

«Navn»
«Navn_2»
«Adresse»
«Adresse_2»
«Postnr» «By»

(hereinafter referred to as “the Business”)

and

Copydan Writing and VISDA (Copydan foreningerne Tekst & Node og VISDA)
Copydan Tekst & Node
Kalvebod Brygge 45, 3. tv.
DK-1560 Copenhagen V
Copydan Writing – Central bus. reg. (CVR) no.: DK 18463504
VISDA – Central bus. reg. (CVR) no.: DK 24256456

(hereinafter referred to as “Copydan”)

have today concluded the following

Framework Agreement regarding copying of copyrighted material

1. Introduction

1.1. This Agreement (hereinafter referred to as “the Agreement”) authorises the Business to copy copyrighted material for internal use in the Business as well as for use for cooperation with external business connections in accordance with Clause 3.3 of the Agreement. The Agreement is concluded under the extended collective licensing system.

1.2. Copydan Writing (Copydan Tekst & Node) is the approved collective management organisation in Denmark for all categories of rightsholders which under the extended collective licensing system are entitled to

- a. license analogue copying of texts and sheet music for internal use in commercial businesses, see Section 50(4) and Section 14 of the Danish Copyright Act.
- b. license digital copying of texts and sheet music for internal use in commercial businesses and for use for cooperation with external business connections, see Section 50(4) and Section 50(2) of the Danish Copyright Act.

The approval does not cover the right to license copying of radio and television broadcasts.

1.3. VISDA is the approved collective management organisation that is entitled to license copying of works of art that have been made public, see Section 24 a of the Danish Copyright Act.

1.4. Definitions:

- A. The “Parties” mean the Business and Copydan referred to jointly.
- B. “Copying” means any act of reproduction, analogue or digital, of an analogue or digital material.

C. "*Analogue copying*" means acts of reproduction where the end product is analogue, e.g. photocopying of a printed work or print from a digital medium, e.g. prints from the Internet.

D. "*Digital copying*" means copying where the end product is digital, e.g. copying of an electronic text file from a digital medium to another digital medium or a scanned text.

E. "*Storage*" means uploading and saving digital material on a password-protected intranet or a password-protected internal drive.

F. Copying for "*internal use*" means acts of reproduction for use for the employees of the Business, including the management, and acts of reproduction for use for work on the board of directors, committees and the like.

G. "*External business connections*" mean any person with whom the Business cooperates closely at the moment, such as customers and suppliers. The copies may not be used as sales material, newsletters or the like.

H. A "*material*" means a copyrighted literary work or sheet music in the form it is published, such material being either analogue or digital.

I. "*Illustrations*" mean drawings, photographs, pictures etc. that form part of a material.

J. "*Employees*" mean any person employed in the Business.

Scope of the Agreement

2. Purpose of copying

2.1 The Agreement entitles the Business' employees to copy all the world's material, Danish as well as foreign, for internal use in the Business and entitles them to send digital copies to the Business' employees and to certain external business connections via email in connection with current collaboration.

2.2 The Agreement only applies within Danish territory

3. Framework for copying

3.1. Method of copying—

The Business' employees may produce analogue copies, e.g. by means of photocopying machines and print from the Internet, of all materials made public, Danish as well as foreign, in the following categories:

- a. Descriptive articles in newspapers, magazines and collections
- b. Brief excerpts from other works of a descriptive nature
- c. Musical works
- d. Illustrations reproduced in connection with the text

The Business' employees may produce digital copies of all published materials, Danish as well as foreign, except for newspapers and their associated news sites and weekly papers and their associated news sites, by copying from one digital format to another, inserting material in digital

presentation tools, e.g. by scanning or using the copy paste function or display digitally copied material on interactive boards.

3.2 Storage

Storage of copies

- a) Digital copies may be stored on the Business' password-protected intranet or internal password-protected drive.
- b) The Business must ensure that the employee can only access the stored digital copies by means of a password.

3.3. Email

The Business' employees may send digital copies to other employees of the Business.

The Business' employees may send digital copies to certain external business connections with whom the Business is currently cooperating, to the extent that sending such copied material is relevant to the cooperation.

3.4. Outside assistance

The Business may employ outside assistance for copying.

4. Scope of copying

4.1. The Business may copy, store and send up to twenty percent (20%) of a material, but no more than twenty (20) pages from one material per employee per year.

4.2. The Business may send up to twenty percent (20%), but no more than twenty (20) pages of a material per external business connection per year.

