



Coimisiún
na Meán

Guidelines for Applicants: Community Content Provision Contract

Publication date:
October 2025



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Coimisiún na Meán ("An Coimisiún") reserves the right to amend or clarify any part of the Guidelines for a Community Content Provision Contract ("Guidelines"). The Guidelines are provided to help applicants understand the statutory provisions and the requirements that must be met when submitting an application for a Community Content Provision Contract, pursuant to section 72 of the Broadcasting Act 2009.

Any amendments, clarifications or supplementary information will be posted on An Coimisiún's website, www.cnam.ie.

All queries regarding these Guidelines should be emailed to licensing@cnam.ie.

Or via post or telephone:

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PROCESS SUMMARY

APPLICATION

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

A **signed and dated PDF** of your Application Form with all the required **Mandatory Documentation** must be emailed in one email to licensing@cnam.ie. The application must be submitted **three months in advance of the deadline date/proposed date of commencement** to allow sufficient time for the application to be processed, the submission of supplemental information (if required by An Coimisiún), and the satisfactory conclusion of contract negotiations.



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

ASSESSMENT

Stage One – Preliminary Assessment checks:

- ✓ 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, An Coimisiún staff will confirm receipt, and the application will progress to Stage Two.

Stage Two – Qualitative Assessment:

- ✓ Assesses compliance with the requirements of [Section 72](#) of the Broadcasting Act 2009.
- ✓ Assesses the extent to which the service proposed is in accordance with the objectives of An Coimisiún's relevant policies including the *Broadcasting Services Strategy*, *Ownership and Control Policy*, *Community Media Policy* and *Social Benefit Framework*.

DECISION

Decision to award a contract:

- The applicant is informed of the award of contract in principle, subject to the successful conclusion of contract negotiations and compliance with any other conditions An Coimisiún may attach to the award of contract.
- If contract negotiations are successfully concluded, two copies of the contract will be issued to the applicant to be signed, sealed, and returned to An Coimisiún.
- On receipt and upon final review, the contracts are signed, sealed and dated by An Coimisiún and one copy is sent to the contractor.

Decision to not award the contract

An Coimisiún will notify the applicant of its decision and the reasons for that decision, in writing.



1. INTRODUCTION

In these Guidelines, “An Coimisiún” refers to the organisation Coimisiún na Meán, and “the Commission” refers to the decision-making organ of Coimisiún na Meán comprising a multi-person Commission led by five Commissioners; the Executive Chairperson and Commissioners working in the areas of Broadcasting and Video-on-Demand, Media Development, Digital Services, and Online Safety.

These Guidelines detail the procedures of the application process for the award of a Community Content Provision Contract. They provide guidance to applicants on the requirements of the Broadcasting Act 2009 (“2009 Act”), identify the relevant policies of An Coimisiún and outline the information to be included in an application.

Section 72 of the 2009 Act provides for the award of Community Content Provision Contracts for the provision of content consisting of a compilation of programme material for the purpose of it being transmitted as a broadcasting service by an appropriate network provider. Section 72 requires that the applicant for a community content provision contract must be representative of, and accountable to, the community concerned, that the programming of the proposed service must address the community’s needs, and that the service must be operated on a not-for-profit basis.

The Guidelines do not purport to be exhaustive. Potential applicants should have regard to the provisions of the 2009 Act, in particular, section 72 thereof. Applicants should also have regard to An Coimisiún’s related policies: the *Broadcasting Services Strategy*, *Ownership and Control Policy*, *Community Media Policy*, and *Social Benefit Framework*, and the objectives and requirements set out therein when preparing an application. These documents are available on request from An Coimisiún and are available online at www.cnam.ie. The Licenced Broadcasters’ Team in An Coimisiún are also available for consultation if applicants have any queries in relation to the content of the Guidelines or the application format herein. Applicants should have specific regard to the core principles of community ownership, representation, diversity and inclusion, and to the broader social benefits provided for by community media in Ireland, as set out in An Coimisiún’s *Community Media Policy* and *Social Benefit Framework*.

2. PROCEDURES FOR THE SUBMISSION OF AN APPLICATION

All applications submitted for a Community Content Provision Contract must comply with the requirements set out in section 2.1 of the Guidelines. An application that does not comply with these requirements will not be considered and will be returned to the applicant.

2.1 Format: The application must strictly follow the format in section 4 of the Guidelines and contain **all** the information required.

- a) Presentation: The application must be typed – preferably in Arial or Times New Roman font size 11.
- b) Submission: The application may be submitted in either Irish or English.
- c) Verification of information: All information submitted in an application must be true and correct. You must include with your application a declaration by a suitable authorised person that the information



contained in the application and the additional documentation accompanying the application is true and correct to the best of that person's knowledge and belief. Should any corrections need to be made by an applicant to the Application or its accompanying documents, An Coimisiún should be informed immediately. No material alterations will be permitted after the specified closing date.

