



SCHOOLS

**PROTOCOL FOR THE PROCESSING OF
WEBSITE COPYRIGHT NOTICES**

2019

Version 0.1

Copyright Agency Limited

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Revision/Amendment History

EDITION NO.	DATE	SUMMARY OF CHANGES	CONTRIBUTORS
0.1	15/11/18	<p>Draft changes proposed per CA and CAG review (6/11/18)</p> <p>Removed excluded term and condition hierarchy (2.)</p> <p>Inserted agreed website examples for all Annexures</p> <p>Added commentary at Annexure C & E on pre-existing blanket exclusions as advised by Government departments</p> <p>General reformatting of explanations within the annexures for ease of reference</p>	CA & CAG

1. BACKGROUND

Copyright Agency (CA) and Copyright Advisory Group (CAG) have agreed that an examination will be made of the copyright notice on each website identified in the Schools EUS and Hardcopy survey to determine their remunerable status.

As part of this examination, CA will classify the website copyright notice according to one of the following classifications:

- 1 Personal use (included)
- 2 Non-commercial use (excluded)
- 3 Use in your organisation (excluded)
- 4 Free copying (excluded)
- 5 Free for education (excluded)
- 6 No terms and conditions but contains a © statement (excluded)
- 7 No terms and conditions (excluded)
- 8 Copying not permitted (included)
- 9 Reference to the Australian Copyright Act/Educational Statutory Licence (included)
- 10 Password protected (TBA – researcher will check the register of licences and information received directly from the Top 20 publishers to confirm whether included or excluded)

Should a website appear in the “Password Protected” category (10), the Register of Licences (ROL) and the information received from the Top 20 publishers will be examined to determine if the relevant school or jurisdiction holds a licence.

2. WEBSITES WITH MULTIPLE TERMS

A website’s copyright notice may contain a combination of classifications.

Classifications 6 to 10 are generally exclusive, whereas items 1 to 5 may involve a combination of terms.

CA will only make a single classification when researching the records. The classification hierarchy is as follows:

- 1) Excluded categories will take preference over all included categories
- 2) Careful consideration needs to be made for category 1 (personal use) which can reference both included and excluded terms. See the personal use annexure A for further details.

3. UNAUTHORISED CONTENT ON WEBSITES

When a researcher determines that an unauthorised work is included on a website, these unauthorised works will not be processed in accordance with the terms and conditions of that website. The record will be classified as ‘Copying Not Permitted – Unauthorised Copying’.

Common examples include unauthorised reproduction of lyrics or fine artworks on websites.

4. LOCATING A WEBSITE COPYRIGHT NOTICE

A copyright notice (or terms and conditions) will often be found as a link on the homepage of the website. However, the researcher should always inspect the actual copied page or deep-link taking note of specific terms which apply to the copied content, for example a Creative Commons licence beneath a photo. Refer to the Annexure for more information about Creative Commons examples.

Some areas where the copyright notice may be located include:

- Copyright
- Terms / Terms of Use / Terms and Conditions
- About Us
- Disclaimer
- Privacy / Privacy and Legal
- The © symbol

4. CLASSIFICATION CODES IN DETAIL

The following annexure provides further context to assist in the interpretation of the terms of user and examples to assist staff in applying the correct classification. Where you cannot identify the correct term, refer the website to your co-ordinator or manager for determination.

ANNEXURE A
Metcalf Category 1: Personal Use (included)

A work appearing on a website that has a copyright notice containing one of the following phrases will be classified as *Personal Use*:

- personal use
- private or individual use
- personal reference only
- personal **AND** [*emphasis added*] non-commercial use
- personal, [*emphasis added*] non-commercial use

PLEASE NOTE that if the website contains the words: personal OR non-commercial use then the website will be classified as non-commercial use.

