



# DOWNSTREAMING TERMS AND CONDITIONS

## Copying and Communication Rights – Newspapers and Magazines

In obtaining Copies of Licensed Works from a Licensed Press Clipping Service, you agree to the following licence conditions with Copyright Agency Limited ABN 53 001 228 799 [CAL] for the Copying and Communication of Licensed Works.

### Agreed Payment Method

Licence Fees are calculated and will be invoiced as follows:

- (a) you will advise the Licensed Press Clipping Service of the number of Nominated Users who are included under this licence; and
- (b) the Licensed Press Clipping Service will invoice you for the number of Nominated Users as per the fee schedule set out below.

### Licence Fees\*

Users	Non-Government Fee Per Article (not including GST)	Government** Fee Per Article (not including GST)
Up to 350 Nominated Users	\$0.34	\$0.28
351 – 1,000 Nominated Users	+ \$0.12	+ \$0.12
For every additional 1,000 Nominated Users (or part thereof)	+ \$0.12	+ \$0.12

Example: If there are 355 Nominated Users, a fee of \$0.46 per Article is charged for non-government. For government, if there are 355 Nominated Users, a fee of \$0.40 per Article is charged.

### Additional Storage for Non-Government

For storage on a database for a period of more than 3 months, up to a maximum additional 6 months (i.e. a total storage period of 9 months)

\$0.21 per Article for all articles received.

For additional storage for government fees and conditions please refer to CAL directly.

### Licence Fee Conditions

- Licence Fees may be increased subject to 30 days notice.
- Licence Fees are to be paid to the Licensed Press Clipper.
- Where applicable, GST must be paid in addition to fees.
- Copies of Licensed Works can only be Communicated or provided to your Nominated Users.

For further information regarding exclusions or restrictions, please visit [www.copyright.com.au](http://www.copyright.com.au), click on 'Information Sheet', then 'Licensing', then select 'Press Clipping'.

\* Rates effective from 1 July 2008.

\*\* Rate payable by Commonwealth or State governments for copying for the services of the Commonwealth or State in reliance on S.183, Copyright Act 1968.

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## Copy and Communication Rights

### Definitions

In this licence:

**Article** means each separate article published in a Licensed Work.

**Communicate** means to make a Licensed Work available in digital or other electronic machine-readable form to Nominated Users by means of the Licensee's Intranet or by email.

**Copy** means, as a verb, to make a digital or other electronic machine-readable reproduction of a Licensed Work, or to make a hard copy, directly or indirectly, from an electronic reproduction of a Licensed Work and, as a noun, a reproduction so made.

**Copyco** means Copyco Pty Ltd ABN 92 081 273 127, which has appointed CAL as its agent for the purpose of licensing Articles contained in most Australian newspaper and magazine publications.

**Excluded Work** means a work which CAL has not been authorised to license under this agreement.

**GST** has the same meaning as in the *New Tax System (Goods and Services Tax) Act 1999*.

**Intranet** means the system of electronic communication established by the Licensee for confidential internal use and accessible to its employees and directors only.

**Licence Year** means 12 months from 1 July or any other date as notified and every 12 months thereafter.

**Licensed Press Clipping Service** means a press clipping service which holds a press clipping licence from CAL for Copying and Communication rights, and has been authorised by CAL to receive payments under this licence.

**Licensed Work** means a work contained in a newspaper or magazine, other than an Excluded Work.

**Nominated Users** means each employee or director of the Licensee to whom the Licensee Communicates a Copy of an Article.

### 1. Licence

CAL grants you a non-exclusive non-transferable licence to Copy and Communicate Licensed Works to Nominated Users.

### 2. General obligations

You must:

- (a) ensure that each Copy of a Licensed Work retains or is marked with the identification of the publication it came from and the statement: *Copyright Agency Limited (CAL) licensed copy*;
- (b) ensure that each Copy of a Licensed Work is Copied in full without any editing or changes.
- (c) only Communicate or provide Copies of Licensed Works to Nominated Users;
- (d) not store a Licensed Work as an email or on a database or Intranet for longer than 3 calendar months, unless you pay the additional storage fee set out above;

- (e) notify the Licensed Press Clipper of the number of Nominated Users for each Licence Year, if applicable, not less than 21 days before the commencement of that Licence Year;
- (f) comply with all CAL's reasonable requirements concerning the provision of information and records to CAL;
- (g) provide CAL, upon 5 working days written notice, access to all premises, records, information and materials that relate to the assessment and substantiation of Licence Fees.
- (h) give prompt notice of any claim for infringement of copyright arising under this agreement, not compromise or settle such claim without the prior written consent of CAL and permit CAL to have conduct of the claim or action in your name.

### 3. CAL's obligations

CAL must:

- (a) bear the cost of any inspection under clause 2(g), unless the inspection reveals that you have underpaid Licence Fees to CAL by 5% or more, in which case you will pay the cost of the inspection;
- (b) maintain on its website details of Excluded Works.

### 4. Ownership of information

The parties acknowledge that the information provided in accordance with this licence in respect of Licensed Works licensed to CAL by Copyco is the property of CopyCo and will be provided to CAL as the agent of CopyCo.

### 5. Term

This agreement continues until:

- (a) either party, on 30 days written notice, terminates the agreement; or
- (b) a party continues to breach any obligation under the agreement for 10 days after notice from the other party; or becomes externally administered or stops payment of or is unable to pay its debts (within the meaning of the Corporations Law); or ceases to carry on business and the other party, by notice, terminates the agreement.

### 6. Amendment to Licence Terms and Conditions

CAL has the right to amend these terms by providing 45 days notice. If you do not agree to the changes you may terminate the agreement.