



**CLAUSE 3(d) RULES
OF THE IRISH MUSIC RIGHTS ORGANISATION
COMPANY LIMITED BY GUARANTEE**

The Board of Directors made these Rules by resolution dated • May 2023 (subject to the amendment to Clause 3(d) by special resolution of the Members) to take effect from the date they are approved by the Members of the Company in accordance with Article 54.1 of the Articles of Association by resolution dated 15 June 2023.

THE IRISH MUSIC RIGHTS ORGANISATION COMPANY LIMITED BY GUARANTEE

RULES

made pursuant to Clause 3(d) of the Memorandum of Association

RULE 1

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

“Act” means the Companies Act 2014 and every statutory modification and re-enactment thereof of the time being in force.

“Acts” means the Act, all statutory instruments which are to be read together as one with the Act and every statutory modification and re-enactment thereof for the time being in force.

“Affiliated Societies” means any of the societies in other countries, having objects similar to those of the Company, and with which reciprocal representation agreements have been entered into.

“Associate Member” means a Member of the Company elected to associate membership pursuant to Article 5, and having the rights, privileges and obligations provided for associate Members by these Articles.

“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 54.2

“Board of Directors” means the Board of Directors for the time being of the Company, as constituted and authorised to act pursuant to these Articles.

“Chief Executive” means the chief executive officer or other manager for the time being of the Company (by whatever title so called).

“Company” means Irish Music Rights Organisation Company Limited by Guarantee.

“Composer” includes arranger of non-copyright music.

“Director” means a member of the Board of Directors.

“Directive” means Directive 2014/26/EU of the European Parliament and of the Council of 26 February 2014 on collective management of copyright and related rights and multi-territorial licensing of rights in musical works for online use in the internal market.

“Distribution” means any distribution which may, pursuant to the Rules, be made among the Members and Affiliated Societies out of the monies received by the Company in respect of the exercise of the rights, licence or authority granted by them to the Company; 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.

“Eligibility Requirements” means the requirements set out in Article 4 which a person must satisfy to be eligible for admission to Membership.

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

“Film Synchronisation Right” means in respect of any work the exclusive right in any part of the world to record the work on the soundtrack of any film.

“Full Member” means a Member of the Company elected to full membership pursuant to Article 5, and having the rights, privileges and obligations provided for full Members by these Articles.

"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 Full Member, Associate Member and Provisional Member.

“Membership” means membership of the Company.

“Musical Work” shall mean 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).

"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.

“Officer of the Company” means any Director, the Chief Executive and the Secretary for the time being of the Company.

“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 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:-
 - (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 the Company 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 the Company in any music or in any words which are or may be associated with any music.

"Provisional Member" means a Member of the Company elected to provisional membership pursuant to Article 5, and having the rights, privileges and obligations provided for provisional Members by these Articles.

"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.

"Qualifying Criteria" means the criteria for Membership prescribed in accordance with Article 5.

"Rules" mean the Rules from time to time made for the purposes mentioned in Clause 3(d) of the Memorandum of Association.

"Regulations of 2016" means the European Union (Collective Rights Management) (Directive 2014/26/EU) Regulations 2016 (S.I. No. 156 of 2016).

"Seal" means the common seal of the Company.

"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.

"State" means the Republic of Ireland.

"Successor" means any person eligible for Membership under Article 4(b).

"User-owned Publisher" means:-

(a) any company in which more than fifty per cent of the shareholding is owned or controlled by persons whose main business or a substantial part thereof consists in any activity requiring a licence from the Company or from any of its Affiliated Societies; or

(b) any firm in which more than fifty per cent of the assets are owned or controlled by persons whose main business or a substantial part thereof consists in any activity requiring a licence from the Company or from any of its Affiliated Societies.

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

"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.

Words or expressions contained in these Articles shall bear the same meaning as in the Acts, or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

RULE 2

(a) By virtue of the rights vested or required to be vested in the Company pursuant to its Articles of Association the Company 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 the Company pursuant to the said Articles. All monies received by the Company 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 the Company in respect of the exercise in the Republic of Ireland of the rights to be administered by the Company in the works controlled, assigned to, or operated by the Company shall in the first place be credited to such separate revenue accounts as the Board of Directors shall from time to time direct.

(c) The Company'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, in accordance with the Company's general policy on deductions from rights' revenues and from any income arising from the investment of rights' revenue, 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 the Company 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 the Company 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, in accordance with the Company's general investment policy with regard to rights' revenue and to any income arising from the investment of rights' revenue and the Company's risk management policy, from time to time determine.

