**GAA Streaming Policy & Local Licence Agreement**

**Background**

There has been a significant increase in the number of production companies, Provincial councils, County boards and local clubs looking to stream live GAA matches online (both in audio and audio-visual formats). In order to facilitate these requests without infringing upon the rights held by the GAA’s existing national broadcast partners, this document and licensing agreement intends to set out the process and policy that stakeholders must follow before streaming any match.

In each match case, it is proposed that the ‘Requesting GAA Unit’ gains permission to stream the game from the appropriate ‘Approving GAA Unit’. This approval process is as follows:

|  |  |
| --- | --- |
| **Requesting GAA Unit** | **Approving GAA Unit** |
| GAA Clubs | County Board |
| County Board | Provincial Council |
| Provincial Council | Commercial Dept., Croke Park |

**Gaining Approval**

**Step 1:**

Find out if the competition within which the match occurs falls under any existing rights sold by the GAA to its broadcast partners at national level, a list of which is included in ‘Appendix 1 National Broadcast Agreement Competitions’. If the match falls within one of these competitions already linked to a national broadcast agreement, GAA units are not permitted to stream the match.

Official GAA broadcast rights holders have first right of refusal but are not obliged to broadcast every match within their remit. Therefore, in instances when national broadcast coverage will be absent, special dispensation may be granted to a GAA unit wishing to stream the match and Step 2 (below) should be followed. It should be noted that such special dispensation does not extend to inter-county matches of any grade. Furthermore, under no circumstances can a requesting GAA unit stream a match at the same time as any national broadcast partner coverage.

**Step 2:**

If the competition does not fall under the rights sold by the GAA at national level and special dispensation has been granted, the requesting GAA unit wishing to stream the match is required to carry out a pilot recording. This is to ensure that the approving GAA unit is satisfied that the production quality (including picture resolution, graphic overlays, sound quality and commentator capabilities) are to a standard befitting of a live public broadcast. This pilot should be carried out in similar circumstances to the intended ‘real’ stream – i.e. the same camera crew, equipment, number of cameras, venue, editing and commentary team etc. When the pilot is complete, the requesting unit should pass the recording to the relevant Approving GAA Unit for review and a subsequent stop / go decision.

**Step 3:**

If the Approving GAA Unit is satisfied with the pilot recording they will then issue a ‘Local License Agreement’ (enclosed) to the Requesting GAA Unit for signing. The parties who must sign this agreement are:

* the camera / production team (the ‘Licensee’)
* the Requesting GAA Unit
* the Approving GAA Unit

The Approving GAA Unit must be in receipt of the Local License Agreement, signed by each of the three parties outlined above, in advance of the intended streamed game. It is important that the streamed game achieves the same quality levels as the pilot recording.

**Step 4:**

The match is now ready to be streamed. This can only be done on an official GAA website (i.e. the official club / county board / provincial council site) or, in specific cases, a pre-agreed alternate platform. The Requesting GAA Unit must check with the Approving GAA Unit that the site they intend using is agreed before proceeding.

After the match concludes, a DVD of the recording must be passed to the Approving GAA Unit within 48 hours for archiving purposes. This protocol is important in protecting the GAA archive for future generations and ensuring footage is retained and owned by the GAA.

**Please note, if any GAA unit is found streaming a game without prior approval it will not be granted any streaming rights for future games, at the very least, until after a review has been undertaken by the relevant Approving GAA Unit. This is owing to the seriousness of the many variables at play during a streamed match such as insurance responsibilities, child protection guidelines and existing national broadcast agreements.**

Lastly, this agreement relates to the online streaming of matches to a public audience and is separate to the practice of recording footage for internal team purposes (e.g. training and analysis purposes). Therefore team video analysts / tacticians should continue to gain approval from existing channels when seeking permission to record for these purposes.

