



Coimisiún
na Meán

Section 71
CONTENT PROVISION
BROADCASTING CONTRACT
Guidelines and Application Form

Publication date:
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Process Summary

APPLICATION

The application consists of the submission of an **Application Form** and **Mandatory Documentation**.

A non-refundable **application fee** of €1,500 plus 23% VAT is charged for all Section 71 applications. (See **Section 2: Fees**.)

A **signed and dated PDF** of your Application Form with **all the required Mandatory Documentation** must be emailed in one email to s71@cnam.ie. It is recommended that you submit the application **five months in advance of the first proposed broadcast date** to allow sufficient time for the application to be processed and for a potential contract to be agreed with the Commission.



It is the **applicant's responsibility to ensure that all submitted documentation is accurate**. Permission to alter a submitted application will be at the discretion of the Commission. If necessary, the Commission may request an applicant to provide additional information.

ASSESSMENT

Stage One – Preliminary Assessment checks:

- ✓ That the appropriate **application fee** has been received.
- ✓ To ensure that **all sections of the application have been completed and the Mandatory Documentation is enclosed**.

If the application does not pass Stage One, it will be returned to the applicant. If the application passes Stage One, the Commission will confirm receipt and the application will progress to Stage Two.

Stage Two – Qualitative Assessment:

- ✓ Assesses compliance with the the policies of the Commission and [Section 71](#) of the Broadcasting Act 2009.
- ✓ Assesses the extent to which the service proposed is in accordance with the objectives of the Commission's *Broadcasting Services Strategy*.
- ✓ Assesses the ability of the applicant to provide the necessary resources and expertise to run the service successfully.
- ✓ Assesses the character test information relating to relevant persons.

DECISION

IF A CONTRACT IS RECOMMENDED IN PRINCIPLE:

- The applicant is informed of the offer in principle, subject to the successful conclusion of contract negotiations and compliance with any other conditions the Commission may attach to the award of contract.
- The Applicant will be invoiced for the applicable Contract Fee. This is currently set at €2,000 plus 23% VAT per year of broadcast. When the Contract Fee has been received, a contract will be negotiated with the applicant.
- If contract negotiations are successfully concluded, two copies of the contract will be issued to the applicant to be signed, sealed, and returned to the Commission.
- On receipt and upon final review, the contracts are signed, sealed and dated by the Commission and one copy is sent to the contractor.

IF A CONTRACT IS NOT RECOMMENDED IN PRINCIPLE

The Commission will notify the applicant of its decision and the reasons for that decision, in writing or email.

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Section One: Introduction

Section 71 of the [Broadcasting Act 2009](#), (“the 2009 Act”) provides that the Coimisiún na Meán (“the Commission”) may enter into a contract with an applicant for the provision of content, consisting of a compilation of programme material for the purpose of inclusion as part of a multiplex, or, for the purpose of its being transmitted as a broadcasting service in the State, part of the State, or elsewhere, by means of an electronic communications network, including, a satellite network, a fixed or mobile terrestrial network, a cable television network, an internet protocol television network, or any other form of electronic communications network.¹

When reviewing an application for a section 71 contract for a domestic service², which is primarily intended for reception by members of the public in Ireland, the Commission will have regard to the following objectives set out in the Commission’s *Broadcasting Services Strategy*:

- To facilitate a mix of voices, opinions and sources of news and current affairs in audio-visual media which enhances democratic debate and active citizenship in Ireland;
- To foster a media landscape that is representative of, and accessible to, the diversity of Irish society;
- To foster and promote quality programming in the Irish language and to encourage the development of Irish language initiatives across the broadcasting sector;
- To encourage creativity and innovation as distinctive features of the Irish audio-visual sector;
- To work with stakeholders to support the achievement of greater sustainability for the Irish audio-visual sector; and to ensure an increased focus on creativity and innovation across all Commission activities.

Applications may also be made under section 71 for non-domestic services.³ The appropriate entity to contract with the Commission is the supplier of the programme material, namely, the legal person, which determines the content of the compilation of audio-visual or, audio material which will be available. The contractor shall be a person who is established in the State.⁴

A contractor does not enjoy any right (by virtue of its Contract), to access a multiplex and/or, an electronic communications network and be distributed. The contractor must negotiate the appropriate rights of carriage.

In addition to referring to the 2009 Act, applicants are also asked, where relevant, to refer to the Commission’s *Ownership and Control Policy*, the *Broadcasting Services Strategy* and in the instance of audio-visual content, the EU Audio-Visual Media Services Directive 2018/13 (“AVMSD”).

Applicants can contact the Commission (s71@cnam.ie) to discuss any queries in relation to the application process.

¹ See the attached Appendix One for the definition of “*electronic communications network*”.

² A domestic broadcaster is a provider of a television programme service which is primarily intended for reception by members of the public in Ireland. Non-domestic services are television programme services licensed by the Commission for reception in other member states other than Ireland.

³ Non-domestic services are television programme services licensed by the Commission for reception in other member states other than Ireland.

⁴ See the attached Appendix One for the definition of “*jurisdiction*”.

Section Two: Fees

APPLICATION:

The standard application fee is currently €1,500 plus 23% VAT; the application fee must be transferred to the Commission account listed below, in order for an application to be considered. This fee is non-refundable.

CONTRACT:

The standard contract fee is currently set at €2,000 per annum plus VAT at 23% for each year the service is licensed. The total amount charged will be dependent on the duration of the contract. The total amount is payable prior to entry into the contract. The minimum tenure for a contract is five years, and the maximum tenure is 10 years.

Should the contract be terminated early by mutual agreement, the Commission may, at its absolute discretion, refund a portion of the contract fee. This will be determined by the Commission, taking account of the number of years remaining in the contract term at the time of termination.

ACCOUNT INFORMATION:

Financial institution: Allied Irish Bank Branch address: 1 – 4 Baggot St Lower, Dublin 2 Account name: Coimisiún na Meán IBAN: IE43AIBK93101268283086 BIC Code: AIBKIE2D Sort Code: 93-10-12 Account number: 68283086
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The applicable Application and Contract fees must be transferred to this account.

Fees are subject to change at the Commission's discretion. In the event that the Commission changes its fees, the applicable fee scale will be made available on the Commission's website at www.cnam.ie. Depending on the nature of the service, the Commission may consider reduced fees in some circumstances.

Section Three: The Application Process

APPLICATION DETAILS

A complete application consists of two parts:

- (a) The Application Form in *Appendix 2*; and
- (b) The Mandatory Documentation.

(a) Application Form

Applicants should complete the Application Form at *Appendix 2*. This application form consists of nine sections.

1. Applicant Information;
2. The purpose, for which a content provision contract is required;
3. Information on the service
 - a. Name
 - b. Description
 - c. Recipient Member State / areas and target audience/s;
4. Programme Content;
5. Jurisdiction of the State;
6. Ownership and Control Information;
7. Relevant Person Character Test;
8. Compliance and Monitoring; and
9. Signed Declaration & Application Checklist.

