

COPYING OF COPYRIGHTED MATERIAL

Today «Navn»

Customer number: «Institutionsnr»

«Navn_2»

«Adresse»

«Adresse_2»

«Postnr» «By»

(hereinafter referred to as “the School”)

and

the collective management organisations:

Copydan Writing and Copydan Visuals (Copydan-foreningerne Tekst & Node og Billeder)

Copydan Tekst & Node
Kalvebod Brygge 45, 3. tv
DK-1560 Copenhagen V

(hereinafter referred to as “Copydan”)

Each referred to as “a Party” and jointly referred to as “the Parties”.

have concluded the following agreement regarding copying of copyrighted material:

PREAMBLE:

- A. This Agreement between the School and Copydan (hereinafter referred to as “the Agreement”) authorises the School to copy copyrighted material for use for the School’s educational activities and for the School’s internal administrative use in accordance with the terms of the Agreement.
- B. Copydan Writing is the approved collective management organisation for all categories of rightsholders, which under the extended collective licensing system is entitled to
 - i. license the copying of published works for use for educational activities, see Section 13 of the Danish Copyright Act;
 - ii. license the copying or the like for internal administrative use in public or private institutions, organisations and commercial businesses, see Section 14 of the Danish Copyright Act and
 - iii. license the digital copying of published works for internal administrative use in educational institutions, see Section 50(2) of the Danish Copyright Act.

C. Copydan Visuals is the approved collective management organisation which under the extended collective licensing system is entitled to license the copying of works of art that have been made public in pursuance of Section 24 a of the Danish Copyright Act, see Section 50.

DEFINITIONS:

- D. "*Copying*" means any act of reproduction, analogue or digital, of an analogue or digital material.
- E. "*Photocopying*" means acts of reproduction where the end product is analogue, e.g. photocopying of a printed work or printing from a digital medium, e.g. from the Internet.
- F. Copying for "*educational activities*" means the acts of reproduction which the School carries out or has carried out for use for the School's educational activities, regardless of whether such reproduction takes place on the School's equipment or elsewhere.
- G. Copying for *internal administrative use* means the acts of reproduction for use by the School management and employees which is not for use for the School's educational activities as well as copying for use in connection with work on councils, committees and the like at the School.
- H. "*Digital copies*" mean copies where the end product is digital, e.g. an electronic text file or a scanned text.
- I. "*Storage*" means uploading and saving digital material on a password-protected intranet.
- J. "*Material*" means a copyrighted literary work published in analogue or digital form, e.g. fiction and non-fiction, book covers, pamphlets, magazines, sheet music, journals, newspapers, catalogues, CR-ROMs, DVDs, websites or other digital media.
- K. "*Single-use material*" means educational material designed with a view to written answers being written in the actual material.
- L. "*Published*" means that the work, with the author's consent, has been put on the market or in any other way disseminated to the public.
- M. "*Pictures*" mean works of art, photographs, illustrations, drawings, graphic etc. forming part of the literary work copied. Such pictures are covered by the term "*Material*".
- N. "*Isolated pictures*" mean pictures that do not appear in connection with a text, e.g. in picture databases, on the Internet, postcards, posters etc. or pictures that are copied without also copying the text from the literary work from which the picture is also copied.
- O. "*Users*" mean the School pupils or students, course participants, teachers and administrative employees.

SCOPE OF THE AGREEMENT:

1. Purpose of copying

The Agreement entitles the School's users to copy copyrighted material for use for the School's educational activities and the School's internal, administrative use.

2. Works covered by the Agreement

This Agreement covers copying of all published materials, Danish as well as foreign.

3. Method of copying and credits

3.1. The users are free to choose any analogue or digital method of copying.

3.2. The users are under an obligation to provide information on the copy about the title of the material, the authors, the name of the publisher and year of publication.

4. Framework for copying

4.1. Scope of copying

- a) For educational purposes, up to 20 percent (20%) of a material may be copied, but not more than 20 pages from one material per student per educational year.
- b) For internal, administrative purposes, up to 20 percent (20%) of a material may be copied, but not more than 20 pages from one material per employee per educational year.
However, digital copying for internal, administrative purposes is not permitted if the rightsholder has issued a prohibition against exploitation of the work. An updated list of rightsholders who have issued such a prohibition is available at www.tekstognode.dk/nedlagtforbud
- c) From each material a minimum of 4 pages may be copied.

4.2. Storage of copies

- a) Digital copies of material may be stored on a password-protected intranet.
- b) The School must ensure that the users can only access the stored digital material by means of a password. The School may not provide access to more than 20 percent (20%), but not more than 20 pages of a material, per user per educational year. The material may not be distributed to or among the users by means of electronic mail, such as e.g. email and text messages.
- c) The School must be able to determine the number of users who have or have had access to a material.

