



A. _____ ("The Licensee")
(correct full name of legal entity)

hereby accept(s) a Licence from Newspaper Licensing Ireland Limited ("the Permitted Lessor") to reproduce the following newspapers ("the newspapers") , being those newspapers identified with a tick immediately below, or extracts therefrom in accordance with the terms overleaf:

National Newspapers (as identified in the first part of the attached Schedule)
 Regional Newspapers (as identified in the first part of the attached Schedule)
 UK Newspapers (as identified in the first part of the attached Schedule)

B. The Licensee confirm(s) that the number of employees employed by the Licensee in Ireland is _____ and agree to pay the appropriate fee calculated in accordance with the second part of the attached Schedule.

C. The Licensee accept(s) and agree to be bound by the terms set out overleaf.

D. The Licensee accept(s) that this Licence is effective from the date at the foot hereof.

For _____ (The Licensee)

Signed _____ (authorised to sign on behalf of Licensee)

Name of signatory _____

Position of Signatory _____ (Director or Senior Manager)

Office Use Only:

We grant the Licence on the terms set out overleaf.

Signed _____ For Newspaper Licensing Ireland Limited

Dated _____

Please return to:

Newspaper Licensing Ireland Limited, Clyde Lodge, 15 Clyde Road, Ballsbridge, Dublin 4

Tel: 01 668 9099 Fax: 01 668 9872

Website: www.newspaperlicensing.ie

Email: info@newspaperlicensing.ie

TERMS:

1. In these provisions the following expressions shall have the following meanings unless the context otherwise requires:
 - (a) Proprietors:
Means the proprietors of the newspapers, as identified in the first part of the attached Schedule.
 - (b) Extract:
Any part of a newspaper as set out in Clause 2(a).
 - (c) Auditor:
The Chartered Accountant appointed pursuant to Clause 9.
2. In so far as the Licensee has sought to be granted a licence in respect of any of the National Newspapers, the Regional Newspapers and the UK Newspapers, the Permitted Licensor hereby grants to the Licensee:
 - (i) A non-exclusive licence for the duration of this Agreement to reproduce the National Newspapers or the Regional Newspapers, or both (as indicated on the foregoing page), or extracts therefrom in the following manner and subject to the following conditions: -
 - (a) to photocopy any article, report, part or extract of any newspaper set in Clause 1(a).
 - (b) to scan the newspaper or any extract thereof and produce a copy, including electronic copy of an extract, thereof, provided that the Licensee shall be entitled to keep an electronic copy of the scanned newspaper or extract thereof for a period of 30 days only from date of publication of the newspaper, 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) to reproduce a typographical arrangement of any copy extract made by way of scanning, provided that the Licensee shall be entitled to keep an electronic copy of the scanned newspaper or extract thereof for a period of 30 days only from date of publication of the newspaper, and must delete it from its system at the end of that period.
 - (e) to store electronically or in any manner as may be further approved by the Permitted Licensor any extract, provided that the Licensee shall be entitled to keep an electronic copy of the scanned newspaper or extract thereof for a period of 30 days only from date of publication of the newspaper, and must delete it from its system at the end of that period.
 - (f) to send or furnish a copy of any extract howsoever produced as provided for in the previous sub-paragraphs to clients.
 - (g) to deliver copies as described above to clients of the Licensee subject to the provisions hereinafter appearing.
 - (h) keep records of all extracts made and delivered in accordance with this Clause 2 on a newspaper-by-newspaper basis and where required, deliver them to the Permitted Licensor.
 - (ii) A non-exclusive licence for the duration of this Agreement to reproduce the UK newspapers or extracts therefrom in the manner and subject to the conditions set out in Clause 2(a), (c), (f), (g) and (h) only. For the avoidance of doubt, the Licensee is not granted any rights with regard to reproduction of the newspapers or extracts therefrom in the manner and subject to the conditions provided for in Clause 2(b), (d) or (e) above.
3. The License provided for in this Agreement is limited to reproduction in Ireland only.
4. The Licensee shall ensure that the extracts are reproduced to a high standard of quality and shall as reasonably requested submit samples to the Permitted Licensor.
5. The term of the Agreement shall be for 2 years certain from the date hereof subject to the provisions of Clause 8.
6. All licensed extracts shall bear wording to the effect that they are made under licence from the Permitted Licensor and cannot be reproduced by the recipient in any form save as may be agreed by the Permitted Licensor.
7. The Permitted Licensor warrants that the Proprietors have authorised the Permitted Licensor to enter into this Agreement on their behalf and that the newspaper proprietors are the owners of the copyright in the newspapers and that the copying and distribution of the copies will not infringe the copyright of any third parties.
8.
 1. In consideration of the licence hereby granted the Licensee shall pay the Fee to the Permitted Licensor, calculated on the basis calculated in accordance with the second part of the attached Schedule, and subject to the provisions of Clause 8.

- 2(a) The Fee shall be paid annually in advance.
- 2(b) VAT shall be payable on all sums payable hereunder at date of payment of the fee.
9. 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 4, 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, being the fixed fees set out in Section B on the foregoing page increased annually in accordance with the consumer price index.
10. The Permitted Licensor 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 the Permitted Licensor 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 the Permitted Licensor and shall be subject to the reasonable procedural and confidentiality requirements of the Licensee.
11.
 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.
 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.
 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.
12. 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 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 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.
13. Any notice required to be served under this Agreement shall be in writing and shall be sent either (i) 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 (ii) 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 in writing of any change in address, telephone or facsimile number.
14. 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.
15. 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.
16. This Licence is personal to the Licensee who shall not be entitled to assign it or grant any sub-licenses thereunder.
17. 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.
18.
 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.
 2. Without prejudice to the provisions of Clause 11 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 11.