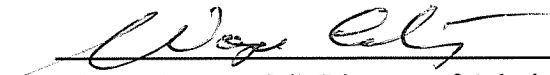


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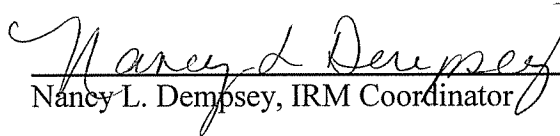
Halifax Regional Council  
December 17, 2002

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:



Wayne Anstey, QC, Director of Administrative Services



Nancy L. Dempsey, IRM Coordinator

DATE: December 11, 2002

SUBJECT: Municipal Government Photocopying Licence

## INFORMATION REPORT

### ORIGIN

This report originates with staff. Halifax Regional Municipality will execute a municipal government photocopying licence agreement with *Access Copyright*, the Canadian Copyright Licencing Agency, at a yearly cost of \$1.50 multiplied by the number of full-time equivalent employees of the Municipality. For the year 2003, the cost to the Municipality will be \$5065.00

### BACKGROUND

#### (i) Copyright

Under Canada's Copyright Act, creators and publishers have the right to decide how and when their works are reproduced. It has often been difficult for those wanting to reproduce to track down creators and publishers and it has been difficult for creators and publishers to protect their rights when copying is done illegally. In recognition of these difficulties, the Act recognizes the existence of the concept of "collective societies," such as *Access Copyright*. Collective Societies administer copyright on behalf of a large group of copyright owners and they collect and distribute remuneration and royalties for these owners.

**(ii) *Access Copyright***

*Access Copyright*, a not-for-profit collective society, was established in 1988. It represents 1.8 million works, more than 5,000 Canadian creators and over 450 Canadian publishers. *Access Copyright* manages and administers copyright for these owners by granting licencing agreements in return for payment of royalties that are distributed back to the owners.

**DISCUSSION**

**(i) Municipal Experience**

During the course of municipal business, a large amount of copying occurs which could be infringing on copyright. In recognition of this, in January 2002, a municipal government licence was developed by *Access Copyright* and the City of Toronto with the support of the Federation of Canadian Municipalities (FCM). The licence, subject to certain conditions and terms, authorizes photocopying by municipal employees for the non-profit purposes of professional, research, archival, communication, training and administrative functions. The licence enables municipal employees to photocopy from newspapers, magazines, journals and books. As of November 19, 2002, fifty-seven (57) Canadian municipalities have signed the municipal agreement with *Access Copyright*.

**(ii) Terms of Agreement**

The agreement would authorize copying in municipal offices by municipal employees and other persons associated with the Municipality for the non-profit purposes of conducting municipal government business and the delivery of municipal programs and services.

Copying is limited to 10% of the work or the entirety of certain specific parts of a work (such as an entire newspaper or magazine article), whichever is greater. The licence authorizes the making of the necessary number of copies as required, to conduct municipal business. The licence is not meant though to replace the purchase of the original published material.

The agreement is for an initial 2 year term, renewing automatically for 2 year terms unless 2 months notice is provided prior to expiration.

The cost of the licence is the equivalent to the number of full-time employees multiplied by \$1.50. The Municipality will be required to provide *Access Copyright* with the number of employees at the beginning of each year in the term of the licence. Any fluctuation + or - 15% in the number of full-time employees, has to be reported to *Access Copyright*.

### **(iii) Sampling of Record Produced**

Access Copyright reserves the right, in conjunction with the Municipality, to develop a mutually acceptable sampling protocol for the conduct of a statistical survey of the Municipality's copying activities. This survey will assist *Access Copyright* in distributing remuneration. The survey will not be conducted during the first one-year term of the agreement.

### **(iv) Employee Notification**

Under the terms of the agreement, the Municipality is required to inform all employees of the scope of copying authorized by the licence. *Access Copyright* will assist the Municipality by supplying appropriate materials (posters, decals, stamps) to fulfill this obligation.

### **(v) Indemnity to the Municipality**

The *Access Copyright* licence provides protection in that if someone was to make a copyright infringement claim against HRM, *Access Copyright* would indemnify and save harmless the Municipality from any costs, expenses and damages relating to claims against it, arising from the exercise of rights under the agreement

## **BUDGET IMPLICATIONS**

The cost of the licence for the year 2003 (\$5065) can be covered in the Municipal Clerk's budget and it is intended that in future years the cost will be budgeted in the Information Resource Management (IRM) budget.

