

## รายการอ้างอิง

- จิตต์ ดิงห์สิทธิ์. กฎหมายเรื่องและข้อพิพาทเกี่ยวกับลิขสิทธิ์. กรุงเทพมหานคร : โรงพิมพ์มหาวิทยาลัยธรรมศาสตร์, 2530.
- จันทิมา ชนาสว้างกุล. การใช้งานลิขสิทธิ์โดยชอบธรรม. วิทยานิพนธ์ปริญญานิติศาสตรมหาบัณฑิต ภาควิชานิติศาสตร์ บัณฑิตวิทยาลัย จุฬาลงกรณ์มหาวิทยาลัย, 2536.
- ชวลิต อุตลศาสตร์ล ลิขสิทธิ์ภายในประเทศ. วารสารกฎหมาย 9 (มิถุนายน 2527) : 128 - 129.
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## IFRRO MEMBER ORGANISATIONS

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### RRO Members

Associação Brasileira de Direitos Reprográficos (ABDR), Brazil  
 Associazione Italiana per i Diritti di Riproduzione delle Opere dell'ingegno (AIDRO), Italy  
 Pictures, Words, Printed Music - Joint Copyright Organization (BONUS), Sweden  
 Canadian Copyright Licensing Agency (CANCOPY), Canada  
 Centre Français d'exploitation du droit de Copie (CFC), France  
 Centro Espanol de Derechos Reprográficos (CEDRO), Spain  
 Copy-Dan, Denmark  
 Copyright Agency Limited (CAL), Australia  
 Copyright Clearance Center, Inc. (CCC), USA  
 The Copyright Licensing Agency Ltd. (CLA), UK  
 Copyright Licensing Ltd (CLL), New Zealand  
 Dramatic, artistic and literary rights organisation (DALRO), South Africa  
 Fjölis, Iceland  
 The Irish Copyright Licensing Agency, Ltd. (ICLA), Ireland  
 Japan Reprographic Rights Center (JRRC), Japan  
 KOPIKEN, Kenya  
 KOPINOR, Norway  
 KOPIOSTO R.Y., Finland  
 KOPJAMALT, Malta  
 Literar-Mechana, Austria  
 Pro Litteris, Switzerland  
 REPROBEL, Belgium  
 Stichting Reprorecht (SR), the Netherlands  
 Union des écrivaines et écrivains Québécois (UNeQ), Canada  
 Verwertungsgesellschaft Bild-Kunst (VG Bild-Kunst), Germany  
 Verwertungsgesellschaft WORT (VG WORT), Germany  
 ZIMCOPY, Zimbabwe

### Music RROs

Christian Copyright Licensing, Inc., (CCLI), USA  
 MUSIKEDITION, Austria  
 Verwertungsgesellschaft MUSIKEDITION (VG MUSIKEDITION), Germany

### Associate Members

Association of American Publishers (AAP), USA  
 ADAGP, France  
 The Authors' Guild, Inc., USA  
 Authors' Licensing & Collecting Society (ALCS), UK  
 Bildkonst Upphovsrätt i Sverige (BUS), Sweden  
 The Book Publishers Association of Israel, Israel  
 Börsenverein des Deutschen Buchhandels, Germany  
 Cámara Nacional de la Industria Editorial Mexicana, Mexico  
 Canadian Publishers' Council (CPC), Canada  
 Design and Artists Copyright Society (DACS), UK  
 Deutscher Journalisten-Verband e.V. (DJV), Germany  
 European Writers' Congress (EWC), Switzerland  
 Federacion de Gremios de Editores de Espana, Spain  
 Federation of European Publishers (FEP), Belgium  
 Gewerkschaft Kunst, Medien, freie Berufe, Austria  
 Hungarian Publishers' & Booksellers' Association, Hungary  
 Industriegewerkschaft Medien (IG Medien), Germany  
 International Council of Graphic Design Associations (ICOGRADA), UK  
 International Federation of the Periodical Press Ltd. (FIPP), UK  
 International Federation of Journalists (IFJ), Belgium  
 International Association of Scientific, Technical & Medical Publishers (STM),  
 the Netherlands  
 International Publishers Association (IPA), Switzerland  
 Japan Book Publishers Association (JBPA), Japan  
 Media, Entertainment and Arts Alliance, Australia  
 National Union of Journalists of Great Britain and Ireland (NUJ), UK  
 Publishers Association (PA), UK  
 Publishers Licensing Society Ltd. (PLS), UK  
 Société Belge des Auteurs, Compositeurs et Éditeurs (SABAM), Belgium  
 Société des Editeurs de Musique (SEM), France  
 Stichting Beeldrecht, the Netherlands  
 Stichting Burafo, the Netherlands  
 Stichting LIRA, the Netherlands  
 Svenska Bokförläggare Föreningen (SBF), Sweden  
 Syndicat National de L'Edition (SNE), France  
 Text and Academic Authors Association, Inc., USA  
 VEGAP, Spain



