



**COPYRIGHT AGENCY LIMITED<sup>®</sup>**

## **Education Agreement**

(for copying of works under Part VB of the Copyright Act 1968)

<b>THIS AGREEMENT IS MADE ON.....20.....</b>
<b>PARTIES.....("the Institution")</b> (name and, if applicable, ACN or ABN of the administering body of the Institution)
<b>OF..... Postcode.....</b> (Institution's street address)
<b>AND COPYRIGHT AGENCY LIMITED ACN 001 228 799</b> of Level 15, 233 Castlereagh Street, Sydney, New South Wales <b>(CAL)</b>

### 1. Remuneration Notices

<b>ADMINISTERING BODY:</b>	
<b>EDUCATIONAL INSTITUTION:</b>	<b>COMMERCIAL EDUCATIONAL INSTITUTION</b> <input type="checkbox"/> <b>NON-COMMERCIAL EDUCATIONAL INSTITUTION</b> <input type="checkbox"/>
<b>NAME (print the name of the person signing)</b>	<b>POSITION (print the position of the person signing)</b>
<b>NAME OF MAIN CONTACT (if different)</b>	<b>POSITION:</b>
<b>PHONE:</b>	<b>EMAIL:</b>
<b>POSTAL ADDRESS:</b>	
<b>DATE OF NOTICE:</b>	<b>COMMENCEMENT DATE:</b>

This notice cannot come into force before the day it is given to CAL. However, it may specify a later commencement date. This notice remains in force until it is revoked by the Administering Body in accordance with section 135ZZ of the *Copyright Act 1968*.

## HARDCOPY REMUNERATION USAGE

To: **COPYRIGHT AGENCY LIMITED** Level 15, 233 Castlereagh Street, SYDNEY NSW 2000

This notice is given to Copyright Agency Limited (CAL) in accordance with section 135ZU of the *Copyright Act 1968* (the Act). (The Administering Body) undertakes to pay equitable remuneration to Copyright Agency Limited (CAL) for licensed copies **made in hardcopy form or analogue form** made by it or on its behalf, under the statutory licence contained in Part VB of the Act, being copies made while this notice is in force.

The amount of equitable remuneration is to be assessed on the basis of a sampling system in accordance with any agreement entered into between the Administering Body and CAL.

Signed:

## ELECTRONIC REMUNERATION USAGE

To: **COPYRIGHT AGENCY LIMITED**

**electronic form and for licensed communications**

**made in**

Signed:

### 2. Acceptance of Terms and Conditions

The Administering Body applies for a CAL licence on the terms and conditions on the following page. Signed for and on behalf of the administering body named above:

Signature of authorised person	Signature of Witness
Name: (print)	Name of witness (print)

# CAL Terms and Conditions

## 1. REMUNERATION

### For Commercial Educational Institutions

- 1.1 The Administering Body must:
- by 30 May in each Year, provide to CAL the Gross Student Receipts for the preceding Year; and
  - by 30 June in each Year, pay CAL 0.3% of the amount advised under 1.1a as the Remuneration for that Year.
- Or

### For Non-Commercial Educational Institutions

- 1.1 The Administering Body must:
- by 30 May in each Year, provide to CAL the Student Enrolment for the preceding Year; and
  - by 30 June in each Year, pay CAL the Student Rate multiplied by the amount advised under 1.1a as Remuneration for that Year.

Where the Administering Body does not so notify, the Student Enrolment shall be the amount last notified plus 10%.

### General

- 1.2 The Administering Body must pay CAL interest at the Agreed Rate on any Remuneration outstanding under this agreement.
- 1.3 CAL will, by 31 March in each year, notify the Administering Body of the per Student Rate for that year for similar level institutions. Where CAL does not so notify, the per Student Rate will be that last notified.

## 2. OBLIGATIONS OF ADMINISTERING BODY

- 2.1 The Administering Body must:
- ensure that Licensed Reproductions are not provided to any person other than staff or students of the Educational Institution/s, or an Educational Institution in respect of which CAL advises a Remuneration Notice or Electronic Use Notice has been provided.
  - direct all its employees, agents and contractors who make Licensed Reproductions and Communications to comply with this clause 2;
  - take all reasonable steps to ensure that only those entitled to access Licensed Communications are able to do so; and
  - cause a notice in the prescribed form to appear before each Licensed Communication and to appear near all copying machines in its possession or control.

