

Downstream Licence Terms

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 a Copyright Agency Licensed Media Monitoring Organisation (**CA Licensed MMO**), and you wish to make them available to Nominated Users for internal business use in the Territory. 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).

AI System means a machine-based system that for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as text, images, or other content, recommendations, or predictions. For clarity, these systems include large language models, small language models, and generative artificial intelligence systems (eg GPT, Claude, Mistral), but do not include rule-based or deterministic systems.

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 that are not Nominated Users or outside of the Territory;
- (b) posting a Licensed Work to an extranet site (unless the extranet site is only available to Nominated Users);
- (c) making a Licensed Work available to the public on an internet web page, social media platform or via publicly available business documents, or
- (d) uploading a Licensed Work into an AI System.

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.

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Copyright Agency Licensed Media Monitoring Organisation means a media monitoring or media intelligence organisations who hold a Copyright Agency media monitoring licence and listed at: <https://www.copyright.com.au/licences-permission/media-monitoring/>

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. For avoidance of doubt, these works will be identifiable to you in your media monitoring service by the words “Licensed By Copyright Agency” or similar,

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 the total number of a Customer’s employees, directors, and any person retained to provide services to the Customer (for example professional advisers, but excluding public relations businesses and media communications businesses, media advisors, marketing companies or other organisations whose business involves providing copies of news articles to their customers) which have been notified to MMO by a Customer as being covered by a Downstream Licence for that Customer.

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:

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- (i) 50 words; or
- (ii) 255 characters; or
- (iii) the first sentence

of 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.

Territory means Australia or one of the following territories in which the CA Licensed MMO has a sales operation and in which You are located and carry on business: China, Hong Kong, India, Indonesia, Korea, Malaysia, New Zealand, Philippines, Taiwan, Thailand, Vietnam, Singapore and the USA..

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

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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;
 - (ii) does not permit use externally including on a website or social media page (which would require an additional licence);
 - (iii) does not permit a public relations, media or marketing company to communicate or otherwise share Licensed Works with its clients (which would require an additional licence)
- (h) not use Licensed Works, or allow a Nominated User to use or access Licensed Works, in order to create, modify, train, fine tune, evaluate or test any AI System, including by using Licensed Works as input data, training data, validation data or any other form of dataset in any AI System;
- (i) not download or copy, or allow a Nominated User to download or copy, Licensed Works in a systematic manner for the purpose of creating, enhancing, or populating any database for use by an AI System, including by using Licensed Works as source material for datasets intended for training, validating or operating AI Systems;
- (j) not download or copy, or allow a Nominated User to download or copy, Licensed Works in a systematic or ad hoc manner in order to upload into any AI Systems

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for the purpose of activities including: prompt engineering, generating summaries or translations, or other business functions such as reporting;

- (k) counsel, procure or authorise any person to do an act referred to in paragraphs (h) to (j) on your behalf.

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.

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Non-Government Downstream Licence Terms

Downstream Licence Terms and Conditions: Commercial Copy and Communication Rights

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 - (iii) does not permit a public relations, media or marketing company to communicate or otherwise share Licensed Works with its clients(which would require an additional licence).
- (h) not use Licensed Works, or allow a Nominated User to use or access Licensed Works, in order to create, modify, train, fine tune, evaluate or test any AI System, including by using Licensed Works as input data, training data, validation data or any other form of dataset in any AI System;
- (i) not download or copy, or allow a Nominated User to download or copy, Licensed Works in a systematic manner for the purpose of creating, enhancing, or populating any database for use by an AI System, including by using Licensed Works as source material for datasets intended for training, validating or operating AI Systems;
- (j) not download or copy, or allow a Nominated User to download or copy, Licensed Works in a systematic or ad hoc manner in order to upload into any AI System for the purpose of activities including: prompt engineering, generating summaries or translations, or other business functions such as reporting;
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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
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