## **FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

## **ALTERNATIVES**

There are no recommended alternatives at this time. If the Municipality does not execute the licence and if the Municipality is engaging in copying practices that infringe on a copyright owners rights, then the municipality is violating copyright laws and is not properly compensating copyright owners.

**ATTACHMENTS**

1. *Access Copyright* Brochure
2. *Access Copyright* Licence

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210 or Fax 490-4208.

Report Prepared by: Nancy L. Dempsey, MPA, IRM Coordinator

## Freedom through an Access Copyright licence. Do you copy?

Everyday, people across Canada duplicate copyright-protected material without realizing that they are breaking the law. It's probably happening within your organization, too. But don't feel singled out. It's a common error among businesses and organizations, simply because most are unaware of the rules governing copyright.

Here's why you ought to consider getting a licence from *Access Copyright* now.

*Access Copyright* provides the freedom to photocopy published works without worrying about copyright and possible litigation. Your business or organization can copy easily with an *Access Copyright* licence.

Knowing the rules is a smart move. After all, who wants to face a lawsuit?

## Play fair and stay square. Avoid copyright infringement.

You should know that copyright rules are broken whenever members of your organization copy and distribute material owned by writers, illustrators, photographers and publishers – creative people within the community who deserve a fair break.

If, for example, you copy and distribute material from trade journals, magazines and newspapers inside or outside the office, you are infringing copyright. The same can be said of material copied for training manuals, newsletters – even personal files. You may be surprised to learn that photocopying articles from newspapers you paid for also breaks the rules.

To paraphrase the Canadian *Copyright Act*, if you copy protected work, you must obtain authorization first and often pay for it in the form of royalties. But imagine the hassle of going directly to the copyright owner for payment and permission every time someone within your organization wishes to copy something.

That's where we come in.

## Obtain your licence. It's easy and affordable.

At *Access Copyright*, we not only represent Canadians who hold rights to published work, we help businesses and organizations like yours avoid copyright infringement – and litigation – through licensing agreements that fairly compensate rightsholders whenever their material is duplicated.

Your licence is easy to get and it's surprisingly affordable. With it you receive:

- Quick and easy access to millions of works from creators and publishers from around the corner and throughout the world
- Legal protection that gives you and your business or organization peace of mind
- Assurance that copyright owners are receiving fair payment for their work
- A way to respect and support Canada's creative community
- Indemnity against any related costs and damages arising from litigation when you are in compliance with the licence.

As part of the licensing process, *Access Copyright* provides notices for your photocopying machines to show that you uphold copyright. We also provide a full-colour certificate for display in your offices. And, at your request, we will also make our staff available to explain copyright to your managers and employees.

## Contact us now.

Go to [accesscopyright.ca](http://accesscopyright.ca), call 1 800 893 5777 (toll-free) or e-mail [licensingdevelopment@accesscopyright.ca](mailto:licensingdevelopment@accesscopyright.ca).

ENTER HERE:

Municipality (Licensee) (1) \_\_\_\_\_ Licence Start Date (2) \_\_\_\_\_

Primary Address \_\_\_\_\_  
\_\_\_\_\_

GOVERNMENT OFFICES

List the municipal government offices, agencies, boards, commissions, archives and museums to be covered by the Licence. (3)

\_\_\_\_\_  
\_\_\_\_\_

PAYMENT CALCULATION (INITIAL TERM, YEAR 1)

1	Number of FTE Employees (4)	
2	Annual Royalty per FTE Employee	\$1.50
3	Total Annual Royalty (multiply lines 1 & 2; If total is less than the \$100 minimum, please enter \$100)	
4	GST/HST (multiply line 3 by 7% or 15%)	
5	Total payable to Access Copyright (add lines 3 & 4)	

Access Copyright will send an invoice after receipt of the signed and completed Form.  
Please do not send payment with the Form.

