



IRISH MUSIC RIGHTS ORGANISATION
EAGRAS UM CHEARTA CHEOLTA

Copyright House, Pembroke Row, Lr. Baggot Street, Dublin 2. Phone: 661 4844. Fax: 676 3125
E-mail: info@imro.ie Internet: www.imro.ie

SATELLITE SERVICES* SCHEME

1. **Scope of Scheme**

This scheme applies to the inclusion of copyright music, within the repertoire controlled by IMRO, in cable programme services in Ireland. It does not apply to the retransmission by cable in Ireland of UK terrestrial broadcasts which are the subject of a separate scheme entered into between the Cable Operators in Ireland and the consortium of rights owners (The Composite Agreement).

2. **Royalty Rates**

The following royalty rates applies to each channel (or part thereof) whether video or audio and video combined:-

Basic Unit * Charge x No. of Subscribers* x Viewer Hours* per annum

3. **Minimum Royalties**

The minimum royalty payable under this scheme for 2010 is €1,580.29 per annum.

4. **Cost of Living**

The rates set out in paragraph 3 are related to the Consumer Price Index of Retail Prices at November 2009 on the November 1989 base and are subject to changes in proportion to changes in that index figure.

5. **Value Added Tax**

Value Added Tax at the appropriate rate will be due on all payments to be made in accordance with this scheme.

6. **General Conditions**

This scheme is subject to the General Conditions applicable to Tariffs and Licences, a copy of which is available on request.

7. **Definitions**

“Basic Unit” (BU) is calculated by reference to BSkyB’s licensing arrangements with IMRO. The BU is arrived at by dividing the total number of cable homes that receive any BSkyB program into the annual sum paid by BSkyB to IMRO. The total number of viewer hours* is the cumulative of the BSkyB channels available on analogue subscription services.

Satellite Services Scheme – Explanatory Memorandum

“Subscribers” means the total number of cable homes to which the satellite service is available.

“Viewer Hours” means the total number of viewer hours as measured by Broadcasters Audience Research Board (BARB).

“Satellite Services” means any broadcast via satellite, originating abroad, that is made available in the Republic of Ireland on cable systems, the activities of which are subject to the Copyright and Related Rights Act 2000.

Satellite Services Scheme

AN AGREEMENT made the _____ day of _____ 2010
BETWEEN (1) IRISH MUSIC RIGHTS ORGANISATION LIMITED whose registered office is at Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2 ("IMRO") and **(2)[insert name]**, whose registered office is at [insert address] , ("the Licensee")

WHEREAS:

The Licensee wishes to include in a cable programme service musical works and words associated therewith in the repertoire of IMRO (as hereinafter defined)

NOW IT IS HEREBY AGREED as follows:-

1. In this agreement, unless the context otherwise requires:-
 - (a) "copyright owner" shall mean in respect of any act in relation to a musical work, or words associated therewith, the person in whom for the time being is vested the right to authorise other persons to do that act.
 - (b) "dramatico-musical work" shall mean an opera, operetta, musical play, revue or pantomime, insofar as it consists of words and music written expressly therefor.
 - (c) "licence year" shall mean a period of 12 months beginning on 1st January and any subsequent anniversary thereof.
 - (d) "repertoire of IMRO" shall mean all or any musical works including any words associated therewith in which rights to broadcast and to authorise others to do the same are or may be at any time during the term of this Agreement vested in IMRO in the territory.
 - (e) "the territory" shall mean the Republic of Ireland.
2. Subject to the exemptions and limitations hereinafter set out IMRO hereby grants to the Licensee licence and authority to include in a cable programme service the repertoire of IMRO in the territory.
3.
 - (i) The extent of the licence and authority hereby granted is set out in Schedule I hereto which schedule may be amended from time to time pursuant to any change in the extent of rights administered by IMRO. IMRO shall inform the Licensee in advance, if possible, if not as soon as possible thereafter of any change so made and shall supply the Licensee with a revised version of Schedule I.
 - (ii) In the event of any substantial amendment to Schedule I either party may require renegotiation in good faith of the terms of this Agreement without prejudice to the rights of either party under Clause 7.
4. In consideration of the licence and authority hereby granted the Licensee shall pay IMRO for the first year of the licence:-
 - (a) [insert service] - €
 - (b) [insert service] - €

Satellite Services Scheme

The amounts payable for the second and subsequent years of the licence will be varied by the number of cable sites the services are available on, CPI and changes in the 'BARB' measurement of viewer hours.