EXAMPLE 1

Source: <https://www.fairfaxmedia.com.au/>

Licence: <https://www.fairfaxmedia.com.au/company/conditions-of-use/conditions-of-use>

Intellectual Property

Except where expressly provided otherwise in the Conditions, you do not have any right, title or interest in or to any proprietary rights relating to the Fairfax Network.

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Nothing displayed on the Fairfax Network should be construed as granting any right of use in relation to any logo, masthead or trade mark displayed on the Fairfax Network without the express written consent of the relevant owner.

EXAMPLE 2

Source: <https://www.cambridge.org>

Licence: <https://www.cambridge.org/about-us/legal-notices/copyright/>

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EXAMPLE 3

Source: <http://www.sparknotes.com/>

Licence: <http://www.sparknotes.com/legal>

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ANNEXURE B

Metcalf Category 2: Non-Commercial Use (excluded)

A work appearing on a website that has a copyright notice containing one of the following phrases will be classified as non-commercial use:

- non-commercial use
- personal **OR** [emphasis added] non-commercial use
- Creative Commons licences with a non-commercial aspect

The following are some examples of creative commons non-commercial notices:

CC BY-NC



CC BY-NC-SA



CC BY-NC-ND



EXAMPLE 1

Source: <http://www.bath.ac.uk/web/>

Licence: <http://www.bath.ac.uk/web/copyright>

All material on any of the University's Web sites is, unless specified otherwise, copyright of the University of Bath and may not be reproduced without prior permission.

You may copy, print or download onto disc material for non-commercial use provided that any existing copyright or other intellectual property notices are retained.

You may not use or distribute material from this site or change the content of these pages in any way for any public or commercial purpose other than with the express written consent of the University of Bath and on such terms as the University of Bath may specify. The University logo is a registered trade mark of University of Bath and should not be used without permission; requests to use the logo should be sent to web-support@bath.ac.uk.

EXAMPLE 2

Source: <http://www.sydneywater.com.au>

Licence: <http://www.sydneywater.com.au/SW/Aboutoursite/Copyright/index.htm>

Copyright

Our website contains a range of items that belong to us and are protected by copyright law under the Copyright Act 1968. This includes:

- Information
- Data
- Documents
- Pages
- Images (including the Sydney Water logo and other registered trademarks)
- audio files
- videos

We encourage the availability and exchange of public information. You may copy, distribute, display and download the material on our website for any non-commercial purposes. However, you must include the copyright notice "© Sydney Water" with any material you use.

EXAMPLE 3

Source: <http://www.sparklebox.co.uk/>

Licence: <http://www.sparklebox.co.uk/copyright/>

All our products are provided for use under the following copyright licence and, by downloading, you agree to abide by the following terms:

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(www.sparklebox.co.uk)

You are free to copy, distribute, display, and perform the material provided

- you give SparkleBox credit, acknowledging www.sparklebox.co.uk as the source;
- it is not for commercial use (this includes offering products in exchange for money or using them in such a way as to generate
- direct or indirect income for personal or business gain);
- the digital versions of our products are not altered, transformed or built upon in any way.

For any reuse or distribution, you must make clear to others these licence terms.

Any of these conditions can be waived if you obtain explicit permission from SparkleBox Teacher Resources Limited.

If you have any questions about these conditions, please feel free to [contact us](#).

ANNEXURE C

Metcalf Category 3: Use in Your Organisation (excluded)

A work appearing on a website that has a copyright notice containing one of the following phrases will be classified as use in your organisation:

- use in your organisation
- your personal, non-commercial **OR** [emphasis added] use within your organisation

Australian State & Territory and Federal Government websites commonly use 'use in your organisation' terms of use. Note that these terms of use are commonly trumped due to blanket exclusion advice received which excludes most government content from Statutory licence schemes.

EXAMPLE 1

Source: <https://vnpa.org.au>

Licence: <https://vnpa.org.au/about/terms-privacy/>

Unless otherwise indicated, this work is the copyright of the Victorian National Parks Association Inc (VNPA). You may display, print, download or reproduce the material contained on this website in an unaltered form only for your personal, non-commercial use or use within your organisation. All other rights are reserved.