## 3. DATA COLLECTION

- 3.1 The Administering Body and any Educational Institution must participate in a Sampling System Survey and otherwise comply with all data collection required and notified by CAL from time to time.

## 4. TERM AND TERMINATION

- 4.1 This agreement commences on 1 January of the year the Remuneration Notices and Electronic Use Notices are received and will continue until terminated in accordance with this clause.
- 4.2 CAL or the Administering Body may, on 3 months written notice to the other party, terminate this agreement with effect on the next following 31 December.
- 4.3 If:
- a party (Defaulting Party) commits a breach of any obligation under this agreement which is not capable of remedy or continues to breach any obligation under this agreement (other than a breach which is not capable of remedy) for 30 days after receiving notice from the other party (Innocent Party) of that breach; or
  - the Defaulting Party is the subject of winding up proceedings under the *Corporations Act 2001*,
- the Innocent Party may, by notice to the Defaulting Party, terminate this agreement and recover from the Defaulting Party all losses, costs and expenses incurred by the Innocent Party.

## 5. RECORD KEEPING

- 5.1 The Administering Body must:
- keep accurate books of account and other records in sufficient detail to ensure that all amounts payable to CAL under this agreement, and the Administering Body's compliance with its obligations under this agreement, can be properly ascertained; and
  - provide CAL with such information as it may from time to time request in connection with this agreement.

## 6. CONFIDENTIALITY

- 6.1 Subject to clause 6.2, no party may during the term of this agreement or at any time after its termination (except in the proper course of performance of this agreement), disclose to any person without the previous consent in writing of the other party any confidential information of the other party.
- 6.2 CAL may use confidential information of the Administering Body to determine monies payable to CAL under this agreement, and distributions to its members and, for this purpose, disclose confidential information to CAL's auditors.
- 6.3 The obligations of confidentiality set out in this clause do not apply to confidential information which is:
- required to be disclosed by law;
  - in the public domain other than by breach of an obligation of confidence; or
  - disclosed to the party's legal advisers.

## 7. MISCELLANEOUS

- 7.1 All notices under this agreement must be in writing and given by personal delivery or pre-paid post at the addresses shown in this agreement or such other address or addresses as may be designated by either party from time to time in writing.
- 7.2 Failure or omission by a party at any time to enforce or require strict or timely compliance of any provision of this Agreement shall not affect or impair that provision in any way or the rights of that party to avail itself of the remedies it may have in respect of any breach of any such provision.
- 7.3 This Agreement contains the entire agreement between the parties and supersedes any other communication or representation made in connection with the subject matter.
- 7.4 If any provision of this Agreement is found to be void, illegal or unenforceable, that provision shall be deemed severable and the remaining provisions shall be read and applied as if the void, illegal or the unenforceable provision had been deleted.
- 7.5 This Agreement may only be varied, modified, amended or added to in writing executed by the parties.
- 7.6 The parties must bear their own costs, expenses and outgoings which may arise in connection with the preparation, negotiation and execution of this Agreement except any stamp duty payable must be borne by the Administering Body.
- 7.7 This Agreement is governed by the law of New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the Courts in New South Wales.

## GLOSSARY

When commencing with a capital letter:

**Act** means the Copyright Act 1968 (Cth)

**Agreed Rate** means the overdraft rate for overdrafts of \$100,000 or more charged by CAL's bankers plus 1% calculated on daily rests from the due date to the date of payment;

**Commercial Educational Institution** means an Educational Institution that is not a Non-Commercial Educational Institution;

**Educational Institution** means any educational institution operated by the Administering Body listed in the schedule or as notified by the Administering Body to CAL;

**Gross Student Receipts** means the gross amount paid by all students in the relevant Year to the Administering Body for courses conducted by or on behalf of the Administering Body including without limitation enrolment, library and course materials fees;

**Licensed Reproductions and Licensed Communications** means Reproductions and Communications made by or on behalf of the Administering Body in reliance on the Act;

**Non-Commercial Educational Institution** means an Educational Institution that is not conducted for the profit, direct or indirect, of any individual or individuals;

**Remuneration** means the amounts payable by the Administering Body for Licensed Reproductions and Licensed Communications under this agreement;

**Sampling System Survey** means a survey of Licensed Reproduction and Licensed Communication conducted at an Educational Institution under this agreement;

**Student Enrolment** means the total student enrolment of the Administering Body for the Educational Institutions operated by it;

**Student Rate** means the rate per student each Year as advised by CAL;

**Year** means a calendar year.

All other terms commencing with a capital letter have the meaning used in the Act.