# COPYRIGHT AGENCY LIMITED

Level 19, 157 Liverpool Street, Sydney NSW 2000 Telephone (02) 394 7600 Facsimile (02) 394 7601

## ASSOCIATIONS LICENCE (NON-PROFIT ORGANISATIONS)

	<small>(Applicant's name)</small>
	<small>(Applicant's position)</small>

("the Applicant") with the authority of and for and on behalf of:

	<small>(the Association)</small>
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### ASSOCIATION DETAILS

<small>Street Address:</small>	<small>Postcode:</small>
<small>Postal Address:</small>	<small>Postcode:</small>
<small>Telephone:</small>	<small>Facsimile:</small>
<small>Contact name: (if different to Applicant)</small>	

("the Association") applies for a Copying Licence from Copyright Agency Limited ("CAL") permitting the copying of Licensed Works subject to the terms overleaf.

Once the Applicant has completed this document, the Applicant should lodge it together with a cheque in favour of CAL for the Initial Payment set out in the table below. CAL may refuse to accept the application if the Applicant has provided incorrect or incomplete information, or where the Initial Payment does not accompany this document.

### PAYMENT ON EXECUTION OF THIS LICENCE

<b>Administration Fee</b>	<b>Stamp Duty</b>	<b>Initial Payment</b>
\$50.00	\$2.00	\$52.00

<small>SIGNED by THE APPLICANT for itself and with the authority of and for and on behalf of THE ASSOCIATION by:</small>
<small>Print name:</small>
<small>Date:</small>

<small>SIGNED with the authority of and for and on behalf of COPYRIGHT AGENCY LIMITED ACN 001 228 799 by:</small>
<small>Print name:</small>
<small>Date:</small>

### Commencement Date (office use only)

1 January 19__	1 July 19__	
<small>Date Received</small>	<small>Amount</small>	<small>Initials</small>

*Please quote these numbers when contacting CAL*

<small>Organisation No.</small>	<small>Licence No.</small>	
<small>Invoice No.</small>	<small>Invoice Date</small>	<small>Initials</small>

**1. DEFINITIONS**

1.1 In this Agreement:

"Act" means the Copyright Act 1968 as amended, re-enacted or replaced;

"Annual Copy Pages" is defined in clause 5.1;

"Annual Licence Fee" means any amount payable by the Association to CAL in accordance with clause 6.2;

"Copies" means reproductions in a material form of the whole or a substantial part of the Licensed Works by any means-excluding reproduction by cinematography, sound recording or electronic or digital means for the purpose of database storage or retrieval, and "Copying" and "Copied" each have a corresponding meaning;

"Commencement Date" is defined in clause 3.1 and is set out overleaf;

"Copying Licence" means the licence set out in clause 2.1;

"Licensed Works" means the Works in which the Members control the reproduction right in Australia;

"Licensee" means the Association, and where the Association is an unincorporated body, the Association and the Applicant jointly and severally;

"Members" means the members of CAL or the members of reproduction rights organisations with which CAL is affiliated or with which CAL has an agreement for the licensing of Copying, and the collection and distribution of payments for Copying;

"Page" means in respect of Works Copied from:

(a) newspapers, an A4 reproduction page regardless of the amount of enlargement or reduction or the amount of material Copied; and

(b) all other publications, a page the size of the relevant publication;

"Records" means the written details of Copying under the Copying Licence to be used for the purposes of the Survey in the form advised to the Licensee by CAL or as varied by agreement of the parties;

"Survey" means any survey of Copying referred to in clause 5.2; and

"Works" means literary, dramatic and artistic works as defined in the Act, but unless the copying of the following works is controlled by any Member, does not include musical works, computer programs, advertisements, letters to the editor or works transmitted by a wire service.

