

AGREEMENT

between

The Collecting Society COPY-DAN
(*COPY-DAN*)

And

Chinese Oral & Literary Copyright Intermediary Association
(COLCIA)

BILATERAL AGREEMENT

THIS AGREEMENT is made the ____ day of October 2007

BETWEEN

COPY-DAN, Writing, Østerfælled Torv 10, DK-2100, Copenhagen Ø., Denmark;

Hereinafter referred to as 'COPY-DAN';

AND

COLCIA, 2F-3, No.21, Sec.2, Chongqing S. Rd., Zhongzheng District, Taipei, Taiwan R.O.C.

Hereinafter referred to as '**COLCIA**'

RECITALS

1. **COPY-DAN** and **COLCIA** are Reproduction Rights Organisations (RROs) as defined in Article 3 of the Statutes of the International Federation of Reproduction Rights Organisations (IFRRO) and are RRO members of that organisation.
2. **COPY-DAN** through its member organisations represents the reprographic reproduction rights of rights holders resident in or citizens of or incorporated in **Denmark**, and collects fees, negotiates licensing terms and grants licences for the reprographic reproduction of rights, works and publications belonging to all rightsholders for:
 - i) the purpose of educational activities
 - ii) internal use in public or private institutions, organisations and business enterprisesin that territory on the basis of extended collective agreement licenses established by the Danish Copyright Act.
3. **COLCIA** through its principals/member organisations represents the reprographic reproduction rights of rights holders resident in or citizens of or incorporated in **Taiwan R.O.C.**, and collects fees, negotiates licensing terms and/or grants licences for the reprographic reproduction of rights, works and publications in that territory.
4. In the context of this agreement, National Treatment means that the rights holders of **COPY-DAN** are treated by **COLCIA** in Taiwan in the same manner as the rights holders in that country are treated by **COLCIA**.
5. In the context of this agreement, National Treatment means that the rights holders of **COLCIA** are treated by **COPY-DAN** in Denmark in the same manner as the rights holders in that country are treated by **COPY-DAN**.
6. **COPY-DAN** and **COLCIA** support the principle of National Treatment and consider the collective administration of reprographic reproduction to be the only workable clearance and licensing procedure for users in their respective territories of operation.
7. **COPY-DAN** and **COLCIA** are striving to establish procedures for the licensing of reprographic reproduction and for distributing to rightsholders the fees collected from the licensing of reprographic reproduction in their respective territories of operation.
8. The systems and legal structures employed by **COPY-DAN** and **COLCIA** in the collective administration of reprographic reproduction vary and these variations lead to practical difficulties.

9. **COPY-DAN** and **COLCIA** have entered this Agreement in a spirit of co-operation and goodwill and in the interests of securing and maintaining strong and effective copyright and author's right laws to the benefit of all rights holders.

AGREEMENT

1. LICENCE/AUTHORITY TO COLLECT

On behalf of the rights holders it represents, **COPY-DAN** hereby grants to **COLCIA** the non-exclusive right to enter into licensing agreements with users and to collect fees for the reprographic reproduction in **Taiwan** of the rights, works and publications described in Schedule A to this Agreement, on the same basis and on the same conditions as **COLCIA** licenses and collects fees for its national rights holders it represents.

2. LICENCE/AUTHORITY TO COLLECT

On behalf of the rights holders it represents, **COLCIA** hereby grants to **COPY-DAN** the non-exclusive right to enter into licensing agreements with users and to collect fees for the reprographic reproduction in **Denmark** of the rights, works and publications as described in Schedule B to this Agreement on the same basis and on the same conditions as **COPY-DAN** licenses and collects fees for its national rights holders it represents.

In the event of continued "non-use" by **COPY-DAN** of any rights licensed by this Agreement, **COLCIA** may withdraw these rights from the operation of this Agreement, by six months' notice in writing to **COPY-DAN**.

3. EXERCISE OF RIGHTS

In consideration of the above grant, each RRO hereby undertakes within the limits of the grant of rights, works and publications from the other RRO and of its own articles of association or rules and of the governing law of its territory of operation to:

1. exercise the rights of the rights holders represented by the other RRO in the same ways and to the same extent as it exercises the rights of rights holders it represents;
2. apply to the rights, works and publications of the rights holders represented by the other RRO the same tariffs, methods and means of collection and allocation of fees as those applied to the rights, works

and publications of its rights holders, providing it does not contravene any governing law;

3. make available for exploitation, and to use all reasonable endeavours to exploit the rights, works and publications granted pursuant to Clauses 1 and 2 hereof in accordance both with each RRO's normal procedures and commercial practices;
4. use all reasonable endeavours to collect fees from users at regular intervals;
5. use all reasonable endeavours to promote public awareness of the need, where appropriate, to obtain licences for the reprographic reproduction of works;
6. co-operate with the other RRO in co-ordinating efforts to raise the level of and to increase the effectiveness of copyright and author rights protection and in their respective territories of operation.

4. NO ASSIGNMENT

No assignment or transfer of all or any part of the rights and privileges granted to one RRO under this Agreement is permitted without the express written authorisation of the other RRO.