(b) Mandatory Documentation

The following mandatory documentation **must** be submitted to the Commission **with the application**. The application will be considered incomplete and will not be assessed unless these documents are provided.

(i) Secretary's Certificate or Equivalent

To enter into a contract with the Commission, an applicant must be a legally constituted organisation or group, e.g. a company, cooperative society, educational institution etc. The applicant must confirm its legal status and submit a Secretary's Certificate or equivalent setting out certain details of the company such as:-

- The registered office/branch in the State;
- The names and addresses of the company directors;
- The name and address of each person who is the legal, and/or, beneficial owner of shares in the Contractor, which together confer on their holder the right to cast votes at a general meeting of the Contractor which represents 5%, or more, of the votes that may be cast at such a meeting; and
- Name and address of the proposed Compliance Officer.

Template Secretary Certificates for companies are included for information at Appendix 3.

If the applicant is not a company, a society, or an educational institution, it **must** contact the Commission in advance of submitting its application to confirm the appropriate documentation which must be submitted under the following:

(ii) Company Constitution or Equivalent

An applicant must submit an initialled and dated copy of its Constitution or equivalent.

If the applicant is an Educational Institution, established and governed under Irish legislation, the applicant should identify the appropriate legislation.

(iii) Proof of payment of the Application Fee.

Please note an application fee (**€1,500 plus VAT**, currently at 23%) must be paid by bank transfer to the Commission Bank account listed under the Fees Section of these Guidelines.

(iv) Programme Policy Statement and Indicative Programme Schedule

A Programme Policy Statement (PPS) which sets out the programming commitments for the proposed service is agreed with the applicant and included in the contract. A template PPS for radio and TV services can be found at the end of this document. An indicative Programme Schedule is agreed with the applicant and included in the contract.

(v) Quote for Insurance

An applicant must provide a quote for an appropriate insurance policy. The policy will need to be obtained prior to contracting with the Commission and be maintained for the duration of the contract. The policy should cover the contractor's proposed and actual activities under, or in connection with, the proposed contract and the licensed service in accordance with prudent commercial practice, and shall include the Commission as an indemnified party in every insurance policy so taken out on the same basis as the contractor. In particular, but without prejudice to the generality of the foregoing, the contractor shall obtain and maintain at all times the following minimum levels of insurances (provided that the Commission may, at its sole discretion, direct the contractor to increase the limits set out below, and that the contractor shall promptly comply with every such direction):

- public liability for not less than €7,500,000 indemnity any one claim;
- employer's liability for not less than €13,000,000 any one claim; and
- libel insurance for not less than €2,000,000 any one claim.

The above policy or policies of insurance shall be shown by the contractor to the Commission whenever it requests, post contracting, together with satisfactory evidence of payment of premiums. The contractor, at all times, shall ensure all insurance cover taken out in accordance with this clause is on substantially similar terms to those upon which insurance of that kind is normally taken out and includes non-avoidance and non-invalidity provisions so that any action by or against the contractor constituting a breach of such policy will not prejudice insurance cover afforded to the Commission.

SUBMITTING AN APPLICATION

The application, inclusive of the Application Form and the Mandatory Documentation, should be sent electronically to the following email address: s71@cnam.ie. Processing of the application will not commence until all of the requested documentation has been received.

An application can take between two and five months to process. The length of time will depend on, *inter alia*, the nature of the service/s, the sufficiency of the information provided and whether or not any follow up, clarifications or additional information are required by the Commission. Any delay in the submission of responses from the Contractor to queries or clarifications made by the Commission will delay the processing of the application.

Applicants should, therefore, ensure that their applications are submitted **five months** in advance of their first proposed on air date. Existing contractors who wish to re-apply upon the expiration of existing contracts should also do so at least five months prior to the expiry date.

QUERIES

Queries regarding the application process in general should be directed to s71@cnam.ie. Alternatively, applicants can telephone the Commission offices at 01 644120

Section Four: The Assessment Process

The assessment process is divided into three phases as set out below.

Stage One – Preliminary Assessment

Once received, an application will be checked by the Commission to ensure that it is complete, i.e. that the appropriate application fee, application form and mandatory documentation have been submitted and received.

- If the application passes Stage One Assessment, the Commission will acknowledge receipt of the application. The application will then progress to Stage Two – Qualitative Assessment.
- If the application does not pass Stage One Assessment, the Applicant will be notified that the application has been rejected and the reasons for this.

Stage Two – Qualitative Assessment

(Please note: Definitions which apply for the purpose of this section are contained in Appendix 1 at the end of these Guidelines)

Qualifying applications will be assessed the Commission's staff with reference to the following criteria:

a) The information provided by the applicant as follows:

i. Jurisdiction

The Commission applies the criteria set out in Section 2A of the 2009 Act as set out in *Appendix 1*. These criteria concern, *inter alia*, the location of the applicant's head office, its editorial decision making and the presence of a significant part of the applicant's EU workforce.

These criteria are assessed on a case by case basis on the submission of specific proposals by the applicant.

ii. Purpose for which a compilation of programme material is to be supplied:

The Commission shall have regard to the purpose for which a compilation of programme material is to be supplied. The Commission shall not enter into a Content Provision Contract with a contractor unless the contractor wishes to supply a compilation of programme material for inclusion as part of a multiplex, or for the purpose of its being transmitted as a broadcasting service in the State, part of the State or elsewhere by means of an electronic communications network

iii. Diversity of Content

The Commission shall have regard to the objectives of the *Broadcasting Services Strategy*. In particular, for domestic services broadcast within the State, or part of the State, applicants will be required to set out how the proposed service will add to the diversity of services available and offer a variety of content to audiences.

iv. Ownership and Control

The Commission shall have regard to the *Commission Ownership and Control Policy*, and in particular, the provisions therein relating to character (character test information), experience, expertise and the level of communications media held by the applicant, and in the case of television services, the jurisdictional provisions as set out in the 2009 Act. The Commission considers it appropriate to do so in the interest of promoting plurality of ownership, diversity in viewpoint, outlet, and source in communications media.

v. Monitoring and Compliance

The Commission shall have regard to the adequacy of the technical devices and organisational procedures put in place, or proposed by the applicant to ensure compliance with applicable legislation, codes, rules and regulations, the Content Provision Contract and, to the experience of the personnel responsible for compliance.

If the applicant, or relevant persons associated with the applicant, have previously held a Section 71 or other broadcasting contract, the Commission will have regard to the compliance record of the relevant entities, with regard to the 2009 Act, Commission codes, rules and contracts.

- b) The applicant has confirmed it is compliant with the policy of the Commission⁵ and Section 71 of the 2009 Act in relation to submissions from former unlicensed operators⁶.
- c) The applicant's ability to provide all of the necessary resources and expertise to run the service successfully.

Arising from the Qualitative Assessment, the Commission may request an applicant to provide additional information in relation to certain aspects of its application. The Commission will set a timeframe within which a response to this request must be received. If a response is not provided within the requested timeframe, the assessment process cannot proceed to stage 3.