The Licensee shall also pay VAT on all royalties.

5. The Licensee shall during the term of this Agreement submit to IMRO details of musical works.
6. Each of the parties hereto shall during the continuance in force of this agreement furnish to the other promptly all information in its possession sufficient to enable either party to protect its interests; and in particular the Licensee shall furnish to IMRO information as to the extent, if any, to which the Licensee derives, through broadcasting, revenue from sources other than advertising, subscribers, donations or sponsorship.
7. If
 - (a) either IMRO or the Licensee goes into receivership or any resolution is passed for its winding-up or liquidation (other than for the purposes of reconstruction or amalgamation)
 - (b) any substantial amendment is made to Schedule I by IMRO pursuant to clause 3
 - (c) the Licensee commits any breach of its obligations under this Agreement which is not remedied within 30 days of written notice of the breach requiring its remedy from IMRO.

then, in the case of (a) above, the party which is not so affected and, in the case of (b) above, either party and, in the case of (c) above, IMRO may terminate this Agreement forthwith by notice in writing without prejudice to any right of action accrued prior to the date of termination.

8. This Agreement shall be deemed to have commenced on _____ and shall continue from year to year unless terminated by either party giving to the other 6 calendar months' notice to expire at the end of a 'licence year'.
9. This Agreement is personal to the Licensee. The Licensee shall not be entitled to assign any of its rights and obligations hereunder without the prior written consent of IMRO such consent not to be unreasonably withheld.
10. This Agreement shall be construed under the laws of the Republic of Ireland and both parties hereby submit to the non-exclusive jurisdiction of the Irish courts.

AS WITNESS the hand of _____ for and on behalf of IMRO

and the hand of _____ for and on behalf of the Licensee

Satellite Services Scheme

SCHEDULE I

The licence granted in clause 2 of this Agreement shall not extend to nor authorise the broadcast of:-

1. a dramatico-musical work; provided that the rights administered by IMRO do nevertheless include the right to broadcast on radio an excerpt or excerpts from a dramatico-musical work the total duration of which in the course of the same programme does not exceed 25 minutes or 25% of the total length of the work whichever shall be the shorter and which excerpt or excerpts -
 - (i) are not a "potted" version of the work or
 - (ii) are not or do not cover a complete act of the work;
2. words written for the purpose of a commercial advertisement unless such words are sung to music specially written for a commercial advertisement or to non-copyright music and the sung performance has a duration of not less than five seconds;
3. any musical work, with or without associated words by microwave distribution;
4. unless authorised in writing by IMRO or the copyright owner
 - (a) any musical work accompanied by any words other than those (if any) published or otherwise associated therewith by the copyright owner;
 - (b) any musical work with or without associated words in any adapted or rearranged form in such manner as to produce parodied or burlesqued effects;
5. any musical work, with or without associated words, in a dramatic form. A dramatic form shall be deemed to be created only by performance in a programme in which there is a distinct plot depicted by authors and where the story of the musical work and/or its associated words is woven into and carries forward the plot and its accompanying action. (A dramatic form shall not for example be deemed to be created by the use of costumes, scenery and/or dance routine merely to provide an acceptable presentation of the work). For the purposes of this paragraph, the word "actors" shall include actor-singers, mimers and/or puppets;
6. any musical work by means of a recording if the making of such recording infringed the copyright in such work;
7. any words associated with a musical work or ballet if unaccompanied by the music thereof.

Satellite Services Scheme

Date:

**IRISH MUSIC RIGHTS
ORGANISATION LIMITED**

and

[insert name]

**L I C E N C E
A G R E E M E N T**