*We acknowledge that we have read and understood the Municipal Government Licence Terms and Conditions including its Schedule, the "Exclusions List". We acknowledge that the information given on this Municipal Government Licence Form is true to the best of our knowledge and belief.*

*We hereby apply to Access Copyright for a Municipal Government Licence to take effect on the Licence Start Date and to be issued in accordance with this Agreement. We hereby accept the terms of this Agreement, which includes the Municipal Government Licence Terms and Conditions including its Schedule, the "Exclusions List", and the Municipal Government Licence Form. We acknowledge that there are no other representations or other terms and conditions of any kind except as provided for in this Agreement and that this Agreement supersedes any and all prior understandings or agreements regarding the subject matter of this Agreement.*

*In consideration of the Grant of Licence we hereby undertake to pay an annual royalty and to comply with the obligations imposed upon us by this Agreement.*

MUNICIPALITY (LICENSEE) (5)

I have the authority to bind the Licensee.

Signed for the Licensee \_\_\_\_\_

Print or type name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NOTES**

- 1 Be sure to include the full legal name of your municipality.
- 2 Licences start on the first of any month. Enter the date you want the Licence to begin; normally, the first day of the next month.
- 3 If the space supplied is inadequate, use a separate sheet.
- 4 Enter the number of full-time employees. Include part-time employees in this number by calculating them as full-time equivalents eg., 2 half-day employees equals 1 full-time employee.
- 5 Ensure that the individual signing has the ability to bind your municipality.

**LICENCE CONTACT**

Enter the name of the individual who will be the "contact person" at your municipality and who will be provided with any notice required or permitted by the Licence.

Name \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Ext: \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Access Copyright will supply you with copyright notices to be displayed on or next to your photocopiers to help ensure that staff comply with the terms of the Licence and do not infringe copyright.

Number of Photocopiers:

**PLEASE MAIL THE COMPLETED MUNICIPAL GOVERNMENT LICENCE FORM TO THE ADDRESS BELOW. MAKE A COPY OF THE COMPLETED FORM AND KEEP IT IN YOUR FILES WITH THE TERMS AND CONDITIONS AND ITS SCHEDULE.**

This Licence Agreement is deemed concluded, for the purposes of filing with the Copyright Board pursuant to 70.5(2) of the *Copyright Act*, as of the date it is reviewed and approved by Access Copyright.

**FOR OFFICE USE ONLY**

Date Approved: \_\_\_\_\_

Approved By: \_\_\_\_\_

## 1 GRANT OF LICENCE

(a) For payment specified in this Agreement, The Canadian Copyright Licensing Agency ("Access Copyright") hereby licenses the Licensee on a non-exclusive basis to make Hard Copies of Published Works in its Repertoire for the non-profit purposes of the Licensee in Canada, subject to the terms and conditions of this Agreement.

(b) This Agreement shall be subject to the exceptions and defences that exist under the *Copyright Act*.

### 1.1 EFFECTIVE DATE

The Effective Date of this Agreement is the Licence Start Date.

## 2. DEFINITIONS AND OTHER GENERAL TERMS

The following definitions apply throughout this Agreement.

*Agreement* means the Municipal Government Licence Terms and Conditions including its Schedule, the "Exclusions List", and the Municipal Government Licence Form.

*Anthology* means bound or otherwise packaged or assembled Hard Copies of Published Works from more than one publication.

*Claim* means a written statement or demand in which it is alleged that the Licensee or a person entitled to make Copies under this Agreement has infringed copyright in any Published Work, including any document commencing legal proceedings, with the exception of any claim based on an alleged infringement of moral rights or any claim by Access Copyright.

*Copying* means the creation of a Hard Copy by a reprographic process, including photocopying, xerography and analogous means, or by reproduction by a Copying machine that digitizes and temporarily stores documents in memory and prints or by facsimile transmission incidentally requiring a transitory digital copy. Copied means reproduced by Copying. Copying shall not include (and this Agreement does not cover):

- (i) inputting or storing all or part of a Published Work in electronic/digital form, with the potential for later retrieval or reproduction, except for a transitory electronic/digital copy that may be required to produce a Hard Copy;
- (ii) accessing all or part of a Published Work by display on a screen or other viewing method;
- (iii) altering the content or manipulating the format of all or part of a Published Work in any way; or
- (iv) reproducing any Published Work in another electronic or digital medium for purposes of storage or redistribution, except incidentally in connection with facsimile transmissions.

*Copyright Act* means the Copyright Act, R. S.C. 1985, c. C-42, as amended from time to time.

*Copyright Board* means the Copyright Board established pursuant to the *Copyright Act*.

