

BROADCASTER CONFIRMATION

From: RTÉ Radio,
Donnybrook,
Dublin 4.

(“we”)

To: BROADCASTING AUTHORITY OF IRELAND
2-5 Warrington Place
Dublin 2

(“Authority” or “you”)

Dated: 24th January 2022

Re: **Sharon Macardle (“Company”)**
Dorothy Macardle, Prison Notebooks (“Programme”)

Dear Sirs / Madams,

We refer to a funding contract (“**Funding Contract**”) to be entered into between the Authority and the Company in connection with a grant by the Authority to the Company under the Sound & Vision IV Scheme.

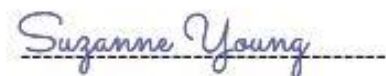
We confirm that we have entered or shall enter into an agreement (“**Broadcasting Contract**”) with the Company in relation to the Programme pursuant to which we intend to provide funding to the Company for use in the production of the Programme and to broadcast the Programme.

In consideration of your executing and delivering the Funding Contract we hereby confirm as follows:

1. We shall exercise our rights and broadcast the Programme pursuant to the terms of the Broadcasting Contract in accordance with the treatment, specifications and financing plan approved by the Authority and scheduled hereto and undertake to inform the Authority as soon as possible in the event that any material changes are made or are intended to be made to such treatment, specifications and financing plan.
2. Provided that the Company completes and delivers the Programme to our satisfaction pursuant to the terms of the Broadcasting Contract we shall broadcast the Programme at peak viewing times or peak listening times, as applicable, and to broadcast the Programme with subtitling, signing and/or audio description in the manner provided in such guidelines as may be adopted by you from time to time.

3. We shall broadcast the Programme not later than one (1) year after delivery and acceptance of the Programme pursuant to the terms of the Broadcasting Contract unless otherwise agreed in writing with you.
4. We shall comply with the terms of the Broadcasting Contract and shall use reasonable endeavours not to exercise our rights under the Broadcasting Contract in a manner that will cause the Company to breach the Company's obligations under the Funding Contract provided that this does not preclude us from requiring the Company to comply with the Company's obligations under the Broadcasting Contract.
5. As soon as it is practicable, we shall inform the Authority of the broadcast date(s) of the Programme and shall supply such audience reach information in relation to the broadcast(s) as the Authority may reasonably require.
6. The Authority agrees that the Authority shall comply with the terms of the Funding Contract and shall use reasonable endeavours not to exercise the Authority's rights under the Funding Contract in a manner that will cause the Company to breach the Company's obligations under the Broadcaster Contract provided that this does not preclude the Authority from requiring the Company to comply with the Company's obligations under the Funding Contract.
7. We and the Authority shall consult with each other in good faith in the event that the Company breaches the Funding Contract and/or the Broadcaster Contract.
8. Neither we nor the Authority shall have any responsibility or liability for the financial management of the production of the Programme by the Company or of the Company itself.

Yours faithfully,
PP:

A handwritten signature in cursive script that reads "Suzanne Young". The signature is written in blue ink and is positioned above a horizontal dashed line.

For and on behalf of
RTÉ lyric fm

Yours faithfully,

For and on behalf of
BROADCASTING AUTHORITY OF IRELAND

BAI GRANT FUNDED PROGRAMME LICENCE AGREEMENT

AN AGREEMENT dated as of 27th July 2022

Between

SHARON MC ARDLE, a Sole Trader and having her address at 65 Cuchulainn Heights, Carlingford, Co. Louth, A91XY52, Ireland. ("the Licensor")

And

RAIDIÓ TEILIFÍS ÉIREANN, Donnybrook, Dublin 4, Ireland ("RTÉ")

All capitalised terms shall be as defined in Part 1 of Schedule 1 hereto unless otherwise indicated.

NOW IT IS HEREBY AGREED as follows:

1.1 (a) Exclusive Licence Period

During the Exclusive Licence Period, in consideration of RTÉ's undertaking to pay the RTÉ Licence Fee and to broadcast the Programme (provided that the Programme complies with, and is delivered in accordance with, the terms and conditions of this Agreement), the Licensor hereby grants to RTÉ:

- (i) the sole and exclusive right to broadcast the Programme and any Clip(s) in the Territory via all forms of radio now known or hereafter invented (including without limitation via analogue, digital, terrestrial, cable, MMDS, satellite, internet and mobile phone) for the Authorised Number of Broadcasts;
- (ii) the sole and exclusive right to stream the Programme and any Clip(s) (in either case with or without Accompanying Visual Material) on the RTÉ website (without geo-blocking) via the internet simultaneous with each such RTÉ radio broadcast of the Programme and on demand before and/or after each such radio broadcast at any time; and
- (iii) the sole and exclusive right to make the Programme (as edited/re-mastered in accordance with clause 1.3.2 below) and any Clip(s) available (in either case with or without Accompanying Visual Material) as a free download: (1) on the RTÉ website; and (2) on any third party website(s) by arrangement between such third party service and RTÉ, provided that the download file is served from RTÉ's servers or RTÉ's designated content delivery network (in each case with or without geo-blocking) via the internet simultaneous with each such RTÉ radio broadcast of the Programme and on demand before and/or after each such radio broadcast at any time. During the Exclusive Licence Period the Licensor shall not make the Programme or any Clip available as a download (free or otherwise) or grant any third party the right to make the Programme or any Clip available as a download (free or otherwise).

- (i) the sole and exclusive right to make any Clip(s) (with or without Accompanying Visual Material) available for promotional purposes (via streaming and/or download or otherwise) via the internet on the RTÉ website and on any third party website(s) by arrangement between such third party service and RTÉ via the internet (in each case with or without geo-blocking).

