

AGREEMENT ON COPYING OF COPYRIGHTED WORKS

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Aarhus University
Ndr. Ringgade 1
DK-8000 Aarhus C

(the 'University') and

the collective management organisations:

The organisations Copydan Tekst & Node and Copydan Billeder
Bryggervangen 8, 2. sal
DK-2100 Copenhagen Ø
('Copydan')

each referred to as 'a Party' and collectively as 'the Parties'

have on this day entered into the following Agreement on Copying of Copyrighted Material:

PREAMBLE:

- A. This agreement between the University and Copydan (the 'Agreement') authorises the University to copy copyrighted works for use in the University's educational activities, including research and development, as well as for the University's internal administrative use in accordance with the terms of the Agreement.
- B. Copydan Tekst & Node is the approved collective management organisation for all categories of rightsholders which under the extended collective licensing system are entitled to
 - a. license the copying of published works for use in educational activities, see section 13 of the Danish Consolidated Act on Copyright (*Ophavsretloven*);
 - b. license photocopying etc. for internal administrative use in public or private institutions, organisations and commercial undertakings, see section 14 of the Danish Consolidated Act on Copyright; and
 - c. license digital copying of published works for internal administrative use at educational institutions, see section 50(2) of the Danish Consolidated Act on Copyright.
- C. Copydan Billeder is the approved collective management organisation which, pursuant to section 24 a, see section 50, of the Danish Consolidated Act on Copyright, is entitled to license the copying of published works with extended collective licence effect.

DEFINITIONS:

- D. '*Copying*' is defined as any act of reproduction, analogue or digital, of analogue or digital works.
- E. '*Photocopying*' is defined as any act of reproduction where the end product is analogue, for instance a photocopy of a printed work or a printout from a digital medium, e.g. from the Internet.
- F. Copying for '*educational activities*' is defined as any act of reproduction carried out by the University or by third parties on behalf of the University for use in the University's educational activities, including research and development, regardless of whether such reproduction takes place on the University's equipment or other equipment.
- G. Copying for '*internal administrative use*' is defined as reproduction for use by the University's management and staff other than in the University's educational activities as well as copying for use in councils, committees etc. at the University.
- H. '*Digital copies*' are defined as copies where the end product is digital, e.g. an electronic text file copied from one digital medium to another or a scanned text.
- I. '*Storing*' is defined as uploading and saving digital works to a password-protected intranet.
- J. '*Works*' are defined as a copyrighted, published literary work in analogue or digital form, e.g. fiction and non-fiction, book covers, brochures, journals, sheet music, magazines, newspapers, catalogues, CD-ROMs, websites or other digital media.
- K. '*Single-use works*' are defined as educational material produced with a view to answers being written in the actual material.
- L. '*Published*' is defined as making the work commercially available or available to the public in another manner with the author's consent.
- M. '*Images*' are defined as works of art, photographs, illustrations, drawings, graphics etc. which are part of the literary work being copied. Such images are covered by the term '*works*'.
- N. '*Isolated images*' are defined as images which do not appear in the context of a text, e.g. image databases, the internet, postcards, posters etc., or which are copied without also copying the text of the literary work from which the picture is taken.
- O. '*Users*' means the University's students, course participants, teaching staff and administrative staff.

SCOPE OF AGREEMENT:

1. Purpose of copying

The Agreement entitles the University's users to copy copyrighted works for use in the University's educational activities, including research and development, as well as for the University's internal administrative use.

2. Works covered by the Agreement

The Agreement comprises copying of all published works, both Danish and foreign.

3. Method of copying and credits

3.1. Users can choose freely between analogue and digital copying methods.

3.2. The users must provide information about the title, author(s), publisher and publication year of the work on the copy.

4. Framework for copying

4.1. Scope of copying

- a) For teaching purposes, up to 20% of an individual work may be copied, but no more than 50 pages from one work per student per six months.
- b) For internal administrative use, up to 20% of an individual work may be copied, but no more than 50 pages from one work per employee per six months.
Digital copying for internal administrative use is, however, not allowed if the author has prohibited use of the work. An updated list of rightsholders who have issued a prohibition can be found at www.tekstognode.dk/nedlagt-forbud.
- c) A minimum of four pages may be copied from each work.

4.2. Storage of copies

- a) Digital copies of works may be stored on a password-protected intranet.
- b) The University must ensure that users can only access the stored digital works by means of a password. Users may only be given access to a maximum of 20% of, but no more than 20 pages of a work per user per half year. Works may not be distributed to or among users by electronic mail, for instance by email or text message.
- c) The University must be able to determine the number of users who have or have had access to a work.

