schedule.

Registered charities may qualify for a discount on request.

\* Only paper rights apply to the UK repertoire.

### Basic Licence Fees

0-10	€167.90	€81.40	€75.20	€43.30
11-50	€243.10	€120.50	€110.20	€65.90
51-100	€324.50	€162.70	€145.20	€83.40
101-300	€488.20	€245.10	€220.40	€125.70
301-500	€814.70	€406.90	€354.30	€213.20
501-1,000	€1,219.50	€609.80	€550.00	€318.30
1,001-2,000	€1,627.40	€813.70	€730.30	€424.40
2,001-5,000	€2,441.10	€1,221.60	€1,101.10	€636.50
5,001-10,000	€2,846.90	€1,423.50	€1,280.30	€742.60
10,001-20,000	€3,660.60	€1,830.30	€1,645.90	€954.80
Over 20,000	Apply	Apply	Apply	Apply

VAT is payable on all fees and must be added to figures above. The current VAT rate is 23%

## Licence Extensions

In addition to the rights granted in the basic licence, NLI also offers two licence extensions:

### Archive

Clippings and articles may normally be stored for up to 30 days, after which they must be deleted. A company or organisation may extend electronic storage past 30 days for the duration of their licence by availing of our archive option.

#### For clients of a Media Monitoring Organisation (MMO):

If your MMO maintains an archive of content over 30 days via its portal on your behalf, you must select this option.

### Archive Fees

0-10	€50.40	€24.40	€22.60
11-50	€72.90	€36.20	€33.10
51-100	€97.30	€48.80	€43.60
101-300	€146.50	€73.50	€66.10
301-500	€244.40	€122.10	€106.30
501-1,000	€365.90	€182.90	€165.00
1,001-2,000	€488.20	€244.10	€219.10
2,001-5,000	€732.30	€366.50	€330.30
5,001-10,000	€854.10	€427.00	€384.10
10,001-20,000	€1098.20	€549.10	€493.80
Over 20,000	Apply	Apply	Apply

VAT is payable on all fees and must be added to figures above. The current VAT rate is 23%

### Website Republishing

The website republishing licence permits companies and organisations to post articles on their own website.

#### The licence permits:

- Posting an electronic copy of an article (e.g. a pdf)
- Republishing a text extract of an article

The annual licence is based on the total number of articles posted on your website (at any given time).

### Website Republishing Fees

≤ 5	€348.10
≤ 10	€578.90
≤ 15	€811.60
≤ 25	€1,102.10
≤ 50	€1,565.60
50+	Apply

VAT is payable on all fees and must be added to figures above. The current VAT rate is 23%

## Indemnity

The indemnity legitimises past unlicensed copying. It is mandatory for companies and organisations that have copied newspapers or magazines prior to taking out an NLI licence.

The indemnity fee is calculated by multiplying the current annual licence fee by the duration of past copying on a pro-rata basis.

## Licensee Detail

Full legal name of organisation

"The Licensee"

Address

List of affiliated companies

Total number of employees

Name of Media Monitoring or PR Company (if applicable)

## Contact Person

Name

Position

Address (if different)

Phone

Email

### Basic Licence

National Newspapers

YES

Regional Newspapers

YES  NO

Magazines

YES  NO

UK Newspapers (paper rights only)

YES  NO

### Archive

Archive over 30 days

YES  NO

### Website Republishing

Website republishing

YES  NO

Website address

No. of articles

Up to 5     Up to 10  
 Up to 15     Up to 25  
 Up to 50     Over 50

### Indemnity

Indemnity for past copying

YES  NO

Date when copying commenced

## Acceptance of Terms

I certify the information on this application form is correct and acknowledge that this licence is effective from the below Commencement Date

I accept the Terms and Conditions overleaf

Signed (authorised to sign on behalf of applicant)

Name of signatory

Position

**Office use only** We grant the Licence on the terms set out overleaf

Signed

For Newspaper Licensing Ireland Limited  
("The Licensor")

Commencement  
Date

# Terms & Conditions

## 1. DEFINITIONS

In these provisions the following expressions shall have the following meanings unless the context otherwise requires:

