

Publisher Member Application - Sole Trader / Partnership

About IMRO

IMRO is a national organisation that administers the performing right in copyright music in Ireland on behalf of its members - songwriters, composers and music publishers - and on behalf of the members of the international overseas societies that are affiliated to it. IMRO's function is to collect and distribute royalties arising from the public performance of copyright musical works.

Music users such as broadcasters, venues and businesses must pay for their use of copyright music by way of a blanket licence fee. IMRO collects these monies and distributes them to the copyright owners involved. The monies earned by copyright owners in this way are known as public performance royalties.

IMRO is also prominently involved in the sponsorship and promotion of music in Ireland. Every year it sponsors a large number of song contests, music festivals, seminars, workshops, research projects and showcase performances.

Are you eligible for membership?

To qualify for publisher membership of IMRO all applicants must have a minimum of ten musical works in their publishing catalogue. Of these ten works, at least five must have received some form of commercial exploitation in the E.U. territory within the past two years.

How do I apply?

In order to apply you must fill in the attached Application Form and Member Agreement, print them both out, sign them and then submit them to us along with the other documents listed below. The Member Agreement (which includes an assignment of specified rights in your copyright works to IMRO) will only take effect if IMRO accepts your application for membership. If you are in doubt as to the effect of the Member Agreement you are advised to obtain legal advice before signing it.

Checklist

Important: Please ensure that **ALL** of the following are included as part of your application before forwarding this to IMRO:



1. Signed Member Agreement.

2. Fully completed and signed Application Form.

3. Evidence of commercial exploitation for 5 of the minimum of 10 qualifying works (such as details of commercial recordings or broadcasts).

4. Copies of contracts with the writers of the works listed.

5. A catalogue/listing of all works under the publisher's control.

6. Copy of publisher's headed notepaper.

7. In the case of a partnership, a copy of the partnership agreement.

8. In the case of a sole proprietor, a copy of the publisher's birth certificate, passport or driver's licence.

INCOMPLETE APPLICATIONS WILL BE RETURNED

Publisher Member Application - Sole Trader / Partnership

IMRO permits applicants to exclude certain categories of the Performing Right from being assigned to IMRO (see Article 7 (c)(i) of IMRO's Constitution). Do not sign this Agreement if you do not intend to assign to IMRO the right to collect royalties in respect of all of the categories of rights comprised in the Performing Right. Contact membership@imro.ie / +353 1 6614844 to obtain an amended form which covers only the categories of the Performing Right in respect of which you want IMRO to collect royalties on your behalf.

If you want to exclude certain categories of the Performing Right from being administered by IMRO then you will be subject to additional royalty administration fees as approved by the IMRO Board.

Information relating to management fees and other deductions from the rights revenue is available on the IMRO website: www.imro.ie/music-creators/royalty-distribution-schedule/

Subject to Article 7(h) of IMRO's Constitution, members of IMRO are entitled to grant licences for non-commercial use of one or more of the works of which that member is the composer, author, publisher or proprietor. The IMRO Board shall, by notice in writing, specify the non-commercial uses in respect of which the member is authorised to grant licences for non-commercial use.

A member has the right to terminate the authorisation of IMRO to manage its rights, categories of rights or types of works or to withdraw from IMRO any of the rights, categories or rights or types of work in accordance with the Constitution of IMRO and the terms of the Member Agreement and, upon such termination or withdrawal, he/she shall retain such rights as he/she is entitled to retain under the terms of the Constitution and the Member Agreement.

Should you have any further questions or require any assistance, please contact our Membership Department at +353 1 661 4844 or by email at membership@imro.ie.

*Please notify IMRO if any of the details on this form change.

DATA PROTECTION NOTICE:

Please note that the personal data provided by you on this form will be used by IMRO only for the purpose of the administration of your works, royalty payments and any related activities associated with your membership of IMRO and registration of your works with IMRO, MCPS & Affiliate Societies.