1.2 Unless otherwise defined in this Agreement, words and expressions have the meaning indicated overleaf or as used in the Act.

**2. GRANT OF LICENCE**

2.1 In consideration of the Annual Licence Fee, and subject to this Agreement, CAL on behalf of the Members grants the Association a non-exclusive, non-transferable licence within Australia to make, or have made on its behalf, Copies for the purposes of the Association.

2.2 Subject to the prior written consent of CAL (such consent not to be unreasonably withheld), the Applicant may assign the Applicant's rights and obligations under this Agreement but must provide CAL with a certified copy of that written assignment no later than 14 days following the date of that assignment.

2.3 The Licensee will notify CAL as soon as reasonably practicable of any change to the details provided by the Licensee overleaf.

**3. TERM**

3.1 If this Agreement is dated between:

(a) 1 January and 30 June inclusive of the calendar year in which full execution of this Agreement occurs, then the commencement date of this Agreement is deemed to be 1 January of that calendar year; or

(b) 1 July and 31 December inclusive of the calendar year in which full execution of this Agreement occurs, then the commencement date of this Agreement is deemed to be 1 July of that calendar year.

3.2 The Copying Licence commences on the Commencement Date and continues until this Agreement is terminated by the Licensee or CAL in accordance with clause 4.

**4. BREACH AND TERMINATION**

4.1 The Licensee or CAL may terminate this Agreement effective on 31 December of any calendar year by giving at least 60 days written notice to the other party.

4.2 If the Licensee breaches any provision of this Agreement and fails to rectify that breach within 14 days of written notice to do so from CAL, CAL may terminate this Agreement immediately.

**5. ANNUAL COPY PAGES**

5.1 If the Commencement Date is:

(a) 1 January of a calendar year, then the annual copy pages for each calendar year of this Agreement is calculated by multiplying 12 by the number of Pages of Copies made under the Copying Licence during the surveyed month of that calendar year as determined by the Survey; or

(b) 1 July of a calendar year, then the annual copy pages for:

(i) that calendar year, is calculated by multiplying 6 by the number of Pages of Copies made under the Copying Licence during the surveyed month of that calendar year as determined by the Survey; and

(ii) each succeeding calendar year of this Agreement, is calculated by multiplying 12 by the number of Pages of Copies made under the Copying Licence during the surveyed month of that calendar year as determined by the Survey.

- 5.2 Subject to at least 28 days written notice from CAL, the Association will for the period of one calendar month during each calendar year participate in a survey of all Copying under the Copying Licence during that calendar month by keeping complete and accurate Records of that Copying. The selection of the calendar month during which the Association will participate in any such survey will be determined in CAL's sole discretion.
- 5.3 The Licensee will send the Records to CAL no later than 7 days following the completion of the Survey.
- 5.4 During the conduct of the Survey the Licensee will direct all persons Copying under the Copying Licence to maintain the copying practices normally adopted by them during that period.
- 6. ANNUAL LICENCE FEE**
- 6.1 Following receipt by CAL of the Survey Records, CAL will, within a reasonable time, send an invoice to the Association setting out the Annual Licence Fee due for the Copying Licence for that calendar year.
- 6.2 Subject to clauses 6.3 and 6.4, for each calendar year of this Agreement, the annual licence fee payable to CAL by the Association for the Copying Licence will be calculated using the following formula:  