EXAMPLE 2

Source: <https://beta.health.gov.au/>

Licence: <https://beta.health.gov.au/using-this-website/copyright>

© Commonwealth of Australia

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- internal use within your organisation.

You must retain this copyright notice and all disclaimer notices as part of any reproduction. You are not permitted to use any photographic images on this website. You must not use the whole or any part of the content on this website for any commercial purpose.

Apart from any use as permitted under the [Copyright Act 1968](#) (for example, 'fair dealing') or allowed by this copyright notice, all other rights are reserved.

EXAMPLE 3

Source: National Film and Sound Archive

Licence: <https://www.nfsa.gov.au/corporate-information/legal-notices#Copyright>

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Collection Reference

National Film and Sound Archive of Australia

GPO Box 2002

Canberra ACT 2601

Australia

Email: access@nfsa.gov.au

ANNEXURE D

Metcalf Category 4: Free Copying (excluded)

A work appearing on a website that has a copyright notice containing one of the following phrases will be classified as free copying:

- free copying
- public domain
- free use
- free to use
- Creative Commons licences with a free copying element for example:

CC BY



CC BY-ND



CC BY-SA



CC0



EXAMPLE 1

Source: <http://en.wikipedia.org>

Licence: <https://en.wikipedia.org/wiki/Wikipedia:Copyrights>

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The English text of the CC BY-SA and GFDL licenses is the only legally binding restriction between authors and users of Wikipedia content. What follows is our interpretation of CC BY-SA and GFDL, as it pertains to the rights and obligations of users and contributors.

EXAMPLE 2

Source: <http://pixabay.com>

Licence: <https://pixabay.com/en/service/terms/>

Using Images and Videos

Images and Videos on Pixabay are released under [Creative Commons CC0](#). To the extent possible under law, uploaders of Pixabay have waived their copyright and related or neighboring rights to these Images and Videos. You are free to adapt and use them for commercial purposes without attributing the original author or source. Although not required, a link back to Pixabay is appreciated.

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a) Imagery depicting identifiable persons, logos, brands, etc. may be subject to additional copyrights, property rights, privacy rights, trademarks etc. and may require the consent of a third party or the license of these rights - particularly for commercial applications.

b) Images and Videos may not be used in a way that shows identifiable persons in a disgraceful light, or to imply endorsement of products and services by depicted persons, brands, and organisations - unless permission was granted.

EXAMPLE 3

Source: <https://climatechangeconnection.org>

Licence: <https://climatechangeconnection.org/legal-terms/>

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ANNEXURE E Metcalf Category 5: Free for Education (excluded)

A work appearing on a website that has a copyright notice containing one of the following phrases is considered free for education:

- Free for education
- NEALS*



Note that works which CA has been advised to exclude under the **NEALS** licence are excluded at the point of entry. However, if researchers discover a NEALS work which has not been excluded at the point of entry, they will request the Rights Management team to record the NEALS exclusion against the work.

Most State & Territory government schools will also already be excluded from the data set due to the blanket licences received excluding most of this content from statutory licence schemes.

EXAMPLE 1

Source: <http://www.cambridge.edu.au/seniormaths>

Licence: Terms and Conditions link at bottom on homepage

A Teacher, or a User who is a teacher, may use Site Material for classroom instructional purposes such as projecting it onto a whiteboard, displaying it by means of other electronic media or printing it and distributing it to their students. Site Material also may be downloaded (excluding the PDF Textbook) to digital media for use within a school by Subscribers but must be immediately removed upon expiry of the subscription unless renewal is pending. The use of the Site Materials by a Teacher, or by a User who is a teacher, for any purpose other than the instruction of the students in their class at a time when their right to use the Site Materials is current or in the process of renewal, will constitute a breach of these Terms of Use

EXAMPLE 2

Source: <http://www.teacherspayteachers.com>

Licence: <https://www.teacherspayteachers.com/Terms-of-Service>

As an Assignee of an Individual License, the Seller permits you to:

- Use the Resource for personal, educational, and instructional use only ("Personal Use"). This means you can use Resources for your own personal purposes, for your individual study, and to teach your students.
- Print and make copies of downloadable Resources as necessary for Personal Use. Copies may be made and provided to your students, classroom aides, and substitute teachers as necessary. Copies may also be made for students' parents, classroom observers, supervisors, or school administrators for review purposes only. Hard goods and video resources may not be copied, shared, or otherwise reproduced.

