

**RULES AND
REGULATIONS**

OF THE

**IRISH MUSIC RIGHTS
ORGANISATION LIMITED**

EAGRAS UM CHEARTA CHEOLTA TEORANTA

*(Incorporating all amendments up to
and including 13th February 2002)*

RULES AND REGULATIONS

OF THE

IRISH MUSIC RIGHTS ORGANISATION LIMITED

EAGRAS UM CHEARTA CHEOLTA TEORANTA

An Association of Composers,
Authors and Publishers of Music

*(Incorporating all amendments up to
and including 13th February 2002)*

THE IRISH MUSIC RIGHTS ORGANISATION LIMITED

RULES

made pursuant to Clause 2(d) of the Memorandum of Association

RULE 1

In these Rules, unless there be something in the subject or context inconsistent therewith:-

"Affiliated Society" means any of the societies in other countries, having objects similar to those of IMRO, with which IMRO is for the time being affiliated.

"Author" means an author, adapter or translator of any words which are or may be associated with any music.

"Board of Appeal" means a board constituted in accordance with the provisions of Article 52(a) of IMRO's Articles of Association.

"Board of Directors" means the Board of Directors for the time being of IMRO as constituted and authorised to act pursuant to IMRO's Articles of Association.

"Composer" includes arranger of non-copyright music.

"Distribution" means any distribution which may, pursuant to these Rules, be made among the Members and Affiliated Societies out of the monies received by IMRO in respect of the exercise of the rights, licence or authority granted by them to IMRO; and "Distributed" and "Distributable" have corresponding meanings.

"Dramatico-Musical Work" means an opera, operetta, musical play, revue or pantomime, in so far as it consists of words and music written expressly therefor.

"Film" has the meaning ascribed to it in the Copyright and Related Rights Act 2000.

"IMRO" means the Irish Music Rights Organisation Limited.

"in Writing" means written or printed, or partly written and partly printed and includes any form of notation or code whether by hand or otherwise and regardless of the method by which or the medium in or on which, it is recorded.

"Member" means and includes any Full Member, Associate Member or Provisional Member elected to Membership of IMRO pursuant to the IMRO Articles of Association.

"Musical Work" shall mean any musical work whether now existing or hereafter composed and, without prejudice to the generality of the expression, includes:-

- (i) any part of a musical work,
- (ii) any vocal or instrumental music recorded on the soundtrack of any Film,
- (iii) any musical accompaniment to non-musical plays,
- (iv) any words or music of monologues having a musical introduction or accompaniment,
- (v) any other words (or parts of words) which are associated with a musical work (even if the musical work itself is not in copyright, or even if the Performing Right in the musical work is not administered by IMRO).

"Net Fee" means the net sum allocated as Distributable in respect of a particular work.

"Normal Basis of Division" means the basis laid down by the Board of Directors from time to time to regulate the apportionment of the Net Fees between two or more Persons Interested in the same work.

"Performance" includes, unless otherwise stated, any means of presentation of sounds or images or any combination of sounds or images or representations thereof, including presentation by means of a sound recording, Film, broadcast or cable programme of the work, or by any other means, and references to "Perform" and "Performing" shall be construed accordingly.

"Performing Right" means that part of the rights of copyright being the performing rights in relation to a musical work and including

1. that part of the making available right as defined in the Copyright and Related Rights Act 2000 ("the Act") comprising the following:-
 - (a) making available to the public of copies of the work, by wire or wireless means, in such a way that members of the public may access the work from a place and at a time chosen by them (including the making available of copies of works through the Internet);

- (b) performing, showing or playing a copy of the work in public;
 - (c) broadcasting a copy of the work;
 - (d) including a copy of the work in a cable programme service, but for the avoidance of doubt, does not include:-
 - (e) issuing copies of the work to the public;
 - (f) renting copies of the work;
 - (g) lending copies of the work;
 - (h) the reproduction right
 - (i) the distribution right
 - (j) the rental right;
 - (k) the lending right
2. The right to grant or refuse authorisation for cable retransmission of a broadcast or cable programme from another Member State of the European Economic Area in which the musical work is included,

as all of same are described or defined in the Act, and insofar as the above mentioned rights exist under the law in force from time to time relating to copyright in the State, and includes such corresponding or similar rights as subsist under the laws relating to copyright in the State and in all other countries in the world as are in force from time to time.

