



Terms & Conditions Applicable to Customers of Stream Pty Ltd

Downstream Licence Terms and Conditions: Copy and Communication Rights

In receiving Copies of Licensed Works from a Copyright Agency Licensed Media Monitoring Organisation (**MMO**) which your organisation (**Downstream Licensee**) wishes to make available to Permitted Recipients, the Downstream Licensee agrees to the following licence conditions with Copyright Agency Limited ABN 53 001 228 799 (**Copyright Agency**) for the Copying and Communication of Licensed Works.

The Licence conditions set out in this agreement apply to commercial and not for profit organisations, including, for the avoidance of doubt, local councils, and organisations that are part of, or authorised by, the Crown for the purposes of s 183 of the *Copyright Act* (1968) Cth (**Act**).

Licence

1. Copyright Agency grants the Downstream Licensee a non-exclusive non-transferable licence to Copy and Communicate to Permitted Recipients Licensed Works on the terms of this agreement.

Licence Fees

2. Subject to clause 3, the MMO remits licence fees to Copyright Agency for the use of Licensed Works including use by the Downstream Licensee. The Downstream Licensee acknowledges that it will be liable to the MMO for any licence fees that may be applicable to its use of Licensed Works under this agreement.
3. Where an organisation is part of, or authorised by, the Commonwealth for the purposes of s 183 of the Act, then:
 - a) for the purposes of s183(5) of the Act, these terms constitute agreement on the terms for Copying and Communication of Licensed Works to Permitted Recipients;

- b) by reason of this agreement, the Commonwealth Government is not obliged under s183(4) of the Act to inform the owner of copyright in a Licensed Works of the Copying or Communication of that work; and

- c) in respect of Articles, the MMO will invoice the Downstream Licensee based on the number of Permitted Recipients as per Copyright Agency's schedule of fees (Commonwealth Government Downstream Licence Rate Card).

General Obligations

4. The Downstream Licensee must:
 - a) provide the MMO with sufficient information to allow it to calculate the number of Permitted Recipients covered by this agreement;
 - b) only Communicate or provide Copies of Licensed Works to Permitted Recipients;
 - c) in relation to Portions of Licensed Works received from the MMO, Communicate the accompanying url to Permitted Recipients only;
 - d) not store a Licensed Work as an email or on a database or Intranet, or in any digital form, for longer than 12 calendar months from the date the Downstream Licensee first received it from the MMO;
 - e) 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 MMO;
 - f) ensure that each Copy of a Licensed Work is Copied in full without any editing or changes;
 - g) not separately use any photograph or other artistic work accompanying an Article;
 - h) not use Licensed Works in a systematic way so as to create a library or archive that would substantially replace the Downstream Licensee's

need to purchase or subscribe to a particular Licensed Work;

- i) provide to Copyright Agency promptly on request any information required to assess and substantiate the number of Permitted Recipients; and
- j) if reasonably requested by Copyright Agency or the publisher of a Licensed Work, the Downstream Licensee must cease distributing any Licensed Work nominated by Copyright Agency or the publisher and must remove such Licensed Work from any internal network where it is stored or displayed.

Privacy

5. Subject to Copyright Agency's compliance with the requirements of the Privacy Act 1988 (Cth), Copyright Agency may:
- a) disclose to any person that the Downstream Licensee is a party to this agreement;
 - b) use Confidential Information provided by the Downstream Licensee's MMO to determine monies payable to Copyright Agency under this agreement or its agreement with the MMO, and distributions to Copyright Agency members or rightsholders and, in connection with this purpose, disclose Confidential Information to Copyright Agency's auditor.

Term and Termination

6. This agreement continues until:
- a) the Downstream Licensee terminates its Media Monitoring service with the MMO;
 - b) either party, on 30 days' written notice, terminates the agreement; or
 - c) the Downstream Licensee terminates the agreement under clause 7.

Amendment to Licence Terms and Conditions

7. Copyright Agency has the right to amend these terms by providing 30 days' notice. If the Downstream Licensee does not agree to the changes, it may terminate the agreement immediately on written notice to Copyright Agency.

Glossary

8. In this licence:

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

Commonwealth means the Crown in the right of the Commonwealth of Australia.

Communicate means to make a Licensed Work available

in digital or other electronic machine-readable form to Permitted Recipients by means of the Downstream Licensee's Intranet or by email. For the avoidance of doubt, this term does not include emailing to non-Permitted Recipients or the act of making a Licensed Work available to the public on publicly facing Websites or extranet pages, social media platforms or via publicly available business documents.

Copy means 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 as a noun, a reproduction so made.

Excluded Work means a specified work or type of work (including works contained in a newspaper, magazine or other news service) listed as such on the Copyright Agency's website at www.copyright.com.au/mmo-excluded-works/ or similar location or otherwise notified to the Downstream Licensee by Copyright Agency.

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

Licensed Work means an Article or a Portion, communicated to the Downstream Licensee by an MMO, which Copyright Agency has been authorised to license under this agreement, other than an Excluded Work. Copyright Agency Licensed Works are identifiable by the words "Licensed by Copyright Agency" or similar wording.

Media Monitoring means a service provided by an MMO that includes communicating Copies of Licensed Works as either full text or as a Portion to the Downstream Licensee in relation to the Downstream Licensee or particular matters determined by the Downstream Licensee, including by reference to keywords.

MMO means a media monitoring organisation that holds a Media Monitoring copyright licence from Copyright Agency and which provides the Downstream Licensee with Licensed Works subject to the terms of this agreement. MMOs are listed as such on Copyright Agency's website at: www.copyright.com.au/licences-permission/media-monitoring/ or similar location or as otherwise notified to the Licensee by Copyright Agency.

Nominated Users means employees or directors of the Downstream Licensee, the number of which the Downstream Licensee has advised the MMO.

Permitted Recipients means:

- a) subject to b), employees or officers of the Downstream Licensee, the number of which is calculated by the MMO, provided that it is in accordance with its media monitoring licence agreement with Copyright Agency and notified to the Downstream Licensee;

- b) where an organisation is part of, or authorised by, the Commonwealth for the purposes of s 183 of the Act, Nominated Users.

Portion means an extract from a single Article or item published in a Licensed Work comprising any of the headline, citation (link) and up to the greater of 50 words or 255 characters or the first sentence from the Article or item.