(b) Non-exclusive Licence Period

During the Non-exclusive Licence Period, in consideration of RTÉ's undertaking to pay the RTÉ Licence Fee and to broadcast the Programme (provided that the Programme complies with, and is delivered in accordance with, the terms and conditions of this Agreement), the Licensor hereby grants to RTÉ:

- (i) the non-exclusive right to broadcast the Programme and any Clip(s) in the Territory via all forms of radio now known or hereafter invented (including without limitation via analogue, digital, terrestrial, cable, MMDS, satellite, internet and mobile phone) for the Authorised Number of Broadcasts;
- (ii) the non-exclusive right to stream the Programme and any Clip(s) (in either case with or without Accompanying Visual Material) on the RTÉ website (without geo-blocking) via the internet simultaneous with each such RTÉ radio broadcast of the Programme and on demand before and/or after each such radio broadcast at any time; and
- (iii) subject to sub-clause (v) below, the non-exclusive right to make the Programme (as edited/re-mastered in accordance with clause 1.3.2 below) and any Clip(s) available (in either case with or without Accompanying Visual Material) as a free download: (1) on the RTÉ website; and (2) on any third party website(s) by arrangement between such third party service and RTÉ, provided that the download file is served from RTÉ's servers or RTÉ's designated content delivery network (in each case with or without geo-blocking), via the internet simultaneous with each such RTÉ radio broadcast of the Programme and on demand before and/or after each such radio broadcast at any time.
- (iv) the non-exclusive right to make any Clip(s) (with or without Accompanying Visual Material) available for promotional purposes (via streaming and/or download or otherwise) via the internet on the RTÉ website and on any third party website(s) by arrangement between such third party service and RTÉ (in each case with or without geo-blocking) without any further consent of the Licensor being required.
- (v) At any time during the Non-exclusive Licence Period, the Licensor may notify RTÉ in writing that the Licensor no longer wishes RTÉ to continue making the Programme available as a download on the RTÉ website and/or on any third party website by arrangement between such third party service and RTÉ pursuant to sub-clause (b) (iii) above. In such event, and as

soon as reasonably practicable after receipt of such notice by RTÉ, RTÉ shall use its reasonable endeavours to cease making the Programme available as a download on the RTÉ website and/or (as applicable) on any third party website by arrangement between such third party service and RTÉ pursuant to sub-clause (b)(iii) above. The parties agree and acknowledge that, notwithstanding the foregoing, in no event shall RTÉ or any of its affiliates, employees, agents or other representatives have any liability to Licensor or any third party for any action taken or omitted to be taken in connection with this sub-clause 1.1 (b)(v)

- 1.2.1 The Licensor agrees to supply and deliver to RTÉ at RTÉ's address above or as otherwise advised by RTÉ, the Programme Delivery Materials by the Delivery Date (time being of the essence) which date is specified in the Production Schedule set out at Schedule 3 to this Agreement ("the Production Schedule"). The Programme as delivered to RTÉ on the Delivery Date shall be in all respects in first class condition and technically acceptable for radio broadcast purposes. If in RTÉ's reasonable opinion the Programme is not technically acceptable for radio broadcast purposes RTÉ shall give notice in writing to the Licensor of any defect and upon receipt of such notice the Licensor shall promptly remedy such defect. In the event of the Licensor failing promptly to remedy any such defect, then RTÉ, without prejudice to RTÉ's rights arising from any breach by the Licensor of its obligations under this Agreement, may at RTÉ's election either remedy the default itself (the related costs to be reimbursed to RTÉ by the Licensor, at RTÉ's election) or terminate this Agreement by written notice of termination to the Licensor.
- 1.2.2 The Producer shall, before the commencement of production of the Programme, effect (and thereafter maintain in full force and effect up to delivery and acceptance of Programme Delivery Materials) standard production insurance policies (the level to be approved by RTÉ in each case). Proof of approved insurance coverage shall be furnished by the Producer to RTÉ. The Producer shall ensure that RTÉ shall be named as joint loss payee on all such insurance.

The Producer shall comply with all applicable health (including without limitations all Covid restrictions and regulations) safety and fire legislation in the production of the Programme and all regulations and orders made under such legislation. The Producer shall nominate a person or persons competent to give appropriate safety advice during production of the Programme and shall produce the Programme safely having due regard to such advice. RTÉ shall upon request be provided with evidence of the Producer's compliance herewith.

- 1.2.3 RTÉ will have approval of the proposed Programme script and the right to access and approve rough-cut edits and fine cuts of the Programme on request during the course of production. Without prejudice to the generality of the foregoing:
- (a) The Licensor shall produce the Programme in accordance with the Production Schedule and shall, no later than the Rough Cut Edit Date set out in the Production Schedule, submit to the RTÉ Contact Person a rough-cut edit of the Programme for the approval of the RTÉ Contact Person.
 - (b) The RTÉ Contact Person shall no later than the Approval Date set out in the Production Schedule either approve the rough-cut edit submitted for the purposes of preparing a final edit

of the Programme or notify the Licensor about the objections or observations s/he may have in relation

to that rough-cut edit which preclude the RTÉ Contact Person from giving such approval and consult with the Licensor in good faith in relation to same.

- (c) If the RTÉ Contact Person makes objections or observations in relation to the rough-cut edit prior to or on the Approval Date then both parties shall liaise with each other in good faith about the making of such changes or edits to the rough-cut edit of the Programme as are required to address the objections raised and observations made by the RTÉ Contact Person and such changes and edits shall be carried out by the Licensor at the Licensor's expense unless otherwise agreed by RTÉ. In such circumstances RTÉ shall have a right of approval over the re-edited Programme before delivery by the Licensor of the Programme to ensure that the required changes and/or edits have been made by the Licensor.
- (d) For the avoidance of doubt, RTÉ will have final editorial approval over the Programme and shall be entitled at its sole discretion to make such changes, deletions, alterations, interruptions or additions to the Programme as RTÉ may reasonably require provided (a) that such changes will be at RTÉ's cost unless required to ensure the Programme complies with the Editorial Specification and (b) the Licensor shall be consulted in advance.

1.3.1 The Licensor shall deliver to RTÉ not later than the Delivery Date one copy of a complete music cue sheet in respect of the Programme listing each musical work with the name of the composer, author, publisher, performer, duration of each musical work and a description of the use in each case. The Licensor will notify RTÉ in advance in the event that the Programme includes any single musical work, or extract there from, that exceeds 30 seconds in duration.