"Persons Interested" in a work means and includes any Member whom the Board of Directors in its discretion from time to time determines to be the Composer, Author or Publisher of a work as herein defined or Proprietor of any of the rights in such work which, under the Articles, may be administered by IMRO and any person elected to Membership as the successor of a deceased Member or other deceased person whom the Board of Directors in its discretion determines to have been the Composer, Author or Publisher of such work or Proprietor of any such rights in such work and any Affiliated Society.

"Proprietor" means a proprietor of any right which may be administered by IMRO in any music or in any words which are or may be associated with any music.

"Publisher" in respect of any works means any Member who has acquired the publishing rights or licence in the work and who has given an undertaking to use all reasonable endeavours to exploit the work for the benefit of the persons concerned and who has either:

- (i) published the work in the normal manner customary in the music trade, or
- (ii) filed with IMRO a certificate signed by the Writer(s) of the work authorising IMRO to treat the Member as otherwise exploiting the work for the benefit of the Persons Interested therein; provided that such certificate shall have no effect if at the time it was given or at the time the publisher acquired the publishing right or licence in the work, the Writer(s) had no interest in the copyright in the work.

"Secretary" means any person appointed to perform the duties of the Secretary of the Company.

"Share" means such proportion of the Net Fee as may be allocated to a Person Interested in a particular work.

"Work" means a work in which IMRO owns or controls any of the rights which, under the Articles, may be administered by IMRO.

"Writer" means a Composer or Author.

Words importing the singular number include the plural number and vice versa.

Words importing the masculine gender include the feminine.

Words importing persons include corporations.

References to copies of a work shall include the original of the work

RULE 2

- (a) By virtue of the rights vested or required to be vested in IMRO pursuant to its Articles of Association IMRO shall exercise and enforce, in accordance with these Rules, and for the benefit of its Members and the members of Affiliated Societies, all the rights and remedies conferred and provided by the Copyright Acts, 1963 and 1987, the Copyright and Related Rights Act 2000 and all other Acts for the time being in force, in relation to all works the rights

in which are vested in or controlled by or required to be vested in or controlled by IMRO pursuant to the said Articles. All monies received by IMRO in respect of the exercise of the rights, licence or authority granted by the Members and the Affiliated Societies shall, subject to the said Articles, be divided, apportioned, Distributed or otherwise dealt with in accordance with these Rules.

- (b) All sums collected by IMRO in respect of the exercise in the Republic of Ireland of the rights to be administered by IMRO in the works controlled, assigned to, or operated by IMRO shall in the first place be credited to such separate revenue accounts as the Board of Directors shall from time to time direct.
- (c) IMRO's expenses of, and incidental to, the collection and distribution of its revenue and the carrying out and administration of its business and operations shall be deducted from the sums credited respectively to the said revenue accounts in such a manner and in such proportions as the Board of Directors shall from time to time direct (without any apportionment of such expenses in respect of or among individual works). All sums remaining after such deductions as are authorised by these Rules or the Articles shall be Distributed among the Persons Interested in the several works, in such manner and in such proportions as the Board of Directors may from time to time determine, having regard to such value, in relation to the rights being administered by IMRO in the said works, as the Board of Directors may from time to time assign to each work and to the number of times the rights have been exercised in each work as determined from the returns made by the licensees of IMRO or in such other manner as the Board of Directors may from time to time determine, and as regards each such work among the Persons Interested therein in accordance with the Normal Basis of Division, subject to paragraph (e) of this Rule. Provided that pending such Distribution the Board of Directors may authorise the application of such amounts from the revenue accounts to the purchase of such investments, and upon such terms, as the Board of Directors shall from time to time determine.
- (d) All sums received by IMRO other than those specified in paragraph (b) of this Rule shall be dealt with and Distributed in accordance with paragraphs (b) and (c) of this Rule, subject to such modifications as may be necessary or the Board of Directors may from time to time direct.
- (e) (i) Subject to paragraph (ii) below, the Distribution of fees shall be governed by the present Rules, and the Normal Basis of Division may be varied by

agreement between the Persons Interested in such works upon written notice of such agreement, signed by such of the Persons Interested as may be affected by the variation, being given to IMRO on forms provided upon application for the purpose, or upon production to IMRO of the contract embodying such agreement, provided that the Share of the Publisher and or Proprietor of the Performing Right shall not exceed one half of the Net Fee.