Our legal basis for obtaining, processing and sharing this personal data is to perform our membership agreement with you, to perform our obligations under the Sub Agency Agreement between IMRO and MCPS/MCPSI/PRS and to comply with our legal obligations.

For these purposes we may disclose such data to our service providers, agents, Affiliate Societies and MCPS/MCPSI.

For purposes of the Data Protection Acts 1988 to 2018 (as amended, superseded or replaced from time to time) and the General Data Protection Regulation (the "DPA"), IMRO is the data controller.

Sharing of your data with Affiliate Societies & CISAC and transfers of your Data outside the EEA

To facilitate the worldwide licensing of your works, IMRO shares its Members' Personal and works information with Affiliate Societies around the world. Affiliate Societies share their members' personal data likewise with IMRO. This information is shared using central database tools that are operated by CISAC or Affiliate Societies on the instructions of CISAC or Affiliate Societies themselves such as International Copyright Enterprise (ICE). Such information is shared on a Joint Controller and a Controller to Controller basis.

To enable us licence your works on a worldwide basis we do transfer some of your personal data to Affiliate Societies outside the EEA.

This sharing is done on the basis of signed Reciprocal Agreements between IMRO and each of our Affiliate Societies.

IMRO will use the following provisions to protect members personal data when it is transferred outside the EEA:

- reliance on an adequacy decision from the European Commission in respect of a particular country relating to the safeguards for personal data in that country.
- for transfers to the US, Privacy Shield certification and
- use of European Commission approved Standard Contractual Clauses.

If you do not provide the personal data we need, or help us keep your data up to date, we may not be able to continue to fulfil our membership contract with you.

For further details of why and how we manage your data please see our Privacy Statement at <https://www.imro.ie/privacy-statement/>

Details of our Data Protection Officer are available on request and he may be contacted via email to dpo@imro.ie.

We will keep the personal data supplied with this application form for the duration of your membership and for a further 7 years thereafter.

Further information on our Data Retention Policy is available on request.

Publisher Member Application - Sole Trader / Partnership

You have the following rights in relation to your data which is held by us

- The right to access the data we hold about you;
- The right to require us to rectify any inaccurate data about you without undue delay;
- The right to have us erase any data we hold about you in circumstances such as where it is no longer necessary for us to hold the data for your use of our services;
- If you have given and now wish to withdraw your consent to the processing;
- The right to object to us processing data about you for direct marketing;
- The right to ask us to provide your data to you in a portable format or, where technically feasible, for us to port that data to another service provider provided it does not result in a disclosure of data relating to other people;
- The right to request a restriction of the processing of your data.

Where our processing of your information is based on your consent to such processing (see Marketing Communications below, you have the right to withdraw that consent at any time but any processing that we have carried out before you withdrew your consent remains lawful.

You may exercise any of the above rights by writing to IMRO, Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2, D02 HW59 or by email to dpo@imro.ie and in each case marked for the attention of Data Protection Officer, IMRO.

You may lodge a complaint with Data Protection Commission by post to Data Protection Commission, Canal House, Station Road, Portarlinton, Co Laois. R32 AP23 or by emailing info@dataprotection.ie

Marketing Communications (*this does not affect our right to communicate with you via email or otherwise for the purposes of managing your membership of IMRO*)

IMPORTANT

If you wish to receive IMRO marketing information, details of music industry seminars, industry invites, workshops, career enhancing opportunities, competitions, promotions, event notifications and other useful information by email please tick this box

Publisher Member Application - Sole Trader / Partnership

* Denotes mandatory fields which must be completed by applicant(s)

*Name(s) of applicant(s):

*Trading or Business Name:

*Trading Address:

*Tax residency area:

*Registered office:

*Telephone No:

Mobile No:

*Email:

Website:

Name, Phone & Email of any other person(s) who may liaise with IMRO regarding the company's membership (eg. administrator):

*Please indicate the Publisher's company status (tick as appropriate) Partnership Sole Proprietor

PARTNERSHIP

Date Partnership commenced trading

If the publisher is a Partnership, please provide the full names of all Partners:

1.

2.

3.

4.