1.3.2 For the purpose of making the Programme and Clips available via download pursuant to sub-clause 1.1(a)(iii) above (and 1.1(b)(iii) if applicable), RTÉ shall be entitled, in its discretion, to either: (a) create at its own expense; or (b) require the Licensor to create, at RTÉ's expense (subject to the Licensor not exceeding the agreed hourly rate or the agreed number of studio hours required), an edited/re-mastered version of the Programme. Without prejudice to the Licensor's obligations under Clause 1.5.5 below, RTÉ or the Licensor (as applicable) shall, in creating such version of the Programme, edit/re-master the music and sound recordings included therein for music rights clearance purposes to the extent required to enable such version to be made available via download pursuant to sub-clause 1.1(a)(iii) above and 1.1(b)(iii) if applicable, so that no further music clearance fees shall be incurred in respect of the download availability of the Programme or Clips other than those incurred pursuant to Clause 1.5.5 below in respect of the original production and delivery of the Programme by the Licensor in accordance with this Agreement. Notwithstanding the foregoing, the parties acknowledge that if the cost of editing the Programme as described above is deemed to be an eligible cost under the terms of the Fund, the Licensor shall apply for such funding and if such

funding is granted to the Licensor in respect of the Programme the Licensor shall undertake such editing/re-mastering at its own expense.

- 1.4 RTÉ may at any time, following good faith consultation with the Licensor, edit the Programme in pursuance of RTÉ's programme policy governing the suitability of matter in the Programme and also to conform to RTÉ's broadcast time requirements and to allow also for advertising breaks before, during or after the broadcast of the Programme. Provided that RTÉ notifies such edit requirements to the Licensor prior to the Delivery Date such edits shall be at the expense of the Licensor. If RTÉ raises such edit requirements for the first time subsequent to the Delivery Date then RTÉ shall undertake such edits at its own expense.

- 1.5 The Licensor warrants and represents to RTÉ that:
 - 1.5.1 The Licensor has secured a written commitment from the Broadcasting Authority of Ireland to make the Grant from the Fund (as detailed in Schedule 1) available to the Licensor to be applied towards the production of the Programme. In the event that a grant agreement for the payment of the Grant is not concluded between the BAI and the Licensor within 8 weeks of the date of this Agreement then this Agreement shall lapse and be of no further effect and neither party to this Agreement shall have any liability to the other arising from expenses incurred by either of them or commitments to third parties made by either of them in reliance on this Agreement prior to such termination save that any instalment(s) of the Licence Fee paid to the Licensor by RTÉ hereunder prior to the expiry of such 8 week period shall be repaid in full within 30 days.
 - 1.5.2 The Licensor has the right to enter into this Agreement and is not bound by and will not enter into any agreement that adversely affects this Agreement and that the Licensor will be liable for the performance of the Licensor's obligations, representations and undertakings under this Agreement.
 - 1.5.3 The Licensor will prior to delivery of the Programme obtain irrevocable and unconditional grants from all contributors and performers in the Programme of all assignments, consents and waivers in respect of their contributions and performances as are necessary to permit the exploitation and promotion of the Programme by RTÉ in accordance with this Agreement without further payment to, or approval from, those contributors and performers (including, for the avoidance of doubt, in relation to any still photographs or other promotional or publicity material provided by the Licensor to RTÉ hereunder) unless otherwise agreed in writing by RTÉ, on an exceptional basis, in relation to any specific contribution to or performance in the Programme.
 - 1.5.4 The Programme will comply with the Editorial Specification attached as Schedule 2 hereto and be original and nothing in the production of the Programme or in the Programme or in the Programme Delivery Materials will be obscene or defamatory or infringe the copyright or right of privacy or any other personal or proprietary right of any person or be unlawful or

breach any applicable laws codes practices and prohibitions in broadcasting standards, advertising, sponsorship, product placement and other forms of commercial promotion in broadcasting services or bring RTÉ into any disrepute.

- 1.5.5 RTÉ will obtain and pay for any necessary licence required from the Irish Music Rights Organisation (“IMRO”) in respect of RTÉ’s broadcast performance of any copyright musical works and arrangements contained in the Programme that are controlled by IMRO. The Licensor undertakes that all other musical work, sound recording and clip clearances (for the avoidance of doubt including (but not limited to) any necessary licence required from the Mechanical Copyright Protection Society (Ireland) Limited and/or the Phonographic Performance Ireland Limited (as applicable)) necessary for the exploitation by RTÉ of the rights granted to RTÉ under this Agreement will be obtained by the Licensor at the Licensor’s cost prior to delivery of the Programme to RTÉ.

- 1.6 The Licensor agrees to indemnify RTÉ and to hold RTÉ harmless from and against all loss actions proceedings costs damages claims demands and liability whatsoever which RTÉ may suffer or incur directly or indirectly by reason of any breach by the Licensor of any of the warranties agreements and representations contained or implied in this Agreement.

- 1.7 If the Licensor shall for any cause whatsoever fail to make delivery of the Programme to RTÉ on the Delivery Date or if there shall be any breach by the Licensor of any other of its warranties and obligations hereunder in respect of the Programme RTÉ may without prejudice to its other rights and remedies by notice in writing terminate this Agreement.

- 1.8 If in the opinion of RTÉ it is advisable for reasons arising from a state of war or other abnormal circumstances to make a change in its programme arrangements or in the event of any performance under this Agreement being prevented by force majeure or any cause whatsoever beyond RTÉ’s reasonable control, RTÉ may (in the event that the Schedule hereto stipulates that the Programme is to be broadcast on a specified date or dates or during a specified period) postpone the broadcast of the Programme to a later date or dates. In such event RTÉ will, as soon as reasonably practicable, notify the BAI and the Licensor of the postponed date of broadcast.

- 1.9 In consideration of the rights hereby granted to RTÉ and of the Licensor’s warranties and representations herein contained, and subject to the Licensor entering into a binding agreement with the BAI for the payment of the Grant, RTÉ undertakes to pay the RTÉ Licence Fee in the amounts and on the dates specified in part 3, Schedule 1 to this Agreement. Such payments shall be subject to presentation of applicable invoices.

- 1.10 The Licensor shall deliver to RTÉ free of charge approved biographies of the contributors to the Programme, production notes, a list of the contributors, a list of announcements and credits, and any promotional and publicity material and approved still photographs that may be available. RTÉ may exploit all promotional and publicity material and Clip(s) for the purpose of Programme promotion (including promotion of the Programme on the RTÉ website and/or any third party website(s) in accordance with Clause 1.1 above). RTÉ may use the names, likeness and photographs of the

contributors and performers in promoting RTÉ's broadcasts/transmissions of the Programme on all RTÉ platforms and/or any third party website(s) in accordance with Clause 1.1 above.