Stage Three – Decision and Contract Award

On completion of the Qualitative Assessment phase, the Commission's staff will present a report on the outcomes to the Commission for consideration and decision.

The Commission will consider the Qualitative Assessment of each application received. It will then decide, based on this report, the application form and mandatory documentation:

- To enter a content provision contract with an applicant in principle, subject to any terms it deems relevant to the successful conclusion of contract negotiations; or,
- Not to enter a content provision contract with an applicant in respect of an application.

The Commission will subsequently notify the applicant of its decision and the reasons for that decision by email or in writing.

If a contract is awarded to the applicant in principle:

- The Commission will inform the applicant of the decision to award a contract in principle and any relevant conditions;
- The Commission will forward an invoice to the applicant for the entire contract fee which should be transferred to the account information referenced in the Fees Section in these Guidelines;
- Applicants are requested to submit the payment upon receipt of the invoice and separately confirm the transfer by emailing s71@cnam.ie.
- Following receipt of the contract fee the Commission will request a copy of the applicant's executed insurance policy and all the required contract documentation necessary to draft the contract.

⁵ The policy of the Commission is to consider applications once none of an applicant's Directors, Secretary, Management team or any on-air staff have been involved in unlicensed activity for at least twelve months prior to the submission of the application.

⁶ This includes, but is not limited to, a transmitter being activated on unlicensed days.

- The applicant authorised signatories will be required to sign and seal two copies of the contract and return these to the Commission; the contracts will be then countersigned and sealed by the Commission following a final review. A copy of the executed contract will be sent to the applicant.

Section Five: Contractual Terms and Conditions

In performing its statutory functions, the Commission is charged with endeavouring to ensure the provision of open and pluralistic broadcasting services. More specifically, it is charged with promoting diversity in control of the more influential commercial and community broadcasting services.

The contractual terms reflect the provisions of the 2009 Act and any relevant policy decisions of the Commission. All signed contracts are public documents and can be inspected at the Commission's offices. The following is an indicative list of the obligations that fall upon an applicant. It does not purport to be an exhaustive list of the contractual or statutory obligations.

1. Ownership and Control

The Commission's *Ownership and Control Policy* ("the Policy") details its approach to the application of the statutory provisions to the ownership and control of broadcasting services, including the objectives to be achieved, as well as the rules to support the achievement of the objectives. The Policy is used by the Commission to assess the ownership and control element of applications for broadcasting contracts and to assess relevant requests for variations to contracts as well as any compliance issues that may arise subsequently in respect of such contracts. The Commission endeavours to ensure that its regulatory arrangements operate proportionately, fairly and consistently. In this regard, the Policy provides clarity and certainty in respect of the regulatory approach to be adopted and the rules that will apply.

Every Content Provision Contract will include certain information in relation to the corporate structure, shareholders, Directors and senior management of the contractor and their relevant media interests in Ireland. This information will be set out in a manner prescribed by the Commission within the schedules to the contract. The second schedule contains the Secretary's Certificate and contains information in relation to the directors, senior management and shareholding structure of the contractor. A contractor is also obliged to inform and/or obtain the prior approval of the Commission, throughout the contract term, of any changes to its ownership structure and other matters as specified in the content provision contract.

2. Contract Duration and Fees

In general, a Content Provision Contract is agreed for **a minimum period of 5 years** up to a **maximum period of 10 years**.

In addition to the non-refundable application fee, an annual **contract fee of €2,000 plus 23% VAT applies for the term of the contract**. The contract fee must be paid in order for the Commission to execute a contract.

3. Programme Content

Every Content Provision Contract shall include a Programme Policy Statement with which the Contractor must comply. This Statement describes the type of service proposed and programme genres e.g. general entertainment, children's channel etc. It also sets out the contractual and statutory programming commitments of the contractor. Material changes to this Statement will require the prior approval of the Commission. An Indicative Programme Schedule is also included in the contract.

Programming must comply with the relevant provisions of the 2009 Act and Commission codes and rules.

4. Contractual Conditions

In accordance with the 2009 Act, a Content Provision Contract will include the following conditions:-

- i. A condition requiring the prospective contractor to pay a contract fee to the Commission, of such an amount as it considers appropriate. If the fee is not paid, the Commission shall not enter into a contract with the prospective contractor.
- ii. A condition requiring the contractor to pay, on request by the Commission, a sum of money in respect of a failure by the contractor to comply with a particular term or condition of the contract. The maximum amount to be paid under any contract shall be specified, and the contractor is required to comply with a request for payment by the Commission.
- iii. A condition requiring the contractor to comply with any media service codes or media service rules⁷ with respect to the programme material and commercial communications supplied in pursuance of the contract.
- iv. A condition requiring the contractor to ensure that all programme material and commercial communications complies with section 71(6)(aa) of the 2009 Act.
- v. A condition requiring the contractor to ensure that news is broadcast in an objective and impartial manner and without any expression of the broadcaster's own views.
- vi. A condition requiring the contractor to ensure that the broadcast treatment of current affairs is fair to all interests concerned and that the broadcast matter is presented in an objective and impartial manner and without any expression of the broadcaster's own views.
- vii. A condition requiring the contractor to ensure that the broadcast treatment of any policy proposal regarding broadcasting, which is the matter of public controversy or debate and is being considered by the Government or the Minister, is reported and presented in an objective and impartial manner.
- viii. A condition requiring the contractor to ensure that anything which may reasonably be regarded as causing harm or undue offence, or as being likely to promote, or incite to, crime, or, as tending to undermine the authority of the State, is not broadcast by the broadcaster.
- ix. A condition requiring the contractor to ensure that anything which may reasonably be regarded as conduct falling within Article 5 of Directive (EU) 2017/541 on combatting terrorism or as being likely to promote, or incite to, violence or hatred against a group of persons, based on any of the grounds referred to Article 21 of the Charter of Fundamental Rights of the European Union, is not broadcast by the broadcaster.
- x. A condition requiring the contractor to ensure that in programmes broadcast by the broadcaster, and in the means employed to make such programmes, the privacy of any individual is not unreasonably encroached upon.
- xi. A condition requiring the contractor not to broadcast an advertisement which is directed towards a political end or which has any relation to an industrial dispute.
- xii. A condition requiring the contractor not to broadcast an advertisement which addresses the issue of the merits or otherwise of adhering to any religious faith or belief or, of becoming a member of any religion or religious organisation.

⁷ The Commission's Codes and Rules are available on the Commission's website at www.cnam.ie. These include the Code of Programme Standards, Code of Fairness, Impartiality and Objectivity, General Commercial Communications Code, Children's Commercial Communications Code, the Access Rules, Rules on Advertising and Teleshopping (Daily and Hourly Limits).

- xiii. A condition that, where any of the programme material supplied by the contractor in pursuance of the contract, (i) contains anything referred to in section 46J(1)(c) or (d) of the 2009 Act, (ii) contains anything which may impair the physical, mental or moral development of children which is not presented in such a way that children will not normally see or hear it, or (iii) constitutes an incitement to commit an offence, the Commission may, or, if such a supply of programme material has occurred within 6 months of a previous such supply by the same contractor having occurred, shall, terminate the Content Provision Contract.
- xiv. A condition otherwise enabling and/or requiring the Commission to suspend or terminate the Content Provision Contract where the programme material supplied contravenes a statutory obligation and/or in other specified circumstances.
- xv. A condition requiring the contractor to comply with any Levy Order made by the Commission under section 21 of the 2009 Act.

