

OIREACHTAS (BROADCAST PROCEEDINGS) PSI LICENCE:

Licence to re-use pursuant to the European Communities (Re-Use of Public Sector Information) Regulations 2005 to 2015 (SIs 279/2005, 103/2008, and 525 of 2015) Public Sector Information in the nature of Broadcast Proceedings

WHEREAS:

- A. Article 1 of Directive 2003/98/EC as amended by Directive 2013/37/EU delineates the documents (as the term “*document*” is defined by those Directives) to which Directive 2003/98/EC as amended applies, and various documents of that description are held by the following public sector bodies or one or more of them:
- (1) The Houses of the Oireachtas or one or other of them;
 - (2) The Houses of the Oireachtas Commission;
 - (3) The Houses of the Oireachtas Service
- B. For ease of reference only, and without providing an exhaustive description or limiting the Directives or Regulations in any way, the following are indicative of documents to which the Directives and Regulations do not apply:
- (1) Documents or parts of documents re-use of which is restricted to give effect to a person’s entitlement to have his or her personal data protected;
 - (2) Documents or parts of documents constituting “*exempt records*” for the purposes of the *Freedom of Information Act 2014*;
 - (3) Parts of documents containing only logos, crests and insignia, such as the official harp and other State emblems of Ireland;
 - (4) Documents or parts of documents held by a public sector body for the fulfilment of a public sector broadcasting remit;
 - (5) Rights enjoyed by third persons which the Licensor is not authorized to license;
 - (6) Information subject to other intellectual property rights, including patents, trademarks, and design rights.

THE LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. Interpretation

1.1. These words and phrases have the following meanings in this Licence:

- “**Broadcast Proceedings**”: Any recording in sound, vision, or sound and vision, of the proceedings of either House of the Oireachtas or both Houses, or of a committee of one House or both of them, that is subject to Dáil Standing Order 139, Seanad Standing Order 97, or any amendment or replacement for either or both those Standing Orders, including any reproduction of that recording or excerpt from it (whether or not constituting or with a view to achieving a moving image);
- “**Directives**”: Directive 2003/98/EC and Directive 2013/37/EU;
- “**Licence**”: This Agreement made between the Licensee and a body governed by public law;
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- “Licensor”:** The copyright holder of a document licensed under this agreement and the body governed by public law issuing the document; and
- “Recitals”:** This Licence from the word “*Whereas*” to, where they appear at the close of Recital B, the words “*and design rights*”, inclusive;
- “Regulations”:** The *European Communities (Re-Use of Public Sector Information) Regulations 2005* (SI 279 of 2005), as amended by the *European Communities (Re-Use of Public Sector Information) (Amendment) Regulations 2008* (SI 103 of 2008), and the *European Communities (Re-Use of Public Sector Information) (Amendment) Regulations 2015* (SI 525 of 2015):

- 1.2. A word or expression that is used in this Licence has, unless the contrary intention appears, the same meaning in this Licence that it has in the Directives and Regulations.
- 1.3. In this Licence, unless the context requires otherwise, words importing the singular number include the plural and *vice versa*, and words importing any particular gender include any other gender.
- 1.4. Any reference in this Licence to any statute or statutory provision must be construed as referring to that statute or statutory provision as it may be from time to time amended, modified, extended, re-enacted or replaced (whether before or after the creation of this Licence) and including all subordinate legislation from time to time made under it.

2. Documents covered by this Licence

- 2.1 This Licence only covers a document (as defined in the Directives and Regulations) to which the Directives and Regulations apply and which is not excluded by the terms of this Licence.
- 2.2 This Licence does not cover documents unless they constitute Broadcast Proceedings (including, but not limited to, the release of those Proceedings on the Internet by means of the World-Wide-Web) as defined in Paragraph 1.1.

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- 3.1 A document covered by this Licence may be re-used by a Licensee in a work (subject to the conditions of re-use set out below) for both commercial and non-commercial purposes.

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 - (b) in programmes of light entertainment or political satire;
 - (c) in any context or for any purpose that might reasonably bring the proceedings of the Oireachtas into disrepute, or for any illegal, immoral, fraudulent or dishonest purpose or in support of the aforementioned purposes;
 - (d) in a manner which would imply endorsement by the Licensor; or
 - (e) generally in a manner which is likely to mislead others;
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- (1) in party political broadcasts;
- (2) in the course of any conference or meeting of a registered or other political party or of a group recognized under the Standing Orders of either House of the Oireachtas;
- (3) in promotional matter however published of any such party or group, or;
- (4) to promote or oppose directly or indirectly the candidacy of any person in an election or otherwise to influence the outcome of an election or referendum.

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5.1 Subject to the provisions in Paragraph 4.1 governing embedment, the benefit of this Licence may not be sub-licensed.

6. General

6.1 Where the Licensee needs to refer to this Licence, for example, pursuant to Paragraph 4.1, the Licensee may refer to the Licence as the "*Oireachtas (Public Sector Information – Broadcast Proceedings) Licence*".

6.2 The Recitals to this Licence are incorporated into this Licence and form part of its terms.

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- (2) charging within the limits established by the Regulations for the re-use of documents; or
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- 7.1 The Licensor may terminate this Licence immediately at any time by delivering notice to the Licensee or by publishing public notice if:
- (1) the Licensee has committed an irremediable breach of this Licence; or
 - (2) the Licensee, in the Licensor's opinion, has failed to remedy a remediable breach of these terms within 14 days of being given notice to do so.

8. Indemnity

- 8.1 The Licensee agrees to keep the Licensor fully indemnified against all claims, liability, damages, costs and expenses, including legal expenses, arising out of any breach of this Licence.

9. Variation

- 9.1 This Licence may be varied from time to time by the Licensor without notice. The Licensee agrees to be bound by the most current version of the Licence as may be published, a copy of which may be obtained at <http://www.oireachtas.ie/parliament/about/copyrightandre-use/>.

10. Governing Law

- 10.1 This Licence is made under the laws of Ireland and is subject to the exclusive jurisdiction of the courts of Ireland.