1.11 RTÉ shall have the right to reject the Programme if it does not accord with the Editorial Specification or meet RTÉ's broadcast policy requirements or if in RTÉ's opinion a broadcast might be defamatory of any person firm or company or of their goods or services or might in RTÉ's opinion be likely to contravene any statute or law for the time being in force.

1.12 In consideration of €10 (receipt of which is hereby acknowledged), the Licensor agrees that RTÉ will have a right of first negotiation and of last matching right in respect of licensing the Irish radio and/or television and/or online, rights to any subsequent programme, series, remake or spin-off of the Programme to be produced by the Licensor, such first negotiation right to begin on written notice from the Licensor to RTÉ that such subsequent programme/series/remake/ spin-off is proposed. In the event that RTÉ and the Licensor do not reach an agreement after 1 month of exclusive negotiation the Licensor may negotiate with third parties provided however that unless RTÉ waives such right in writing, RTÉ will have a right of last refusal to match any bona fide third party offer which the Licensor wishes to accept, such right to be exercised by RTÉ not later than 14 days after receipt by RTÉ of written details of the final offer made to the Licensor by the third party.

1.13 The Licensor may not assign, mortgage, charge or otherwise transfer any or all of its rights and/or obligations under this Agreement without the prior written consent of RTÉ. RTÉ may not assign, mortgage, charge or otherwise transfer any or all of its rights and/or obligations under this Agreement to anybody other than a successor or group company of RTÉ without the prior written consent of the Licensor.

1.14 The Licensor and RTÉ shall not disclose to any third party any confidential information acquired during the existence of this Agreement (subject to any obligations of RTÉ under the Freedom of Information Acts).

1.15 Nothing in this contract shall be relied upon to construe a joint venture, partnership or employment relationship between the parties.

1.16 This Agreement supersedes all previous agreements, representations or promises and sets out all the terms agreed between the parties. Any amendment or alteration to this Agreement must be in writing and signed by an authorised signatory of each of the parties.

1.17 This Agreement shall be governed by the laws of the Republic of Ireland and the courts of the Republic of Ireland will have exclusive jurisdiction in respect of any dispute relating to this Agreement.

1.18 All Schedules to this Agreement shall form part of this Agreement. In the event of any conflict between the Special Stipulations and/or the RTÉ Consideration provisions in Schedule 1 and the general conditions set out in the principal text of this Agreement then the Special Stipulations and/or RTÉ Consideration provisions shall prevail. In the event of any conflict between any of the Schedules hereto (other than the Special Stipulations and the RTÉ Consideration provisions set out in Schedule 1 to this

Agreement) and the general conditions set out in the principal text of this Agreement then the general conditions shall prevail.

1.19 All notices under this Agreement will be in writing and will be delivered by personal service, express courier or post, to the postal address set out above in relation to each party and for the attention of the relevant Contact Person or via email to the relevant Contact Person at the following email addresses. Either party may change the addresses set forth above by written notice to the other party.

Notice will be effective on receipt. All notices shall be deemed to have been served as follows: (i) if personally delivered, at the time of delivery; (ii) if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities (and not returned undelivered); and (iii) if communicated by email at the time of transmission (unless a delivery report is issued to the sender on behalf of the recipient) provided that where, in the case of delivery by hand or transmission by email, such delivery or transmission occurs after 6 pm on a business day or on a day which is not a business day, service shall be deemed to occur at 10 am on the next following business day.

1.20 Any waiver of any breach of, or default under, any of the terms of this Agreement by RTÉ shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

1.21 To the extent that the Licensor's obligations under this Agreement involves any personal data in respect of which the Licensor is the controller or processor, Producer warrants, undertakes and represents on an ongoing basis that it shall comply with the Data Protection Laws with respect to all such personal data (including without limitation personal data relating to contributors and talent). "Data Protection Laws" means the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation (Regulation (EU) 2016/679).

The Producer acknowledges and agrees that any personal data (including without limitation personal data relating to participants, contributors and talent) which the Producer provides / gives RTÉ access to pursuant to this Agreement will be collected, processed and maintained by RTÉ in a secure manner for the purpose of performance of this Agreement and in connection with RTE's use and promotion of the Programme. RTÉ will process any such personal data consistent with RTÉ journalistic purposes and in accordance with RTÉ's Privacy Policy (which is available at <http://www.rte.ie>) and in a manner that ensures the appropriate security of the personal data. For information on Data Subject Rights please refer to the Data Subject Rights Guide also available at <http://www.rte.ie>.

SCHEDULE 1

Defined Terms, Special Stipulations and RTÉ Consideration

Part 1. Defined Terms:

Accompanying Visual Material: means audio-visual material produced by or on behalf of RTÉ (or provided to RTÉ by the Licensor) for use as an accompanying visual in relation to the Programme as streamed, downloaded or otherwise made available in accordance with this Agreement.

Agreement: means this Agreement, including the Schedules hereto.

Authorised Number of Broadcasts: means, during the Licence Period, a total of 6 (six) broadcasts/transmissions on any RTÉ analogue radio stations from time to time (which as of the date hereof consist of RTÉ Radio 1, RTÉ 2 fm, RTÉ lyric fm and RTÉ Raidió na Gaeltachta) and a total of 8 (eight) broadcasts/transmissions on any RTÉ digital (including but not limited to DAB) radio station from time to time (which as of the date hereof consist of RTÉ 2 XM, RTÉ Junior, RTÉ Gold, RTÉ Pulse and RTÉ Radio 1 Extra). For the avoidance of doubt, such broadcasts/transmissions may take place at any time during the Licence Period provided that the total number does not exceed the Authorised Number of Broadcasts during the Licence Period (unless otherwise agreed by the Licensor).

BAI: means the Broadcasting Authority of Ireland.

Clip: means a clip of the Programme of up to 5 (five) minutes in duration or 25% of the running time of the Programme (or any episode of the Programme, as applicable), whichever is less. For the purposes of making

Clips available via download on the RTÉ website and on third party websites “Clip” shall include, for the purposes of sub-clauses 1.1(a)(iii) and (iv) and 1.1(b)(iii) and (iv) of this Agreement, a Clip of the version of the Programme edited for music rights clearance purposes pursuant to clause 1.3.2 of this Agreement.

