



Terms & Conditions Applicable to Customers of Isentia Pty Ltd

Downstreaming Licence Terms and Conditions: Government Copy and Communication Rights

In obtaining Copies of Licensed Works from the Licensed Press Monitoring Service which you wish to make available to Nominated Users, you agree to the following licence conditions with Copyright Agency Limited ABN 53 001 228 799 for the Copying and Communication of Licensed Works.

1. Definitions

In this licence:

Act means the Copyright Act 1968.

Article means each separate article published in a Licensed Work.

Communicate means to make a work available in digital or other electronic machine-readable form to Nominated Users by means of the Licensee's Intranet or by email.

Copy means:

1) as a verb:

- a) to make a digital or other electronic machine-readable reproduction of a Licensed Work; or
- b) to make a hardcopy directly or indirectly from an electronic reproduction of a Licensed Work; and

2) as a noun, a reproduction so made.

CopyCo means CopyCo Pty Ltd ABN 92 081 273 127, which has appointed Copyright Agency as its agent for the purpose of licensing Articles contained in most Australian newspaper and magazine publications.

Excluded Work means a work which Copyright Agency has not been authorised to include in this agreement.

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999.

Intranet means the system of electronic communication established by the Licensee for confidential internal use and accessible to its employees and directors only.

Licence Year means 12 months from 1 July or any other date as notified and every 12 months thereafter.

Licensed Press Monitoring Service means the press monitoring service operated by Isentia Pty Ltd which holds a press monitoring licence from Copyright Agency for Copying and Communication rights and has been authorised by Copyright Agency to receive payments under this licence.

Licensed Work means a work, including a portion of a work, contained in a newspaper, magazine or similar periodical for which Copyright Agency has been authorised to accept payment for use under this agreement.

Nominated Users means each employee or director of the Licensee of which you have advised the Licensed Press Monitoring Service under clause 3.1(a).

2. Agreement on Terms

- 2.1 For the purposes of s.183(5) of the Act, these terms constitute agreement on the terms for Copying and Communication to Nominated Users of Licensed Works.
- 2.2 By reason of this agreement, the Government is not obliged under s.183(4) of the Act to inform the owner of copyright in a Licensed Work of the Copying or Communication of that work.

3. Licence Fees

- 3.1 Licence fees are calculated and invoiced as follows:
 - a. You will advise the Licensed Press Monitoring Service of the number of Nominated Users who are covered by this licence; and
 - b. The Licensed Press Monitoring Service will invoice you for the number of Nominated Users as per Copyright Agency's schedule of fees.
- 3.2 Licence fees may be increased by Copyright Agency on 30 days' notice.

4. General obligations

You must:

- a) ensure that each Copy of a Licensed Work retains or is marked with the identification of the publication it came from and the copyright statement endorsed by the Licensed Press Monitoring Service;
- b) ensure that each Copy of a Licensed Work is Copied in full without any editing or changes.
- c) only Communicate or provide Copies of Licensed Works to Nominated Users;
- d) not store a Licensed Work as an email or on a database or Intranet for longer than 12 months;
- e) notify the Licensed Press Monitoring Service of the number of Nominated Users for each Licence Year, if applicable, not less than 21 days before the commencement of that Licence Year;
- f) provide to Copyright Agency promptly the information reasonably required to assess and substantiate the licence fees;
- g) provide Copyright Agency, upon 5 working days' written notice, access to all premises, records, information and materials that relates to the assessment and substantiation of licence fees; and
- h) give prompt notice of any claim for infringement of copyright arising under this agreement, not compromise or settle such claim without the prior written consent of Copyright Agency and permit Copyright Agency to have conduct of the claim or action in your name.

5. Copyright Agency obligations

Copyright Agency must:

- a) bear the cost of any inspection under clause 4(g), unless the inspection reveals that you have underpaid licence fees to Copyright Agency by 5% or more, in which case you will pay the cost of the inspection;
- b) maintain on its website details of Excluded Works.

6. Ownership of information

The parties acknowledge that the information provided in accordance with this licence in respect of Licensed Works licensed to Copyright Agency by CopyCo is the property of CopyCo and will be provided to Copyright Agency as the agent of CopyCo.

7. Term

This agreement continues until:

- a) either party, on 30 days' written notice, terminates the agreement; or
- b) a party continues to breach any obligation under the agreement for 10 days after notice from the other party; or becomes externally administered or stops payment of or is unable to pay its debts (written the meaning of the Corporations Act); or ceases to carry on business and the other party, by notice terminates this agreement.