This list does not purport to be an exhaustive list of all of the conditions that may be included in the Content Provision Contract.

5. Levy Model

Pursuant to section 21 of the 2009 Act, the Commission has the power to impose a levy order on providers of audiovisual media services. Levy income will be required to fund the discharge of the Commission's functions in relation to audiovisual media services and the Commission is required to ensure that the levy income is sufficient to meet its expenses and working capital requirements throughout each levy period in so far as these expenses and working capital requirements are not met through other means.

By way of general guidance, the Commission will have regard to the following considerations in determining the amount of the levy to be imposed upon providers of audiovisual media services:

- The levy percentage will be calculated based on the estimated costs of regulation of the segment of providers of audiovisual media services and the qualifying income of that segment of audiovisual media service providers as a whole.
- Qualifying income will be EU-wide on the basis that the Commission's functions derive from the AVMS Directive. In addition, pursuant to the country-of-origin principle, the Commission regulates services received anywhere in the EU.
- Metrics will be based on actual amounts known at the beginning of the levy period and therefore, the levy will be based upon audited qualifying income for the calendar year 2022.
- The levy will be charged on a per-service basis so that each service within a segment attracts the same levy, irrespective of its ownership.
- Any registered services with a qualifying income of less than €500,000 will be exempt from paying a levy - this is for reasons of administrative simplicity and to promote new and innovative services.

These considerations are not exhaustive and the Commission reserves its entitlement to take such further and additional matters into account in determining the appropriate levy to be charged as is considered to be reasonable and proportionate.

Where a levy becomes payable in respect of a levy period by a contractor who, in that period, has paid a fee to the Commission in respect of a Content Provision Contract, the Commission shall deduct the amount of the fee from the amount payable under the levy order and, if the fee is greater than the amount payable under the levy order, refund to the contractor so much of the fee as exceeds the amount

of the levy.⁸ Any such refund shall be deferred for any period for which payment of the amount under the levy order is deferred.⁹

The Levy Order can be accessed here at www.cnam.ie and applicants should note that the levy model may be subject to change for the 2025 period.

6. European Works (audiovisual content only)

Pursuant to Article 16 of the AVMSD, there is an obligation on all television broadcasters to reserve for European works, where practicable and by appropriate means, a majority proportion of its transmission time, excluding the time appointed to news, sporting events, games, advertising and teleshopping. This apportionment of transmission time shall be made having regard to the Contractor's informational, educational, cultural and entertainment responsibilities to its viewing public and shall be achieved progressively, on the basis of suitable criteria.

However, the obligation under the AVMSD shall not apply to contracts for the following services:

- Television services that are intended for local audiences and do not form part of a national network; and,
- Television services that are exclusively devoted to sport, news, games, teleshopping or promotion.

7. European Works Levy (audiovisual content only)

Part 10A of the 2009 Act provide that the Commission may, for the purpose of funding a European Works Scheme, make an additional levy order on media service providers to support the production of European works.

The Commission will consult with potentially affected parties in advance of the establishment of any potential European Works Levy.

8. Independent Producers (audiovisual content only)

Article 17 of the AVMSD, provides that television broadcasters must, where practicable and by appropriate means, reserve at least 10% of their transmission time, or alternatively, at least 10% of their programming budget, to European works created by producers who are independent of television broadcasters.

Under definition 71, the AVMSD provides "when defining producers who are independent of broadcasters" as referred to in Article 17 of the AVMSD, Member States should take account of criteria such as:

- The ownership of the production company,
- The amount of programmes supplied to the same broadcaster, and
- The ownership of secondary rights.

9. Minimum News and Current affairs (audio content only)

Radio contractors are required to ensure that no less than 20% of the broadcasting time is devoted to news and current affairs content. If the broadcasting service is provided for more than 12 hours in any one day, radio contractors shall ensure that two hours of broadcasting time between 07.00 and 19.00 hours is devoted to news and current affairs content. The Commission may authorise a derogation from these conditions if it is satisfied that to do so would be beneficial to the listeners of the sound broadcasting service. Any such request should be set out in the application.

10. Transmission

⁸ Section 71(8A) of the 2009 Act

⁹ Section 71(8B) of the 2009 Act

Contractors must ensure that content is carried within contracted dates only. On completion of the contract period, or on any date not included in the contract, the carrying of content must cease in such a manner as to ensure that it is not possible to inadvertently continue with its carriage except in the case where a new contract has been issued by a relevant authority.

Contractors must ensure that the premises from which they operate provides access to disabled people, in line with Part M of the Building Regulations.

11. Compliance

Contractors are required to supply information and/or programme recordings in a format and at times specified by the Commission for monitoring compliance with statutory and/or contractual conditions and for other regulatory purposes. This includes information relating to content (including advertising and sponsorship, performance and complaints), ownership and control.

The Commission requires that recordings of all material are made and retained for 90 days for compliance monitoring purposes.

In addition, a contract imposes an obligation on a contractor to keep recordings of every item of programme material supplied by him or her under a Content Provision Contract, and to retain such recordings for such period as determined by the Commission from time to time pursuant to section 46P of the 2009 Act. The contractor shall make any such recordings available to the Commission upon request. The period currently is 90 days.

Under Section 69(6) of the 2009 Act, all contractors will be required to retain recordings of certain material in a format to be specified by the Commission and to keep such recordings, as specified by the Commission, for the term of the contract and for a period of 6 years thereafter.

12. Broadcast of Feeds into Multiple Jurisdictions

The Commission takes the view that a single content provision contract should suffice in circumstances where the Programme Material¹⁰ on the services is identical and is broadcast at the same time i.e. the audiences in one or more countries are able to view the same editorial content and advertisements at the same time on the services. The language of the feeds may be different. Catch up (replay) and +1 TV services are generally treated as a feature of the TV service and do not usually require an additional content provision contract.

13. Termination and Suspension

Section 71 of the 2009 Act enables the Commission to terminate a Content Provision Contract where the programme material breaches a condition referred to in *ix* in section 4 above, or contains anything which may impair the physical, mental or moral development of children which is presented in such a way that children will not normally see or hear it or constitutes an incitement to commit an offence. Where such a supply has occurred within 6 months of a previous such supply by the same person the Commission shall terminate the contract.