- (ii) In the case of any work specifically written for a Film, the Share of the Publisher shall not exceed one-half of the Share allocable under the Normal Basis of Division, unless in the agreement between the Publisher and the Writer(s) of the work, the Publisher has undertaken to use all reasonable endeavours to exploit the work for the benefit of the Writer(s) by means additional to the inclusion of the work in the soundtrack of the Film for which it was commissioned and the public Performance or broadcasting of the Film in question or causing the work to be transmitted to subscribers to a cable programme service.
- (f) Any Member may by notice in Writing to IMRO require IMRO to pay to any person named in such notice the whole or any stated proportion of the total sum allocated to such Member at any given Distribution, provided that such notice does not specify any particular work, and provided that such notice shall cease to have effect automatically upon the bankruptcy, liquidation or cessation of business of such Member.
- (g) All sums allocated and unclaimed for three years after the sending out of IMRO's cheque or warrant for same, or notice thereof, to the last known address of the Member or of the person to whom he has directed payment thereof to be made, may be forfeited and placed to the reserve fund.
- (h) Distributions shall be made at such period or periods in each year as may be appointed by the Board of Directors, and, when made, shall be final and binding, save in respect of any valid claims made by the Persons Interested within a period of three years from the date of the Distribution concerned.

RULE 3

- (a) Every Member upon his election shall, where required by IMRO, notify Musical Works in which he is one of the Persons Interested as defined in Rule 1, and shall do so upon forms or in the manner prescribed by IMRO, and shall thereafter where required so notify Musical Works to IMRO as and when he becomes a Person Interested therein. Every such Member shall also deposit with IMRO, upon request by IMRO, a print copy of each such work. IMRO

shall not be responsible for any loss or damage sustained by any Member by reason of his failure to comply with the provisions of this Rule.

- (b) In the event that a Member makes a notification which in the opinion of the Board of Directors is false or misleading any registration of Persons Interested in a work which has been made by IMRO pursuant to such notification shall be ineffective.

RULE 4

Information may be submitted by a Member of IMRO upon forms or in any manner prescribed by IMRO in relation to the Performance of Musical Works which information shall be correct in all material particulars and may be used by IMRO in assessing sums to be Distributed to Members in accordance with Rule 2 above.

RULE 5

- (a) The Board of Directors may from time to time appoint a panel of persons to be known as the Board of Appeal to which it may refer a complaint or complaints by the Company against a Member and by a Member against the Company for hearing and determination.
- (b) The Board of Appeal shall consist of a Chairman who shall be legally qualified and two lay members. The Chairman and one lay member shall be neither employed by nor be a Member of IMRO. The other lay member may be a Member of IMRO but shall not be a member of the Board of Directors or of any Committee of IMRO; Remuneration of the members of the Board of Appeal shall be at the discretion of the Board of Directors.
- (c) If a complaint is referred to the Board of Appeal the Chairman of the Board of Appeal shall give such directions as he considers appropriate to ensure a fair and orderly hearing and determination of the complaint.
- (d) The Board of Appeal shall regulate its own procedure and shall determine the complaint after a fair and impartial hearing.
- (e) The Board of Appeal may dismiss a complaint or where it upholds a complaint against a Member may order the payment of fines, penalties, costs and expenses by a Member and the withholding of Distributions from a Member or where it upholds a complaint against the Company may order the payment to a Member of any Distributions found owing to a Member by the Company and the payment by the Company of costs and expenses incurred by the Member in bringing the complaint.

RULE 6

In the event of any dispute regarding infringement or ownership of the copyright in a Musical Work in IMRO's repertoire (which thereby calls into question any Member's entitlement to sums allocated or to be allocated for Distribution in accordance with Rule 2) and provided IMRO is notified in Writing and a request is made to that effect, and if satisfied that such dispute is being actively pursued, the Board of Directors may direct that payment of all or any part of such sums be suspended until the dispute has been resolved and written notice of any change in entitlement has been given to IMRO.

RULE 7

Licences and receipts shall be issued by IMRO only, and shall be on IMRO's official forms. They shall contain such provisions and conditions as may from time to time be deemed expedient.

