

GENERAL TERMS AND CONDITIONS FOR REPRODUCTION AND MAKING AVAILABLE AT SCHOOLS FROM 2018

1. Basis of agreement

Teachers and pupils have educational and practical needs to be able to make copies and make available copyright material for their teaching and learning, respectively. To meet the needs of teachers and pupils, authors and publishers grant through this agreement with the municipality, county council or region (hereinafter “the licensee”), a certain right to make copies and make available copyright protected works in return for remuneration. The purpose of the agreement is to clarify the right of teachers and pupils to make copies and make available works for educational purposes. Against that background, the following agreement has been entered into.

The right to make copies for private use that is permitted under article 12, paragraph 1 of the Act (1960:729) on Copyright in Literary and Artistic Works shall not be claimed by the teacher instead of the right to make copies under this agreement.

The agreement does not affect the right to make copies and make available that follows from a provision in the Copyright Act other than in articles 12, 42 c and 42 h.

2. Definitions

The terms used in the agreement are defined as follows:

pupil: any person who takes part in educational activities,

teacher: any person who exercises an educational function in teaching,

musical work: musical notation and other graphical representation of a musical work, such as tablature, chord analysis,

rights holder: the person or entity who or which under the law or by an agreement owns the right to consent to the making of copies and making available within the meaning of this agreement,

school: the educational entity or similar in which education, as defined in section 3, below, is conducted,

teaching: teaching and comparable educational activities such as optional activities, the issuing of study and careers guidance, supervision of free study periods and the provision of information from diverse organizations to the pupils,

work: a literary or artistic work, or part thereof, to which copyright applies within the meaning of the Act (1960:729) on Copyright in Literary and Artistic Works; a photographic pic-

ture as defined in article 49 a of the Copyright Act; and a catalogue, table or other similar product as defined in article 49 of the Copyright Act.

3. Sectors of education covered by the agreement

The agreement applies to all sectors of education for which the municipality, county council or region is, or during the period of the agreement becomes, the principal organizer, and which is, or is placed under, the supervision of the Swedish Schools Inspectorate, the Swedish National Council of Adult Education or the Swedish National Agency for Higher Vocational Education.

Accordingly, in municipalities, the agreement applies to teachers and pupils in their teaching/learning in municipal pre-schools, pre-school classes, compulsory schools, upper secondary schools, municipal adult education and post-secondary education, Municipal Education in Swedish for Immigrants (SFI) and municipal higher vocational education. The agreement also applies to municipal special schools for pupils with learning disabilities, together with, in the municipalities of Gothenburg, Malmö and Gotland, upper secondary education that otherwise is conducted by county councils.

Accordingly, in county councils and regions, the agreement applies to teachers and pupils in their teaching/learning in the county council's and the region's upper secondary schools, folk high schools, adult education and higher vocational education.

4. Who is allowed to make copies and make available

The agreement gives teachers and pupils the right to make copies and make available works for educational purposes in accordance with the provisions of the agreement. The teacher may instruct someone else to make the copies.

5. Methods of reproduction

The agreement comprises the right to make copies by both analogue and digital means. When the original is analogue, teachers and pupils may e.g. photocopy and scan it. When the original is digital, teachers and pupils may e.g. print out, download from the Internet and communicate works from one digital storage medium to another digital storage medium.

6. What may be reproduced and made available

Under the agreement and on the basis of articles 42 c and 42 h of the Copyright Act, and subject to the rules stated below, it is permissible to make copies and make available Swedish and non-Swedish works that have been made public, irrespective of whether the rights holder is represented or not by the organization that has entered into the agreement.

7. How much may be reproduced

7.1 Use from analogue material

If the original is analogue, e.g. a book, newspaper or magazine, the teacher may reproduce or scan no more than 15 percent of the pages in the publication, but not more than 15 pages, in the same calendar half-year and on behalf of the same pupils. If a specific section, for example, a chapter of a book, needs to be reproduced and the section comprises one or a few pages more than 15 percent or 15 pages of the publication, the whole section may be reproduced.

The pupil may make copies for his/her own learning in a way that accords with the provisions of paragraph one above.

Teachers and pupil may only make as many copies as are needed to provide one for each pupil and a few for the teacher himself/herself.

7.2 Use from digital material

If the original is digital, e.g. a work on the Internet, teachers may only reproduce a volume corresponding to 15 A4 pages, e.g. by downloading or printing out, in the same calendar half-year and on behalf of the same pupils.

The pupil may make copies for his/her own learning in a way that accords with the provisions of paragraph one above.