Section 51 on the 2009 Act enables the Commission to terminate, or suspend for such period as it considers reasonable, a contract entered into under Section 71—

- (a) if any false or misleading information of a material nature was given to the Commission by or on behalf of the holder of the contract before it was entered into, or
- (b) if, following an investigation under section 50, the Commission has made a finding under subsection (7) of that section that the holder of the contract has failed on one or more

¹⁰ The 2009 Act defines 'Programme Material' as 'audio visual material or audio material and includes advertisements and material which, when transmitted, will constitute a direct offer to the public for the sale or supply to them of goods or other property (whether real or personal) of services.'

occasions to comply with a term or condition of the contract, and the nature of that failure is of such seriousness as in the Commission's opinion warrants the termination or suspension of the contract."¹¹

Financial Sanctions

In accordance with Section 71(5) (b) of the 2009 Act, a Content Provision Contract shall include a condition authorising the Commission to request the contractor to pay to it, in respect of a failure by the holder to comply with a particular term or condition of the contract, a sum of money not exceeding an amount to be specified in the Contract, and requiring the contractor to comply with such a request.

In addition to the possibility of a fine under Section 71, Part 8B of the 2009 Act provides for the possibility of the imposition of an administrative financial sanction following an investigation into a suspected contravention, being a failure to comply with certain provisions of the 2009 Act, a media service code or rule, an online safety code or certain other statutory rules.

¹¹ Any decision of the Commission made pursuant to the 2009 Act may be appealed by the holder of the contract to the High Court. A contract terminated under section 50 or any other provision of the 2009 Act or under a provision of the contract shall cease to have effect; a contract suspended under section 51 or any other provision of the 2009 Act or under a provision of the contract shall cease to have effect for the period for which it is suspended.

Section Six: Public Access and Freedom of Information

The Commission makes applications available for inspection at its offices. The Commission, as a public body, is also subject to the provisions of the Freedom of Information Act, 2014.

- If an applicant wishes the Commission to treat any part of the application as confidential, it should be presented in an annex to the application and be appropriately marked. The applicant should outline in a covering letter the reasons for believing that the public should not have access to the material in such annex.
- Where the Commission believes that material which an applicant has placed in a confidential annex should be made available for inspection, it will enter into discussions with the applicant in an effort of reaching agreement as to the extent of disclosure. If agreement cannot be reached, the Commission will treat the application as having been withdrawn.
- Each applicant shall be responsible for providing the Commission with such authorisations, waivers and/or indemnities as it may reasonably require in connection with the disclosure to members of the public of material contained in the application.

The Commission will consult with applicants about sensitive information before making a decision on any request received under the Freedom of Information Act 2014.

General Disclaimer

The information supplied in this document is not an exhaustive account of the statutory requirements and legal obligations on applicants. It should not be regarded as a complete or authoritative statement of the law. Persons to whom the present document is made available must make their own independent assessment after taking their own professional advice and making such further investigations, as they deem necessary, on all relevant matters. The Commission makes no representation or warranty, express or implied, with respect to the information contained in the present document or with respect to any oral or written information made or to be made available to any potential applicant or its professional advisers. Any liability therefore is expressly disclaimed. The Commission reserves the right to correct or alter any part of the present document. In the event that this document is corrected or altered, an updated version will be made available on the Commission's website at www.cnam.ie.

Appendix 1: Relevant Definitions

In this Policy, the following definitions apply:

“the 2009 Act”:	means the Broadcasting Act 2009
“Commission”:	means Coimisiún na Meán
“Communications Media”:	Means – <ul style="list-style-type: none">• Broadcasting Services• Audiovisual on-demand media services,• Designated online services.• Or Newspapers or periodicals consisting substantially of news and comment on current affairs.
“Content Provision Contract”:	(Section 71) means a contract between the Commission and a person whereby that person may supply a compilation of programme material for the purposes of its: <ul style="list-style-type: none">• Inclusion as part of a multiplex;• The purpose of its being transmitted as a broadcasting service in the State, part of the State or elsewhere by means of an electronic communications network including a satellite network, a fixed or mobile terrestrial network, a cable television network, an internet protocol television network or any other form of electric communications network.
“Substantial Interests”:	has sufficient proprietary, financial or voting strength within the relevant company to determine or direct the policy of the company or companies to be able to influence directly or indirectly to an appreciable extent the strategic direction or policy (which shall include editorial policy) of the company or companies, with regard in particular to programme output, that is, sourcing, production, supply or delivery to the audience.
“Control”:	is in a position, proprietarily, financially or in terms of voting rights, to determine or direct the policy of the company, with regard in particular to programme output, that is, sourcing, production, supply or delivery to the audience. ¹²
“Electronic Communications Network”:	means transmission systems including, where applicable – <ul style="list-style-type: none">• Switching equipment,• Routing equipment, or

¹² Further guidance is provided in the *Commission’s Ownership and Control Policy, 2024*

- Other resources.

Which permit the conveyance of signals by wire, by radio, by optical or by other electromagnetic means, and such conveyance includes the use of –

- Satellite networks;
- Electricity cable systems, to the extent that they are used for the purposes of transmitting signals;
- Fixed terrestrial networks (both circuit-switched and packet-switched, including the Internet);
- Mobile terrestrial networks;
- Networks used for either or both sound and television broadcasting, and;
- Cable television and internet protocol television networks

Irrespective of the type of information conveyed.

“European Works”: (Applicable to Audio-visual Content Contractors)

- Works originating in EU Member States;
- Works originating in European third States party to the European Convention on Trans-frontier Television of the Council of Europe and fulfilling the conditions of point (ii) below;
- Works co-produced within the framework of agreements related to the audio-visual sector concluded between the Community and third countries and fulfilling the conditions defined in each of those agreements;

Application of the provisions of the second and third indents shall be conditional on works originating in Member States not being the subject of discriminatory measures in the third country concerned;

(ii) the works referred to in the first and second indents of point (i) are works mainly made with authors and workers residing in one or more of the States referred to in the first and second indents of point (i) provided that they comply with one of the following three conditions:

- They are made by one or more producers established in one or more of those States, or
- Production of the works is supervised and actually controlled by one or more producers established in one or more of those States, or
- The contribution of co-producers of those States to the total co-production costs is preponderant and the co-production is not controlled by one or more producers established outside those States.

Works that are not European works within the meaning of point (i) but that are produced within the framework of bi-lateral co-

production treaties concluded between Member States and third countries shall be deemed to be European works provided that the co-producers from the Community supply a majority share of the total cost of production and that the production is not controlled by one or more producers established outside the territory of the Member States.

“Independent Producers”:

Article 17 (Applicable to Audio-visual Content Contractors):
Article 17 of the AVMSD provides that Member States shall ensure, where practicable and by appropriate means, that broadcasters reserve at least 10% of their transmission time, excluding the time appointed to news, sports events, games, advertising, teletext services and teleshopping or alternatively, at the discretion of the Member State, at least 10% of their broadcasting budget, for European works created by producers who are independent of broadcasters. This proportion, having regard to broadcasters informational, educational, cultural and entertainment responsibilities to its viewing public, should be achieved progressively, on the basis of suitable criteria; it must be achieved by earmarking an adequate proportion for recent works, that is to say works transmitted within five years of their production.