$$\text{annual licence fee} = \text{Annual Copy Pages} \times \text{Page Rate}$$
where the Annual Copy Pages:
- for the 1st calendar year of this Agreement, is the Annual Copy Pages for that calendar year;
  - for the 2nd calendar year of this Agreement, is the average of the Annual Copy Pages for that calendar year and the 1st calendar year of this Agreement;
  - for the 3rd calendar year of this Agreement and each succeeding calendar year, is the average of the Annual Copy Pages for that calendar year and the then immediately preceding 2 calendar years; and
  - Page Rate is \$0.04.
- 6.3 If no Survey is conducted in the first calendar year of this Agreement, then paragraphs (a), (b) and (c) of clause 6.2 will be replaced with the following:
- for the 1st calendar year of this Agreement (whether full or half of that calendar year), is deemed to be the Annual Copy Pages determined for the 2nd calendar year of this Agreement (pro rata);
  - for the 2nd calendar year of this Agreement, is the Annual Copy Pages for the 2nd calendar year;
  - for the 3rd calendar year of this Agreement, is the average of the Annual Copy Pages for that calendar year and the 2nd calendar year of this Agreement; and
  - for the 4th calendar year of this Agreement and each succeeding calendar year, is the average of the Annual Copy Pages for that calendar year and the then immediately preceding 2 calendar years.
- 6.4 If in any calendar year, the Annual Licence Fee is less than \$50, then the Annual Licence Fee for that calendar year will be deemed to be \$50 which will be payable by the due date for payment for that calendar year.
- 6.5 The Association will pay, and, if applicable, the Applicant will ensure that the Association pays, the Annual Licence Fee to CAL within 28 days of the date of any invoice rendered to the Association under clause 6.1.
- 6.6 CAL may vary the Page Rate set out in clause 6.2(d), by giving at least 90 days written notice to the Association prior to 31 December of any calendar year.
- 6.7 CAL and the Association acknowledge that the Annual Licence Fee includes a payment towards the cost of the conduct of the survey.
- 7. LATE PAYMENT**
- 7.1 The Association will pay CAL interest on any money outstanding under this Agreement, and due to CAL, at the rate of interest per annum specified in Order 35 Rule 8 of the Federal Court Rules at the due date which will accrue daily from the due date for payment up to and including the date of payment.
- 8. INSPECTION AND VERIFICATION**
- 8.1 Subject to CAL providing at least 7 days written notice, the Association will allow CAL, or any auditor nominated by CAL, to inspect all records, information and materials of the Association relevant to:
- Copying under the Copying Licence;
  - the conduct of the Survey; and
  - the assessment and substantiation of the Annual Licence Fee.
- 9. COPYING LIMITS**
- 9.1 Subject to clause 9.2, on each occasion of Copying under the Copying Licence for a particular purpose, that Copying must not exceed:
- in the case of articles in journals - 2 articles from any issue unless those articles relate to the same subject matter; and
  - in the case of books, the greater of -
    - 10% of the number of pages; or
    - one chapter.
- 9.2 The copying limits set out in clause 9.1 do not apply to Copying under the Copying Licence from journals and books if the person who wishes to make such a Copy, or to cause such a Copy to be made, for or on behalf of the Licensee, is satisfied after reasonable investigation (which must include making an enquiry of the publisher in the Territory of that Work) that an original publication of the Work cannot be obtained within a reasonable time at an ordinary commercial price.
- 9.3 The Licensee acknowledges that clause 9.1 is intended to restrict the Copying of most or the whole of any journal or book for the principal purpose of:
- obtaining a copy of most or the whole of that journal or book for a particular purpose; or
  - substituting a current subscription for any journal or book,
- and the Licensee agrees to direct its employees and members to keep within the spirit of that intent.



- 9.4 The Licensee will, in respect of the copying limits set out in clause 9.1:
- (a) ensure that all copying machines in the Association's possession or control have on or near them a legible notice which sets out those copying limits; and
  - (b) direct all persons Copying under the Copying Licence to comply with those copying limits.

## 10. WARRANTIES

- 10.1 The Licensee warrants that:
- (a) the Association is a not-for-profit organisation;
  - (b) Copies made under the Copying Licence will not be offered for sale whether as a single Work or in combination with other works to any person or organisation with the intention of a financial profit being made by or on behalf of the Association or any other person or organisation;
  - (c) it has complied with its obligations under clauses 5.2 and 5.4; and
  - (d) any information provided to CAL under this Agreement is true and correct.
- 10.2 The Applicant warrants that the Applicant has authority to enter into this Agreement on behalf of the Association.
- 10.3 Clause 10 survives the termination of this Agreement.

