

MCPS (Ireland) Ltd.
Copyright House,
Pembroke Row,
Lower Baggot Street,
Dublin 2,
t. +3531 676 69 40
f. +3531 661 13 16



PLEASE SIGN AND RETURN BY FAX TO 01 6611316

To	Media Licensing Dept. MCPS Ireland Ltd. Copyright House Pembroke Row, Dublin 2	From	Company:	
			Address:	
			Contact:	
			Email:	
			Tel:	
			Fax:	

Date: __ / __ / __.

Attention: Media Licensing Department

Re: Code of Conduct relating to the use of Production Music.

I/We acknowledge receipt of your fax relating to the above and the enclosed Code of Conduct.

I/We confirm that I/we have read and considered the terms and the conditions of the Code of Conduct. I/We wish to benefit from the authorisation to record Production music contained in the code, and accordingly hereby offer to enter into a legally binding agreement with you, the terms and conditions of which are set out in the Code of Conduct.

I/We understand that you will notify us in due course whether or not our offer has been accepted, and that the agreement will take effect from a date to be notified to us.

Signature: _____

Name: _____

For and on behalf of: _____

Production Company Other - Please specify.

Facility House

Membership of Trade/Industry Associations - Please state:

1. _____
2. _____

CODE OF CONDUCT RELATING TO THE USE OF PRODUCTION MUSIC BY PRODUCTION COMPANIES

This document contains the terms and conditions of the agreement entered into between the Mechanical-Copyright Protection Society Limited (“MCPS”) and a Production Company where the Production Company has offered to enter into an agreement on such terms and conditions and MCPS has notified the Production Company of its acceptance of that offer.

1. MCPS enters into this Agreement on behalf of itself and its current and future Production Music Library members (previously known as Library Music Publishers, and called in this agreement “Production Music Publishers”).
2. MCPS hereby authorises the Production Company to record those Music Works and Sound Recordings known as Production Music controlled or administered by the Production Music Publishers (“Production Music Works”) during the period of this Agreement from sound carriers supplied by Production Music Publishers (“Production Music Discs”) for incorporation only in productions within one of the categories of use referred to in the MCPS Schedule of Royalty and other Fees (‘the ratecard’)
3. In return for the above authorisation, the Production Company agrees that it will at all times comply with the terms and conditions set out in this Agreement. The authorisation is conditional upon the Production Company doing this, both as regards terms which the Production Company must comply with before and after carrying out a particular recording.
4. (a)The relevant MCPS Application for Music Licence must be fully and accurately completed by the Production Company and received by MCPS in accordance with the following rules . The Production Company must complete both parts A and B of the Application for Music Licence Form set out in either the MCPS Music Log Sheet set (Document No.54-24) or the MCPS Application for Music Licence set (Document No.54-34) or such electronic documents as may supercede them. This must be carried out for each separate production incorporating any Production Music Work, and the Production Company must deliver the properly completed Form to MCPS immediately upon completion of the production.

(b) MCPS recognises that in exceptional cases, because exploitation of the production has to be arranged at short notice, it may be impossible for the Production Company to deliver the appropriate document referred to above and therefore obtain a licence prior to first use, as referred to in Clause 5 (c) below. In such cases,, the document must be delivered to MCPS as soon as possible, and in any event no later than 7 days after such first exploitation. This exemption from the standard procedure must be applied in good faith, and not be allowed to become usual practice. It is not available as a facade for dilatoriness, or as a method of delaying licence applications or payment.
5. (a)Licences for the recording of Production Music Works are granted in the form of invoices at rates published in the MCPS Schedule of Royalty and Other Fees. However, where the relevant Application for Music Licence has not been received by MCPS in accordance with the provisions of this Agreement. MCPS on behalf of the Production Music Publishers reserves the right to charge rates above those published.

(b) Licences are at all times conditional upon full compliance with the terms and conditions set out in the licence document, including the payment of the royalties and other fees specified in the invoice and Vat thereon within the period stated in the invoice. The standard terms on which licences are granted for the use of Production Music Works are printed on the invoice. Specimen copies may be obtained from MCPS upon application, but these may be subject to change from time to time.

(c)Subject to Clause 4(b), the licence must be obtained and the payments made before any production incorporating a Production Music Work is transmitted, broadcast, shown, exhibited, distributed, exploited or used in any way other than use strictly necessary for the sole purpose of completing the production.

6. MCPS may give written notice of not less than 5 working days that it wishes to carry out verification procedures at the Production Company's premises. Where this notice has been given, the Production Company will allow MCPS through its authorised representatives to attend any of the Production Company's premises, and inspect and take copies such books, documentary records and supporting documentation (for example, the Client's production details) as they consider are required to check that the Production Company is fulfilling its obligations under this Agreement. The Production Company undertakes that it will maintain books and documentary records and such underlying documentation as will enable the representatives to carry out their task satisfactorily. This Clause and Clause 7 apply even after this Agreement has been terminated, but only for a period of one year thereafter.
7. During any inspection, the representatives shall be entitled by means of the Production Company's technical facilities to inspect and play any recordings or masters (or copies thereof) of productions and Production Music Discs, for the purpose of ensuring that no infringements of copyright are taking place (albeit unwittingly), and to check that the Production Company is fulfilling its obligations under this Agreement. Where it is inconvenient for the Production Company to allow access to its technical facilities, the Production Company will allow MCPS to borrow for no more than 3 working days the recordings or master tapes or copies thereof.
8. Where the Production Company is or becomes a member of a trade organisation or other similar organisation or association with whom MCPS has an agreement with regard to the use of Production Music Works, this Agreement shall be subject to the terms and conditions of that agreement. If the latter agreement ceases to have effect for any reason, this Agreement shall again apply with effect from the date of termination.
9. The Production Company acknowledges that this Agreement does not authorise or licence any of the following without the prior written consent of the relevant Production Music Publisher:-
 - (a) the addition of lyrics to any Production Music Work;
 - (b) any alteration to or adaptation or arrangement of the Production Music Works other than editing or cutting the same, altering the speed thereof, or combining the same with other works or material (other than addition or lyrics).
10. Notwithstanding anything else in this Agreement, any authorisation to record Production Music Works is subject to the fundamental conditions that a licence is obtained and the royalties and fees paid as referred to in Clause 5 above. Where a licence is not obtained, or is ineffective because any of the conditions of the licence have been breached, then any authorisation to record a Production Music Work which may have applied (expressly or impliedly, and whether or not by reason of this Agreement) shall be deemed never to have any effect. No authorisation to record Production Musical Works is granted by the supply of Production Music Discs.
11. This Agreement may be terminated by either party upon 4 weeks written notice. In addition, MCPS may terminate this Agreement immediately by notice in writing if the Production Company does not comply with any one or more of its obligations.
12. MCPS documents nos. 54-20, 54-24 and 54-34 are available on application to MCPS at the above address, and the Production Company hereby confirms that it is familiar with these documents or such electronic documents as may supercede them. All references to such documents are references to the documents as published and updated from time to time by MCPS. Save as specifically set out in this Agreement, the terms and conditions of those documents apply in full.
13. This agreement is only between MCPS and the Production Company, and its terms and conditions may not be relied on by any other party. It may not be assigned.