8. Teachers' reproduction for their own use

Teachers may reproduce, for their own use, one copy of a work in the form of paper copies. In such a case, the work may be reproduced in its entirety.

9. How the copies may be made available

Reproduced material may be distributed in the form of physical copies and communicated by digital means between teachers and pupils in a teaching group, e.g. by e-mail or to a physical storage device, e.g. a USB memory stick.

The copies may be stored digitally and communicated via the school's network, to which only the school's staff, pupils and guardians have access.

The copies may be projected, displayed on a screen or otherwise presented during teaching. Digital slide presentations may be printed out and distributed, or communicated digitally between teachers and pupils in a teaching group.

10. Make copies for supplementation

Reproduction of published teaching materials is allowed only to supplement publisher-produced educational materials that teachers and pupils normally use during teaching. Reproduction of published teaching materials is not allowed for the replacement of or reduction in new acquisition of publisher-produced educational materials that teachers and pupils normally use during teaching.

11. Exceptions to the right to make copies and make available

Teachers and pupils may not make copies and make available

- a) works stored in digital form if the licensee or school has entered into other agreement with rights holders that regulates such reproduction and making available,
- b) publisher-produced printed single-use material, made to be used by pupils for writing or drawing etc., e.g. workbooks and exercise booklets although a single question/practice task may be reproduced and made available for an examination,

- c) works if a rights holder has filed a prohibition against reproduction and making available of the rights holder's work with the Swedish Association of Local Authorities and Regions or any organization that is a member of Bonus Copyright Access,
- d) audio or audio-visual works, including music, films, radio/TV programmes; however, single frames from videograms and films may be reproduced and made available,
- e) computer programs,
- f) choral material that is sold separately,
- g) single parts that form part of instrumental ensemble and orchestral material and that are available for hire or purchase. However, if the school owns the material to the extent necessary for rehearsal and performance, it is permitted to reproduce and make available material in accordance with the rules in this agreement. Reproduction and making available is only allowed for individual pupils or teachers in order to meet temporary practical needs in a current teaching or concert situation. "Concert" is to be understood in this context as referring to performance that primarily takes place in front of an audience consisting of the school's pupils and the relatives of the pupils.
- h) musical work with or without lyrics for use in a public performance; However, it is permissible for the work to be reproduced and made available within the rules of this agreement for the teachers and pupils who are to take part in the performance of the work if the performance is to take place in front of an audience mainly consisting of the school's pupils and the relatives of the pupils.

12. Moral rights and acknowledgement of source

The teacher and pupil are under a duty to respect moral rights. The name of the author or photographer respectively, as well as details of where the material was reproduced from (source) shall be shown in an appropriate way on or in conjunction with the copies.

13. Making copies and making available outside the scope of the agreement

Making copies and making available outside the scope of what is allowed by the Copyright Act or the agreement may only take place if the consent of the rights holders is obtained. A request for such consent may be made to the author of the work and/or to the publisher of the work.

14. Information and insight

The licensee undertakes to ensure that the personnel concerned and anyone who is entitled to make copies and make available in accordance with the agreement are informed as to the provisions of this agreement. The parties agree that the licensee is responsible for ensuring that individual officials within the organization do not act in contravention of the provisions of the agreement.

The licensee shall appoint one or more contact persons vis-à-vis Bonus Copyright Access with regard to issues arising from the agreement.

Bonus Copyright Access' member organizations are entitled to receive, via Bonus Copyright Access, any information that the organization may request as to application of the agreement. By arrangement with the contact person, this may take place e.g. via visits to operational entities or it may be arranged that a selected school or a central printing facility supplies Bonus Copyright Access, for a limited period and for verification purposes, with extra copies of everything that is reproduced for teaching purposes.

If the licensee instructs an external party to make copies for educational purposes, the licensee undertakes vis-à-vis Bonus Copyright Access' member organizations to guarantee, via an agreement with the party, the right described in the 3rd paragraph accruing to the organizations represented by Bonus Copyright Access.

15. Statistical surveys

Bonus Copyright Access member organizations are entitled to carry out statistical sampling studies through Bonus Copyright Access in order to map how teachers and pupils reproduce and make copyright protected works available in order, for example, to provide additional support for Bonus Copyright Access and its member organizations' distribution work. Any licensee selected to participate in a statistical survey is obliged to participate in the survey and to follow given instructions.

16. Infringements

Infringement of the author's rights under the Copyright Act may lead to criminal penalties (fines or imprisonment), the payment of damages, and/or the confiscation of the unlawfully produced material, or destruction of the material.

If any dispute as to the meaning of the terms and conditions stated in the agreement, the Swedish version shall prevail.