- d) Publication: Applications may be made available for public inspection at the offices of An Coimisiún and its website after the closing date for the submission of the applications.
- e) Closing Date: The application and all copies must be submitted to An Coimisiún three months in advance of the deadline date/proposed date of commencement.
- f) Confidential Material: Information that an applicant considers confidential must be presented in a clearly marked annexe to the application. The applicant's reasons for believing that the public should not have access to the material in question must be outlined in a separate cover letter. Where An Coimisiún believes that material that an applicant has placed in a confidential annexe should be made available for inspection, it will discuss it with the applicant to reach an agreement on the extent of disclosure. If an agreement cannot be reached within a reasonable period regarding An Coimisiún's timeframe, in that case, An Coimisiún will treat the relevant information as having been withdrawn and consider the remainder of the application as the submission from that applicant.
- g) Authorisations: The applicant shall be responsible for providing An Coimisiún 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 his or her application.
- h) Co-operation Agreement: applicants should also be aware of the terms of the Co-operation Agreement between An Coimisiún and the Competition and Consumer Protection Commission ('CCPC'), concluded further to the provisions of Section 34 of the Competition Acts 2002-2014.¹ The agreement allows An Coimisiún to disclose information to the CCPC in certain circumstances.
- i) Freedom of Information: Information may be made available to the public further to requests under the Freedom of Information Act 2014. An Coimisiún may consult with the interested party about the publication of any information treated as confidential at the time of submission before deciding on any Freedom of Information ('FOI') request received.
- j) Data Protection: To operate this application process effectively and to assess applications in accordance with the statutory criteria, we require personal data relating to the applicant's primary point of contact (for this application) and the applicant's Board of Directors, membership and staff.

This personal information will include job titles/descriptions, residential addresses, contact details, and salaries. An Coimisiún shall comply with its obligations under the General Data Protection Regulation Directive, the Data Protection Act 2018 and any other applicable data privacy laws and regulations when handling and processing any such personal information submitted to this funding initiative. The information submitted in an application, including any personal information, will be used to process the application and to consult with the applicant. Any personal information submitted will only be retained if the application is successful. The period of retention will be notified to the successful application. Generally, such information will be required for the period of the contract. An Coimisiún is obligated and committed to protecting all personal data submitted. An Coimisiún has an

¹ A copy of the Agreement is available on An Coimisiún's [website](#)



appointed Data Protection Officer registered with the Data Protection Commission. You can find out more on how An Coimisiún processes personal information in An Coimisiún's published policy at [Privacy Statement - Coimisiún na Meán](#). **Applicants should not include unrequested personal data in the application.**

- k) Third Party Agreements: Any agreements between An Coimisiún and interested parties regarding confidential and/or commercially sensitive information are without prejudice to An Coimisiún's obligations under the law, under the 2009 Act and the Freedom of Information Act. An Coimisiún, therefore, cannot warrant that information claimed as confidential by an interested party or treated as such might not be disclosed pursuant to law.

3. INFORMATION FOR APPLICANTS

3.1 Statutory and Policy Framework

Part 6 of the 2009 Act sets the statutory framework for licensing and regulating additional television and radio broadcasting services on various platforms. The applicant should have regard to the provisions of section 72 of the 2009 Act and An Coimisiún's policy documents including the *Broadcasting Services Strategy*, *Ownership and Control Policy*, *Community Media Policy*, *Social Benefit Framework* and *Media Service Code and Rules applicable to Broadcasters*. The applicant is expected to provide sufficient information in its application to demonstrate how it can satisfy the requirements and objectives of the 2009 Act, the applicable policies, and codes and rules. An Coimisiún invites applicants to commit not only to meeting the minimum requirements but also to exceeding them.

3.2 Evaluation of Applications

An Coimisiún has grouped the assessment criteria of applications for Community Content Provision Contracts under six headings, as included in the Application Form as follows: (1) Ownership, Management and Governance; (2) Community and Social Benefit; (3) Programming; (4) Operations (Staffing); (5) Codes, Rules, Compliance, and Monitoring; and (6) Financial and Business Plan. An Coimisiún will evaluate the application based on these headings.

3.3 Ownership, Management, and Governance

The 2009 Act states that contracts may be entered into by Coimisiún na Meán with members of a community that are “representative of, and accountable to the community concerned” and that the sole objective must be to achieve “a monetary reward or no greater amount than is reasonably necessary to defray the expenses”, and accordingly, as referenced in An Coimisiún's Community Media Policy, community media organisations should be owned and controlled by not-for-profit entities. In addition, a focus on community development and community value are critical components of community media. In the ideal situation, the community served participates equally at all levels, the organisation is accountable to the community and community members are in control of, and therefore responsible for the entity. The interdependency between a successful community media operation and its ownership and management structures is also vital, including robust governance policies and practices in order to ensure the delivery of social benefit.



