

Publisher Member Agreement – Sole Trader / Partnership

This Agreement is made between

(1)

whose registered office is situated at

(the “**Publisher**”); and

(2) **IRISH MUSIC RIGHTS ORGANISATION CLG** whose registered office is at Copyright House, Pembroke Row, Lr Baggot Street, Dublin 2, D02 HW59, Ireland. (the “**Company**”)

The parties hereby agree as follows:-

1. Definitions

In this Agreement:-

1.1 Words and phrases which are not defined herein have the same meaning as in the Constitution of the Company.

1.2 Unless the context requires otherwise:

“**Musical Work**” means any musical work whether now existing or hereafter composed and, without prejudice to the generality of the expression includes:-

- (a) any part of a musical work,
- (b) any vocal or instrumental music recorded on the soundtrack of any Film,
- (c) any musical accompaniment to non-musical plays,
- (d) any words or music of monologues having a musical introduction or accompaniment,
- (e) any other words (or part of words) which are associated with a musical work (even if the musical work itself is not in copyright, or even if the Performing Rights in the musical work are not administered by the Company).

“**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 categories of right:-
 - (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:-

- (a) issuing copies of the work to the public;
 - (b) renting copies of the work;
 - (c) lending copies of the work;
 - (d) the reproduction right;
 - (e) the distribution right;
 - (f) the rental right;
 - (g) 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.

“**Rights Assigned**” has the meaning given to it in Clause 2 of this Agreement.

“**Rules**” means the rules and regulations of the Company adopted by the Company from time to time in accordance with the provisions of the Constitution of the Company.

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2. Assignment

- 2.1 The Publisher, in consideration for the performance by the Company of its obligations under this Agreement, hereby assigns to the Company ALL the under-mentioned rights in Musical Works which now belong to or shall hereafter be acquired by or be or become vested in the Publisher during the continuance of the Publisher's membership of the Company, and all such parts or shares (whether limited as to time, place, mode of enjoyment or otherwise) of, and all such interests in, any such rights as so belong to or shall be so acquired by or be or become vested in the Publisher (all which rights hereby assigned or expressed or intended to be assigned are hereinafter collectively referred to as the "Rights Assigned"), TO HOLD the same unto the Company for its exclusive benefit during such time as the Rights Assigned continue to subsist and (in accordance with the provisions of the Constitution of the Company for the time being in force) remain vested in or controlled by the Company.
- 2.2 Unless otherwise stated, the Rights Assigned under this Agreement are: The Performing Right for all parts of the world.
- 2.3 Subject to Article 7(h) of the Constitution of the Company, the Publisher is entitled to grant licences for non-commercial use of one or more of the Rights Assigned under this Agreement. The board of the Company shall, by notice in writing, specify the non-commercial uses in respect of which the Publisher is authorised to grant licences for non-commercial use.

3. Company's Obligations

The Company hereby covenants with the Publisher that the Company shall from time to time pay to the Publisher such sums of money out of the monies collected by the Company in respect of the exercise of the rights assigned to the Company in the works of its members as the Publisher shall be entitled to receive in accordance with the Rules.

4. Publisher's Obligations

- 4.1 The Publisher warrants and represents that the Publisher has good right and full power to assign the rights assigned in the manner aforesaid to the Company, and that the musical works in respect of which the Rights Assigned are hereby assigned or purported to be assigned do not or will not as the case may be infringe the copyright in any other work.
- 4.2 The Publisher covenants with the Company that:
- (a) the Publisher will at all times hereafter indemnify and keep the Company harmless from and against all loss, damage, costs, charges and expenses which the Company may suffer or incur in respect of any claims which may be made upon or against the Company in respect of or as a result of any exercise by the Company of any of the rights which are hereby assigned or purported to be assigned; and
 - (b) the Publisher shall and will so long as the Publisher shall continue to be a member of the Company do, execute, and make all such acts, deeds, power of attorney, assignments to or vesting in the Company or enabling the Company to exercise and enforce the rights assigned or any part thereof as the Company may from time to time reasonably require.
- 4.3 The Publisher agrees to be bound by the provisions of the Constitution of the Company and the Rules, copies of which are available on request or may be downloaded from the Company's website, www.imro.ie.

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5. Termination of membership and assignment of rights to the Publisher

5.1 Subject to the Rules and the Constitution of the Company (and, in particular, Articles 7(c1), 9(f) and 9(g) of the Constitution), the Publisher may:

- (a) by giving not less than three months' notice in writing to the Secretary of the Company, require the Company to assign to him one or more of the categories of rights that are comprised in the Performing Right; or
- (b) by giving not less than three months' notice in writing to the Secretary of the Company, terminate his membership.

The board of the Company may in its absolute discretion resolve that a notice under (a) or (b) shall only take effect from the end of the financial year in which the notice was given.

5.2 Subject to Articles 11, 11A and 11B of the Constitution of the Company, if there are payments due to the Writer for acts of exploitation which occurred before the assignment or the termination of his/her membership under 5.1 (a) or (b) took effect, or under a licence granted before such termination or assignment took effect, the Writer shall be entitled to receive such payments and retain such rights as he/she shall be entitled to retain under any laws made pursuant to Directive 2014/26/EU of 26 February 2014 on Collective Management of Copyright and Related Rights.

6. General

6.1 This Agreement, the application form submitted by the Publisher to the Company and any document referred to in this Agreement constitute the entire agreement between the parties and supersede all previous agreements and understandings between the parties with respect to the subject matter of this Agreement.

6.2 No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. Neither party has any authority or power to bind, to contract in the name of, or to create liability for, the other party in any way of for any purpose.

6.3 This Agreement is governed by, and shall be construed in accordance with, the laws of Ireland.

IN WITNESS HEREOF the parties have executed this Agreement on

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SIGNED by
the **PUBLISHER**
was affixed hereto:

For office use only

SIGNED by for and on behalf of
THE IRISH MUSIC RIGHTS ORGANISATION CLG

(Director)

(Director / Secretary)