- (a) **Auditor:** The Chartered Accountant appointed pursuant to Clause 11.
- (b) **Commencement Date:** The date inserted by NLI on the application form herewith for the beginning of the licence term.
- (c) **Digital Extract:** An Extract in a digital format.
- (d) **Extract:** Any part of a Publication.
- (e) **Fee:** The fee payable annually from the Commencement Date.
- (f) **Indemnity Fee:** Where applicable, the fee payable in respect of past reproduction which, to have taken place lawfully, should have been licensed by NLI but was not so licensed. The amount of the Indemnity Fee payable by the Licensee will be:
- (i) for each of the six years preceding the Commencement Date, equal to the Fee payable for the first year of this Licence where the Indemnity Fee arises on foot of unlicensed reproduction which has taken place over one year or longer preceding this licence or;
  - (ii) in the case of unlicensed reproduction which has taken place for a period of less than one year immediately preceding the Commencement Date, equal to the result of multiplying the Fee by the duration of past copying (e.g.) Where past unlicensed reproduction has taken place over a period of three months: Fee x 0.25 years = Indemnity Fee.
- (g) **Media Monitoring Link(s):** means a hyperlink to an Extract, together with any related data/information, supplied to the Licensee by a Media Monitoring Organisation.
- (h) **Media Monitoring Organisation:** an organisation with whom the Licensee has an arrangement for the provision to the Licensee of Media Monitoring Links.
- (i) **NLI:** Newspaper Licensing Ireland Limited, the entity mandated by the proprietors of the Publications to licence the reproduction of the content in the Publications.
- (j) **Publication(s):** Means the newspapers and magazines listed in the Schedules, including the online editions of those newspapers and magazines to the extent provided for in the Schedules.
- (k) **Schedules:** The lists of newspapers and magazines set out at www.newspaperlicensing.ie which provide for the extent of reproduction rights (whether print, website or both) which NLI is mandated to licence.

## 2. RIGHTS GRANTED

These terms set out the conditions upon which NLI grants the Licensee, in so far as the Licensee has sought to be granted a licence in respect of any of the Publications, the rights set out below. If the Licensee has selected a PR Licence then the provisions of clause 20 shall also apply.

(i) A non-exclusive licence for the duration of this Agreement to reproduce the Publications, or Extracts or Digital Extracts therefrom in the following manner and subject to the following conditions: -

- (a) to photocopy any Extract of any Publication.
- (b) subject to sub-clause (h) of this clause, to scan the Publication or any Extract and produce a Digital Extract, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.
- (c) to reproduce a typographical arrangement of any copy Extract made by way of conventional photocopying.
- (d) subject to sub-clause (h) of this clause, to reproduce a typographical arrangement of any Extract made by way of scanning, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.
- (e) to receive Media Monitoring Links.
- (f) subject to sub-clause (h) of this clause, to reproduce a typographical arrangement of any Digital Extract, provided that the Licensee shall be entitled to keep a Digital Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.
- (g) subject to sub-clause (h) of this clause, to store electronically or in any manner as may be further approved by NLI any Publication or Extract, provided that the Licensee shall be entitled to keep an electronic copy of the Publication or Extract for a period of 30 days only from date of publication of the Publication, and must delete it from its system at the end of that period.
- (h) in the event that the Licensee has indicated overleaf that it wishes to avail of the additional rights granted for the "Archive Option", then the period of 30 days referred to in sub-clauses (b), (d), (f) and (g) shall be deleted.
- (i) in the event that the Licensee has indicated overleaf that it wishes to avail of the additional rights granted for the "Website Republishing Option", to publish an electronic copy of such Extract or Extracts on the Licensee's own website.

(ii) A non-exclusive licence for the duration of this Agreement to reproduce the UK repertoire as set out in the Schedules or Extracts therefrom in the manner and subject to the conditions set out in clause 2(i)(a) and (c) only. For the avoidance of doubt, the Licensee is not granted any rights with regard to reproduction of the UK repertoire in the manner and subject to the conditions provided for in clause 2(i)(b), (d), (e), (f), (g), (h) and (i).

## 3. CHARITIES

Any registered charity, registered with the Charities division of the Revenue Commissioners, (other than universities, institutes of further/higher education or other similar entities) may apply to NLI for a 10% discount on the Fee.

## 4. LICENCE LIMITED TO IRELAND

The Licence provided for in this Agreement is limited to reproduction in Ireland only.

## 5. QUALITY OF REPRODUCTION

The Licensee shall ensure that Extracts are reproduced to a high standard of quality and shall as reasonably requested submit samples to NLI.

## 6. TERM

The term of the Agreement shall be for 2 years certain from the Commencement Date hereof subject to the provisions of Clause 10.

## 7. REQUIRED WORDING WITH EXTRACTS

All licenced Extracts, Digital Extracts and Media Monitoring Links shall bear wording to the effect that they are made under licence from the NLI and cannot be reproduced by the recipient in any form save as may be agreed by the NLI.

## 8. WARRANTY

NLI warrants that the proprietors of the Publications have authorised NLI to enter into this Agreement on their behalf and that the proprietors of the Publications are the owners of the copyright in the Publications and that the copying and distribution of the copies will not infringe the copyright of any third parties.

## 9. PAYMENT

(i). In consideration of the licence hereby granted the Licensee shall pay the Fee to NLI, calculated in accordance with the fee schedule herewith, and subject to the provisions of Clause 10.

(ii) Subject to the Licensee paying the Indemnity Fee, NLI agrees to indemnify the Licensee against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred as a result of reproduction by the Licensee prior to the signature of the Licence. The Licensee is obliged to pay the Indemnity Fee unless the Licensee can establish that there has been no unlicensed and unlawful past reproduction of the publications.

(iii)

(a) The Fee shall be paid annually in advance and shall be paid within 30 days of the date of the issue of invoice to the Licensee.

(b) VAT shall be payable on all sums payable hereunder at date of payment of the Fee.