The members of the applicant, being members of a community, must be representative of and accountable to the community concerned.² A community content provision service must be *"owned and controlled by a not-for-profit organisation whose structure provides for membership management and operation and programming primarily by members of the community"*.³ The information provided in this section should clearly demonstrate how the ownership and control structure of the applicant will comply with these requirements at all levels of the operation of the service.

The Applicant's approach to ownership, management and governance should pay specific regard to, and where possible directly reference, the Social Benefit indicators set out in An Coimisiún's Social Benefit Framework. Social Benefit indicators included in the application should follow the S.M.A.R.T model and be verifiable and measurable as key performance indicators over a specific period of time. Please note An Coimisiún will normally require, prior to the signing of the contract with the successful applicant, that the commitments undertaken with respect to the ownership and control structure of the station are embodied in the constituting documents of the station (for example, the Rules of the Co-operative or the Memorandum and Articles of Association).

These criteria will be applied in assessing the applicant's proposals, *inter alia*, under the following:

- a) the composition of the applicant's Executive Organ;⁴
- b) the applicant's proposed ownership and membership structure;
- c) the applicant's proposed management structure; and
- d) the track record if the applicant is a previous and/or current holder of a community content provision contract.

3.4 Community and Social Benefit

The applicant should demonstrate that the service will address the interests of, and provide a social benefit to, the community and can submit supporting documentation and research. All relevant documents should be cited indicating, where appropriate, the source, author/s, publisher and year of publication.

The 2009 Act requires that community media provide a social benefit to their communities. The definition of social benefit included in An Coimisiún's *Social Benefit Framework*, arrived at through a process of consultation, is:

"Benefits to individuals or collective actors in the community that enhance their lives socially, culturally or economically, or in terms of development, empowerment and/or well-being, that otherwise would not have come about."

Six types of social benefits associated with community media are identified in the Framework:

1. Growth in confidence, creativity, and a sense of belonging for individuals, especially those from minorities and marginalised groups.

² Section 72(2)(a) of the 2009 Act as amended.

³ Coimisiún na Meán Community Media Policy.



2. Enhancement of employment prospects for individuals through skills development reinforcing community identity.
3. Informing and promoting awareness among the community of what is happening around their community.
4. Enabling the community to respond more effectively to local and global issues through access to diverse viewpoints and to more and better information.
5. Enabling and reinforcing the capacity of collective actors to achieve their goals.
6. Enhancement of the community's sense of identity and cohesiveness through interaction and collective action.

The Framework is accompanied by a detailed methodology that community media organisations can apply to assess the level and nature of social benefits generated. An Coimisiún will use this social benefit concept to determine the value created and proposed by the applicant in its community.

These criteria will be assessed, *inter alia*, under the following:

- a) The applicant's definition and understanding of the community to be served;
- b) The applicant's proposals for ensuring that the service serves the interest of the community and provides a social benefit to the community;
- c) The applicant's proposals for the ongoing evaluation and enhancement of the social benefit perspective provided by the service over the term of the contract.

3.5 Programming

Every Community Content Provision Contract shall include a Programme Policy Statement ("PPS") with which the Contractor must comply. The PPS describes the type of service proposed and sets out the contractual and statutory programming commitments of the contractor. It will serve as a yardstick against which the successful applicant's future performance is measured and assessed and, as such, will form part, subject to further negotiations between An Coimisiún and the successful applicant, of the contract between An Coimisiún and the successful applicant. Material changes to the PPS will require the prior approval of An Coimisiún. An Indicative Programme Schedule is also required to be included in the contract.

The PPS template is attached to the Application Form at Appendix 1.

Programming must comply with the relevant provisions of the 2009 Act and An Coimisiún's codes and rules. The relevant sections of An Coimisiún's *Community Media Policy* and *Social Benefit Framework* will also be applied in assessing the applicant's proposals, *inter alia*, under the following:

- a) the applicant's proposed programming strategy;
- b) the applicant's proposed programming commitments and the extent to which programming addresses community needs, representation, empowerment, diversity and inclusion;
- c) the applicant's proposed compliance arrangements for ensuring compliance with Part 3B of the 2009 Act; and



- d) the track record if the applicant is a previous and/or current holder of a community content provision contract.

3.6 Codes and Rules, Compliance, and Monitoring

3.6.1 Codes and Rules

The Codes and Rules cover a wide range of matters, including fairness, objectivity and impartiality in news and current affairs reporting, rules for advertising and sponsorship, the protection of audiences from harmful content, and ensuring that the media services being provided are accessible to the public. More detail can be found on An Coimisiún's website [here](#).