COPYING OUTSIDE THE SCOPE OF THE AGREEMENT:

5. Single-use works

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

eBooks where chapters are sold separately may not be copied if they appear on an updated list of eBooks at www.tekstognode.dk/nedlagt-forbud. The user must check whether a specific eBook is on the list.

8. Subscription schemes and other licence agreements

It is not permitted to copy published subscription-based digital learning resources if the licence terms include an absolute prohibition against copying and the publisher has registered the material with Copydan Tekst & Node. A list of registered works can be found at www.tekstognode.dk/nedlagt-forbud.

This Agreement is subordinate to any subscription and licence agreements which the University has concluded or intend to conclude with other rightsholders or organisations, such as subscription agreements with Infomedia regarding newspapers or licence agreements regarding electronic journals.

9. Copying of isolated images

Isolated images may not be copied. If the University wishes to copy isolated images, an agreement may be concluded under the extended collective licence system with Copydan Billeder under section 24a of the Danish Consolidated Act on Copyright.

10. Obtaining separate consent

If the University wishes to copy copyrighted works to an extent or in a manner beyond the scope of this Agreement, the University must obtain separate consent from the relevant rightsholders. Copydan will, as far as possible, assist in obtaining such consent.

11. Free exploitation

Copying covered by the rules on free exploitation set out in part 2 of the Danish Consolidated Act on Copyright falls outside the scope of this Agreement and does not require the consent of the rightsholders.

FEE AND TERMS OF PAYMENT:

12. Fee

12.1. Fee for copying

The fee for copying by users or others on their behalf under the Agreement is fixed per calendar year. In 2017, the fee amounts to:

DKK 486.60 per student full-time equivalent (student FTE).

The fee is adjusted annually on 1 January on the basis of the development in Statistics Denmark's index of earnings in the private sector for the second quarter of the year compared with the second quarter of the preceding year.

12.2. Terms of payment

The terms of payment are 30 days from the forwarding of the statement (invoicing date). In the event of overdue payment, default interest will be charged in accordance with the Danish Interest Rate Act (*Renteloven*).

13. Information for use when calculating the fee

Each year on 1 April at the latest, at Copydan's request, the University notifies Copydan of the number of student FTEs as stated in the University's annual report.

INFORMATION ABOUT THE BASIS OF COPYING:

14. Information for use when distributing the fee

Subject to further agreement, the University must submit information about the copied works or give Copydan direct access to the work. Which method to use is subject to agreement between the University and Copydan. This information forms the basis for Copydan's distribution of the fee to the rightsholders.

15. Survey of works used

Subject to further agreement, the University must participate in surveys of the scope and composition of the University's copying activities based on the guidelines for such survey laid down by the Parties.

OTHER TERMS:

16. Information about and compliance with the Agreement

16.1. The head of the University is responsible for ensuring that all copying of copyrighted works by the University or by third parties on behalf of the University complies with the provisions set out in the Agreement. The head of the University must inform the University staff members about the contents of the Agreement. The University must appoint a person responsible for the University's duty of information. The contact details of such person must be submitted to Copydan. The Parties will agree on the details regarding which information to give and which communications channels to use.

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

17. Indemnification for claims

Copydan must indemnify the University for any claim made by Danish or foreign rightsholders concerning copying carried out by the University or by third parties on behalf of the University under the Agreement. It is a condition that such copying was carried out in accordance with the terms of the Agreement.

18. Conflict resolution

18.1. The Parties must seek to resolve all conflicts through direct negotiation. The same applies to conflicts between the University and Copydan.

18.2. If a conflict cannot be resolved through direct negotiation, it must be resolved through mediation. If a Party wishes to engage in mediation, the Parties must conclude a standard mediation agreement from Danish Mediation Lawyers. If an agreement on mediation cannot be reached, 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 2017.

19.2. The Agreement may be terminated in writing by each of the Parties giving at least 3 months' written notice to expire on 30 June or 31 December.

19.3. All rights and obligations under this Agreement lapse upon expiry of the Agreement.

19.4. When the Agreement expires, digital copies of works stored on the password-protected intranet in accordance with the Agreement must be deleted.

Copenhagen, 06/12/2016

For Aarhus University: Arnold Boon, University director

For Copydan: Anders Kristian Rasch, director