“Jurisdiction of the State”:

Section 2A of the 2009 Act sets out how the question of whether a media service provider is under the jurisdiction of the State (or another Member State) is to be determined as follows:

- 2A. (1) For the purposes of this Act, the question whether a media service provider is under the jurisdiction of the State (or another Member State) is to be determined in accordance with this section.
- (2) A media service provider is under the jurisdiction of a Member State if under subsection (5) it is established in that state.
- (3) If a media service provider is not, under subsection (5), established in a Member State, then the provider is under the jurisdiction of a Member State if—
- (a) it uses a satellite up-link situated in that state, or
 - (b) it uses satellite capacity appertaining to that state.
- (4) If subsections (2) and (3) do not determine the question in relation to a media service provider, then the provider is under the jurisdiction of the Member State in which it is established within the meaning of Articles 49 to 55 of the Treaty on the Functioning of the European Union.
- (5) The following provisions apply to a media service provider for the purposes of subsections (2) and (3):

- (a) if the provider has its head office in a Member State, and the relevant editorial decisions are taken in the same Member State, the provider is established in that Member State;
- (b) if the provider has its head office in a Member State, and the relevant editorial decisions are taken in another Member State, then—
 - (i) if a significant part of the workforce involved in the pursuit of the programme-related audiovisual media service activity operates in the Member State where the provider has its head office, the provider is established in that Member State,
 - (ii) if subparagraph (i) does not apply but a significant part of the workforce involved in the pursuit of the programme-related audiovisual media service activity operates in the Member State where relevant editorial decisions are taken, the provider is established in that Member State, and
 - (iii) if neither subparagraph (i) nor subparagraph (ii) applies, the provider is established in the Member State where it first began its activity in accordance with the law of that Member State, provided that it maintains a stable and effective link with the economy of that Member State;
- (c) if the place where the provider has its head office and the place where the relevant editorial decisions are taken are different, and only one of them is in a Member State, the provider is established in that Member State, provided that a significant part of the workforce involved in the pursuit of the audiovisual media service activity operates in that Member State.

(6) In this section—

“audiovisual media service activity” means activity relating to the audiovisual media service concerned;

“relevant editorial decisions” means editorial decisions about the audiovisual media service concerned.

“Media Service Provider”:

Means a person who provides an audiovisual media service.

“Relevant Person”:

means any of the following:

- a) a person who supplies a compilation of Programme Material which is Broadcast in the State;
- b) a programme production company which produces programmes which are Broadcast in the State;
- c) an advertisement production company which produces advertisements which are Broadcast in the State;
- d) the publisher of a newspaper, magazine or journal consisting substantially of news and comment on current affairs, which is displayed for sale in the State;
- e) an advertising agency which produces advertisements which are Broadcast in the State, or which acts as a media buyer in respect of the Broadcast of advertisements in the State;
- f) a public relations company which carries on business in the State;
- g) a music publisher which publishes music which is displayed for sale or Broadcast in the State;
- h) a distributor of recorded music which distributes recorded music in the State;
- i) a person who is engaged in Communications Media in the State;
- j) a person who has a Substantial Interest in a person listed in any of (a) to (j) above and/or a Provider of Communications Media; and
- k) a person who is not a national of a Member State of the European Union;

Appendix 2: Official Application Form

SECTION ONE – APPLICANT INFORMATION	
<p>Name of Applicant (<i>The Applicant is the proposed contracting entity and must be a single legal entity, e.g. a body corporate, co-operative society etc. If the Applicant is a body corporate, a copy of the certificate of incorporation must be included with the application.</i>)</p>	
<p>Registered Number of the Applicant (company registration (or equivalent) number)</p>	
<p>a) Registered Office/Branch Address of Applicant; and b) Place of Business</p>	
<p>Address for contact and correspondence (if different)</p>	
<p>Does the Applicant hold, or has it previously held a broadcasting contract with the Commission? (If you are a repeat Applicant or have held, or currently hold, any other Broadcasting Contract with the Commission please provide details of the contract and confirm that you have no outstanding levy¹³ fees or contract compliance issues with said contract/s).</p>	
<p>Has the Applicant, or any relevant person within the Applicant, ever been issued with a compliance/warning notice from the Commission? If yes, please set out when and why this notice was issued.</p>	
<p>Has the proposed service previously been operated by the Applicant in another jurisdiction? If yes, please provide details on the named jurisdiction and relevant regulatory/licensing authority.</p>	
<p>If you have answered YES to the question above, please also detail your Compliance record with the named authority. This should include the issuing of compliance notices, sanctions, fines etc.</p>	
<p>Compliance Officer Information (The Compliance Officer is generally based in Ireland and authorised by the Applicant to represent it and liaise with the Commission on all contractual and compliance matters)</p>	<p>Name: Address: Direct Phone Number: Email Address:</p>
<p>Public contact for the Applicant (name and position, full address, telephone numbers, e-mail and website addresses).</p>	
<p>Names and addresses of the Applicant’s Directors (including proposed Directors).</p>	

¹³ The Commission levy does not current apply to section 71 Content Provision Contracts.

Roles, qualifications and relevant experience of the senior management team. (CEO, Compliance Officer, CFO or equivalent).

SECTION TWO - PURPOSE OF CONTENT PROVISION CONTRACT

From the following options, confirm the purpose for which you require a Content Provision Contract:	
For the purpose of inclusion as part of a multiplex	YES/NO
Specify the multiplex operator and location in question.	
For the purpose of its being transmitted as a broadcasting service in the State, part of the State or elsewhere by means of an electronic communications network	YES/NO
Please specify the method/s of transmission and location from the following list:	
• Satellite network	YES/NO
• Fixed or mobile terrestrial network	YES/NO
• Cable television network	YES/NO
• Internet protocol television network	YES/NO
• Any other form of electronic communications network (please specify).	YES/NO
Please specify the means of distribution and the distribution provider.	

SECTION THREE - JURISDICTION IN THE STATE

If the compilation of programme material to be supplied is audio-visual, please confirm that the Contractor falls within the jurisdiction of the State.	
a) Where is the Applicant's head office situated?	
b) Where will editorial decisions about programme material be made?	
c) Where will scheduling decisions about programme material be made?	
d) Does the Applicant have (or will it have) offices in more than one country? ¹⁴ If so, please specify the countries. (i) What functions in relation to broadcasting/programming will be performed in each country?	

¹⁴ Countries within and outside of the European Union.

(ii) How many employees will be based in each country?	
e) Where will Directors' meetings be held?	
f) Where will management meetings be held?	
g) Where will shareholders' meetings be held?	
h) Is it proposed that any of the Directors and/or senior managers of the Applicant be resident in Ireland?	

SECTION FOUR – OWNERSHIP AND CONTROL INFORMATION

(a) Character of the Applicant - Ownership and Control

Shareholder information - Please specify:

The total number of shares, the number of shares per class of shares, and the associated rights (specify voting, non-voting, preference, other etc.);

The percentage of shares held by each shareholder, together with the number of shares and the class thereof; where those holdings are in the names of trustees or nominees, the *beneficial owners* should be named;

Whether there are any shareholders' agreement governing the exercise of voting rights or establishing pre-emption mechanisms. If there is, please describe briefly the principles governing the exercise of voting rights and/or the pre-emption mechanisms;

The name and address of the holders of an interest in excess of 10% in a body that has a controlling or substantial interest in the applicant;

The shareholders which are not EU nationals and their nationality.

