



Statutory Education Licence: how it works

Do you know how much material you can legally copy and communicate to your students?

Do you know if your organisation has the correct measures in place to avoid copyright infringement?

Do you know how to provide your students with the highest quality up-to-date material from anywhere in the world?

Most works are covered by copyright. If your staff members copy and share text, tables, graphs or images that were created by others, they'll usually need permission from the copyright owner to do so – even if they use less than 10% of the content.

Immediate use of content from any source

The Statutory Education Licence allows all staff to copy and communicate copyright works for educational purposes, from any source, anywhere in the world, without having to seek permission prior to use. Under the licence you can:

- Use content from a range of sources such as books, newspapers, journals, printouts, photocopies, websites.

COPYRIGHTAGENCY

We're an Australian not-for-profit organisation that represents over 40,000 members – from publishers, journalists and authors to media companies, illustrators, surveyors and artists. We collectively license their copyright, so your organisation can legally use the content and be confident that creators are being paid fairly for their work. This allows high-quality content that educators value the most to continue to be created.

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- Use text and images in any format (printed, digital)
 - Make as many copies as you need
 - Make copies offsite
 - Scan printed content
 - Make content available on a learning management system
 - Email content to students
 - Adapt and compile with other resources or text written by teachers.

Key benefits to your institution



Efficient

Immediate use of an abundance of worldwide material



Simple

No need to keep records or seek permission from the creator



Cost-effective

Annual fees from less than \$140 a year



Collaborative

Share knowledge and information with your students and colleagues



Compliant

No need to monitor what your staff are copying or communicating



“The licence is such a simple and cheap solution to avoiding copyright breaches. No more worrying about chasing permission from authors or journals when using articles for teaching purposes. Almost too easy to be true.”

Dr Lucy van Baalen

Teacher and Course Coordinator, Australian Medical Acupuncture College

How much can you copy once your institution has the licence in place? Here are a few examples*.

	Work not commercially available	Work available for purchase
Text books	All of it	A 'reasonable portion', e.g. 1 chapter, or 10% of the pages – whichever is greater
Articles from newspapers and journals	All of it	1 article (or more than 1 if they are on the same subject)
Documents downloadable from a website	All of it	A 'reasonable portion'
Quotes	All of it	n/a
Digital images	Any digital image from any source	Any digital image from any source
Hardcopy images	Any hardcopy image from any source	If surrounded by text

* This fact sheet is a guide only. Refer to the licence agreement for full terms and conditions. For independent information on copyright please visit the Australian Copyright Council website www.copyright.org.au

Getting your
licence is easy

For more information, contact our
Educational Licensing Department below.

t 1800 066 844
f 02 9394 7601
e educationlicences@copyright.com.au

Level 12, 66 Goulburn Street
Sydney NSW 2000
www.copyright.com.au

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To: Copyright Agency

This notice is given to Copyright Agency in accordance with section 113Q of the Copyright Act 1968 (the Act). This notice shall come into force on the Commencement Date and will remain in force until the termination of this agreement. The Administering Body undertakes to pay equitable remuneration to Copyright Agency for licensed copying and communicating of works done by it or on its behalf under the statutory licence contained in Division 4 of Part IVA of the Act, being copies or communications made while this notice is in force.

1. Remuneration Agreement Terms and Conditions For Commercial Educational Institutions

1.1 The Administering Body must:

- a. by 1 March in each Year, provide to Copyright Agency the Gross Receipts for the preceding financial year; and
- b. pay Copyright Agency 0.3% of the amount advised under 1.1a as the Remuneration for that Year within 30 days of the date of Copyright Agency's invoice.

Or

For Non-Commercial Educational Institutions

1.1 The Administering Body must:

- a. by 30 April in each Year, provide to Copyright Agency the Student Enrolment for the preceding Year; and
- b. pay Copyright Agency the Student Rate multiplied by the amount advised under 1.1a as Remuneration for that Year within 30 days of the date of Copyright Agency's invoice.

General

- 1.2 If the Administering Body fails to provide the information required by clause 1.1, and without derogation from its obligation to provide that information, it must pay Copyright Agency Remuneration based on the number provided by the Administering Body to Copyright Agency under clause 1.1a for the preceding Year plus 5%.
- 1.3 The Administering Body must pay Copyright Agency interest at the Agreed Rate on any Remuneration outstanding under this agreement beyond the due date and Copyright Agency's costs if it is required to refer an outstanding invoice to an external debt recovery agency.
- 1.4 Copyright Agency will, by 31 March in each Year, notify the Administering Body of a Non-Commercial Educational Institution of the per Student Rate for that Year for similar level institutions.

2. Obligations of Administering Body

2.1 The Administering Body must:

- a. 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 Copyright Agency advises a Remuneration Notice has been provided;
- b. take all reasonable steps to ensure that only those entitled to access Licensed Communications are able to do so;
- c. 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;
- d. inform Copyright Agency of any changes to its operation which may affect the eligibility of the Administering Body to rely on the statutory licence for educational institutions in the Act; and

e. direct all its employees, agents and contractors who make Licensed Reproductions and Communications to comply with this clause 2.

3. Limits on Reproduction and Communication

3.1 The parties acknowledge that, for the purposes of this agreement, the limits which apply to Licensed Reproductions and Licensed Communications are those which were set out in Divisions 2 and 2A of Part VB of the Act as at 1 January 2017.

4. Data Collection

4.1 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 Copyright Agency from time to time.

5. Term and Termination

5.1 This agreement commences on 1 January of the Year the Remuneration Notice is received and then continues from Year to Year unless and until terminated in accordance with this clause.

5.2 Either party may terminate this agreement upon giving to the other party at least three (3) month's written notice. The Administering Body agrees that the termination of this agreement shall also be taken to be a revocation of its Remuneration Notice.

5.3 If:

- a. 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
- b. 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.

6. Record Keeping

6.1 The Administering Body must:

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

7. Confidentiality

7.1 Subject to clause 7.2, 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.

7.2 Copyright Agency may use confidential information of the Administering Body to determine monies payable to Copyright Agency under this agreement, and distributions to its members and, for this purpose, disclose confidential information to Copyright Agency' auditors.

7.3 The obligations of confidentiality set out in this clause do not apply to confidential information which is:

- a. required to be disclosed by law;
- b. in the public domain other than by breach of an obligation of confidence; or
- c. disclosed to a party's legal advisers.

8. Miscellaneous

8.1 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

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party from time to time in writing.

- 8.2 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.
- 8.3 This agreement contains the entire agreement between the parties and supersedes any other communication or representation made in connection with the subject matter.
- 8.4 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.
- 8.5 This agreement may only be varied, modified, amended or added to in writing executed by the parties.
- 8.6 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.
- 8.7 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);

Administering Body means a body administering an Educational Institution as referred to in the Act;

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

Commencement Date means 1 January of the Year the Remuneration Notice is received by Copyright Agency;

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

Educational Institution means any educational institution within the meaning of the Act operated by the Administering Body as notified by the Administering Body to Copyright Agency;

Gross Receipts means annual gross turnover from all training activity including, without limitation:

- a) all student fees including, enrolment fees, tuition fees, library fees and course material fees;
- b) fee for service training; and
- c) government funded and employer funded placements;

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;

Remuneration Notice means any written notice or notices given by the Administering Body to Copyright Agency under either section 113Q or the now repealed section 135ZU of the Act, in respect of Licensed Reproductions and Licensed Communications;

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

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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 Copyright Agency; and

Year means a calendar year.

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