5. WARRANTY AND INDEMNITY

1. Each RRO warrants the other RRO that it has the full right and power to enter into this Agreement and to grant to the other RRO all those rights and powers which are hereby granted.
2. **COPY-DAN** indemnifies and agrees to keep indemnified **COLCIA** against all actions, judgments, costs and expenses, legal and otherwise, which may arise as a consequence of or arise out of any Danish rights holder taking action, proceeding or making demand against **COLCIA** for the payment of compensation for reprographic reproduction in Taiwan.
3. **COLCIA** indemnifies and agrees to keep indemnified **COPY-DAN** against all actions, judgments, costs and expenses legal and otherwise which may arise as a consequence of or arise out of any Taiwanese rights holder taking action, proceeding or making demand

against **COPY-DAN** for the payment of compensation for reprographic reproduction in Denmark.

4. This Agreement does not relieve either RRO of any obligation under the law of their respective territories of operation to meet claims for compensation from individual rights holders whose rights, works and publications have been copied by reprographic reproduction whether or not the individual rights holder is a member or affiliate of the other RRO (or its principals/member organisations). The RRO against which such a claim has been made will provide all relevant information to the other RRO and consult with the other RRO on the settlement to be made with the individual rights holder.
5. Subject to paragraph 4, whenever a claim for compensation is made by an individual rights holder represented by one RRO, against the other RRO for reprographic reproduction by a licensed user, which claim under law, the RRO (or its principals/member organisations) is obliged to meet, this RRO may claim redress against the other RRO for money paid on such claim (including legal and other costs) connected therewith. That RRO will provide the other RRO with complete information as to the payment made as well as costs.
6. Paragraph 5 shall also apply when either RRO is obliged on the basis of a licensing agreement to meet a claim for redress from anyone required under law to pay compensation to a rights holder who is represented by the other RRO. Where either RRO includes such provisions in its licensing agreement it shall inform the other RRO.

6. COVENANTS

During the term of this Agreement both parties covenant and agree:

1. not to communicate with individual rights holders or users in the other RRO's territory of operation without the agreement of the other RRO.
2. not to enter into agreements with other organisations in the territory of operation of the other RRO to allow such organisations to licence any of the rights, works or publications which are the subject of this Agreement and which are administered by the RRO;
1. to periodically inform in the English language the other RRO from any changes in its mandate from

rights holders which would affect the administration of the current Agreement;

2. to advise in the English language the other RRO from changes in the legislation or other circumstances in its territory of operation which may be relevant to the administration of this Agreement.

In the event of any relevant changes in the legislation, the RRO's will co-operate in order to adapt this Agreement to implement these changes.

7. MEMBERS

Each RRO agrees that:

- a. its member or affiliate rights holders will be represented by the other RRO for the purposes of this Agreement without any formalities or authorisations being required of those members or affiliates;
- b. other than as required by governing law only those rights holders who are resident in or citizens of or incorporated in the territory of operation of the RRO will be accepted as member or affiliate rights holders for representation by that RRO;
- c. where the above paragraph 7(b) cannot be implemented due to the effect of any governing law, each RRO will consult each other reciprocally in respect of applications for representation by way of membership or otherwise from rights holders in the other RROs territory of operation;
- d. the rights holders whose works form the subject matter of this Agreement do not include rights holders represented by virtue only of agreements that the RRO holds with RROs not party to this Agreement ;
- e. any dispute between the parties to this Agreement in relation to the representation of a rights holder by either RRO shall be settled in a spirit of compromise and in the best interests of the rights holder concerned.

8. FUNDS

Each RRO agrees that:

- a. Fees collected by **COLCIA** for reprographic reproduction of works and publications as set out in Clause 1 of this agreement will be retained by **COLCIA**.

- b. Fees collected by **COPY-DAN** for reprographic reproduction of works and publications as set out in Clause 2 of this agreement will be retained by **COPY-DAN**.

9. ACCOUNTS

Each RRO will provide the other RRO with information about the fees collected on behalf of the rights holders in the other RRO's territory of operation and retained by the RRO regularly and whenever applied for.

10. DEDUCTION OF ADMINISTRATIVE EXPENSES

Each RRO shall be entitled to deduct an amount necessary to cover its effective administration expenses from the fees it collects on behalf of the other RRO.

This amount will not exceed in percentage terms that which is deducted for this purpose from fees collected by the RRO for the rights holders it represents through its own principals/member organisations. Each RRO shall always endeavour in this respect to keep such deductions within reasonable limits having regard to local conditions within its territory of operation.

11. DISPUTE SETTLING MECHANISM

Each RRO has entered into this Agreement in good faith and in the spirit of co-operation and will use its best endeavours to resolve by conciliation or mediation any disputes that may arise in relation to the interpretation of this Agreement.

Any dispute as to the interpretation or application of this agreement not thus settled shall be resolved by arbitration.

The arbitration tribunal shall apply the law of the country in which the reprographic reproduction to which the dispute is related, has taken or will take place. If the dispute is independent of a particular act of reprographic reproduction as mentioned, it shall be subject to the law of the territory of operation of the RRO against whom the claim giving rise to the dispute, is directed. The arbitration shall take place in the territory the law of which is to be applied.