EXAMPLE 3

Source: Oxfam

Licence: <https://www.oxfam.org.au/copyright/>

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ANNEXURE F

Metcalf Category 6: No Terms and Conditions but contains a © symbol (excluded)

This is classification used where no terms and conditions are found on the site, but the site includes a © symbol. Any records tagged with this should be double checked by the researcher to make sure they have not missed a websites terms and conditions.

ANNEXURE G

Metcalf Category 7: No terms and conditions (excluded)

This is the classification used when there are no terms, conditions or any sign of a © symbol on a website. Again, any records tagged with this should be double checked by the researcher to make sure they have not missed a websites terms and conditions.

ANNEXURE H

Metcalf Category 8: Copying not permitted (included)

A work on a website will be classified as copying not permitted if it contains a statement detailing that the work is not to be reproduced without permission. This includes the statement: “All Rights Reserved” in the absence of any of the other exclusionary terms.

In addition, when a researcher determines an unauthorised work is included on a website, these unauthorised works will not be processed in accordance with the terms and conditions of that website. The record will be classified as ‘Copying Not Permitted – Unauthorised Copying’.

Common examples include unauthorised reproduction of lyrics or fine artworks on websites.

EXAMPLE 1

Source: <http://www.alamy.com>

Licence: <https://www.alamy.com/terms/australia.asp>

© All Rights Reserved

EXAMPLE 2

Source: <https://www.cartoonstock.com/>

Licence: <https://www.cartoonstock.com/terms.asp#linkSix>

5.1 All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to CartoonStock® or otherwise used by CartoonStock® as permitted by law.

5.2 In accessing the Website you agree that none of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder.

EXAMPLE 3

Source: <https://www.penguin.co.uk>

Licence: <https://www.penguin.co.uk/company/about-us/notices/terms---conditions.html>

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ANNEXURE I
Metcalfe Category 9: References to the Australian Copyright Act/Educational Statutory Licence (included)

This classification is used when a website copyright notice either explicitly sets out that Australian educational institutions may copy under Part VB of the Act, educational statutory licence **or alternatively the copyright notice refers to the Australian Copyright Act.**

Note – This category will be overruled if the notice simply refers to the Australian Copyright Act, but then proceeds to list one of the following terms and conditions:

- Non-commercial Use
- Use in Your Organisation
- Free Copying
- Free for Education

EXAMPLE 1

Source: <https://www.cambridge.edu.au/go/>

Licence: <https://www.cambridge.edu.au/go/terms/>

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Sydney NSW 2000
Telephone: (02) 9394 7600
Facsimile: (02) 9394 7601
Email: info@copyright.com.au
www.copyright.org.au

EXAMPLE 2

Source: <https://www.erapublications.com>

Licence: <https://www.erapublications.com/legal/copyright>

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Fax: +61 (0)2 9394 7601
Email: enquiry@copyright.com.au

EXAMPLE 3

Source: <http://www.blake.com.au/>

Licence: <http://www.blake.com.au/terms.asp>

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ANNEXURE J

Metcalf Category 10: Password Protected (included)

This classification is used when access to the copied material was blocked by a password request. In all instances the research is to refer this record to the team leader. The team leader will at the appropriate time, check the relevant school Register of Licences. If the material copied is not contained on the schools Register of Licences the copying instance is to be referred to AMR for validation with the school. If the material is not licensed, any site under this type of classification will be subject to the relevant terms and conditions for use of that site.