**===**

Noel Quinn

GAA Media Rights Manager

Guthán 1 / Tel 1 : +353 (0) 1 865 8687
Guthán 2 / Tel 2 : +353 (0) 1 865 8600

**THE GAELIC ATHLETIC ASSOCIATION**

**- Local Streaming Licence Agreement**

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| --- |
| **PARTIES** |
| **Approving GAA Unit** | **Monaghan GAA County Board,** whose principal address is **C/o. Michael Carroll, County Secretary, Glen, Rockcorry, Co. Monaghan.**  |
| **Requesting GAA Unit** | **CLUB NAME GAA,** whose principal address is ADDRESS |
| **Licensee (Match stream production partner)** | Company Name: TBCContact Name: TBCEmail: TBCTelephone: TBC  |

|  |
| --- |
| **DATE** |
| **Date of Match** | TBC |

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| **SPECIFIC TERMS** |
| **[Alternative Channel]** | Means the channel known as [ insert channel name ] |
|  |  |
| **Licence** | The GAA grants the Licensee a non-exclusive licence to exercise the Access Rights and the Media Rights (as those terms are defined in the attached Terms and Conditions) in respect of the Match in the Territory for the Term in accordance with these Specific Terms and the Terms and Conditions attached.[Note: Each licence should only reference a single match and a new application must be completed for each new match] |
|  |  |
| **Match** | Means [ Insert match and match date ]. For the avoidance of doubt the Match cannot conflict with the GAA's national media rights partner agreements. In any event, each streamed Match must be pre-agreed in writing by the relevant approving GAA authority and with the licensee. It should be noted that inter-county matches of any grade are not permitted for streaming by GAA units.  |
|  |  |
| **Website (that the match is intended to be streamed on)** | the official GAA club website, www………………………………………………….] |
|  |  |
| **Media Rights** | Means the right to make the full live match audio-visual stream, including commentary, available on;[ insert website / Alternative channel ]via the Permitted Distribution System in the Territory during the Transmission Window.Short form highlights and match clips of any kind are strictly not permitted for uploading to social media sites or any club / county / provincial digital platforms, unless otherwise authorized**.****For the avoidance of doubt this Agreement does not cover the reproduction and distribution of DVDs or videos of the Matches, which would require a separate agreement from the GAA Licensing Department in Croke Park.** |
|  |  |
| **Term** | A period of thirty (30) days from completion of the Match.  |
|  |  |
| **Territory** | means [in relation to the official website territory]; |
|  |  |
| This Agreement is comprised of these Specific Terms and the Terms and Conditions (which we may revise and update at any time). In the event of any conflict between these Specific Terms and the Terms and Conditions, then these Specific Terms shall prevail.**The ‘Licensee’ accepts the responsibility of ensuring acceptable Public Liability, Employer Liability and Libel insurance cover is in place before streaming any match. This cover should be in line with industry standards, befitting of a live sports broadcast operation and presented in hard copy format to the match event controller prior to the commencement of the match, if requested.****Furthermore, the ‘Licensee’ of this agreement accepts the responsibility of ensuring acceptable child protection guidelines, particularly in relation to the recording of minors, has been followed. It is advisable to contact the GAA Child Welfare & Protection Department in Croke Park should guidance on the latter be required.**Please note, as this agreement relates to the online streaming of matches to a public audience and is separate to the practice of recording footage for internal team purposes (e.g. training and analysis purposes). Therefore, team video analysts / tacticians should continue to gain approval from existing channels when seeking permission to record for these purposes. |

|  |
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| **SIGNED FOR AND ON BEHALF OF THE GAA APPROVING UNIT** |
| **Signature** |  |
| **Print name** | **MICHEAL O’CEARBHAILL** |
| **Title** | **RÚNAÍ, COISTE CHONTAE MHUINEACHÁIN** |
| **Date** | TBC |

|  |
| --- |
| **SIGNED FOR AND ON BEHALF OF THE GAA REQUESTING UNIT** |
| **Signature** |  TBC  |
| **Print name** | TBC |
| **Title** | TBC |
| **Date** | TBC |

|  |
| --- |
| **SIGNED FOR AND ON BEHALF OF THE LICENSEE** |
| **Signature** | TBC |
| **Print name** | TBC |
| **Title** | TBC |
| **Date** | TBC |

