



## COPYRIGHT AND DATA PROTECTION AGREEMENT FOR CONTRIBUTED IMAGERY FORM

Definition: a photograph, audio or digital recording, will be hereafter referred to as '**imagery**' in this document.

- a. In simple terms, before submitting any imagery, you must be able to prove that: the identifiable people in this imagery understand and know that this imagery will be shared with Fáilte Ireland, Tourism Ireland, tourism related businesses and any other businesses for the promotion of tourism in Ireland. The business must have and retain written consent of all identifiable individuals. In addition, if they are under the age of 16, their parent/legal guardian must consent on the child's behalf. Ensure they understand that they have the right to ask Fáilte Ireland and Tourism Ireland to stop using their images at any time, in which case it will not be used in future publications. **Note:** this will not apply to material already published. Fáilte Ireland & Tourism Ireland cannot control already published material or recall them.

Retention: Images featuring identifiable adults will be retained for 7 years or until they withdraw their consent whichever occurs first. Images which feature Children under 16 will be retained for 5 years or until they withdraw their consent whichever occurs first.

### PLEASE ENSURE THAT

- b. (i) You have the permission from the person that took the imagery; and  
(ii) You have the permission from the people featured within the imagery to share it us for the purposes as outlined in the table below. This is to ensure you comply with copyright and data protection law.

### Here are some of the places that the imagery might be used

<b>Social and Digital Media</b>	Twitter, Facebook, YouTube, Instagram, User Generated Content, LinkedIn, Spotify, TikTok, Snapchat, our websites and any social/digital platforms.
<b>Media</b>	International, national, regional, local media (TV broadcast, online, print)
<b>Publications</b>	Annual reports, employee magazine or policy documents
<b>Ireland's Content Pool</b>	The imagery will be shared with tourism related businesses, journalistic outlets both domestically and internationally and for these third-parties' own tourism related commercial activities.

**NOTE: If the owner of the copyright for the image or the identifiable people within the imagery are not happy for the image to be shared with tourism businesses to promote tourism, then the image must not be used.**

Fáilte Ireland and the individual/business are Independent Data Controllers. At the point in time when Fáilte Ireland receives the imagery Fáilte Ireland becomes the Independent Data Controller. Fáilte Ireland will take responsibility for the imagery that are stored on our ICT systems. We do provide a restrictions area at the end of this form so that you can tell us exactly what the limitations are with respect to how we use the imagery. Please note, that the individual/business remains responsible for any copyright or consent issues.

Agreement DATED [dd/mm/yyyy] is Between the individual/business granting permission to the NATIONAL TOURISM DEVELOPMENT AUTHORITY having its principal place of business at 88-

95 Amiens Street, Dublin 1 (hereinafter called “**Fáilte Ireland**” which expression shall include **its sub-licensees, assignees and successors in title**) to use the Imagery Contribution as set out below:

1. **GRANT**

[Insert the name of the Individual/business/company/organisation here] (“the Licensor”) hereby irrevocably and absolutely grant to Fáilte Ireland **with effect from the date** signed a royalty free, perpetual non-exclusive licence for the purposes set out above to do any and all of the following things in relation to our Imagery Contribution

2. To use display or publish the Imagery in any format [including commercial, non-profit or editorial projects involving advertising, promotion, print media, web site publication, social media or broadcast].
3. The right to alter or change the Imagery in any way and to pass on the Imagery to the third parties as set out above for their use.
4. The rights hereby granted by the Licensor may be exercised by Fáilte Ireland in any part of the world.

2. **WARRANTIES**

The Licensor represents and warrants that it owns all intellectual property rights in and to the Imagery Contribution and that the Imagery are original/none of the images have been previously published or licensed exclusively and that no intellectual property or personal data rights of any third party will be infringed by Fáilte Ireland’s use of the Imagery Contribution. The Licensor declares that all necessary permissions and consents have been obtained and undertakes that Fáilte Ireland will not be held responsible for any failure to obtain all necessary clearances and consents prior to the completion of this Agreement;

1. the Licensor has not previously assigned, licensed or granted any other right to any person to use the copyright or other rights or any part thereof in the Imagery which would preclude the proposed uses of the imagery by Fáilte Ireland and others;
2. The Licensor will provide to Fáilte Ireland the Imagery in either digital or non-digital format in the manner set out in the attached Schedule either prior to or simultaneously with the execution of this Deed.

3. **ACKNOWLEDGEMENTS**

1. Fáilte Ireland represents that it has satisfied itself as to the suitability, fitness for purpose and utility of the Imagery.
2. The Licensor acknowledges that Fáilte Ireland shall have the ability to change, alter or amend the imagery and shall only where reasonably practical credit the Licensor in association with the imagery.

4. This Agreement shall be governed by Irish law and subject to the exclusive jurisdiction of the Irish courts.

**Clearly Describe Any Restrictions Here:**

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I confirm that the business has and will retain written consent of all identifiable individuals

Yes ☐ No ☐

Do any of the contributed imagery contain identifiable children      Yes ☐ No ☐

If YES; you must attach a copy of written consent of imagery containing identifiable children. Fáilte Ireland cannot accept or use imagery containing children without evidence of valid written consent by their parent or guardian.

**Print Name:** \_\_\_\_\_  
Duly Authorised Official on behalf of [insert the name of the individual/business/company/organisation here]  
**Your**  
**signature:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
**E-Mail Address:** \_\_\_\_\_  
**Date:** \_\_/\_\_/\_\_\_\_  
**In the Presence of:** \_\_\_\_\_