EXAMPLE 1

Source: http://www.pearsonplaces.com.au/User_Login.aspx

Licence: <http://www.pearsonplaces.com.au/EULA.aspx>

4. Use of the Services

4.1 Pearson grants a limited licence to all users of the Website that is non-exclusive, personal, and non-transferable and may not be sublicensed, for the term of your agreement, to retrieve and display the Materials delivered as part of the Services on a computer screen or other devices, to use, display and when such functions are available on the Website, reformat, download, and print Materials obtained through the Website, and to allow access only by you, or **if you are purchasing for multiple End Users, to all End Users for whom you purchased access,** solely for their own personal, non-commercial, educational purposes.

EXAMPLE 2

Source: <https://www.jacplus.com.au/>

Licence: <https://www.jacplus.com.au/jsp/general-nav/terms/terms.jsp>

Terms and Conditions

1. Wiley grants you a non-exclusive, non-transferable licence to access, read and utilise the JacPLUS platform. Where you are a parent or guardian entering into this Licence Agreement on behalf of a child, you may solely grant that one child access to JacPLUS on the terms of this Licence Agreement.
 2. **You agree to use JacPLUS for your own education and/or teaching use and to view and interact with JacPLUS using your personal log in only.** You agree not to share your personal log-in or password with any other person. You also agree not to make JacPLUS, or any part thereof, available on public internet sites or in any way allow anyone without authorised access to read, download or access JacPLUS.
-

EXAMPLE 3

Source: https://www.teachstarter.com/login/?redirect_to=/h/?ref=loggedin

Licence: <https://www.teachstarter.com/about/terms-and-conditions/>

3. Licence

3.1 Free Licence

- a) The Free Licence commences on the Commencement Date and continues until the User's account is terminated.
- b) Teach Starter grants Users a non-exclusive, non-transferable, fee-free, royalty-free limited licence to use the Free Materials until the User's account is terminated by the User, or by Teach Starter pursuant to these Terms and Conditions.
- c) The User agrees to use and access the Free Materials on the terms of the Licence and for the purpose for which the Free Materials are provided.

3.2 Paid Licence

- a) The Paid Licence commences on the Commencement Date and will continue for the Term.
- b) Teach Starter grants Users a non-exclusive, non-transferable, limited licence to use the Paid Materials for the Term in exchange for the Licence Fee.
- c) The Users agrees to use and access the Paid Materials on the terms of the Paid Licence and for the purpose for which the Paid Materials are provided.
- d) The Paid Licence will automatically renew for the Renewal Period, unless the User terminates the Paid Licence by cancelling their recurring subscription in accordance with the procedures contained in [Teach Starter's Help Desk](#).
- e) If Teach Starter increases the Licence Fee during the Term, the Users agree to pay the increased Licence Fee, when the Paid Licence renews for the Renewal Period.
- f) The Users agrees to pay the Licence Fee in the manner stipulated by Teach Starter.
- g) The Users are responsible for payment of all applicable taxes in relation to the Licence, unless Teach Starter advises otherwise.

ANNEXURE K

Websites with multiple Terms and Conditions of Use

EXAMPLE 1

Source: <http://education.abc.net.au/>
Licence: <http://education.abc.net.au/about-abc-education>

What is ABC Education?

ABC Education brings you high-quality educational content to use at home and in the classroom. All our resources are free and mapped to the Australian Curriculum, covering English, Maths, Science, Geography, History, The Arts and Technologies, including STEM.

We have thousands of free videos, cool games, education articles and other resources to engage Primary and Secondary students anywhere in Australia.

Our teaching resources help with lesson planning and our beautiful multimedia digibooks help give students a complete understanding of various topics. Students can also get involved with competitions and educational events.

Use the search filters to find specific resources or browse through Topics A–Z. You can also create a free account to save your favourite resources and create playlists that you can share with students.

Source: <http://about.abc.net.au/>
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