Editorial Specifications: means the Programme editorial specifications set out in Schedule 2.

Licence Period: means the Exclusive Licence Period and the Non-exclusive Licence Period.

Exclusive Licence Period: means the period commencing on signature of this Agreement and ending 2 (two) years after the date of RTÉ’s first broadcast of the Programme.

Non-exclusive Licence Period: means the period commencing on expiry of the Exclusive Licence Period and ending 3 (three) years thereafter.

Fees: means the sums referred to in paragraph 3(b) of Schedule 1 to this Agreement.

Fund: means the Broadcast Funding Scheme known as of the date of this Agreement as Sound and Vision promoted and administered by the BAI.

Grant: means the monies (in the amount set out in paragraph 2(e) below) secured by the Licensor from the Fund to be applied towards the costs of producing the Programme.

Key Programme Personnel

Researcher/Performer: Sharon McArdle

Writer/Director: Declan Gorman

Guests & contributors: Kate Manning, Dr. Leeann Lane, Brian Crowley, Dr. Luke Gibbons

Musician: Sophie Coyle

Production: Patricia Baker (Curious Broadcast)

Programme: means a radio programme comprising of a 1 x 43 minute episode with the working title "Dorothy's Prison Notebooks" produced in accordance with the Editorial Specification to include the sound, speech, dialogue, music, lyrics and effects recorded and incorporated into the Programme. For the purposes of making the Programme available via download pursuant to sub-clauses 1.1(a)(iii) and 1.1(b)(iii) of this Agreement, "Programme" shall mean the version of the Programme edited for music rights clearance purposes pursuant to clause 1.3.2 of this Agreement.

Programme Delivery Materials: means the materials set out in Schedule 4 to this Agreement.

Territory: means worldwide.

Part 2. Special Stipulations:

- (a) **Delivery:** The Programme Delivery Materials will be delivered to RTÉ not later than the Delivery Date in accordance with the Delivery Schedule attached hereto as Schedule 3.
- (b) **Exclusivity:** RTÉ's broadcast and transmission rights will be exclusive in the Territory during the Exclusive Licence Period.
- (c) **Audit and External Audit Costs:**
 - (i) The Licensor shall make available promptly to RTÉ on request a true and complete copy of the independently certified audit carried out by the Licensor as a condition of the making of the

Grant to the Licensor by the Fund and RTÉ shall be entitled to rely on the provisions of this audit in any audit in relation to the Programme incurred by RTÉ in order to comply with any applicable law, rule or regulation (under current or future Irish law) that requires RTÉ to have its books and accounts inspected for the purposes of an external audit of programmes licensed by RTÉ and fully or partly funded by the Fund.

(ii) The Licensor shall maintain all records and books of account relating to the production of the Programme for a period of 6 years after the Delivery Date and shall on request of RTÉ make copies of such records and books of account available to RTÉ for the purpose of enabling RTÉ to fulfil any obligations it may have to carry out an external audit of programmes licensed to RTÉ and fully or partly funded by the Fund.

(d) **Credits:**

- (i) In the event that, following expiry of the Exclusive Licence Period, the Programme is licensed to third parties, RTÉ will receive a “made in association with” credit in the credits of all versions of the Programme and on all publicity issued by or under the control of the Licensor where other financiers are credited, RTÉ logo to be used if required by RTÉ.
- (ii) All credits will be subject to the prior written approval of RTÉ. All credits must comply with RTÉ credit guidelines and a list of all proposed credits will be submitted on a timely basis for RTÉ prior written approval.
- (iii) RTÉ agrees to ensure that the role of the Licensor as the person/entity who/which produced the Programme is clearly indicated on any reference to the Programme appearing on the RTÉ website and that the fact that the Programme has been funded in whole or in part by the Fund is similarly acknowledged clearly on the on the RTÉ website.
- (iv) RTÉ agrees to procure that the Programme whenever and however broadcast or otherwise disseminated whether by RTÉ or by a third party with the authorisation of RTÉ shall be required to carry a credit for the Licensor as the producer of the Programme and to the extent reasonably practicable to acknowledge that the Programme has been funded in whole or in part by the Fund.

RTÉ agrees to procure that wherever feasible the Licensor shall be credited as the producer of the Programme where clips of the Programme are used in accordance with the terms of this Agreement and without prejudice to the generality of this clause, it is agreed that it shall apply, to the extent reasonably practicable, to the use of clips from the Programme on miscellany or review programmes produced or broadcast by RTÉ.

- (e) **Production Budget:** The Licensor undertakes that the Programme production budget will be **€7,921** (“the Agreed Budget”), being financed by the Licensor as follows: **€5,941** (being the Grant from the Fund) and **€1,980** from RTÉ (being the RTÉ Licence Fee). RTÉ will have a right of prior approval over the Licensor’s agreement with the BAI, and the Licensor shall give RTÉ a copy of the executed agreement for payment of the Grant made between the BAI and the Licensor within 7 days of the execution of

that agreement. RTÉ's prior written approval (which shall not to be unreasonably withheld taking into account RTÉ's statutory obligations, reputation, public image or economic interests) of the Licensor's agreements with all funders is a condition precedent to any obligation of RTÉ under this Agreement. The Licensor acknowledges that, subject to paragraph (a) above, any costs of production of the Programme in excess of the amount of the agreed budget shall be the sole responsibility and liability of the Licensor.

- (f) **Tax Clearance Certificate:** Provision by the Licensor to RTÉ of a current Irish tax clearance certificate (TC2) issued to the Licensor by the Irish tax authorities is a condition precedent to any obligation of RTÉ under this Agreement.

- (g) **BAI Fund; Broadcast of Programme at Peak Time:** RTÉ confirms that, provided that the Programme complies with, and is delivered in accordance with, the terms and conditions of this Agreement, RTÉ will make its first radio broadcast of the Programme on RTÉ lyric fm at peak time i.e. between 07.00 and 21.00hrs, being a time deemed by RTÉ to be an appropriate broadcast time for the target audience of the Programme on first broadcast. Peak times may not apply to Digital Stations, RTÉ Radio 1 Extra, RTÉ 2XM, RTÉ Junior and RTÉ Pulse. Dates to be confirmed by RTÉ, unless RTÉ notifies the BAI and the Licensor in writing of an alternative date of broadcast. Any further broadcasts may be made at any time. Dates may be subject to variation due to the changing situation caused by the Covid-19 global pandemic.