## 11. INDEMNITY

- 11.1 CAL indemnifies the Association against any loss including damages and costs reasonably incurred as a result of any action (other than an action brought solely or jointly by CAL) for infringement of copyright, resulting from making Copies under the Copying Licence provided that the Licensee:
- (a) is not in breach of this Agreement; and
  - (b) complies with clause 12 in respect of that action.

## 12. ACTIONS FOR INFRINGEMENT

- 12.1 If the Association wishes to rely upon an indemnity from CAL under clause 11, the Licensee must promptly notify CAL of that claim of copyright infringement and must not compromise or settle that claim without first obtaining the written approval of CAL.
- 12.2 The Association will allow CAL to have the conduct of any action notified to CAL under clause 12.1.

## 13. GENERAL

- 13.1 This Agreement constitutes the entire agreement between the parties and supersedes all oral and written communications between them with respect to the subject matter of this Agreement.
- 13.2 No variation to this Agreement is legally binding unless in writing and signed by both parties.
- 13.3 This Agreement is governed by New South Wales laws.

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COPYRIGHT AGENCY LIMITED ACN 001 228 799  
 level 19, 157 liverpool street, sydney 2000  
 phone: (02) 9394 7600 fax: (02) 9394 7601  
 email: licence@copyright.com.au  
 website: www.copyright.com.au

### CAL WORSHIP LICENCE

We \_\_\_\_\_ (the Applicant)

in behalf of \_\_\_\_\_ (the Parish)  
 Details of congregations must be set out in Annexure "A"  
 and/or \_\_\_\_\_ (the Congregation)

Apply for a Licence from CAL which permits the multiple Copying of CAL members' Works subject to the terms of this Agreement.

#### DETAILS FOR CORRESPONDENCE TO LICENSEE PARTIES

Street Address: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Postal Address: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Contact Name and Position: (if different from Applicant) \_\_\_\_\_ Telephone: \_\_\_\_\_ Religious Denomination: \_\_\_\_\_

#### ANNUAL LICENCE FEE CALCULATION

The Annual Licence Fee is the Weekly Number of Congregation Members multiplied by \$0.50. The initial licence fee payment also includes a Registration Fee of \$45.00 and Government Stamp Duty of \$2.00.

		Registration Fee (initial payment only)	\$	45.00
		Government Stamp Duty (initial payment only)	\$	2.00
Weekly Number of Congregation Members	X	\$0.50	=	\$
INITIAL LICENCE FEE PAYMENT (including stamp duty) (minimum licence fee = \$87.00)*			=	\$

\* A minimum licence fee of \$87.00 applies ONLY to congregations with a weekly congregation of 80 or less.

The Copying Licence is only granted when this Agreement is executed by CAL. CAL may refuse to execute this Agreement where the information contained above is incorrect or incomplete, or where the Initial Licence Fee does not accompany this Agreement.

#### THE COPYING LICENCE IS GRANTED SUBJECT TO THE TERMS OVERLEAF.

Signed by or on behalf of THE APPLICANT:  
 \_\_\_\_\_  
 In the presence of: **COPY**  
 Date: \_\_\_\_\_

Signed with the authority of and for and on behalf of  
 COPYRIGHT AGENCY LIMITED:  
 \_\_\_\_\_  
 In the presence of: **COPY**  
 Date: \_\_\_\_\_

CAL WILL FORWARD AN ANNUAL LICENCE FEE NOTICE TO THE APPLICANT 2 MONTHS PRIOR TO THE ANNUAL RENEWAL DATE.

