



Terms & Conditions Applicable to Customers of Isentia Pty Ltd

Government Downstream Licence Terms

Downstream Licence Terms and Conditions: Government Copy and Communication Rights

You obtain Portions of Scraped Copies of Licensed Works and Copies of Licensed Works from MMO Pty Limited (**MMO**), and you wish to make them available to Nominated Users for internal use. You agree to the following licence conditions with Copyright Agency Limited ABN 53 001 228 799 (**Copyright Agency**) for the Copying and Communication of Portions of Scraped Copies of Licensed Works and Copies of Licensed Works.

1. Definitions

In this licence:

Act means the *Copyright Act 1968* (Cth).

Communicate means to make a work available in digital or other electronic machine-readable form to Nominated Users by means of your Intranet or by email. For the avoidance of doubt, this term does not include:

- (a) sending emails with a Licensed Work to recipients outside of your organisation;
- (b) posting a Licensed Work to an extranet site (unless the extranet site is only available to members of your organisation); or
- (c) making a Licensed Work available to the public on an internet web page or via publicly available business documents.

Copy means:

- (a) as a verb:
 - (i) to make a digital or other electronic machine-readable reproduction of a work; or
 - (ii) to make a hard copy directly or indirectly of a work; and
- (b) as a noun, a reproduction so made.

Edition means:

- (a) a printed edition of a newspaper, magazine or similar periodical publication; or
- (b) an electronic edition of a newspaper, magazine, Website or other electronic news service, which is:
 - (i) publicly available in a manner authorised by the relevant rightsholder; or
 - (ii) otherwise made available to MMO in a manner authorised by the relevant rightsholder.

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

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

Licence Year means 12 months from 1 July, or any other date agreed between the parties, and every 12 months thereafter.

Licensed Work means each article published in an Edition which Copyright Agency has been authorised to license to MMO, and any other work which Copyright Agency has been authorised to license to MMO.

MMO's Licence means the Press Monitoring and Online Monitoring Licence between Copyright Agency and MMO.

MMO's Press Monitoring Service means the service by which MMO makes available Copies of works from publications in print or digital format, including by Copying and Communicating Licensed Works.

MMO's Online Monitoring Service means the service by which MMO makes available Portions of works, Website links and other data obtained by Scraping, including by Copying and Communicating Portions of Licensed Works.

Nominated Users means each of your employees and any person retained to provide services to you (for example professional advisers, but excluding public relations, media and marketing companies), the total number of which you have notified MMO under clause 4(e).

Portion means an extract from a Licensed Work comprising all of the following:

- (a) the headline;
- (b) the citation; and
- (c) up to the greater of:
 - (i) 50 words; or
 - (ii) 255 characters; or
 - (iii) the first sentenceof the Licensed Work.

Scrape and **Scraping** mean the systematic copying or extraction of electronic works or extracts of electronic works by means of any automated or manual process.

Scraped Copy means a reproduction of a work in digital or other electronic machine-readable form obtained or produced by Scraping.

Website means a collection of related web pages, images, other digital assets that are addressed relative to a common uniform resource locator in an internet protocol-based network.

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 Portions of Scraped Copies of Licensed Works and Copies of Licensed Works. For the avoidance of doubt, this Copying and Communication may take place using any system of electronic communication, including any Intranet, application programming interface (API), or feed of data in formats such as RSS, XML or HTML.

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 pursuant to this agreement.

3. Licence Fees

- (a) Licence fees are paid to Copyright Agency by MMO pursuant to MMO's Licence.
- (b) Licence fees payable by you to MMO in respect of this downstream licence are as set out in your agreement with MMO.

4. General obligations

You must:

- (a) ensure that each Portion of a Scraped Copy of a Licensed Work or Copy of a Licensed Work retains or is marked with the identification of the publication it came from and the copyright statement endorsed by MMO's Online Monitoring Service or MMO's Press Monitoring Service;
- (b) ensure that each Portion of a Scraped Copy of a Licensed Work or Copy of a Licensed Work is Copied in full without any editing or changes;
- (c) subject to (g) below, only Communicate or provide Portions of Scraped Copies of Licensed Works or Copies of Licensed Works to Nominated Users;
- (d) not store a Portion of a Scraped Copy of a Licensed Work or a Copy of a Licensed Work as an email or on a database or Intranet for longer than 12 months after receiving that Portion of a Scraped Copy of a Licensed Work or a Copy of a Licensed Work;
- (e) notify MMO of the total number of Nominated Users for each Licence Year, not less than 21 days before the commencement of that Licence Year; and
- (f) provide to MMO information reasonably requested by it:
 - (i) to assess and substantiate compliance with the licence, including with respect to Nominated Users; and
 - (ii) to verify the licence fees payable by you to MMO and by MMO to Copyright Agency,

and you agree and acknowledge that this information may be provided by MMO to Copyright Agency; and

- (g) only use each Portion of a Scraped Copy of a Licensed Work or Copy of a Licensed Work for internal purposes, which for the avoidance of doubt:
 - (i) permits use by a person retained to provide services to you but solely for the purpose of providing those services to you; and
 - (ii) does not permit use externally including on a website or social media page (which would require an additional licence).

5. Term

This agreement continues until:

- (a) either party, on 30 days' written notice, terminates the agreement;
- (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 (within the meaning of the *Corporations Act 2001* (Cth));
- (c) a party ceases to carry on business and the other party, by notice terminates this agreement; or
- (d) MMO's Licence expires.

Non-Government Downstream Licence Terms

Downstream Licence Terms and Conditions: Commercial Copy and Communication Rights

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