*Fee-for-Service Copying* means Copying not otherwise permitted by the *Copyright Act* by a person or entity otherwise entitled to make Hard Copies under this Agreement where such Copying is made at the request of or on behalf of anyone, and where the person or entity receiving the

Hard Copies is charged a fee (and may receive the Hard Copy by mail, personal delivery, commercial courier or facsimile transmission).

*FTE Employees* means the number of full-time equivalent employees of the Licensee.

*Government Offices* means the municipal government offices, agencies, boards, commissions, archives and museums as listed in the Municipal Government Licence Form.

*Hard Copy* means a reproduction, created by Copying, of all or part of a Published Work on paper or a paper equivalent (acetate or other material for an overhead or slide projection).

*Licensee* includes all Government Offices and excludes all public libraries and schools, and all other public archives and museums.

*Published Work* means a literary, dramatic or artistic work, or a part of such a copyright work in print form, of which copies have been issued to the public with the consent of the copyright owner in publications such as books, magazines, journals, newspapers and other periodicals.

*Repertoire* means those Published Works published in Canada by Rightsholders affiliated with Access Copyright or in or outside Canada in instances where there is an agreement between Access Copyright and another reproduction rights organization representing other Rightsholders in respect to the collective administration of copyright ("collective society").

*Rightsholders* means copyright owners, including authors and publishers, and other persons entitled to control copyright in Published Works.

*Term* means either the Initial or Renewal Term of this Agreement as the context may require. Initial Term is the two-year period commencing on the Effective Date and Renewal Term is each successive two-year period commencing on the anniversary of the Effective Date.

## 3 ROYALTIES AND PAYMENT

(a) The Licensee shall pay Access Copyright an annual royalty of one dollar and fifty cents (\$1.50) multiplied by the number of FTE Employees, which as a minimum amount shall be one hundred dollars (\$100.00), in each one-year period during the Initial Term and each Renewal Term of this Agreement, subject to subsection (d).

(b) The Licensee shall notify Access Copyright of the number of FTE Employees upon execution of this Agreement and payment for the first one-year period of the Initial Term is then due within sixty (60) days. Payment for each subsequent one-year period of each Term is due and payable no later than the first day of the commencement of each one-year period of each Term.

(c) At least fifteen (15) days prior to the beginning of each one-year period in any Term, the Licensee shall provide Access Copyright with the number of FTE Employees (as of the beginning of that one-year period of any Term) for the purpose of determining the annual royalty payable herein.

(d) Access Copyright shall notify the Licensee of the annual royalty per FTE Employee due for a Renewal Term at least three (3) calendar months prior to the beginning of such Renewal Term.

(e) The Licensee shall pay to Access Copyright all applicable GST, HST,



or any other applicable tax levied on the Licensee by government in respect of Copying under this Agreement, calculated at the rate of taxation then in force.

(f) If during any Term the number of FTE Employees fluctuates by more than fifteen per cent (15%) from the number on which payment was based in accordance with paragraph 3(a) herein, the Licensee shall promptly provide Access Copyright with a written statement representing and warranting the revised number of FTE Employees. If additional payment is required, the Licensee shall promptly provide Access Copyright with additional payment consisting of the applicable annual royalty per additional FTE Employee. If a refund is owed to the Licensee, a credit shall be applied against the payment owed for the following Renewal Term.

#### 4 INTEREST

(a) Any overdue payment shall be subject to interest charges from the due date, calculated at a rate equal to the rate of interest set by the Bank of Canada at the date the payment is due plus four per cent (4%) per annum and compounded monthly.

(b) Interest shall only be paid when the Licensee is responsible for the delay in paying Access Copyright. In the event the Licensee is not responsible for the delay in paying Access Copyright, no interest shall be paid.

#### 5 SAMPLING

(a) Access Copyright and the Licensee agree to develop a mutually acceptable sampling protocol for the conduct of a statistical survey of the Licensee's Copying activities to assist Access Copyright in allocating remuneration to its affiliates and to estimate the amount of Copying under this Agreement. The parties agree that the survey or any part of the survey may have to be redone if Access Copyright determines that conduct of the survey did not comply with Access Copyright's standard procedures for statistical surveying then in effect.

(b) Sampling may be designed and conducted by Access Copyright but only in accordance with a sampling protocol agreed to by Access Copyright and the Licensee. None of the information obtained in such sampling may be used in or in relation to any action or claim for copyright infringement by Access Copyright either during or after the Term of this Agreement.