Office Use Only

Commencement Date	Annual Renewal Date
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Please quote these numbers when contacting CAL

Organisation No.	Licence No.
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Office Use Only

Remittance Received	Amount	Customer No.	Initials	Invoice No.	Initials
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# TERMS OF WORSHIP LICENCE

## DEFINITIONS

- 1 "Act" means the Copyright Act 1968.
- 2 "Annual Licence Fee" means the fee set out overleaf and the amount calculated by CAL and notified to the Applicant in the Annual Licence Fee Notice.
- 3 "Annual Licence Fee Notice" means Notice given by CAL to the Applicant nominating the Annual Licence Fee to be paid on the next Annual Renewal Date.
- 4 "Common Religious Worship" means a gathering of people in a church, chapel, hall or similar building or its grounds for the purpose of taking part in religious instruction or services of worship and includes Sunday or Sabbath Schools, study groups and the distribution of related newsletters to Congregation members.
- 5 "Copying" includes copying by hand or typing, photocopying, spirit and stencil duplicating and roneoing, and projection onto overhead transparencies, but does not include any electronic or digital storage, retrieval or downloading.
- 6 "Copying Licence" means the licence granted by CAL to the Licensee Parties to Copy Owners' Works.
- 7 "Licensee Parties" are the Applicant, the Parish and the Congregation as set out overleaf, jointly and severally.
- 8 "Notice" means written notice sent to the addressee's last known address.
- 9 "Owned" means owned by the Licensee Parties or any Congregation member.
- 10 "Owners" means the members of CAL who:
  - (a) are the owners of the copyright in Works; and
  - (b) the agents for those copyright owners.
- 11 "Records" means records of Copying in the form requested by CAL from time to time.
- 12 "Weekly Number of Congregation Members" means the average number of persons in attendance per week at all the Licensee Parties' activities of Common Religious Worship as set out overleaf.
- 13 "Works" means literary, dramatic, and artistic works but does not include any musical score, melody line or computer program. The lyrics only of a musical work may be copied under this Agreement.
- 14 Unless otherwise defined in this Agreement, words or expressions have the meaning given to them in the Act.

## GRANT OF LICENCE

- 1 The Parties bound by this Agreement are the Licensee Parties and CAL.
- 2 CAL as agent for and on behalf of Owners grants the Licensee Parties the Copying Licence subject to the terms of this Agreement.
- 3 The Applicant warrants that the Applicant has authority to enter into this Agreement on behalf of the Parish and the Congregations.
- 4 The Copying Licence is non-transferable and extends only to Copying:
  - (a) directly related to the conduct of Common Religious Worship by the Licensee Parties;
  - (b) of Owned Owners' Works; and
  - (c) on average for any one week, to the number of the Licensed Number of Congregation Members.
- 5 Copies made under this Agreement must not be sold, transferred, donated or loaned to any other institution or person, whether or not that person or institution holds a CAL Licence.
- 6 Within 30 days of the termination of this Agreement all Copies made under it must be destroyed and a statutory declaration made by the Applicant confirming their destruction forwarded to CAL.

## TERM

- 1 This Agreement and the Copying Licence continues until this Agreement is terminated in accordance with clause 4.

## BREACH AND TERMINATION

- 1 Either the Applicant or CAL may terminate this Agreement on the Annual Renewal Date by giving 1 months Notice.
- 2 If any Licensee Party breaches any provision of this Agreement:
  - (a) the Copying Licence ceases and can only be granted again by CAL giving Notice; and
  - (b) CAL may terminate this Agreement immediately on giving Notice and without refunding any part of the Annual Licence Fee.
- 3 If the Licensee Parties are notified of a substantial change in the membership of CAL, the Applicant may terminate this Agreement by giving Notice.
- 4 The right to terminate is subject to CAL's right to recover any moneys owing under this Agreement.

## LICENSEES' OBLIGATIONS

- 1 Licensee Parties will ensure that:
  - 1 CAL is paid the Annual Licence Fee by the Annual Renewal Date;
  - 2 the Licensee Parties do not alter or change the lyrics or essential character of any Work Copied under this Agreement;
  - 3 all Copies made under this Agreement are marked with:
    - (a) the TITLE OF THE WORK, the names of the AUTHOR and PUBLISHER where known;
    - (b) the DATE of Copying; and