**LOCAL Streaming LICENCE AGREEMENT**

**- TERMS AND CONDITIONS**

**1. Definitions**

a) “**Access Rights**”means the right, subject always to the discretion and direction of the GAA , for up to three accredited (authorized and identifiable) people to enter the Venues for the sole purpose of making Recordings, and to bring into the Venues such equipment as is reasonably necessary.

b) “**Alternative Channel”** shall have the meaning given to the term in the Specific terms.

c) “**GAA”** means the relevant entity identified as the GAA on the first page of the Specific Terms.

d) “**GAA Trademarks**” means any and all of the registered and unregistered trademarks which the GAA makes available to the Licensee pursuant to this Agreement.

e) “**Specific Terms**” means the Specific Terms between the GAA and the Licensee to which these Terms and Conditions are attached.

f) “**Match**” means the match set out in the Specific Terms.

g) **“Media Rights”** shall have the meaning given to the terms in the Specific Terms.

h) “**Permitted Distribution System**” means a system whereby a Recording (or any part of it) where applicable:

(i) in relation to the Website is made available to the public;

(ii) on an on-demand basis such that, in response to an individual viewer's order, the Recording is transmitted electronically from a video server via the internet to that viewer without a permanent (“permanent” being longer than 7 days) copy of the Recording being made, for viewing by that individual at a time selected by that individual; and/or

(iii in relation to the Community Channel is transmitted pursuant to a Community Content Contract awarded by the Broadcasting Authority of Ireland or its predecessor under S.39 of the Broadcasting Act 2001.

i) “**Recording**” means the audiovisual recording of the Match made by or under the authority of the Licensee, including, for the avoidance of doubt, any commentary, interviews, analysis, graphics, etc.

j) **“Term”** shall have the meaning given to the term in the Specific Terms.

k) **“Territory”** shall have the meaning given to the term in the Specific Terms.

l) **“Transmission Window”** means (a) any time for matches below County final level (including transmitting the Match live), and (b) any time for County finals and above and any senior club games (including transmitting the Match live) save that the Match cannot be shown live if it is at the same time as any other GAA match being shown on broadcast television by one of the GAA’s broadcast partners in the Territory;

m) “**Venue(s)**” means any venue or ground where a Match takes place.

n) Any other capitalized term shall bear the meaning given to it in the Specific Terms.

o) Headings are for ease of reference only and not to be taken into account in construing this Agreement.

p) References to the parties, the schedules, clauses, sub-clauses and paragraphs, are (unless the contrary appears) respectively to the parties, the schedules to, and the clauses, sub-clauses and paragraphs of this Agreement.

q) **“Website”** shall have the meaning given to the term in the Specific Terms.

**2. License Rights**

a) The GAA grants the Licensee a non-exclusive licence in the Territory for the Term of:

 (i) the Media Rights;

 (ii) the Access Rights;

 (iii) the right to copy, reproduce and communicate to the public (but not to adapt or alter) the GAA Trademarks for the purpose of promoting and exercising the Media Rights only.

b) All rights not granted expressly by the GAA to Licensee in this Agreement are reserved to the GAA to exercise itself or by any third party at its sole discretion.

c) Licensee shall not exercise the Media Rights in any way that competes with, or derogates from, the rights granted to the GAA’s major broadcast partners. In the event that the GAA considers that Licensee’s exercise of the Media Rights interferes with, or derogates from, the GAA’s licence of rights to its media partners, the GAA may (in its sole discretion and at any time) immediately terminate this Agreement by notice to Licensee.

d) For the avoidance of doubt this Agreement does not cover the exploitation of DVDs or videos of the Match, for which Licensee will require a separate licence from the GAA.

e) Save as set out above, the Licensee will not claim any right, title or interest in any of the GAA Trade Marks or recorded match footage.

