

GENERAL TERMS & CONDITIONS FOR REPRODUCTION AT HIGHER EDUCATION INSTITUTIONS 2007

1. Purpose

Teachers have both an educational and a practical need to be able to reproduce copyright protected material for their teaching. Such needs can only to a limited extent be satisfied within the scope of legislation on copyright. As a result, to be allowed to reproduce material, teachers have to obtain the consent of the copyright holders. To meet the needs of teachers for reproduction and to assist them in the performance of their professional duties, the parties have entered into an agreement by which authors and publishers grant a certain right to reproduce copyright protected works in return for remuneration. As far as the parties are concerned, the purpose of the agreement is – in addition to meeting the said needs – to establish clarity as regards the scope of the right to make reproductions. Against that background, the following agreement has been entered into.

2. Definitions

The terms used in the agreement are defined as follows:

work: a literary or artistic work, or part thereof, to which copyright applies within the meaning of the Swedish Act on Copyright (1960:729) 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 work as defined in article 49 of the Copyright Act;

compulsory course literature published by a publisher: such literature published by a publisher that the student is required to obtain for an examination or that must be studied as part of the particular course:

publication: a book, booklet, compendium, brochure, sheet music or the like, or a newspaper, magazine or other periodical that contains one or several works;

slide: a large-format slide/overhead or a small-format picture/slide intended for projection;

rights holder: the person or entity who or which under the law or by an agreement owns the right to consent to copying within the meaning of this agreement.

3. Areas of education covered by the agreement

The agreement applies to higher education as defined in the Higher Education Act (1992:1434) and education that may lead to a degree under the Award of Certain Degrees Licensing Act (1993:792).

The agreement also applies to contract education under the Ordinance on Contract Education at Universities and University Colleges (2002:760) and internal in-service training for university/university college personnel that may be conducted at the particular higher education institution.

4. Basis of agreement

It shall not be possible to claim the right to make reproductions for private use that follows from article 12, paragraph 1 of the Copyright Act in place of the right to make reproductions that is granted through this agreement.

The agreement does not affect the right to make reproductions that follows from a

provision in the Copyright Act other than in article 12, paragraph 1 and article 42 c.

5. Methods of reproduction

The agreement covers all forms of graphic, photographic or similar reproduction, subject to the restrictions indicated below. Reproduction also includes printouts of works stored in digital form.

The agreement does not provide any right to store works in digital form in cases other than as described in section 9.5 below and when reproduction equipment based on digital scanning is used and a digitized form of the work is used briefly as a stage of transfer from paper original to paper copy/OH page, in a direct, uninterrupted process.

The agreement does not apply to the production of sound and moving pictures.

6. Who is allowed to make reproductions

Only teachers are entitled to make reproductions under the agreement. The teacher may instruct someone else to make the reproductions. Reproductions may only be made for the purposes of the teacher's own teaching, and must normally be performed on the equipment of the particular higher education institution.¹

Thus, under the agreement, students do not enjoy a separate right to make reproductions other than the right that follows from article 12 of the Copyright Act.

7. What may be reproduced

Under the agreement and on the basis of article 42 c of the Copyright Act, subject to the rules stated below, it is permissible to make reproductions from all 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.

8. Teachers' reproduction for themselves

Teachers may always make a copy, for themselves, of a work in the form of a paper copy. In such cases, the work may be reproduced in its entirety.

9. Teachers' reproduction for students

9.1 Only supplementary

Reproduction as described in sections 9.2-9.5 below is allowed only to supplement compulsory course literature published by a publisher.

9.2 Permissible number of copies that may be reproduced

Teachers may only reproduce as many copies as are needed to provide one for each student and a few for themselves.

9.3 Permissible number of pages that may be reproduced

If the original publication is on paper, the teacher may, unless section 10 below directs otherwise, reproduce no more than 15 percent of the pages in the publication, but not more than 15 pages, in the same academic 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 nevertheless be reproduced.

If the original is in digital form, a printout of no more than 15 A4 pages may be made in the same academic year and on behalf of the same students, unless section 10 below directs otherwise. The reproduction may be made in the form of a printout or photocopy

¹ Cf. Section 13, paragraph 3.

of a printout.

9.4 Copying of music notation material

Over and above the provisions of sections 8 - 9.3. of the present agreement, the following specific conditions apply to music notation material.

- a) If, in a composite work comprising musical notation, a separate musical work or an entire section of a work is included that is available in the market as a separate edition, no more than 20 percent of the number of pages of the separate work may be reproduced. This proportion of the total may be rounded up to the nearest number of whole pages.
- b) Choral material and single parts that form part of ensemble and orchestral material and that are available in the Swedish market as separate editions may not be reproduced.

The expression “is available in the Swedish market” is where the musical notation editions are available from the publisher or the distributor from whom the higher education institution normally acquires musical notation. The requirement of availability is deemed to be satisfied if, on request to the distributor or publisher, either declares they are able to deliver the desired number of copies within a reasonable period.

- c) Reproduction of a musical work for public performance is only permitted if the performance takes place within the regular educational programme.

9.5 Production of OH and digital presentation pictures etc.

Subject to the other provisions of this agreement, teachers are permitted to produce one or several copies in the form of slides for use exclusively for their own students during the current academic year. However, duplication of copyright protected slides is not permissible.

Copies may also be produced in digital form for projection via a presentation program. Handouts of digital presentation pictures as described here may be printed out and distributed to the students.

Only single frames of videograms and films intended for showing in the form of moving images may be reproduced.

10. Exceptions to the right to make reproductions

The teacher may not make reproductions

- a) of compulsory course literature published by a publisher²,
- b) of a printout or make printouts of works stored in digital form if the higher education institution has entered into another agreement with rights holders that regulates the production of copies of this type,
- c) if a rights holder has filed a prohibition against copying of the rights holder’s work by either of the parties.

11. Acknowledgement of source

The teacher is under a duty to ensure that the source, along with the name of the author or photographer, respectively, is acknowledged on the copies produced.

² If such literature includes individual works of which only a minor section not exceeding 15 pages are to be read, the section may be reproduced subject to the provisions of section 9.3, above. Copies of such literature may also be produced as stipulated in the provisions of section 9.5.

12. Reproduction outside the scope of the agreement

Reproduction outside the scope of what is allowed by the Copyright Act or the agreement may only take place if the consent of the rights holder is obtained. Requests for such consent may be directed to the authors and/or the publisher who has published the work.

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

13. Insight and information; infringement of rights

The higher education institution undertakes to ensure that the personnel concerned are informed as to the implications of this agreement. At every higher education institution, an official shall be designated as contact person vis-à-vis Bonus Presskopia, the administrative organization jointly representing the organizations, with regard to issues arising from the agreement. The parties agree that the higher education institution, as a public authority, is responsible for ensuring that individual officials within the organization do not act in contravention of the provisions of the agreement.

The organizations represented by Bonus Presskopia are entitled to receive any information that the organizations may request as to how the agreement is being implemented. By arrangement with the contact person, this may for example take place via visits to operational units or it may be arranged that a selected institute or a central printing facility supplies Bonus Presskopia – for a limited period for verification purposes – with extra copies of everything that is reproduced for teaching activities.

If the higher education institution instructs an external reproduction company to perform reproduction for educational activities, the higher education institution undertakes vis-à-vis the organizations to guarantee, via an agreement with the company, the right described in the second paragraph accruing to the organizations represented by Bonus Presskopia.

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 and destruction of unlawfully produced material.

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