RULE 8

Nothing hereinbefore or hereinafter contained shall restrict the right of any Member to deal as he may think fit with his rights in any Dramatico-Musical Works, except in so far as he may have vested such rights or any interest therein, or the control of any such rights or interest therein, to IMRO.

RULE 9

No legal proceedings shall be instituted or undertaken by any Member without the sanction of the Board of Directors in respect of the Performing Right in any works for the time being controlled by IMRO.

RULE 10

The following shall be pre-conditions to the grant by IMRO to a Member of a non-exclusive licence under Article 7(g):-

- (a) that the Member serve a written notice ("the Notice") on the Secretary of IMRO not less than two months prior to proposed first date of exercise by the Member of the rights sought to be acquired by the Member pursuant to Article 7(g) such notice to be sent to the registered office of IMRO in the form prescribed by IMRO from time to time. The Notice shall include the following:-
 - (i) the date or dates on which, or the period during which the Member proposes to exercise the rights granted to him or her pursuant to Article 7(g);

- (ii) the place or places within the Republic of Ireland at which the Member proposes to exercise the rights granted to him or her pursuant to Article 7(g);
 - (iii) the particular Work or Works in respect of which the Member proposes to exercise the rights granted to him or her pursuant to Article 7(g) (the "Relevant Works")
- (b) that the Member giving the Notice shall furnish to the Secretary of IMRO a written consent and release (in a form prescribed by IMRO from time to time) from all Persons Interested in the Performing Right in the Relevant Works consenting to the proposed exercise by the Member of the rights granted to him or her pursuant to Article 7(g) and releasing IMRO from any obligation to collect any royalty or other sums in respect of Performing Rights arising as a result of the exercise by the Member of the rights granted to him or her pursuant to Article 7(g).

RULE 11

Every Member shall refrain from doing anything likely to limit or prejudice the success of IMRO and shall co-operate with IMRO and its Officers and with his fellow-Members in enforcing the observance of these Rules and in furthering the interests of IMRO and shall render to IMRO, its Officers and his fellow-Members all reasonable assistance in that behalf.

RULE 12

Any additions to, or variations or alterations of these Rules shall be formulated by the Board of Directors and submitted to a General Meeting of IMRO for approval.

REGULATIONS

For a postal ballot under Article 57 (c)

- (1) The Date of the Annual General Meeting shall be announced in IMRO Right News or in some other fashion circulated to all Full and Associate Members not less than four calendar months before the date fixed for the AGM.
- (2) Nominations of candidates (which must comply with the provisions of Article 57) must be received at the IMRO registered office not less than three calendar months before the date fixed for the Annual General Meeting or other General Meeting of the Society. No nominations shall be accepted after 5 p.m. on the day three calendar months before the meeting, e.g. if the meeting is fixed for the 2nd July then all nominations must be received by 5 p.m. on 2nd April.
- (3) Each candidate shall supply in Writing with his/her acceptance of the nomination (or in the case of a Director who is proposed by the Board of Directors for re-appointment, within 14 days of such proposal);
 - (i) a short biography of his/her career not exceeding 300 words in length (but if longer, such biography may be edited by the Secretary as he shall in his absolute discretion think fit), and
 - (ii) if applicable, a complete list of directorships held currently and within the preceding five years.
- (4) As soon as possible thereafter but in any event not later than six weeks before the date of the meeting IMRO shall in the event that there are more candidates than vacancies for either Writer or Publisher directors send to all Members of IMRO entitled, pursuant to Article 57, to participate in a postal ballot of Members a list of the candidates in the appropriate category together with their biographies and a ballot paper which shall be in the form approved by the Board of Directors.
- (5) Completed ballot papers shall be returned to the office of the scrutineers on or before the date and time specified thereon and any ballot papers received after the date and time specified thereon shall be disqualified.
- (6) Any ballot papers incorrectly completed may be disqualified at the discretion of the scrutineers.

- (7) The results of any postal ballot shall be announced at the next General Meeting of IMRO.
- (8) The ballot shall not be invalidated by reason of any accidental omission to send a ballot paper to any Member entitled to vote nor by any failure of the postal system.
- (9) In the event of any candidates receiving the same number of votes, the successful candidate(s) shall be determined by the scrutineers by lot.