Directors

If the Applicant is a company, please provide in respect of the following individuals their full names, addresses, nationality and country of residence. If the Applicant is not a company, similar information should be provided about those responsible for management, strategic decision and policy making.

(i) the Directors of the Applicant;

(ii) where relevant, the Directors of any shareholders of the Applicant holding more than 10% of the shares of the Applicant;

(iii) where relevant, the Directors of companies which hold, directly or indirectly, an interest in excess of 10% in a body that has a controlling or substantial interest in the Applicant;

(iv) where relevant, the Directors of companies which hold, directly or indirectly, a controlling or substantial interest in a body holding more than 10% of the shares of the applicant.

(b) Media Ownership and Plurality Please indicate:	
I.	the shareholders of the Applicant who have substantial interests in, or control of, Media Operators as defined in <i>Appendix 1</i> .
II.	the directors of the Applicant who have substantial interests in, or control of, Media Operators.
III.	which, if any, of the Applicant's shareholders is or has been involved in a broadcasting service awarded by the Commission.
Where the Applicant is part of a larger corporate group structure please provide details of the group structure in diagrammatic form.	
(c) Signatories, Seal and Compliance with Commission Policies	
Name of the Authorised Signatories (and their capacity within the group) who will sign the contract on behalf of the applicant. These signatories must be authorised in accordance with the Applicant's Constitution or equivalent governing rules. <i>(Please note the company seal will be affixed to the Content Provision Contract)</i>	
Please confirm the company / organisation has a Seal in order to seal a contract on behalf of the company / organisation. (please note a stamp will not be accepted)	
Please confirm the Applicant's compliance with the Commission's Policy and Section 62 of the Acts with regard to the following: <i>Further to Section 62 of the 2009 Act, and the Commission's policy in this regard, the Commission will accept applications once none of the Applicant's Directors, Secretary, Management team or any on-air staff have been convicted of an offence under Section 3 (3) of the Wireless Telegraphy Act 1926 or under Section 3, 4 or 5 of the Broadcasting and Wireless Telegraphy Act 1988 or involved in any unlicensed activity for 12 months before the application is submitted.</i>	

SECTION FIVE – RELEVANT PERSON CHARACTER TEST

This section must be completed and signed separately by each “relevant person” associated with the Applicant.

The Commission, as a matter of policy, applies the character test to the Directors, senior managers (CEO, CFO and Programme Controller or equivalent positions) and shareholders, whose shareholding constitutes a substantial interest in, or control, of the Applicant when considering applications for content provision contracts. In assessing character, the Commission applies the ordinary meaning of the word and considers, in particular, if the relevant person, is a fit and proper person to hold a broadcasting, content provision or multiplex contract (as appropriate) with reference to the provisions of sections 66 or 137 of the 2009 Act (as appropriate) and in the context of its compliance with other relevant statutory and regulatory provisions.

(i) <i>Have you ever been convicted of an offence involving fraud or dishonesty?</i>	Yes / No (<i>If yes please explain</i>)
(ii) <i>Have you ever been restricted or disqualified as a Company Director, or convicted of any offence under the Companies Acts 2014 (as amended) in this jurisdiction or under equivalent legislation in any other jurisdiction?</i>	Yes / No (<i>If yes please explain</i>)
(iii) <i>Have you ever been adjudicated as bankrupt, become insolvent or entered into a voluntary arrangement with creditors, or had a receiver appointed to any of its assets, in this or any other jurisdiction?</i>	Yes / No (<i>If yes please explain</i>)
(iv) <i>Have you ever been a director of a company to which a receiver was appointed, which went into compulsory liquidation, creditors’ voluntary liquidation, examinership, or which made any arrangement with its creditors or class of creditors?</i>	Yes / No (<i>If yes please explain</i>)
(v) <i>Have you ever been convicted of an offence under any legislation by which Broadcasting and/or Wireless Telegraphy is regulated in this or any other jurisdiction?</i>	Yes / No (<i>If yes please explain</i>)
(vi) <i>Have you ever had a licence or contract issued by a broadcasting licensing body or any other statutory body suspended or revoked in this or any other jurisdiction?</i>	Yes / No (<i>If yes please explain</i>)
(vii) <i>Are you aware of any reason why it may not be a fit and proper person to be awarded a contract?</i>	Yes / No (<i>If yes please explain</i>)
Name:	Date:
Signature:	
Relevance to Applicant:	
Contact details:	

SECTION SIX - PROPOSED PROGRAMME CONTENT & FUNDING MODEL

Proposed Service Name	
Type of Service/Channel Proposed (Please describe the type of service proposed: programme genres, target audiences etc.) Please indicate whether the service is audio or audio-visual.	
Target Audience/s Please provide a profile of the target audience/s for the service/s	
Please indicate the desired duration of the contract . Section 71 Contract durations are generally concluded for a period of between 5 and of 10 years.	
Please indicate if a single content provision contract is being sought for multiple feeds of the same programme material. ¹⁵ (please detail the number of services, countries/areas of reception and target audiences).	
Please indicate the language of the service/s.	
Please indicate the hours of transmission (per day/per week).	
Please indicate whether the service/s will carry advertising, sponsorship or other forms of commercial communications and describe the form it will take.	
In the case of audiovisual services, please provide details of any access service provision proposed for persons who are deaf or have a hearing impairment, persons who are blind or partially sighted, and persons who have a hearing impairment and are partially sighted.	
If the service is a radio service , please confirm that not less than 20% of the broadcasting time (or two hours between 07.00 and 19.00 hours if the broadcasting service is provided for more than 12 hours in any one day) is devoted to the broadcasting of news and current affairs programmes. If a derogation is being sought in respect of this requirement, please indicate how such a derogation would be beneficial to the listeners of the sound broadcasting service	

¹⁵ The applicant must demonstrate that the programme material on each feed is identical and broadcast at the same time.



<p>Please complete the template Programme Policy Statement provided at the end of this document. Please include an indicative programme schedule.</p>	
<p>How will the service/s be funded?</p> <p>Will the service/s be subject to subscription fees? Please specify (part of basic package, other package, cost etc.)</p> <p>Will the service/s carry advertising and commercial communications? Please specify.</p>	



SECTION SEVEN – DIVERSITY OF CONTENT

If the service is to be provided in Ireland, please describe how it is envisaged that the service will **add to the range and diversity of broadcasting services within the relevant area.**

If the service is to be provided in Ireland, please describe how the proposed service will **add to the plurality and diversity of broadcasting services**, referring where appropriate (having regard, e.g., to the target audience) to how the proposed service will serve the needs of the people of the island of Ireland, bearing in mind their languages and traditions and their religious, ethical and cultural diversity.