(c) The parties agree that a statistical survey shall not be conducted during the first one-year period of the Initial Term of this Agreement.

(d) Access Copyright shall keep confidential and shall not disclose (except if required by law or judicial process) any of the information the Licensee provides concerning specific Copying transactions pursuant to this paragraph 5. Notwithstanding the foregoing, the Licensee acknowledges that Access Copyright may provide to Rightsholders aggregated information that does not specifically identify any individual Licensee's Copying of an individual Published Work and Access Copyright may retain survey information relating to the Licensee's Copying activities. The Licensee further acknowledges that Access Copyright may provide Rightsholders with the identity of its licensees and may file a copy of this Agreement with the Copyright Board in accordance with section 70.5(2) of the *Copyright Act*.

#### 6 INDEMNITY

(a) Access Copyright shall indemnify and save the Licensee and, subject to paragraph 6(d), any person entitled to make Hard Copies under this Agreement on behalf of the Licensee, harmless from any costs, expenses and damages relating to any Claim against the Licensee arising from the

exercise of rights under this Agreement, whether or not such Claim is in respect of Published Works in the Repertoire, provided that the Licensee is in good standing at the time of the Copying on which the Claim is based and provided that:

- (i) the Licensee shall not have been in breach of the terms of this Agreement with respect to the making or use of any Hard Copies upon which such Claim is based;
- (ii) the Licensee gives Access Copyright notice of any Claim commencing legal proceedings within (7) seven business days of service, and where the Claim does not commence legal proceedings, within (7) business days of becoming aware of the Claim; and
- (iii) the Licensee co-operates in the defence of any Claim (but not including financial contribution) in such ways as Access Copyright may reasonably require.

(b) Access Copyright shall defend and/or settle any Claim at its own expense and shall accordingly conduct negotiations relating to the settlement of the Claim and shall conduct the defence of any legal action relating to the Claim. However, no settlement of any Claim shall be entered into without the permission of the Licensee, which permission shall not unreasonably be withheld or delayed. Access Copyright shall keep the Licensee informed and shall consult with the Licensee, in advance where possible, concerning all proceedings and negotiations relating to the Claim. The Licensee shall have the right to intervene in or assume control of any action or negotiation relating to a Claim if the Licensee believes, acting reasonably, that the defence or negotiations are not being handled in the best interests of the Licensee. Notwithstanding anything in this paragraph 6, any such intervention or assumption of control shall be at the Licensee's own expense but Access Copyright shall remain responsible for any damages awarded or settlement agreed to by Access Copyright.

(c) If the Licensee declines or fails to permit a settlement, and then a settlement is subsequently made or damages are subsequently awarded which are in excess of such proposed settlement, then the Licensee will be responsible for all losses, costs and damages subsequently incurred by Access Copyright over and above the amount of such proposed settlement.

(d) The foregoing indemnity does not apply to any person entitled to make Hard Copies under this Agreement on behalf of the Licensee if such person does not give notice of any Claim to the Licensee and to Access Copyright, in accordance with subsection (a) of this paragraph 6.

(e) Minor and occasional breaches of the Terms and Conditions of Authorized Copying that occur no more than four times in the one year period preceding the time that the Copying on which the Claim is based took place shall not remove the Licensee from good standing for the purposes of paragraph 6(a).

#### 7 NOTIFICATION OF THE TERMS AND CONDITIONS OF COPYING

(a) The Licensee shall use reasonable efforts to inform all persons entitled to make or use Hard Copies under this Agreement of the Terms and Conditions of Authorized Copying including information regarding works excluded from this Agreement under its Schedule, the "Exclusions List", and, where appropriate, the requirements to participate in a survey of Copying activities (paragraph 5).

(b) If requested by the Licensee, Access Copyright will provide the Licensee

with written material which will assist the Licensee in preparing information to be distributed, disseminated, or posted for the information of such persons

(c) The Licensee shall submit to Access Copyright, for its review and comment, any material which it intends to distribute or disseminate for information regarding the Copying permitted under this Agreement. If Access Copyright fails to notify the Licensee of any objection within ten (10) business days of receipt, Access Copyright shall be deemed to have agreed to the form and content of such material.