COPYING OUTSIDE THE SCOPE OF THE AGREEMENT:

5. Single-use materials Copying of single-use materials is not permitted.

6. Newspapers Digital copying of newspapers is not permitted. Newspapers may only be photocopied and printed, including printed from the Internet.

7. eBooks

Books sold by the chapter may not be copied if they are entered on an updated list of eBooks at www.tekstognode.dk/nedlagtforbud. The user is under an obligation to check whether a given eBook is entered on this list.

8. Subscriptions and other licence agreements

Copying from digital educational materials published by publishers and based on subscriptions is not permitted, if the licence terms include an absolute prohibition against copying and the publisher has notified the material to Copydan Writing. A list of notified material is available at www.tekstognode.dk/nedlagtforbud.

Furthermore, this Agreement will respect existing and future subscription and licence agreements concluded by the School with other rightsholders or organisations, such as e.g. subscription agreements with Infomedia regarding newspapers or licence agreements regarding electronic magazines.

9. Copying of isolated pictures

Isolated pictures may not be copied. If the School wishes to copy isolated pictures, it is possible to conclude an agreement under the extended collective licensing system with Copydan Visuals within the framework of Section 24 a of the Danish Copyright Act.

10. Obtaining separate consent

If the School wishes to copy copyrighted material to an extent or in a way beyond the scope of this Agreement, the School must obtain the consent of the rightsholders. Copydan will, as far as possible, assist in obtaining such consent.

11. 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:

12. Remuneration

12.1. Remuneration for copying

The remuneration for copying which the user carries out or has carried out under the Agreement has been fixed as follows (in 20xx prices) per full-time equivalent pupil/student:

DKK **X** per full-time equivalent pupil/student per year.

The remuneration will be adjusted once annually on 1 January based on the development in the index of average earnings for the private sector published by Statistics Denmark for the second quarter compared with the second quarter of the preceding year.

12.2. Terms of payment

The terms of payment are thirty (30) days from forwarding of the statement (invoice date). In case of late payment, default interest will be charged according to the Danish Interest on Overdue Payments Act.

13. Information for use for the calculation of remuneration

Every year before 1 April, the School will notify Copydan of the number of full-time equivalent pupils/students at the School in the preceding calendar year/educational year. This figure is used to calculate the remuneration payable by the School for the calendar year/educational year in question.

INFORMATION ABOUT COPYING:

14. Information for use for distribution of remuneration

According to a detailed agreement, the School is under an obligation to submit information about the copied material or provide access to such material directly to Copydan. The method will be agreed between the School and Copydan. This information will form the basis for Copydan's distribution of remuneration to the rightsholders.

15. Survey of material used

If the School is selected, the School is, according to a detailed agreement, under an obligation to participate in surveys of the scope of the School's copying and the types of material copied based on guidelines for the survey laid down by the Parties.

OTHER TERMS:

16. Information and compliance with Agreement

16.1. The head of the School is responsible for ensuring that all copying of copyrighted material which the School carries out or has carried out is in compliance with the provisions of this Agreement. The head of the School must notify the School's employees about the contents of this Agreement. The School will appoint an employee to be responsible for the School's duty of information, the contact details of such person to be provided to Copydan. The Parties will make an agreement on the details regarding such information and the communication channels in this regard.

16.2. When a user leaves the School, the School must make sure that the user's access to the password-protected intranet is removed.

17. Indemnification for claims

Copydan is under an obligation to indemnify the School for any claim made by Danish or foreign rightsholders based on copying which the School has carried out or has had carried out under this Agreement. It is a condition that such copying took place in compliance with the terms of this Agreement.

18. Conflict resolution

18.1. The Parties must attempt to solve any conflict through direct negotiation. The same applies to conflicts between the School and Copydan.

18.2. If the conflict cannot be solved through direct negotiation, it must be solved by mediation. If a Party wishes to start mediation, the Parties must conclude a standard mediation agreement from Danish Mediation Lawyers. If the Parties cannot reach agreement on mediation, the case may be brought before the ordinary Danish courts of law.

19. Term of the Agreement

19.1. The Agreement enters into force on 1 January 20xx.

19.2. The Agreement may be terminated in writing by either Party giving a notice of minimum three (3) months to expire on 30 June or 31 December of any year.

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

19.4. When the Agreement expires digital copies of material stored on the password-protected intranet must be deleted.

Copenhagen,

For «Navn» «Navn_2»:

For Copydan:

Anders Kristian Rasch,
managing director