- (h) **Format rights:** Nothing in this Agreement shall be construed as an acknowledgement by RTÉ that the Licensor owns or has exclusive rights in any unoriginal and non-distinctive elements of the Programme format. Subject to the foregoing, it is acknowledged that any format rights relating to the Programme are owned, as between RTÉ and the Licensor, by the Licensor, provided that the Licensor hereby grants RTÉ an irrevocable licence of such rights in the format as are necessary for the exercise of the rights granted to RTÉ under this Agreement. The Licensor undertakes that (subject always to RTÉ option under clause 1.12 above) until the date ending 12 months after completed first broadcast by RTÉ of the last episode of the Programme there will be no English or Irish language programme based on the Programme format (if any) broadcast where such broadcast might be receivable in Ireland unless RTÉ agrees otherwise.
 - (i) **Commercial Exploitation:** For the avoidance of doubt both parties acknowledge that apart from the exercise by RTÉ and/or the exploitation by RTÉ of the rights granted to it by the Licensor under this Agreement RTÉ shall not be entitled to make any use of the Programme for the purposes of any commercial exploitation of the Programme or any part thereof. Arrangements in respect of the commercial exploitation of the Programme other than pursuant to this Agreement shall be subject to the prior written consent of the Licensor. For the purposes of this Agreement, "commercial exploitation" shall be deemed not to include the making available by RTÉ of radio programmes to third party public service broadcasters as part of any content exchange programme in which RTÉ participates from time to time. Subject to the Licensor's prior written approval, RTÉ shall be entitled to make the Programme available to third party public service broadcasters worldwide for transmission on their radio services as part of any such content exchange programme and no further payment shall be made to the Licensor provided that RTÉ does not receive a fee or payment or other consideration (save any content provided to RTÉ in exchange for the Programme) from such third party public service broadcaster.

(j) **Awards/Competitions:**

- (i) Save in the case of the Prix Europa and Prix Italia, both RTÉ and the Producer shall be entitled on prior notification to the other to submit the Programme as an entry or participant for any national (island of Ireland) or international award, festival or competition of any nature, subject to the following:
 - (1) Any entry fee payable in respect of any such submission shall be payable by the submitting party.
 - (2) The submitting party shall ensure that reference is made in the application form and in any publicity relating to the submission originated by the submitting party to the fact that the other party was the producer/sponsoring broadcaster (as applicable) of the Programme and to the fact that the production funding for the Programme was provided by the Fund in whole or in part (as applicable).
 - (3) If either party has an objection to the submission of the Programme for entry for any award, festival or competition they shall make such objection and the reasons for such objection known to the other in writing and the party proposing to make such submission shall give good faith consideration to the objections of the other party prior to such submission.
 - (4) For the avoidance of doubt, the submitting party shall not enter the Programme for any award, festival or competition which submission could reasonably be regarded as bringing the other into general public disrepute.
- (ii) Both RTÉ and the Producer shall be entitled, subject to the prior written consent of the other party, to submit the Programme as an entry or participant for the Prix Europa and/or Prix Italia.

(k) **Contact People:**

The Contact Person for RTÉ for the purposes of implementing the terms of this Agreement in liaison with the Licensor shall be (or his/her nominee(s) as notified to the Licensor in writing from time to time):

Suzanne Young (RTÉ Radio Commissions Administrator)

E mail: independentradioproductions@rte.ie

Contact telephone number: 01 2082950

For editorial and programme content queries:

Eoin O'Kelly (Executive Producer for RTÉ lyric fm)

Email: eoin.okelly@rte.ie

Ph. 086-3764422

The Contact Person for the Licensor for the purposes of implementing the terms of this Agreement in liaison with RTÉ shall be (or his/her nominee(s) as notified to the Licensor in writing from time to time):

Sharon McArdle

E mail: sharonmcardleicloud@icloud.com

Contact telephone number: 086-1717183

RTÉ shall be entitled to object to any proposed change in Contact Person for the Licensor and in the event of such objection then there shall be no change in the Contact Person for the Licensor without RTÉ's consent in writing.

- (l) **Key Programme Personnel:** RTÉ shall be entitled to the right of prior approval of Licensor's agreements with Key Programme Personnel which approval shall be granted or denied within two weeks of submission of such approval by the Licensor to RTÉ and any such proposed agreement must

be submitted no later than the Rough Edit Date (provided that the Licensor has submitted its agreements with Key Programme Personnel to RTÉ at least 2 weeks in advance of the Rough Edit Date).

- (m) **No Copy Protection:** The parties acknowledge that in the exercise by RTÉ and/or the exploitation by RTÉ of the rights granted to it by the Licensor under this Agreement in respect of the Programme and Clips, no copy protection shall be applied to the Programme or Clips.

Part 3. RTÉ Consideration

- (a) **Fees**
RTÉ Licence Fee: €1,980 (excluding VAT if applicable) payable on delivery and acceptance of the Programme Delivery Materials . See Payment Schedule
- (b) Any VAT applicable to the Fees or any element of the Fees shall be payable in addition to the agreed Fees or element of the Fees. It is the responsibility of the Licensor to ensure that the Licensor invoices Fees at the correct rate of VAT.
- (c) Payment Schedule - Below To be Confirmed
- €750 at end July 2022.
 - Remainder on delivery & acceptance of programme to RTÉ, and receipt of copy of final accounts.

SCHEDULE 2

Editorial Specification

A broadcaster, historian, author and Hollywood screenwriter, Dorothy Macardle was a woman of immense importance and achievement in Ireland and overseas, in the first half of the twentieth century, and yet, unlike many of her male contemporaries in public life, she is not a household name.

This 43minute radio documentary which follows theatre artists Sharon McArdle and Declan Gorman on their quest to investigate the prison experiences of Irish revolutionary and literary artist Dorothy Macardle, through her own personal jail diaries.