8. Amendment to Licence Terms and Conditions

Copyright Agency has the right to amend these terms by providing 30 days' notice. If you do not agree to the changes you may terminate the agreement.

Downstreaming Licence Terms and Conditions: Commercial Copy and Communication Rights

In obtaining Copies of Licensed Works from the Licensed Press Monitoring Service which you wish to make available to Nominated Users, you agree to the following licence conditions with Copyright Agency Limited ABN 53 001 228 799 for the Copying and Communication of Licensed Works.

1. Definitions

In this licence:

Article means each separate article published in a Licensed Work other than an advertisement.

Communicate means to make a Licensed Work available in digital or other electronic machine-readable form to Nominated Users by means of the Licensee's Intranet or by email.

Copy means:

1) as a verb:

- a) to make a digital or other electronic machine-readable reproduction of a work; or
- b) to make a hardcopy directly or indirectly from an electronic reproduction of a Licensed Work; and

2) as a noun, a reproduction so made.

CopyCo means CopyCo Pty Ltd ABN 92 081 273 127, which has appointed Copyright Agency as its agent for the purpose of licensing Articles contained in most Australian newspaper and magazine publications.

Excluded Work means a work which Copyright Agency has not been authorised to include in this agreement.

GST has the same meaning as in the New Tax System (Goods and Services Tax) Act 1999.

Intranet means the system of electronic communication established by the Licensee for confidential internal use and accessible to its employees and directors only.

Licence Year means 12 months from 1 July or any other date as notified and every 12 months thereafter.

Licensed Press Monitoring Service means the press Monitoring service operated by Isentia Pty Ltd which holds a press monitoring licence from Copyright Agency for Copying and Communication rights, and has been authorised by Copyright Agency to receive payments under this licence.

Licensed Work means a work, including a portion of a work, contained in a newspaper, magazine or similar periodical which Copyright Agency has been authorised to license under this agreement, other than an Excluded Work.

Nominated Users means each employee or director of the Licensee of which you have advised the Licensed Press Clipping Service under clause 3.1(a).

2. Licence

Copyright Agency grants you a non-exclusive non-transferable licence to Copy and Communicate to Nominated Users Licensed Works on the terms of this agreement.

3. Licence Fees

3.1 Licence fees are calculated and invoiced as follows:

- a. You will advise the Licensed Press Monitoring Service of the number of Nominated Users who are covered by this licence; and
- b. The Licensed Press Monitoring Service will invoice you for the number of Nominated Users as per its schedule of fees.

3.2 Licence fees may be increased by the Licensed Press Monitoring Service on 30 days' notice.

3.3 GST must be paid in addition to licence fees.

4. General obligations

You must:

- a) ensure that each Copy of a Licensed Work retains or is marked with the identification of the publication it came from and the copyright statement endorsed by the Licensed Press Monitoring Service;
- b) ensure that each Copy of a Licensed Work is Copied in full without any editing or changes;
- c) only Communicate or provide Copies of Licensed Works to Nominated Users;
- d) not store a Licensed Work as an email or on a database or Intranet for longer than 12 months;
- e) notify the Licensed Press Monitoring Service of the number of Nominated Users for each Licence Year, if applicable, not less than 21 days before the commencement of that Licence Year;
- f) provide to Copyright Agency promptly the information reasonably required to assess and substantiate the licence fees;
- g) provide Copyright Agency, upon 5 working days' written notice, access to all premises, records, information and materials that related to the assessment and substantiation of licence fees; and
- h) give prompt notice of any claim for infringement of copyright arising under this agreement, not compromise or settle such claim without the prior written consent of Copyright Agency and permit Copyright Agency to have conduct of the claim or action in your name.

5. Copyright Agency's obligations

Copyright Agency must:

- a) bear the cost of any inspection under clause 4(g), unless the inspection reveals that you have underpaid licence fees to Copyright Agency by 5% or more, in which case you will pay the cost of the inspection; and
- b) maintain on its website details of Excluded Works.

6. Ownership of information

The parties acknowledge that the information provided in accordance with this licence in respect of Licensed Works licensed to Copyright Agency by CopyCo is the property of CopyCo and will be provided to Copyright Agency as the agent of CopyCo.

7. Term

This agreement continues until:

- a) either party, on 30 days' written notice, terminates the agreement; or
- b) a party continues to breach any obligation under the agreement for 10 days after notice from the other party; or becomes externally administered or stops payment of or is unable to pay its debts (written the meaning of the Corporations Act); or ceases to carry on business and the other party, by notice terminates this agreement.

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