Please provide a copy of the Partnership Agreement.

Publisher Member Application - Sole Trader / Partnership

SOLE PROPRIETOR

Date Sole Proprietor commenced trading

Please provide proof of identity in the form of a copy of a birth certificate, passport or driver's licence.

*State if you are or ever have been, a member of any other society or organisation administering performing rights anywhere in the world

Yes No

If YES please state which society

*State if you propose to exclude any country from the territory in which rights are to be administered by IMRO on your behalf

Yes No

If YES please state which country

I/We apply for membership of the IRISH MUSIC RIGHTS ORGANISATION CLG

I/We understand that if admitted, my/our membership will be subject to the Constitution of the Company and that my/our rights, obligations and liabilities will be governed by the Constitution and the Rules and Regulations made thereunder.

(*The Constitution can be viewed at www.imro.ie)

*Signature 1.

Signature 2.

*Date.

Date.

INITIAL CATALOGUE - LIST OF WORKS

*Publisher Name:

**Copies of all writer assignments must be enclosed*

Please list below your initial 5 works, the composers of which must ALL be listed, whether they are members of a performing rights organisation or not

*Work Title	Writer(s) / Composer(s)	*Date Assigned to Catalogue

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.

Publisher Member Agreement – Sole Trader / Partnership

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.

Publisher Member Agreement – Sole Trader / Partnership

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

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

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)

(Directory / Secretary)

Publisher Member Application - Sole Trader / Partnership

Benefits of IMRO Membership

IMRO is a national organisation that administers the performing right in copyright music in Ireland on behalf of its members (songwriters, composers and music publishers) and on behalf of members of the 80+ international overseas societies that are affiliated to it.

In 2009 Mechanical Copyright Protection Society (Ireland) Ltd (MCPSI) outsourced its operations in Ireland to IMRO and as of January 2016, IMRO also acts as agent for Phonographic Performance Ireland (PPI), collecting public performance royalties on behalf of record producers and performers. This positions IMRO as the one-stop-shop for music licensing in Ireland.

IMRO is now recognised as one of the leading performing right organisations in the world due to its proactive policies in such areas as frequency of royalty distributions, transparency of operations and as a driving force on initiatives at international level that champion and protect the rights of creators throughout Europe and the USA in particular.

IMRO's international reputation has grown considerably in a relatively short period of time and this is supported by the fact that IMRO now directly represents the interests of a growing number of major music publishers. In addition to this, our membership base continues to increase steadily with members based throughout the world.

We have become a trusted partner for music creators who recognise that their interests are well served by an organisation that has royalty maximisation and creators rights at its core.

IMRO does not apply any additional administration charges on overseas royalty earnings. For example, royalties earned from radio, TV, online or live performances of IMRO members' works that take place in the USA, Germany, Asia etc., are forwarded on to IMRO members by IMRO without it applying any additional administration charges. IMRO takes the view that the local performing rights organisation in the territory where the work has been performed has already applied an administration charge and identified who has written the work, so IMRO members should not be penalised again by adding on an additional administration charge. Most other performing rights organisations apply additional administration charges on overseas royalties before passing royalties on to their members. These admin charges can be significant.

IMRO issues royalty payments to its members on a monthly basis, making it one of the most efficient societies in the world. Most other societies do so on a quarterly basis. IMRO members have full access to their royalty statements through an online portal area which is available through the IMRO website. We use state of the art cloud based technology to deliver a premium service.

IMRO members have direct access to a named team member in our distribution & membership departments who will deal with any queries that might arise throughout the year. This ensures a focused personal level of customer service. Most other collection societies are not in a position to offer this level of direct contact.

We have many members, writers and music publishers, based all over the world and through our affiliated agreements with our sister societies we are well positioned to protect our members' interests worldwide.

A member of IMRO can have all their earnings from EU territories processed and paid out in Euros avoiding all foreign exchange rate risks and any unnecessary bank charges.

IMRO is taking a lead role at an EU level in driving forward on a number of key initiatives that protect and advance the rights of music creators.