If the service is to be provided in Ireland, please demonstrate how the proposed service will respect the **Constitutional right to freedom of expression.**

SECTION EIGHT– EUROPEAN WORKS REQUIREMENTS

Please demonstrate how the proposed service will comply with the European Works requirements of the 2009 Act setting out the proportion of its transmission time (excluding the time appointed to news, sporting events, games, advertising and teleshopping) that will be reserved for European Works and the genres of content to be provided.

Please confirm either (a) the proportion of transmission time; or percentage of the programming budget, that will be allocated to European works created by **producers who are independent of television broadcasters.**

SECTION NINE– CODES & RULES, COMPLIANCE & MONITORING

Please describe how the proposed service/s will **protect the interests of children** taking into account the vulnerability of children and childhood, to undue commercial exploitation.

Please provide full details of the measures and arrangements to be put in place to ensure that the proposed service/s will comply with the provisions of the 2009 Act and other legislation as applicable, the conditions of the Content Provision Contract, the Commission's Media Service Codes and Rules, including human and technical resources.

Please describe the ICT systems to be used for the recording and monitoring of programme content.

Please identify all personnel who will be responsible for compliance and set out their relevant experience.

SECTION TEN – SIGNED DECLARATION & APPLICATION CHECKLIST

I hereby apply to Coimisiún na Meán for a Content Provision Contract as described above and declare that the information given in the application form is, to the best of my knowledge and belief, correct.

I enclose:

1. a copy of all mandatory documentation including the Constitution (or if the Applicant is not a body corporate, the equivalent documentation, with a translation into English if not in the English or Irish language);
2. evidence of electronic payment of the appropriate (non-refundable) application fee.

Signature _____

Name (in block capitals) _____

Position _____

Date _____

CHECKLIST - Please ensure that each of the documents listed below have been attached to your application email:

1. Completed and signed application form in PDF FORMAT (<i>inclusive of signed and dated character tests for all relevant persons</i>)	<input type="checkbox"/>
2. Corporate Group Structure (where applicable)	<input type="checkbox"/>
3. Completed Programme Policy Statement and Indicative Programme Schedule	<input type="checkbox"/>
4. Signed and dated Secretary's Certificate	<input type="checkbox"/>
5. Signed and dated Company Constitution or equivalent	<input type="checkbox"/>
6. Quote for Insurance	<input type="checkbox"/>

Details of the information required for each of the above is set out in the guidelines provided at the start of this document.

Email the entire application (i.e. Application Form & all Mandatory Documentation) to s71@cnam.ie

Appendix 3: Templates

PROGRAMME POLICY STATEMENT (Television)

The Statement should provide a service description e.g. the type of service/channel proposed and describe the nature of the programme with reference to programme genres etc. in sufficient detail such that the full nature of the service is clear.



PROGRAMME POLICY STATEMENT (Radio Only)

Programming commitment should be written in a measurable way, for example;

- The service will broadcast X number of news & current affairs / sports / arts / Irish language programmes a week of at least X minutes duration.

Aim / Ethos of the proposed service
Target Audience
Broadcast Hours per 24 hour day. <ul style="list-style-type: none">○ The service will broadcast from X am to X pm/am each day.○ X number of hours will be live per day.○ X number of hours will be pre-recorded / automated.
Speech / Music Ratio
Music Policy if applicable
News & Current Affairs – please provide details of news and current affairs programming set out, the number of programmes and / or duration of programmes to be broadcast each day / week.
Sports Programming
Irish Language and / or Special Interest Speech programming if applicable



TEMPLATE SECRETARY CERTIFICATES

(PLEASE ONLY CHOOSE THE TEMPLATE APPLICABLE TO YOUR APPLICANT
COMPANY)



Company: CERTIFICATE OF THE SECRETARY

I, [Enter Name], of [Address], Secretary of [Enter name of company] ("the Company") HEREBY CERTIFY as follows:-

- A. The Company, which is registered in Dublin under CRO NO. [Registration Number], has its registered office at [Enter registered office]
- B. The Directors of the Company are as follows:
 - i. [name and address]
 - ii. [name and address]...
- C. No Director of the Company is:
 - i. an undischarged bankrupt;
 - ii. a person who is subject to restriction pursuant to the Companies Act 2014 as the same has been or may be amended or extended; or
 - iii. a person who has been disqualified from acting as a Director pursuant to the Companies Act, 2014, as the same has been or may be amended or extended.
- D. [Name and Address] is the Secretary of the Company.
- E. [Name and Address] is the Designated Officer of the Company.
- F. The Company has made all returns to the Companies Registration Office which it is legally required to make.
- G. Paragraphs I sets out details as to Significant Shareholders in the company. The table sets out the name and address of each such shareholder and, in the third column, the voting rights attaching to each such shareholder's shares in the company as a percentage of all the votes which may be cast by shareholders of the Company at general meetings.
- H. A Significant Shareholder, for the purposes of this Certificate is a shareholder to whose shares are attached voting rights which represent more than 5% of all the votes which may be cast by shareholders in the company at general meetings.
- I. The following table sets out details as to Significant Shareholders in the Company:-

Registered Owner	Address	Beneficial Owner	Percentage

- J. The Company has not granted any options over shares.
- K. The Company has no employee share option scheme in place.
- L. The Company has not issued loan stock / has issued loan stock as follows:



- M. No resolution to wind up the Company has been passed and no notice of a meeting at which it is proposed to wind up the company has been issued or published. No petition has been presented or is pending to wind up the company, and no steps have been taken to place the company in receivership, or to have a receiver or examiner appointed.

Dated the of 202_

SECRETARY



Company Limited by Guarantee without a Share Capital - CERTIFICATE OF THE SECRETARY

I, [Enter Name], of [Address], Secretary of [Enter name of company] ("the Company") HEREBY CERTIFY as follows:-

- A. The Company, which is registered in Dublin under CRO NO. [Registration Number], has its registered office at [Enter registered office]

- B. The Directors of the Company are as follows:
 - i. [name, address and category of membership]
 - ii. [name, address and category of membership].....

- C. No Director of the Company is:
 - i. an undischarged bankrupt;
 - ii. a person who is subject to restriction pursuant to the Companies Act 2014 as the same has been or may be amended or extended; or
 - iii. a person who has been disqualified from acting as a Director pursuant to the Companies Act, 2014 as the same has been or may be amended or extended.

- D. [Name and Address] is the Secretary of the Company.

- E. [Name and Address] is the Designated Officer of the Company.

- F. Membership of the Company is open to the following:
 - i. [List Category of Membership, Fee and Entitlement to Appoint Directors]
 - ii. [List Category of Membership, Fee and Entitlement to Appoint Directors]
 - iii. [List Category of Membership, Fee and Entitlement to Appoint Directors].....

- G. The Company has made all returns to the Companies Registration Office which it is legally required to make.

- H. The Company is limited by guarantee and does not have a share capital.

- I. No resolution to wind up the Company has been passed and no notice of a meeting at which it is proposed to wind up the company has been issued or published. No petition has been presented or is pending to wind up the company, and no steps have been taken to place the company in receivership, or to have a receiver or examiner appointed.

Dated the _____ of _____ 202_

SECRETARY