Broadcast date: November 2022 - To Be Confirmed

Station: RTÉ lyric fm

SCHEDULE 3

Production Schedule

Task	Date
Pre Production	01/01/2022 – 31/03/2022
Production / Recording	01/04/2022 – 30/06/2022
Editing	01/07/2022 – 30/09/2022
Delivery	Draft Delivery October 2022 Final Delivery 15 th November 2022
Broadcast	TBC

Delivery Materials

Technical Specification for Programme Delivery

File Format

Audio files should be submitted in the WAV format. If the audio file is programme material delivered for broadcast, then the audio format for the file will be:

Linear PCM, 48 KHz, 16 Bit (or greater by prior agreement).

Files can be delivered via or any web based file transfer client (WeTransfer, Putfile, Hightail etc.), or via File Transfer Protocol (FTP).

Audio Properties

Audio quality remains the producer's overall responsibility. The importance of consistent levels and overall quality cannot be over-stressed. Distortion, noise, induced hum etc should not be audible. During the production process, audio should not be subjected to bit rate reduction (e.g recording on Minidisc or MPEG). Multiple transfers involving bit rate reduction should be avoided, otherwise coding artefacts are likely to be audible.

The recording should contain, where appropriate, the full transmittable audio bandwidth (20Hz to 20KHz). Exceptions may be made; examples include archive material or material gathered necessarily under adverse conditions.

Any such deviations from the normal standards or anything which could be interpreted as a fault or error must be noted on the recording report.

For details on Balance Control, refer to the relevant commissioning Network.

Stereo

Stereo programmes must always be supplied as a single wav file with the two channels recorded as A and B (i.e left and right), not as M and S (i.e sum and difference). Stereo programmes must be recorded so as to be compatible for listeners in mono. In general signals should be in phase between channels. The S (difference)

signal should rarely exceed the M (sum) signal (otherwise cancellation can result when the signal is heard in mono). Avoid extremes of stereo imagery or 'out of phase' effects as these present problems with mono compatibility.

Mono

Even if the programme content is entirely mono it should still be recorded as two identical channels (A and B) with zero phase difference between them.



Signed: Sinead Wylde

Head of RTÉ Lyric FM

For and on behalf of

RAIDIÓ TEILIFÍS ÉIREANN

Date of signature: 27/07/2022



Signed: Sharon McArdle

Producer

By: SHARON MCARDLE

Sole trader

From: RTÉ Radio,
Donnybrook,
Dublin 4.

To: The Broadcasting Authority of Ireland,
Sound & Vision Fund,
2 - 5 Warrington Place,
Dublin 2.

BROADCASTER'S DELIVERY REPORT

Re: Broadcasting Authority of Ireland's Sound and Vision Scheme for Radio, Round 40.

9th November 2022

To Whom It May Concern,

This is to confirm that RTÉ lyric fm has received delivery in full of the Radio Programme "Dorothy's Prison Notebooks", from contractor Sharon McArdle. The programme was broadcast on 6th November 2022. Funding for this programme from the Sound and Vision scheme was fully credited in the closing announcements of the broadcast.

Yours sincerely,

Suzanne Young

Suzanne Young
RTÉ Independent Radio Productions

RTÉ Independent Productions | Radio

Programme Specification Form – Dorothy’s Diaries/Prison Notebooks

Production Company	Sharon McArdle
Production Title (subject to change by RTÉ)	Dorothy’s Prison Notebooks
Number of Episodes	1
Episode duration (inclusive of all credits)	43
Programme Genre	Documentary
Programme Reference Number	BAI Sound & Vision Round 40
Proposed broadcast slot (subject to change by RTÉ)	The Lyric Feature, Sunday 18.00 Date: TBC (November 6 th 2022 date was provisionally mentioned last nov 2021 to coincide with 100 th anniversary of Dorothy’s arrest)
Production Budget	€7,921
RTÉ Contribution	€1,980
Third party production funding (if applicable)	€5,941
<p>Synopsis of programme editorial content to include: details of all elements of core contents, style, interviews, audio archive, audio clips/packages, reconstructions if any (dialogue or non-dialogue, other stylistic features), narrations or otherwise to be specified, music – composed or commercial, what style, other audio elements. Specify any distinct creative or content elements which are intended to be deployed in the production.</p>	<p>Interview at DCU with Dr. Leeann Lane on wider context of women in prison.</p> <p>Fly on the wall conversations with Kate Manning and Sharon at James Joyce Library – UCD Archives as they handle the Gaol Journals. SFX archive library, reels of microfilm tape etc.</p> <p>Fly on the wall conversations with Declan Gorman and Sharon at the Rehearsal studio in An Tain Arts centre, Dundalk as they discuss dramatic treatment for the theatre show ‘Prison Notebooks’.</p> <p>Choreographer Ella Clarke leads a movement exercise with Sharon (as performer) and Declan (as Director) at An Tain Arts centre.</p> <p>Recordings at An Táin arts centre of rehearsed scenes.</p> <p>Fly on the wall conversations with Sharon, Declan and Brian Crowley at Kilmainham Gaol as we walk to Dorothy’s prison cell. Pick up SFX of prison noises, footsteps, cell door closing, reverb etc.</p> <p>Recording of Sharon performing extract from Macardle’s ghost story, in prison cell at Kilmainham Gaol.</p>

	<p>Studio interview with Dr. Luke Gibbons - discussing how Dorothy's literary gothic voice develops in prison.</p> <p>Studio recorded Narrative links</p> <p>Recording of Rosario (a Spanish lament) sung acapella by Sophie Coyle in prison cell</p>
<p>Source material What is the nature of the source material for the programme (s)? Please specify What is the nature of the producer's access to such source material? Please specify Is the specified source material and/or the use/reliance on it in the programme is likely to involve public controversy and/or dispute)? Please specify</p>	<p>Interviews and a well-researched script will provide the source material for the documentary.</p> <p>All interviewees have agreed to feature in the documentary.</p> <p>No</p>
Executive Producer (RTÉ). Please specify	Eoin O'Kelly
Series producer (Independent company). Please specify	Curious Broadcast
Producer / Line Producer (Independent Company). Please specify	Sharon McArdle
Researcher (Independent Company). Please specify.	Sharon Mc Ardle
Sound Engineer (Independent Company). Please specify	Ross Carew
Other production personnel. Please specify	N/A
Key on-air talent (including presenter(s), performers, contributors, cast). Please specify	<p>Presenter (TBC)</p> <p>Sharon Mc Ardle (performer/researcher)</p> <p>Declan Gorman (writer/director)</p> <p>Musician – Sophie Coyle</p> <p>Contributors:</p> <p>Kate Manning - Principal Archivist at James Joyce Library, UCD.</p> <p>Dr. Leeann Lane - Historian & Author of Dorothy Macardle's biography</p> <p>Brian Crowley - Curator Kilmainham Gaol, OPW.</p> <p>Dr. Luke Gibbons Professor of Irish Literary and Cultural studies, NUI Maynooth.</p>
Any on-air talent (including presenter(s), performers, contributors, cast) aged under 18. Please specify	N/A

