

GENERAL TERMS AND CONDITIONS FOR REPRODUCTION AND MAKING AVAILABLE AT HIGHER EDUCATION INSTITUTIONS EFFECTIVE FROM 2014

1. Basis of agreement

Teachers and students have educational and practical needs to be able to make copies and make available copyright protected material for their teaching and learning, respectively. To meet the needs of teachers and students, authors and publishers grant through this agreement with the higher education institution, 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 students 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 material 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:

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

higher education institution: the entity in which education, as defined in section 3, below, is conducted,

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

publisher-produced compulsory course literature: literature produced by a publisher that the student must obtain for examination, or that must be studied during the course,

rightholder: 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,

student: any person who takes part in educational activities,

teaching: teaching and comparable educational activities conducted at the higher educational institution described in section 3,

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 picture 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 higher education as defined in the Swedish Higher Education Act (1992:1434) and education that may lead to a qualification under the Act (1993:792) concerning Authority to Award Certain Qualifications.

The agreement also covers contract education governed by the Ordinance (2002:760) on contract education at higher education institutions or by agreements with the State and internal in-service training of the higher education institution's staff.

Furthermore, the agreement applies to such education under the auspices of the higher education institution as referred to in the Act (2009:128) on Higher Vocational Education and the Ordinance (2002:763) on higher education access programmes and the Ordinance (2007:432) on access programmes at higher education institutions.

4. Who is allowed to make copies and make available

The agreement gives teachers and students 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 students may e.g. photocopy and scan it. When the original is digital, teachers and students 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 right-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 students. 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 student may make copies for his/her own learning in a way that accords with the provision of paragraph one above.

Teachers and student may only make as many copies as are needed to provide one for each student 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 students.

The student may make copies for his/her own learning in a way that accords with the provision 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 students 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 a network, to which only the higher education institution's staff and students 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 students in a teaching group.

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

It is not permissible to make copies and make available if the purpose is to replace publisher-produced compulsory course literature.

Teachers and students may not make copies and make available

- a) publisher-produced compulsory course literature¹; however, single sections may be reproduced for projection in accordance with section 9, 3rd paragraph and may be reproduced and made available for an examination task,
- b) works stored in digital form if the higher education institution has entered into other agreement with rightholders that regulates such reproduction and making available,
- c) works if a rightholder has filed a prohibition against reproduction and making available of the rightholder's work by either of the parties,

¹ However, if such literature includes single works, of which only a minor section not exceeding 15 pages is to be read, the section may be reproduced and made available subject to the provisions of sections 7 and 9.

- 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 and single parts that form part of ensemble and orchestral material and that are available for hire or purchase,
- g) 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 for the teacher or teachers and students who are to take part in the performance of the work if the performance is to take place within the regular educational programme.

11. Moral rights and acknowledgement of source

The teacher and student 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.

12. 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 rightholders is obtained. A request for such consent may be made to the author of the work and/or to the publisher of the work.

The organizations concerned undertake to assist in arranging for consent to be given when publisher-produced course literature for the programme or course concerned is not available in the Swedish market.

13. Information and insight

The higher education institution 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 higher education institution is responsible for ensuring that individual officials within the organization do not act in contravention of the provisions of the agreement.

The higher education institution shall appoint a contact person 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 higher education institution 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 higher education institution instructs an external party to make copies for educational purposes, the higher education institution 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.

14. 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.