**3. Sponsorship and Marketing**

a) The GAA reserves the right to appoint sponsors for any GAA games, including the Match. The Licensee acknowledges that it is not entitled to any revenues in respect of any such sponsorship. The Licensee must also ensure that the correct competition title will be referenced, where appropriate.

b) Any sponsorship gained from the Licensee’s streaming of the Match must be pre-approved in writing by the GAA approving unit. In any event, the Licensee and requesting GAA unit will not allow competitors of the event sponsors to sponsor the Licensee’s transmission of the stream, or indeed any brand that may have a negative impact upon the image of the GAA. The Licensee will not include any adverts for any competitor brand before, during or after any transmission of any Recording.

c) Any revenues received by the licensee or requesting GAA unit arising from sponsorship or advertising around the Licensee’s streaming of the Match shall be split 50:50 with the relevant Approving GAA unit, unless an alternative revenue model is agreed between all parties. Outstanding sums shall be payable quarterly within a calendar year. Within ten working days of the end of each quarter (31 March, 30 June, 30 September, 31 December) the Licensee or requesting GAA unit (to be agreed in advance between these two parties) will send the GAA (for the attention of the relevant County Board/Provincial Council/Croke Park Commercial & Marketing Department) a report setting out monies received along with payment of the applicable sums. The GAA shall have the right to audit the Licensee and requesting GAA units’ books of account not more than once in each calendar year. If any underpayment is found, the Licensee and requesting GAA unit will bear the costs of such audit.

d) The streaming transmitted by the Licensee shall not contain any “virtual advertising”, enhancements or labelling or on-screen commercial graphics whether in the form of sponsorship, sponsor’s messages, product placement, signs or logos, or commercial credits in any way that intrudes or affects the clear and unencumbered view of a Match or any signage featured at a Venue. Moreover, any on-screen graphics and commercial branding must be pre-approved by the Approving GAA unit.

**4. Copyright**

a) The Licensee hereby irrevocably assigns to the GAA with full title guarantee the entire unencumbered legal and beneficial ownership of the entire copyright (including, where applicable, by way of present assignment of future copyright) in all Recordings of the Match throughout the world in all media whether now known or hereafter invented for the full period of copyright and any and all renewals, revivals, extensions or reversions thereof and thereafter, in so far as possible, in perpetuity.

b) The Licensee will obtain and pay for all necessary rights, consents and licences in respect of any material included within any Recording (including an absolute and unconditional waiver of any moral or similar rights) so as to enable the Licensee, the GAA or its licensees to exploit the Recordings (and all copies, adaptations and versions of the Recordings) by any means throughout the world in all media whether now known or hereafter invented in perpetuity without the need to make an acknowledgement or any further payment to any third party. The Licensee grants and assigns the benefit of all such consents and licences to the GAA.

c) The Licensee will include an appropriate copyright notice in each transmission of each Recording in the form *“Match footage © Gaelic Athletic Association* *[year]*”.

**5. Licensee Obligations**

a) In respect of each of the Recordings made by the Licensee, or by a third party on the Licensee’s behalf, the Licensee may be asked, within 24 hours of the Match being made available on the Website, to upload a full copy of the Recording of such Match to the GAA’s FTP site (or social media verification system) as shall be confirmed by the GAA to the Licensee and / or such other web address as the GAA may request. The Licensee shall also, at the GAA’s request, provide a physical copy of the Recordings to the approving GAA at the Licensee’s cost.

b) The Licensee will pay, in respect of any music incorporated into the Recordings, any MCPS, PPI and IMRO collecting societies’ fees or similar dues arising from its exercise of the Media Rights.

c) If the Territory is limited in any way in the Specific Terms, Licensee shall ensure that its exploitation of the Media Rights pursuant to this Agreement (and those of any of Licensee’s licensees or assignees, if permitted) shall be directed towards and limited to users whose internet protocol addresses are located in the Territory and by using protocols where such transmission is close circuited and accessible only within the Territory during the Term. Any advertising, promotion or marketing of such transmissions must only be directed towards users in the Territory and Licensee shall not place online advertisements or promotions aimed at users outside the Territory. In order to ensure the territorial restrictions set out in this clause, Licensee shall utilize up to date geo-targeting or geo-blocking technology with a minimum blocking guarantee of 99.9% in respect of Licensee’s exercise of the Rights.

d) The Licensee covenants with the GAA that it will, at the reasonable request of the GAA and at the GAA’s expense, do all such further acts, deeds and things and execute all such further deeds, documents and instruments from time to time necessary to vest the rights in the Recordings in the GAA.

e) The Licensee will ensure that it, and any person exercising the Access Rights on its behalf, have been vetted by the appropriate vetting authorities (i.e. An Garda Síochána, AccessNI, or the Criminal Records Bureau or such other recognized authorities in the jurisdiction in which Licensee resides) within the past 18 months of making each Recording, and that the outcome of these vetting checks are shared with the GAA’s authorised vetting officer before exercising the Access Rights. (Should it not be possible for Licensee or any person working on its behalf to access the relevant vetting or background checks the GAA will assist on request.)