The arbitration tribunal shall be composed of three arbitrators. Each of the parties will designate an arbitrator. These two arbitrators will designate a third arbitrator. The arbitration shall be conducted in accordance with the law and custom of the above

mentioned territory. The parties commit that the decision will be binding and that no appeal shall lie against the decision on the grounds of fact or law.

When according to the above a dispute or several disputes which are dealt with simultaneously, would involve arbitration in both territories, the arbitration shall take place in the territory of the party against whom the claim which originally gave rise to the dispute, is directed, and the procedure shall be according to the rules applied in that territory, except that no appeal shall lie against the decision of the tribunal on the grounds of fact or law.

The member or members of the tribunal shall be knowledgeable in relevant copyright matters.

12. TERM

This Agreement shall take effect on signature and shall continue from year to year, unless the Agreement is terminated by either RRO by a notice delivered at least six (6) months prior to the date of expiry of the then current period.

13. NOTICES

Notices under this Agreement shall be in writing and shall be sufficiently served if sent prepaid by recorded delivery or by facsimile transmission to the address specified below or to such other address as may be notified by each RRO from time to time. Any notice sent prepaid by recorded delivery shall be deemed served on the commencement of business on the tenth business day next following the sending of the Notice.

Address of **COPY-DAN**: Østerfælled Torv 10, DK-2100, Copenhagen Ø., Denmark.

Address of **COLCIA**: 2F-3, No.21, Sec.2, Chongqing S. Rd., Zhongzheng District, Taipei, Taiwan R.O.C.


14. WHOLE AGREEMENT

This Agreement and the Schedules hereto embody all the terms agreed between the parties relating to the transfer of Reproduction Rights.

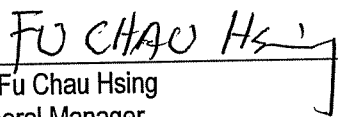
The terms and conditions of this Agreement may only be varied by documents in writing, in terms agreed between the parties and any such documents shall be signed by both parties hereto.

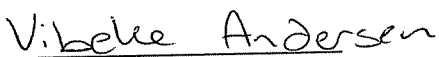
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first hereinbefore mentioned.

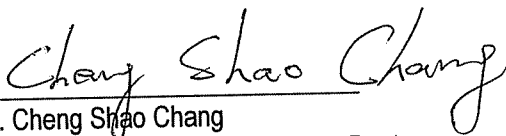
On behalf of COPY-DAN


Mr. Niels Holm Svendsen
Managing director

On Behalf of COLCIA


Mr. Fu Chau Hsing
General Manager


Miss Vibeke Andersen
Researcher and librarian


Mr. Cheng Shao Chang
Asst. General Manager , Licensing Dept.

SCHEDULE A

Categories of Works

1 Works

All published written works, controlled by Copy-Dan's members and national non-members subject to the following exceptions:

- unpublished works
- works of fine art that do not appear in a textual content
- isolated pictures.

2 Reproduction

When used in reference to Copy-Dan licensing its Licensees or granting Reproduction Rights to COLCIA, Reproduction means copying by (a) any reprographic process including facsimile reproduction by photocopying and xerography, as well as (b) duplicating from a stencil, (c) copying onto microfilm (including microform and microfiche), (d) copying, including transcription or drawing, onto acetate or other material for an overhead or slide projection, and (e) for the sole purpose of making paper copies, (i) facsimile transmission, (ii) typing or work-processing without adaptation, and (iii) reproduction by a copier that makes intermediate digital copies in order to make facsimile paper copies.

It does not include reproduction by conversation to electronic or digital means other than as part of the technical process of photocopying or other copyright rights such as publication, the making of a sound recording, translation or adaptation.

3 Licensees

Copy-Dan's Licensees include educational institutions, governments (including local government), libraries, churches, associations and in private corporations.

4 Territory

For Copy-Dan, Territory means Denmark

SCHEDULE B

Categories of Works

1 Works

COLCIA represents the rights holders of reprographic reproduction rights in all written works , subject to the following exceptions :

- unpublished works
- works of fine art that do not appear in textual content
- isolated pictures

2 Reproduction

When used in reference to COLCIA licensing its Licensees or granting Reproduction Rights to Copy-Dan, Reproduction means copying by (a) any reprographic process including facsimile reproduction by photocopying and xerography, as well as (b) duplicating from a stencil, (c) copying onto microfilm (including microfilm and microfiche), (d) copying, including transcription or drawing, onto acetate or other material for an overhead or slide projection, and (e) for the sole purpose of making paper copies, (i) facsimile transmission, (ii) type or work –processing without adaption, and (iii) reproduction by a copier that makes intermediate digital copies in order to make facsimile paper copies.

It does not include reproduction by conversation to electronic or digital means other than as part of the technical process of photocopying or other copyright rights such as publication, the making of a sound recording, translation or adaptation.

3 Licensees

COLCIA 's Licensees include educational institutions, government departments, libraries, churches, associations, Photocopying shops and in private corporations.

4 Territory

For COLCIA, Territory means Taiwan R.O.C.

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