

Access Agreement Form

Description of material to be supplied:

AA176 ERRIGAL

AB390 BEARA

AA900 YEATS COUNTY

AA621 OISIN SON OF FIONN MAC CUMHAIL

AF11293 TOPICAL BUDGET: EPISODE 567-2; DUBLIN'S CIVIL WAR

AF11410 PATHE GAZETTE: BATTLE OF THE FOUR COURTS

Name of production / project:

Dorothy McArdle Project

Terms of use:

5 Year - Heritage Use - Museum & Gallery Context - Ireland

Organisation/Company:

Sharon McArdle

Address:

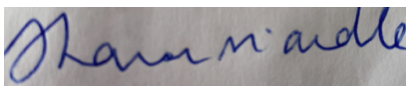
65 Cuchulainn Heights, Carlingford, Louth, Ireland, A91XY52

Phone\email: Sharon McArdle **T:** 086 1717183 **E:** sharon.mcardle@dcu.ie

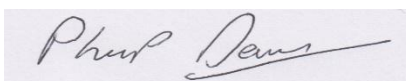
Charges: €200 (+VAT@23%)

I have read the attached terms and conditions of accessing and using material from the IFI Irish Film Archive and agree to abide by these and pay all charges accrued.

Signed by Client:



Signed for the IFI:



Date: 08/11/2023 (updated to include AF11293 & AF11410 which were added to the previous agreement signed on 23/10/2023)

Contact:

IFI Irish Film Archive, Irish Film Institute

6 Eustace Street, Temple Bar,

Dublin 2 access@irishfilm.ie Tel: +353 1 679 5744

This document outlines the terms and conditions, charges and copyright requirements of clients for access and use of material in the collections of the IFI Irish Film Archive

Terms and Conditions

Client's responsibility

- The client agrees that the Material described shall be used only within **Dorothy McArdle Project** (If working title is supplied the IFI Archive will be advised of change of title). It is the responsibility of the client to inform the IFI Archive of any changes to original terms of access and re-negotiate charges where material will be used in a territory or in a manner other than originally negotiated. Material is supplied on a non-exclusive basis and may be used by other clients/programme makers and is subject to the rates and charges listed below which are non negotiable.
- The client agrees to bear all processing charges.
- The client agrees to replace/repair at the client's expense any titles lost or damaged while in their care.
- The client agrees to donate a reference copy of the completed production to the IFI Irish Film Archive, so that the IFI Archive can verify the footage used and for future reference by users of the IFI Archive.
- The client agrees that they will not make this material available to any other party or reuse it in any other context.
- The client agrees that all digital files, tapes, DVDs and/or films supplied by the IFI Archive are the property of the IFI Archive, whether duplication was paid for by the IFI Archive or by the user. The client agrees that all digital surrogates of digital files, tapes, DVDs and/or films supplied by the IFI Archive are the property of the IFI Archive. To prevent inadvertent reuse of these materials the client agrees to return all tapes, DVDs, and/or films supplied to the IFI Archive and to permanently delete all digital files and digital surrogates on completion of editing. There will be a financial penalty levied if material is not returned and/or deleted.

Credit

A distinct and separately listed on-screen acknowledgement to the IFI Irish Film Archive as supplier of archival material must be provided in any production using IFI Archive material. The credit must be worded as follows:

IFI Irish Film Archive
or
Cartlann Scannán na hÉireann

Failure to provide a credit to the IFI Irish Film Archive or to provide the correctly worded credit will result in a **penalty which will equal 20% of the total fee already charged for that production.**

Please note that certain copyright holders may also require an on-screen acknowledgement.

Copyright

In accordance with current copyright legislation the IFI Irish Film Archive will not release material held without copyright first being cleared. The IFI Archive will endeavor to assist in copyright clearance by supplying names and addresses of copyright owners where possible. Donor details will be supplied where appropriate. Responsibility for obtaining the permission of the copyright holder / donor will at all times rest with the client, who will indemnify the IFI Archive against any claims for breach of copyright or any other rights which may arise from use by the client of material supplied by the IFI Archive.

Notes on Charges

Terms of Payment

- Payment must be made in advance of the IFI Archive supplying broadcast quality archive material, with the exception of regular business customers, who may be set up with a credit account. This is at the discretion of the IFI Archive.
- Final usage must be declared by the client within 30 days of receiving the archive footage. If the usage declaration is not received by the IFI Archive within 30 days of the date of supply, access fees will be charged on all material supplied for the specified use.
- Once an invoice has been issued payment must be made within 30 days. Please note that interest may be charged on late payments.

Notes on Educational/Heritage/ Non-Commercial Fees

Rates for use under the Educational/Heritage/non-Commercial category, access fees are calculated at per aggregate minute– (i.e. not per title per minute or part thereof). Copyright fees for use of material in the Educational/Heritage/Student category will be negotiated separately and will be *in addition* to IFI Archive access fees.

Notes on Copyright Fees

If a copyright fee is levied by a copyright holder the above-listed access charges will be reduced by that amount to no less than 50% of access rates. The IFI Archive must receive written confirmation from the copyright holder (third party) of charges levied. Should no such confirmation of third-party charges be provided to the IFI Archive full access fees will be charged.

If the IFI Irish Film Archive owns or represents copyright in a film fees will be calculated at the same rate as above-listed access fees (i.e. relevant rate will cover both access and copyright fees). Copyright fees for such material will be charged on material whether it has been sourced in IFI Archive or elsewhere.