(c) NLI shall be entitled to interest upon overdue amounts at rate of 1.5% above Euribor.

## 10. CONTINUITY OF AGREEMENT

Unless either party gives notice of their intention not to renew this agreement within one month of the date of the expiry of the term set out in Clause 6, the agreement shall continue indefinitely until otherwise terminated in accordance with its provisions. In the event that the agreement so continues, the Licensee shall be liable to pay an annual Fee subject to such increases as NLI shall from time to time notify in advance to the Licensee by email or otherwise.

## 11. RIGHT OF INSPECTION

NLI shall be entitled to inspect the books of the Licensee on a quarterly basis, the said inspection to be carried out by a chartered accountant nominated by NLI to examine all books, documents and records relating to this Licence. The appointed Auditor shall be afforded reasonable 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. Any audits shall be at the expense of NLI and shall be subject to the reasonable procedural and confidentiality requirements of the Licensee.

## 12. CONFIDENTIALITY

(i). 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.

(ii). 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.

(iii). Each party shall use all reasonable endeavours to prevent the unauthorised disclosure of such confidential information by any of its employees or subcontractors who have access to such information.

## 13. DISPUTE RESOLUTION

Any dispute between the parties, which the parties cannot resolve within 10 days of such dispute having arisen, shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 2010. 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 5 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.

## 14. NOTICES

Save as provided for in clause 10 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. Each party shall be obliged to inform the other in writing of any change in address, email address or telephone number.

## 15. LIABILITY / WAIVER

Any liability of either party under the provisions of this Agreement may in whole or in part be released, varied, impounded or compromised by such party under any liability without it in any way prejudicing or affecting its rights against any other party under the same or a like liability whether joint and several or otherwise. No failure by either party to enforce any provision or term of this Agreement shall be construed as a waiver of such provisions or of the right thereafter of the party to enforce the same.

## 16. ENFORCEABILITY

If any of the provisions of this Agreement is found by an arbitrator, court of competent jurisdiction or any other competent authority to be void, invalid or unenforceable, it shall be deemed to be deleted from this Agreement and the remaining provisions shall not be affected and shall continue to apply. The parties shall then negotiate in good faith in order to agree terms of a mutually satisfactory provision to be substituted for the provision found to be void, invalid or unenforceable.

## 17. NON ASSIGNABLE

This Licence is personal to the Licensee who shall not be entitled to assign it or grant any sub-licences thereunder.

## 18. ENTIRE AGREEMENT

The provisions of this Agreement 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.

## 19. COLLECTION OF UNPAID FEES

Notwithstanding Clause 13, if the Licensee fails to pay any of the fees provided for in this Agreement on time then NLI is entitled to initiate debt collection proceedings without notice to the Licensee and without invoking the arbitration procedure referred to above.

## 20. PUBLIC RELATIONS LICENCE

(i) The provisions of this clause 20 apply if the Licensee has selected a PR Licence.

(ii) In addition to the rights granted pursuant to clause 2 NLI grants to the Licensee the right:

- (a) to send or furnish a copy of any Extract or Digital Extract howsoever produced as provided for in clause 2(a)-(d) to clients.
- (b) to supply copies as described above to clients of the Licensee subject to the provisions of this Agreement.
- (c) to supply Media Monitoring Links to clients subject to the requirement that each such commercial client has taken an appropriate licence from NLI or obtained permission from the proprietor of the Publications for use of the Media Monitoring Links.
- (d) keep records of all Extracts and/or Digital Extracts and/or Media Monitoring Links made and delivered in accordance with Clause 2 and this clause 20 on a Publication-by-Publication basis and where required, deliver them to NLI.

(iii) The Licensee shall not supply or distribute any Extract, Digital Extract or Media Monitoring Link to any client of the Licensee whom it should reasonably believe is likely to further reproduce, supply or distribute such Extracts or Digital Extracts or Media Monitoring Links unless NLI has expressly permitted such supply or distribution by the Licensee.

(iv) The Licensee's terms and conditions with its clients shall state that the client is not entitled to reproduce, supply or distribute any Extracts or Digital Extracts or Media Monitoring Links so as to infringe the intellectual property rights vested in NLI.

(v) Upon signing hereof, and thereafter upon request by NLI, the Licensee shall furnish to NLI in writing, in respect of each of their clients to whom it supplies Extracts and/or Digital Extracts and/or Media Monitoring Links: the full name, the address (postal and email), telephone number, fax number, name of a client contact and details of the extent and method of reproduction undertaken for that client.

(vi) In event of default by the Licensee in relation to its obligations pursuant to clause 20(v) above then NLI reserves the right to terminate this Agreement with immediate effect.

(vii) Without prejudice to clause 11 the inspection provided for in clause 11 shall be so that NLI can satisfy itself that:

- (a) the Licensee has complied with its obligations pursuant to this Agreement;
- (b) the Licensee's clients are licensed, where necessary, by NLI;
- (c) the information provided pursuant to clause 20(v) is accurate.



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