4.3. Regardless of the size of the material, the Business may always copy four (4) pages. This applies even if it means copying more than twenty percent (20%) of the material.

Copying outside the scope of the Agreement

5. Prohibition

Digital copying is not permitted if the rightsholder has issued a prohibition against use of the material. An updated list of rightsholders who have issued such a prohibition is available at www.tekstognode.dk/nf.

6. Newspapers

Digital copying, including scanning, displaying on interactive boards, storage on intranet and internal drives and emailing of newspapers and their associated news sites and weekly papers and their associated news sites are not covered by the Agreement.

7. Subscriptions and other licence agreements

Copying under this Agreement must respect any other existing or future agreements between the Business and rightsholders. Such agreements could be subscriptions, e.g. with Infomedia or licence agreements regarding electronic services, magazines etc.

8. Obtaining separate consent

If the Business wishes to copy copyrighted material to an extent or in a way beyond the scope of this Agreement, the Business must obtain the consent of the rightsholders. However, this is not necessary if the material is covered by the rules on free exploitation, see Clause 10.

9. Copying of isolated pictures

This Agreement does not extend to copying of isolated pictures. If the Business wishes to copy isolated pictures, it may conclude an agreement with VISDA under the extended collective licensing system within the framework of Section 24 a of the Danish Copyright Act regarding productions of a generally informative nature.

Isolated pictures mean pictures, photographs and drawings that do not appear in connection with text. They could be e.g. pictures from picture databases, the Internet, postcards, posters etc. or pictures that are copied without also copying the text from the material from where the picture comes.

10. Free exploitation

Copying covered by the rules on free exploitation in Part 2 of the Danish Copyright Act is not covered by this Agreement and may take place without the consent of the rightsholders.

Remuneration and terms of payment

11. Remuneration for copying

The annual remuneration for the Business' copying in pursuance of the Agreement is based on the Business' administrative employees in a broad sense. Administrative employees thus include employees management, sale, telemarketing, communication, secretaries, case workers etc. The annual remuneration has been fixed as follows for 20XX.

DKK X per administrative employee working within the Danish territory Regardless of the above, the total annual remuneration will be minimum DKK 500. The remuneration will be adjusted once annually on 1 January based on the development in the index of average earnings for the private sector for the third quarter of the year compared with the third quarter of the preceding year.

12. Reporting and terms of payment

Upon Copydan's request the Business must report the number of employees for the preceding calendar year at the beginning of each year. The remuneration payable for the year will be based on the number reported.

Copydan will then forward an invoice for the year's remuneration. The terms of payment are invoice date plus thirty (30) days. In case of delayed payment, default interest will be charged according to the Danish Interest on Overdue Payments Act.

General provisions

13. Credits and adaptation

The Business' employees are under an obligation to provide information on the copy about the title of the material, the authors, publisher and year of publication. Copying does not include adaptation of the contents of the material.

14. Reporting for use for distribution of remuneration

The Business is under an obligation to submit a report regarding copied material. This reporting is required for the purposes of Copydan's distribution of remuneration to the rightsholders and means that the Business is required to forward relevant information to Copydan during a certain period concerning copied material, such information detailing the copied material and number of employees receiving such material. Copydan will contact the Business with further information about the reporting procedure when the reporting is to take place.

15. Other terms

15.1. The Business is responsible for ensuring that all copying of material which its employees carry out or have carried out is in compliance with the provisions of this Agreement. The Business must notify its employees about the contents of this Agreement.

The Business is under an obligation to notify external business connections that have received copied material by email that the material is not to be distributed and is exclusively for use in the specific project in question.

15.2. If the Business' employees have made copies within the framework of this Agreement, Copydan undertakes to indemnify the Business and its employees for any claim made by Danish or foreign rightsholders.

15.3. Any dispute between the Parties arising out of or in connection with this Agreement must be settled by negotiation. If a solution cannot be reached by negotiation, either of the Parties may bring the dispute before the ordinary courts of law.

16. Term of the Agreement

16.1. The Agreement enters into force on 1 January 20XX.

16.2. The Agreement may be terminated in writing by either Party giving a notice of minimum six (6) months to expire on 30 June or 31 December of any year.

16.3. When the Agreement expires, all rights and obligations under the Agreement lapse.

Date:

For the Business

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For Copydan Writing and VISDA

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Anders Kristian Rasch
Managing Director, Copydan
Writing