

# Licence Conditions

## Bonus Copyright Access

For reproduction and making available works protected by copyright, etc. for information purposes within the organization

### 1. LICENSORS

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The licensors are members of Bonus Copyright Access economic association, which is a joint management organization for them for, *inter alia*, this licence.

Pursuant to the provision on extended collective licence contained in section 42 b of the Copyright Act, under this licence the licensors also license works and other protected subject-matters whose right holders are not members of any of the licensors.

### 2. DEFINITIONS

The following definitions apply in this licence:

*reproduction*: digital copying (production of copies by scanning, uploading and downloading and printing out from digital source) and photocopying (production of copies on paper or overhead transparency sheets using reprographic processes including, fax),

*works, etc. that have been made public*: works that are lawfully made available to the public,

*making available*: communication, performance and distribution<sup>1</sup>,

*communication*: communication of reproductions by wired or wireless means that occurs from a place other than where the recipient can access them, including communication that occurs in such a way that the recipient may access them from a place and at a time individually chosen by the recipient,

*performance*: performance of reproductions with or without the use of a technical device in the same place in which the recipient can access the reproductions,

*Copyright Act*: the Act (1960:729) on Copyright in Literary and Artistic Works,

*Other protected subject-matters*: photographs<sup>2</sup> and catalogues, tables and other similar products<sup>3</sup> protected by neighbouring rights.

### 3. WHAT MAY BE REPRODUCED

The licensee may, subject to the rules of this licence, make copies of both Swedish and non-Swedish

- literary works<sup>4</sup> that have been made public,
- works of fine art<sup>4</sup> and photographs<sup>2</sup> that have been made public as well,
- compilations such as catalogues, tables and other similar products that have been made public<sup>3</sup>.

### 4. METHODS OF REPRODUCTION

The reproduction may take place by means of

- digital copying* (scanning, downloading and uploading and printing out), and
- photocopying* (production of copies on paper or overhead transparency sheets using reprographic processes including fax).

### 5. HOW THE REPRODUCTIONS AND OTHER DIGITAL COPIES MAY BE USED

#### *Digital reproductions and other digital copies*

##### *E-mail, uploading and storage*

Reproductions produced under this licence may be communicated internally within the organization. Examples of communication include e-mail, uploading and storage on a server that is only accessible to persons referred to in section 7, paragraph 2.

Digital copies that have not been produced under this licence may also be communicated in accordance with the above.

##### *Projection*

Reproductions produced under this licence may be performed internally within the organization. Examples of performance include projection on cloth or screen, e.g. using PowerPoint.

Digital copies that have not been produced under this licence may also be performed in accordance with the above.

##### *Photocopies and printouts*

Photocopies and printouts produced under this licence may be disseminated internally within the organization.

### 6. HOW MUCH MAY BE REPRODUCED

#### *Digital copying (excluding scanning)*

The licensee may reproduce corresponding to 15 A4 pages from the same digital source.

However, if a certain limited section such as a chapter or an article needs to be reproduced and the section exceeds the limitations stated above, the whole section may be reproduced.

Material on open websites may be reproduced without restriction, unless the material was placed on the Internet unlawfully.

### *Photocopying and scanning*

The licensee may reproduce 15 per cent of the number of page from the same publication (e.g. a book, newspaper or magazine), though not more than 15 pages.

However, if a certain limited section such as a chapter or an article needs to be reproduced and the section exceeds the limitations stated above, the whole section may be reproduced.

### *Number of copies*

As many copies as are required to meet the need

## **7. THE PURPOSE OF REPRODUCTION AND MAKING AVAILABLE**

Reproduction and making the copies available may take place only to meet the need for information within the organization, including internal training organised by the licensee.

This means that the copies may only be made available to employees of the organization and to other persons with another special connection with the organization, such as contractors, consultants and members of the bodies of the organization. Use outside the organization, such as for external information and advertising, public relations, sales and other marketing, is therefore not permitted.

The above provisions on making available also apply to digital copies that have not been produced under this licence.

Reproduction in the manner of a publishing company is not permitted. Use of reproductions in a publication that appears as an independent product with its own name, editor, etc. is thus not permitted even if the publication is only made available internally.

## **8. ACKNOWLEDGEMENT OF SOURCE**

The copies must identify the source from which the material has been reproduced and, where appropriate, the number, issue date or year of issue and, where specified, the name of the author or the photographer, respectively.

## **9. PROHIBITION AGAINST REPRODUCTION AND MAKING AVAILABLE**

The licence does not apply to reproduction and making available of

- a) computer programs and computer games,
- b) audio and audiovisual works (sound and moving images),
- c) musical works,
- d) works and other protected subject-matters on which the author or the author's right holders at the licensee or licensors has filed a prohibition against reproduction, communication or performance. The licensors undertake to inform the licensee as to any such prohibitions that may come to the licensor's attention. This duty is deemed to be discharged if a list of current prohibitions is made available on Bonus Copyright Access website at <http://en.bonuscopyright.se>,
- e) digitally stored works and other protected subject-matters if the licensee has entered into another agreement that governs reproduction, communication or performance

## **10. PAYMENT**

The payment is calculated according to the licensee's activities in terms of reproduction and making available works and other protected works covered by the licence. The payment is calculated in accordance with the tariff established by Bonus Copyright Access that is applicable at any given time.

The licensee makes payment for the first licence period after receiving an invoice from Bonus Copyright Access. Payment conditions: 30 days.

For future licence periods, payment is invoiced during November the year before the new licence period. Payment conditions: 30 days.

Bonus Copyright Access must be notified promptly of any changes to the organization that affect the size of the payment.

An unused licence is non-refundable.

## **11. LICENCE PERIOD AND TERMINATION OF THE LICENCE**

The licence enters into force on the date specified in the licence application and is valid until the turn of the year. Bonus Copyright Access sends a new invoice before the licence period ends. The licence is extended for the new licence period (calendar year) through payment of the invoice.

Bonus Copyright Access has a right to amend the general terms of the agreement at the time when the extension takes place.

If the licensee is in breach of this licence, the licensors have a right to give notice of termination of it with immediate effect.

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<sup>1</sup> C.f section 2 of the Swedish Copyright Act.

<sup>2</sup> C.f section 49 a of the Swedish Copyright Act.

<sup>3</sup> C.f section 49 of the Swedish Copyright Act.

<sup>4</sup> C.f section 1 of the Swedish Copyright Act.

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