#### **8 NOTICES**

All notices and invoices under this Agreement shall be in writing and given by personal delivery, commercial courier, registered mail or facsimile transmission, subject to paragraph 15(d). Any notice given by facsimile transmission shall be deemed to be received on the first (1st) business day following the date of transmission. The parties shall inform each other of any changes in the names, addresses or telephone and facsimile numbers provided in the Municipal Government Licence Form and agree that transmittal over the Internet to the e-mail addresses provided therein shall not constitute receipt of notice under this Agreement, subject to paragraph 15(d).

#### **9 TERM AND TERMINATION**

(a) This Agreement is for an Initial Term of two (2) years commencing on the Effective Date. Subsequently, subject to its other provisions, this Agreement shall automatically renew for two (2) year Renewal Terms unless one party gives notice to the other, at least two (2) calendar months prior to the end of the Initial Term or of any Renewal Term, that it wishes to terminate or review the terms and conditions of this Agreement. Following such notice, this Agreement will terminate at the end of the Initial or Renewal Term unless renewed on terms and conditions agreed by the Licensee and Access Copyright or established by the Copyright Board.

(b) Either party may terminate this Agreement immediately by notice delivered to the other party at any time if the party upon whom notice is served commits any breach of its obligations under this Agreement and remains in breach thirty (30) days after receiving notice to rectify the breach.

(c) In the event of insolvency or bankruptcy of either the Licensee or Access Copyright, for any reason whatsoever, this Agreement shall automatically terminate.

(d) Any termination of this Agreement shall be without prejudice to Access Copyright's entitlement to retain or receive any payment already received or due and to receive all required payment in respect of any Copying for any period prior to the date of termination.

(e) If Access Copyright concludes an agreement of the same scope and nature with another municipal government in Canada that includes terms and conditions that are more favourable to that government than the terms and conditions of this Agreement, then Access Copyright shall immediately offer that same agreement to the Licensee, to become effective as at the date the offer is made.

(f) In the event of termination of this Agreement, the Licensee agrees to remove all posted notices with respect to the making or use of Hard Copies under this Agreement, and to use reasonable efforts to inform all persons

previously entitled to make or use Hard Copies under this Agreement that the Agreement has terminated.

#### **10 RENEGOTIATION**

If Parliament at any time passes new legislation that in the opinion of either party substantially changes the legal conditions relevant to the rights granted by this Agreement, either party may give the other party notice of intent to renegotiate this Agreement. In the event that the parties are unable to agree on amendments to this Agreement, the party which gave notice of intent to renegotiate shall have the right to terminate this Agreement by giving the other party notice of termination, which shall take effect 60 days following such notice or 6 months following the giving of the notice of intent, whichever is later.

#### **11 GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and enforced in accordance with the laws of Canada and the Province of Ontario applicable to agreements made and wholly performed in Ontario. Any difference arising out of this Agreement (except each party's right to terminate for breach as provided for herein) shall be referred to the adjudication of the Copyright Board if empowered to determine such difference or, if the Copyright Board is not so empowered or the parties consent, to arbitration in accordance with the Arbitration Act of the Province of Ontario.

#### **TERMS AND CONDITIONS OF AUTHORIZED COPYING**

#### **12 PURPOSE AND NATURE OF COPYING**

It is a condition of this Agreement that all Copying under this Agreement shall be in Government Offices for the non-profit purposes of conducting municipal government business and delivery of municipal government programs and services, including, but not limited to, the professional, research, archival, communication and administrative activities of the Licensee.

#### **13 PERSONS WHO MAY COPY**

Hard Copies may be made by employees or other persons associated with the Government Offices including contractors working in Government Offices.

#### **14 VOLUME LIMITS ON PERMITTED COPYING**

The Licensee is hereby authorized to Copy up to ten per cent (10%) of a Published Work or the following parts of a Published Work, whichever is greater:

(a) an entire newspaper article or page;

(b) a single short story, play, essay or article from a book or periodical issue (including a set of conference proceedings);

(c) an entire single poem from a book or periodical issue;

(d) an entire entry from an encyclopaedia, annotated bibliography or similar reference work;

(e) an entire reproduction of an artistic work (including drawings, paintings, prints and reproductions of works of sculpture, architectural works of art and works of artistic craftsmanship) from a book or periodical issue; and

(f) a chapter which is twenty per cent (20%) or less of a book.

## 15 EXCLUSIONS LIST

(a) The Schedule to this Agreement, the "Exclusions List", indicates certain categories of works and other Published Works not covered by this Agreement.