- (c) the notice "CAL LICENCE NO: ..... UNAUTHORISED COPYING PROHIBITED";
- 5.4 photocopying machines located on the premises of any of the Licensee Parties have notices visible to persons using the machine setting out the Copying Limits in clause 8;
- 5.5 any person making Copies of Works under this Agreement at a photocopying machine located outside the premises of the Licensee Parties is aware of the Copying Limits in clause 8;
- 5.6 CAL is notified within 21 days of any changes to the particulars supplied overleaf, so as to allow CAL to make a reassessment, if necessary, of the Copying Licence and the Annual Licence Fee;
- 5.7 CAL will have, on giving 7 days Notice, reasonable access to all relevant:
  - (a) premises in the possession or control of any Licensee Party including churches, chapels, libraries, halls, classrooms, offices and bookshelves;
  - (b) counters and meters on all Copying machines and any Copying or Records locations; and
  - (c) records including books, newsletters, mailing lists, congregation lists, hymnals, materials, equipment, and records relating to the purchase of all copying paper for all purposes.

## 6. RECORDS

- 6.1 The Licensee Parties are not required to keep Records of Copying UNLESS requested to do so by CAL for a limited period.
- 6.2 The Licensee Parties must provide CAL with complete and legible Records when requested by CAL.

## 7. OVERDUE PAYMENT

- 7.1 In the event that the Licensee Parties fail to pay the Annual Licence Fee by the Annual Renewal Date interest will accrue thereon at the rate of 1% greater than the Indicator lending rate of interest (or its successor as the base rate of interest charged on loans in excess of \$100,000) from time to time charged by Westpac Banking Corporation (or its successor) calculated on daily rests from and including the due date to and including the date of payment.

## 8. COPYING LIMITS

- 8.1 The Copying Licence is limited to making Multiple Copies of:
  - (a) one article from a periodical publication, or more than one article from the same periodical publication if the articles relate to the same specific subject matter;
  - (b) 10% of a Work (other than an article in a periodical publication) or one chapter of the Work, whichever is the greater;
  - (c) 10% of the number of pages in a collection of Works provided that each individual Work Copied is either:
    - (i) not published separately, or
    - (ii) whether published separately or not does not exceed 15 pages in length. This provision does not apply to artistic works.
- 8.2 In this clause, "Multiple Copies" means no more than the Weekly Number of Congregation Numbers, except at Christmas and Easter provided such extra Copies are destroyed within 7 days.
- 8.3 Overhead transparencies are not to be shown to more than a reasonable number of persons. Reasonableness is to be assessed by CAL taking into account the Weekly Number of Congregation Members.
- 8.4 The Copying Licence does not include Copying of the published edition of newspapers and magazines.

## 9. INDEMNITY

- 9.1 Subject to CAL's receipt of full payment of the sums due under this Agreement on or before the dates due, CAL as principal and as agent for the Owners hereby indemnifies the Licensee Parties from and against any claim, action, proceeding or demand made or brought in good faith against the Licensee Parties for any damages, costs or expenses as a consequence of any genuine claim being made by any Owner in respect of Copying by the Licensee Parties during the term of this Agreement, provided always that such Copying is within the terms of this Agreement and provided that the Licensee Parties promptly bring any such claims to the attention of CAL and do not compromise or settle such claims without first obtaining the written approval of CAL which shall not be unreasonably withheld.

# COPYRIGHT AGENCY LIMITED



ACN: 001 228 799  
 Level 19,  
 57 Liverpool Street, Sydney NSW 2000

Telephone: (02) 394 7600  
 Fax: (02) 394 7601

## CAL E3 LICENCE - PRESCHOOLS & CHILD CARE CENTRES

<b>Name</b>		<i>(the Applicant)</i>
<b>on behalf of</b>	<i>Position:</i>	
		<i>(the Institution)</i>

and/or the Participating Institutions as set out in annexure "A" *(the Participating Institutions)*

apply for a Copying Licence from CAL which permits the multiple Copying of Licensed Works subject to the terms of this Agreement.