3.6.2 Code of Practice on Complaint Handling

Part 3B of the 2009 Act sets out the requirement for broadcasters to publish and maintain a Code of Practice for Complaint Handling. This also describes the process used by An Coimisiún in accepting and deciding on complaints from members of the public regarding statutory or regulatory standards. More detail can be found on An Coimisiún's website [here](#).

3.6.3 European Works

Pursuant to Article 16 of the Audio-Visual Media Services Directive ("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.

In order to ensure that obligations relating to the promotion of European works do not undermine market development and in order to allow for the entry of new players in the market, providers with no significant presence on the market should not be subject to European Works requirements; particularly the case for providers with a low turnover or low audience, and also given the nature or theme of certain audiovisual media services, where requirements would be impracticable or unjustified.⁵

Pursuant to section 159I of the 2009 Act, the Commission can make rules where certain audiovisual media services are exempt from European Works requirements where programmes are "dealing with a narrow subject matter which may not be of general interest to an audience."

⁵ AVMSD, Recital 40



3.6.4 European Works Levy

Part 10A of the Broadcasting Act 2009 provide that An Coimisiún 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.

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

3.6.5 Independent Producers

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.

3.6.6 Assessment Criteria

Criteria under the heading of Codes and Rules, Compliance, and Monitoring will be assessed, *inter alia*, in the following areas:

- protecting the interests of children.
- compliance with provisions of the 2009 Act, other legislation, conditions of the contract, Media Service Codes and Rules.
- ICT systems for the recording and monitoring of programme content.
- Code of Practice for complaint handling.
- European Works requirements, as applicable.

3.7 Operations (Staffing)

An Coimisiún considers the adequacy of the staffing resources and the community's involvement in all aspects of the operation of the community service necessary to ensure the sustainability of community media.

In conjunction with the relevant sections of An Coimisiún's [Community Media Policy](#), the following criteria will be applied in assessing the applicant's staffing⁶ proposals:

- a) the proposed staffing structure and areas of deployment;
- b) the applicant's staff policies;
- c) the track record if the applicant is a previous and/or current holder of a Community content provision contract.

⁶ The applicant's staffing structure includes both paid staff and volunteers.



3.8 Financial and Business Plan

In conjunction with the relevant sections of An Coimisiún's [Community Media Policy](#), the following criteria will be applied in assessing the applicant's proposals:

- a) the overall financial strategy;
- b) the applicant's investment proposals;
- c) sources of funding and expenditure;
- d) the applicant's financial projections;
- e) the strategies to be put in place for achieving the projections;
- f) the applicant's proposals to ensure that the service's funding structure accords with its requirement to be self-funded and not-for-profit; and
- g) track record if the applicant is a previous and/or a current holder of a community content provision contract.

3.9 Contract Award

An Coimisiún will require the successful applicant to agree detailed terms and conditions for inclusion in the contract. An Coimisiún will determine the appropriate terms and conditions having regard to the legislative provisions and the commitments and representations made in the application and the statutory requirements. Should a successful applicant fail to agree to or fulfil any terms or conditions sought by An Coimisiún within such a reasonable timeframe as specified, An Coimisiún reserves the right to not enter into a contract.

Applicants should note that the content of the Schedules to the contract will be primarily determined by the information, commitments and undertakings contained in the successful application. Thus, the details of the ownership and control structure of the applicant, the programming commitments and the indicative programme schedule will ordinarily be transposed from the successful application.

3.9.1 Duration of Contract

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

3.9.2 Contractual Conditions

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

- i. A condition requiring the contractor to pay, on request by An Coimisiún, 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 An Coimisiún.

- ii. A condition requiring the contractor to comply with any media service codes or media service rules ⁷ with respect to the programme material and commercial communications supplied in pursuance of the contract.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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 An Coimisiún's Codes and Rules are available on An Coimisiún's [website](#) with regard to the following: Programme Standards; Fairness, Impartiality and Objectivity in News & Current Affairs; Short News Reporting; General Commercial Communications; Children's Commercial Communications; Advertising, Teleshopping, Signal Integrity & Information; and Access Rules for Television Broadcasters.

- xi. 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, An Coimisiún 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.
- xii. A condition otherwise enabling and/or requiring An Coimisiún to suspend or terminate the Community Content Provision Contract where the programme material supplied contravenes a statutory obligation and/or in other specified circumstances.

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

An Coimisiún reserves the right not to enter into a Community Content Provision Contract if material changes take place which affect the nature or characteristics of the successful applicant or in the persons having control or an interest in the content provision contract, where such changes may have affected the decision to award the content provision contract had those changes occurred before the award was made.



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