Script Writer	Declan Gorman and Sharon Mc Ardle
Key Advisors / Consultants	Patricia Baker (Curious Broadcast) – key advisor for radio production and not material content for documentary
Casting Director (Drama & Comedy)	N/A
Composer (if using music especially commissioned for the Programme). Please specify	N/A There will be a traditional song sung by Sophie Coyle
<p>Legal Specify if any potential legal difficulties relating to the Programme and its production arising from such issues as the origin and use of the source material, rights clearance in respect of material to be used in the Programme, defamation, privacy, confidentiality, contempt of court, and surreptitious recording. Specify the Producer's legal advisor(s) in respect of the Programme (where applicable) In the case of any surreptitious filming /recording, confirm that the prior approval of RTÉ has been obtained for such recording.</p>	N/A
Length and dates of production (in weeks)	Pre-production: 01/01/2022 - 31/03/2022 Production: 01/04/2022 – 30/06/2022 Editing: 01/07/2022-30/09/2022 Delivery date: 01/10/2022 Broadcast dates: Requesting 6 th November 2022
Intervals at which cost statements to be delivered (where appropriate)	As per contract
Intervals at which programme editorial progress reports to be delivered (where appropriate)	As required
Date of first listening session with Executive producer for RTÉ	TBC
Schedule of dates for subsequent editorial listening sessions (where appropriate)	TBC - if applicable

Date of editorial sign off by RTÉ	Following delivery
Promotional material for programme webpage, tapes, stills and any other promotional materials (where applicable)	N/A
Live programmes (where applicable). Please specify all dates	N/A
Pre-recorded Programme broadcast CDs (where applicable). Please specify all dates	CDs not required.
Promotional material. Please specify all dates	N/A
Programme ancillary rights exploitation (confirm whether there has been a review by RTÉ and the Producer of potential exploitation of ancillary rights such as programme sales rights, merchandising rights, publishing rights etc)	Within Terms of Trade

Production Details (summary)	
Studio based	Yes
If yes please specify	Rua red studio
Location based	yes
If yes please specify	Kilmainham gaol, Dundalk old gaol, DCU, James Joyce archive library, An Tain Arts Centre rehearsal studio, home office.
Live	No
Pre-recorded	Yes
Recorded Inserts	Yes
If yes please specify	Sound effects
Music	Yes
If yes please specify	Sophie Coyle will sing irish traditional song
Audience	No
If yes please specify number	NA
Other production requirements	NA


Health & Safety specify any special potential health & safety risks related to the production eg any dangerous activities/stunts. Also specify what steps the producer is taking to deal with such risks.

Specify if any special insurance cover is being taken out by the Producer in addition to standard production insurance package (eg errors & omissions insurance: event cancellation insurance, key person insurance)

N/A

Please outline any other issues that may affect production

N/A

Name	Signature	Date
Head of Station RTÉ Lyric fm (Sinead Wylde)		26/01/2022
Producer Sharon McArdle		14/03/2022
Director of Co-Productions & Acquisitions (Dermot Horan)		26/01/2022

Sharon Mc Ardle,
65 Cuchulainn Heights,
Carlingford,
Co. Louth,
A91XY52.

Date: 2nd March 2021

SUBJECT TO CONTRACT

Ref: Radio Programme, 'Dorothy Macardle's 'Prison Notebooks': Diary of an Unrepentant Propagandist. ' (working title), Number of episodes; 1 x 43 minutes duration approx, (the 'Programme')

Dear Sharon,

I refer you to your proposed grant application to the BAI Broadcasting Fund Scheme for €5,731 in grant funding for the production of the Programme (total proposed production budget of the Programme being €7,641 (excluding VAT).

This letter is to confirm that RTÉ is an eligible broadcaster under the scheme and for the purposes of your grant application that:

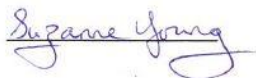
1. RTÉ would intend to make the first broadcast of the Programme on RTÉ lyric FM in 2021-2022 but in any event not later than 9 months after accepted delivery of the Programme to RTÉ (unless such outside broadcast date is extended in exceptional circumstances by agreement between RTE and the BAI, such agreement not to be unreasonably withheld or delayed by the BAI).
2. RTÉ would intend to contribute a maximum of €1,910 (excluding any applicable VAT) for the Programme in the form of €1,910 licence fee.

Funding for this programme from the Sound and Vision scheme will be fully credited in the closing announcements of the broadcast. If this series is awarded funding we will ensure it is broadcast in line with the peak broadcasting times of 7am – 9pm (peak times may not apply to Digital Radio) set out in the Sound & Vision contract.

This letter is issued subject to contract and to further agreement with RTÉ on editorial, budgetary rights and other contractual matters relating to the Programme and to you securing the BAI Broadcasting Fund Scheme funding applied for and any other funding if applicable. (RTÉ to have right of prior approval over any agreement between you and the BAI and other funders). As regards editorial content, the Programme would have to comply with editorial specifications to be agreed with RTÉ and RTÉ would have final editorial approval at both rough cut/offline stage and final edit stage.

Please note that this letter is issued for the purposes of the BAI March 2021 Funding Round 38 only.

Yours sincerely,

A handwritten signature in blue ink that reads "Suzanne Young". The signature is written in a cursive style with a horizontal line underlining the name.

PP:

Name: Suzanne Young

Title: Radio Commissions Administrator