(b) The "Exclusions List" lists the names of Rightsholders where Access Copyright has been notified in writing that such Rightsholders do not want their Published Works to be copied under an Agreement from Access Copyright.

(c) The Exclusions List lists the countries where Rightsholders are represented by a collective society with which Access Copyright has an agreement. All Published Works published outside Canada and outside these countries are excluded from this Agreement.

(d) Access Copyright may add or delete Published Works to or from the Exclusion List by issuing a replacement Schedule, the "Exclusions List", in print or electronic format, which shall take effect no later than sixty (60) days following its receipt by the Licensee. The parties acknowledge that Access Copyright may issue a replacement Schedule, the "Exclusions List", electronically over the Internet and that such issuance shall not constitute a notice for the purposes of this Agreement.

## 16 MULTIPLE COPIES

This Agreement authorizes the making of that number of Hard Copies required by the Licensee for the purposes of conducting business within the mandate of Government Offices and for purposes of the delivery of the Licensee's programs and services.

## 17 GENERAL PROHIBITIONS

(a) There shall be no systematic, cumulative Copying from the same Published Work beyond the limits set out in paragraph 14 of this Agreement.

(b) Hard Copies shall not be made under this Agreement as a substitute for works which would ordinarily be purchased.

(c) Hard Copies shall not be made under this Agreement when the Licensee is aware or should reasonably have been aware that the portion Copied is commercially available as a separate publication.

(d) Hard Copies shall not be made under this Agreement for use in Anthologies for primary, elementary, secondary, or post-secondary education, but Anthologies may be made under this Agreement for the delivery of municipal government programs and services subject to all other conditions and limitations of this Agreement.

(e) Hard Copies shall not be made under this Agreement for sale or for use in Fee-for-Service Copying. This shall not prevent the Licensee from recovering the costs associated strictly with the making of Hard Copies under this Agreement.

(f) Hard Copies shall not be made under this Agreement where the Licensee has first sought permission to make such Hard Copies directly from a Rightsholder who has the right to grant such permission, unless the Rightsholder subsequently advises the Licensee that the Rightsholder has authorized Access Copyright to represent it in respect to the collective administration of copyright.

(g) Hard Copies shall not be made under this Agreement for use in association with any partisan political activities, election campaigning or endorsement of a cause or institution without the consent of the author of the material Copied, or in advertising a commercial product or service.

## 18 PROTECTION OF THE INTEGRITY OF PUBLISHED WORKS SUBJECT TO COPYRIGHT

The Licensee shall notify all Government Offices that, where reasonable under the circumstances, unless such information is apparent on the Hard Copy itself, a credit to the author, artist or illustrator, and publisher, and a notice stating "Copied under Agreement from Access Copyright. Sale or further Copying prohibited." shall be included on the first page of all Copies made under this Agreement.

## 19 PERMISSION TO COPY BEYOND THE SCOPE OF THE AGREEMENT

(a) This Agreement does not permit unrestricted Copying. Copying of Published Works outside the terms of the Agreement requires the specific authorization of Access Copyright or the Rightsholder.

(b) Access Copyright will use reasonable efforts to clear requests to Copy Published Works in excess of the terms and conditions set out in this Agreement. Such clearances may be subject to payment of additional royalties and licensing fees as required by the Rightsholder or Access Copyright.

## 20 HARD COPIES OBTAINED FROM EXTERNAL SOURCES

This Agreement does not cover Hard Copies provided to the Licensee in response to requests for Hard Copies from external sources such as non-profit and commercial libraries, document supply services and media monitoring services. This Agreement does, however, cover the making of further Hard Copies of Hard Copies lawfully provided to the Licensee by such external sources.

## 21 AGREEMENT ACCEPTANCE

No variation to this Agreement is effective unless it is in writing and signed by both parties. This Agreement is not transferable.

Access Copyright  
1 Yonge Street, Suite 1900  
Toronto, Ontario M5E 1E5  
P: 416 868 1620  
F: 416 868 1621  
TF: 1 800 893 5777  
[www.accesscopyright.ca](http://www.accesscopyright.ca)

1 This Agreement does not cover any of the following listed categories of works or published works:

Where permission is required to Copy any Work excluded from this Agreement, the Rightsholder should be approached directly.

- (a) Unpublished works, including typescripts, originals of photographic prints or negatives and other artistic works.
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