**6. Licensee Warranties**

a) The Licensee warrants and undertakes to the GAA that:

(i) it has full right title and authority to enter into this Agreement and that it will exercise its rights in accordance with the terms of this Agreement;

(ii) it shall exercise its rights with all reasonable skill, care and diligence, and it will ensure that all production personnel comply with all health and safety regulations in force from time to time;

(iii) it shall ensure that there is effected and maintained with reputable insurance underwriters or companies (a) third party public liability indemnity insurance cover, (b) an errors and omissions policy, c) in respect of any employees, employers’ liability cover in respect of any production personnel involved with the Recording. Each such insurance policy shall be for a sum approved by the GAA set out as additional insured or as an indemnified party;

(iv) it will not include any material within or around any transmission of the Match, or use any part of the Recording, in a manner which brings the GAA into disrepute or which is defamatory of any individual or body, save that nothing shall prevent or restrict fair reporting or comment on the same as provided by law;

(v) it will ensure that its transmission of each Match complies with any and all broadcast regulations and/or guidelines relating to the content and transmission of audiovisual content applicable in the Territory;

(vi) it shall not use any clips or sequences from the Recording;

(vii) it has had an opportunity to take legal advice and the Licensee’s representative signing the Specific Terms on behalf of the Licensee fully understands and accepts the terms of this Agreement prior to entering into it.

b) The Licensee will indemnify and keep the GAA, its officers and employees fully indemnified against all liability, claims, actions and proceedings, damages and loss suffered or incurred by the GAA, its officers and employees or paid by them in consequence or arising out of any breach or non-performance of all or any of the undertakings, obligations, warranties and representations on Licensee’s part contained in this Agreement.

**7. GAA Warranties**

The GAA warrants and represents to Licensee that:

(i) it has full right title and authority to enter into this Agreement;

(ii) it will perform the GAA’s obligations under this Agreement in accordance with the terms of this Agreement.

**8. Confidentiality**

The parties agree to keep the terms of this Agreement confidential and will only disclose the terms to their legal and professional advisors in the course of ordinary business (and only if such advisors agree to keep such information confidential) or pursuant to an order of court.

**9. Assignment or Licence**

a) This agreement is personal to the Licensee and the Licensee shall not assign, transfer, charge, create any encumbrance over or otherwise deal with all or any of its rights or obligations under this Agreement.

b) The Licensee shall not sub-license any rights in the Recordings (including the Media Rights) without the GAA’s prior written approval. In the event the GAA does grant such written approval, Licensee shall ensure that any third party sub-licensee is subject to the same restrictions and obligations as apply to Licensee in this Agreement.

**10. Notices**

a) Notices by either party:

(i) must be in writing addressed to the receiving party at the address set out in this Agreement or such other address as the receiving party may from time to time notify the other for the purposes of this clause; and

(ii) shall be sent by first-class pre-paid post or hand delivered to such address, with a copy by email.

b) Each such notice shall be deemed to have been effectively served:

(i) on the day of receipt, where any hand delivered letter is received on a business day before or during normal working hours;

 (ii) on the following day business day, where any hand-delivered letter is received either on a business day after normal working hours or on any other day;

(iii) on the second business day following the day of posting to an address of any prepaid letter; and

(iv) on receipt by the sender from the other party of confirmation of receipt.