(d) All sums received by the Company 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 the Company on forms provided upon application for the purpose, or upon production to the Company 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 the Company require the Company 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 the Company's payment 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 in accordance with the Company's general policy on the distribution of amounts due to rightholders, 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 the Company, 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 the Company, and shall thereafter where required so notify Musical Works to the Company as and when he becomes a Person Interested therein. Every such Member shall also deposit with the Company, upon request by the Company, a print copy of each such work. The Company 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 the Company pursuant to such notification shall be ineffective.

RULE 4

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

RULE 5

(a) The Company's Board of Directors may from time to time appoint a panel of persons to be known as the Board of Appeal to which it, or the Chief Executive, may refer for determination any complaint or complaints by a Member, customer or rightsholder against the Company or by the Company against a Member, customer or rightsholder for hearing and determination, including any such complaint relating to the Regulations of 2016.

(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 the Company. The other lay member may be a Member of the Company but shall not be a member of the Board of Directors or of any Committee of the Company; 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.

RULE 6

In the event of any dispute regarding infringement or ownership of the copyright in a Musical Work in the Company'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 the Company 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 the Company.

RULE 7

Licences and receipts shall be issued by the Company only, and shall be on the Company'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 the Company.

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 the Company.

RULE 10 – assignment

For the purposes of Article 7.4(d), 7.10 and Article 9.5(c) of the Company's articles of association, the following shall be pre-conditions for the assignment by the Company, to the Member, of any one or more of the categories of rights comprised in the Performing Right (including, for the avoidance of doubt) the right to perform live in public one or more of the works of which the Member is a composer or author and (in the case of Writer Members) the Film Synchronisation Right (the "Assignment"):

- a) The Member shall give the Company 20 working days' written notice (the "Notice") that such Member requires the Assignment;
- b) The Notice shall be in such form as the Company may reasonable prescribe and shall be signed by every Member by whom the Assignment is required;
- c) The Member shall have given to the Company an indemnity in such form as the Board may from time to time reasonably require;

- d) No person who has signed the Notice shall at any time prior to the services of the Notice, have breached the terms of any licence or assignment granted by the Company; and
- e) The Member shall pay to the Company such fee as shall be determined by the Board who shall, in so determining such fee, be entitled only to take into account any expenses which may be reasonably incurred by the Company in connection with and or in the alternative arising out of the granting of the Assignment.
- f) The Board may waive or cause to be waived the requirement for notice (or for any part of the notice period) referred to in Rule 10.a) or some or all of the requirements of Members set out in this Rule where, in the opinion of the Board, it would be in the best interests of the Company as a whole and such waiver would not thereby prejudice the effective management of rights.

The Board shall cause the form of notice, indemnity and the Fee to be published on the Company's website.

RULE 11 – direct licencing for non-commercial use

For the purposes of Article 7.11 of the Company's articles of association, the following shall be pre-conditions for the exercise by a Member of the right to grant direct licences for the non-commercial use of one or more of the Works of which that Member is the composer, author, publisher or proprietor (a "Direct Licence"):

- a) Any application made by a Member must comply with any notice in writing, general or specific, made by the Board.
- b) The Member shall have applied to the Company not less than one month in advance (the "Application") for authorisation to grant a Direct Licence;
- c) The Application shall be in such form as the Company may from time to time prescribe and shall contain the following:
 - i. The Work that will be excluded (where no work is specified, the notice will be presumed to apply to any and all of the works of which the Member is composer or publisher);
 - ii. The proposed use, user and usage dates and place within the State where intended to be used of the excluded works;
 - iii. Any other relevant information as the Company may reasonably require, to enable the exercise of this right to be given effect;
 - iv. Where the Work is the work of joint or co-authorship and or in the alternative are jointly published, the name of the joint or co-authors and or in the alternative, publishers, as the case may be;
 - v. An undertaking to indemnify the Company in such form as the Board may from time to time prescribe; and
 - vi. Such sum, by way of expenses as may from time to time be determined by the Board pursuant to Article 11.4 of the Company's articles of association, to reimburse the Company for any expenses reasonably incurred in connection with the application.
- d) Not more than ten (10) days after receipt of the Application, the Company shall notify the applicant as to whether or not it is willing to grant a Direct Licence and, where it is willing to do so, any conditions to which such authorisation is subject, including the commencement date of

the authorisation, its duration and such other conditions as the Company may reasonably required.

- e) Where the Company refuses authorisation, it shall give reasons for doing so to the Member and if and where it has been paid by the applicant, return the sum paid by way of expenses.
- f) The Company shall not be required to consider any application within the time limit referred to in Rule 11.c) in any case where the Application does not satisfy the requirements of this Rule 11.
- g) The Board may waive or cause to be waived the requirement for notice (or for any part of the notice period) referred to in Rule 11.b) or some or all of the requirements of Members set out in this Rule where, in the opinion of the Board, it would be in the best interests of the Company as a whole and such waiver would not thereby prejudice the effective management of rights.

RULE 12

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

RULE 13

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 the Company for approval.