**11. Termination**

a) Either party shall be entitled, by written notice to other party (the “**Defaulting Party**”), to terminate this Agreement without prejudice to its other rights and remedies under this Agreement or under statute or common law, if the Defaulting Party acts in Material Breach of this Agreement and fails to cure such breach within 14 days of written notice.

b) A “**Material Breach**” shall be a breach (including an anticipatory breach) which is not minimal or trivial in its consequences to the terminating party. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

c) Either party shall have the right to terminate this Agreement upon the giving of written notice to the other, without prejudice to any rights or remedies of that party under this Agreement or under statute or common law, if the other party suffers the making of an administration order or has a receiver (including an administrative receiver) or manager appointed over the whole or part of its assets or if any order is made or resolution passed for its winding up (except for the purposes of amalgamation or reconstruction) or if it enters into any composition or arrangement with its creditors or calls a meeting of its creditors with intent to enter into such an arrangement or composition or if it ceases to carry on business.

d) Upon the termination or expiry of this Agreement the licence of Media Rights shall automatically terminate with the exception that such termination shall not prejudice or affect the rights of either party against the other arising out of any breach of this Agreement.

**12. Severability of Provisions**

If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal or unenforceable in whole or in part under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of this Agreement but the other parts of this Agreement shall remain in full force and effect and the parties shall endeavour to agree such amendment as will (to the extent possible) give full effect to their intentions as expressed in this Agreement.

**13. Remedies**

If the GAA is in breach of any of its obligations under this Agreement or under statute law or common law, Licensee agrees that its sole remedy will be restricted to an action for damages.

**14. Force Majeure**

In the event that either party to this Agreement is unable to perform its obligations as a result of any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, terrorist action, or civil commotion (a “Force Majeure Event”) it shall promptly notify the other of the matter and provide the other with its best estimate of the likely extent and duration of the Force Majeure Event. The party prevented from performing its obligations under this Agreement by such a Force Majeure Event shall be excused performance of such obligations from that date of such notice for so long as the Force Majeure Event shall continue provided that such party shall, throughout the duration of the Force Majeure Event, take reasonable steps to mitigate the effects of the Force Majeure Event. Where Licensee is the non-defaulting party then the GAA and Licensee will discuss in good faith a reduction in Licensee’s payments to the extent there is a material and adverse effect upon the value of its rights or ability fully to exercise the same arising as a consequence of the Force Majeure Event.

**15. Entire Agreement**

a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not writing, between parties in relation to the subject matter of this Agreement.

b) Each of the parties acknowledges and agrees that it has not entered into this Agreement in reliance on any statement or representation of any person (whether a party to this Agreement or not) other than as expressly incorporated in this Agreement.

c) This Agreement shall not be deemed to create any partnership, joint venture, employment or agency relationship between any of the parties.

**16. Governing Law and Jurisdiction**

This Agreement is made under the laws of the Republic of Ireland and the parties submit to the non-exclusive jurisdiction of the Republic of Ireland.

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**Appendix 1: Competitions covered by GAA Broadcast Agreements**

The below list represents competitions that already have national broadcast agreements in place and are therefore not permitted for streaming by a third party, unless special dispensation has been granted by the Commercial & Marketing Department in Croke Park. Special dispensation will not be granted for inter-county matches of any grade. Where applicable, the below also includes Provincial Championship & A.I. Qualifier fixtures.

* GAA Football All-Ireland Senior Championship
* GAA Hurling All-Ireland Senior Championship
* Allianz GAA Football & Hurling Leagues
* GAA Football & Hurling Club Championships (county) (all grades)
* GAA Football & Hurling Club Championships (provincial) (all grades)
* GAA Football & Hurling Club Championships (All-Ireland series) (all grades)
* Eirgrid GAA Football U21 Championship
* Bord Gáis Energy GAA Hurling U21 Championship
* Electric Ireland GAA Minor Championships
* Masita Post Primary School Championships
* Independent.ie Higher Education Championships & Leagues
* International Rules Series
* Inter Provincial Football & Hurling Championships
* GAA Christy Ring Cup
* GAA Nicky Rackard Cup
* GAA Lory Meagher Cup
* GAA Football All-Ireland Junior Championship
* GAA Hurling All-Ireland Intermediate Championship
* Féile na nÓg & Féile na nGael
* Inter-county provincial competitions (e.g. Mc Kenna Cup, Walsh Cup)