**DETAILS OF THE APPLICANT OR THE INSTITUTION**

Street Address:	Postcode:
Postal Address:	Postcode:
Contact Name and Position: <i>(if different to Applicant)</i>	Telephone:

**STATEMENT ON EXECUTION OF THIS AGREEMENT:**

*Registered Daily Student Places	**Student Fee	=	Annual Licence Fee <i>(minimum \$50)</i>	+	Government Stamp Duty	=	***Total Fee Payable
	X \$1.65	=		+	\$2.00	=	

**PAYMENT IF GROUP DISCOUNT APPLIES:**

No. of Participating Institutions	Annual Licence Fee <i>(as above)</i>	-	Group Discount	+	Government Stamp Duty	=	Total Fee Payable
		-	10%	+	\$2.00	=	

Registered Daily Student Places means the number of Student Places held by the Institution and the Participating Institutions and registered with or licensed by the appropriate Government Department.

Student Fee means the average pages copied per Student Place as determined from the results of CAL's most recent copying survey and then multiplied by the per page fee.

If ten or more Participating Institutions are a party to this Agreement, a 10% group discount on the Annual Licence Fee applies.

Copying Permission is granted subject to the terms overleaf and is only granted when this Agreement is signed by CAL. CAL may refuse to sign this Agreement if the information contained in it is incorrect or incomplete or where the Total Fee Payable does not accompany this Agreement.

Signed by the Applicant with the authority of and for or on behalf of THE INSTITUTION/PARTICIPATING INSTITUTIONS:
In the presence of: <span style="font-size: 2em; font-weight: bold; margin-left: 50px;">COPY</span>
Date:

Signed with the authority of and for and on behalf of COPYRIGHT AGENCY LIMITED:
In the presence of: <span style="font-size: 2em; font-weight: bold; margin-left: 50px;">COPY</span>
Date:

WILL FORWARD AN ANNUAL LICENCE FEE NOTICE TO THE APPLICANT TWO MONTHS PRIOR TO THE ANNUAL RENEWAL DATE.

*Please quote these numbers when contacting CAL*

Commencement Date <b>1 January</b>	Annual Renewal Date <b>1 January</b>
---------------------------------------	-----------------------------------------

Organisation No.	Licence No.
------------------	-------------

**REMITTANCE USE ONLY**

Remittance Received	Amount	Customer No.	Initials	Invoice No.	Initials
---------------------	--------	--------------	----------	-------------	----------

# TERMS OF LICENCE E3

## DEFINITIONS

In this Agreement:

"Act" means the Copyright Act 1968 as amended;

"Annual Licence Fee" means an amount calculated in accordance with the formula set out overleaf and, for the second and subsequent Licensed years, as notified to the Applicant in the Annual Licence Fee Notice;

"Copy" means reproduction of a substantial part of a Work by an individual, machine or appliance adapted to the production of copies and includes copying by hand or typing, photocopying, spirit and stencil duplicating and roneoing, facsimile transmissions, slides and projection onto overhead transparencies but does not include database storage or retrieval ("Copies" and "Copying" each have a corresponding meaning);

"Copying Permission" means permission granted by CAL to the Institution and Participating Institutions to Copy Licensed Works in the Territory;

"Licensed Works" means Works of which the reproduction rights are represented by CAL in the Territory;

"Licensee Parties" means the Applicant, the Institution and the Participating Institutions, jointly and severally;

"Ordinary Commercial Price" means the recommended retail price or such lower price normally available to the Licensee Parties;

"Participating Institutions" means those organisations set out in annexure "A" on whose behalf the Applicant has entered into this Agreement;

"Reasonable Time" means 90 days or such lesser time as is agreed by CAL;

"Records" means written details of Copying in the form required by CAL;

"Student Places" means the number of daily student places held by the Institution and the Participating Institutions and registered with or licensed by the appropriate Government department

"Territory" means Australia;

"Works" means literary, dramatic, and artistic works as defined in the Act and does not include any musical work or computer program.

Unless otherwise defined in this Agreement, words or expressions have the meaning given to them overleaf or in the Act.

This Agreement does not constitute a remuneration notice under Part VB of the Act.

## GRANT OF LICENCE

The parties bound by this Agreement are the Licensee Parties and CAL.

CAL, as agent for and on behalf of its members, grants the Institution and the Participating Institutions Copying Permission subject to the terms of this Agreement.

The Applicant warrants that the Applicant has authority to enter into this Agreement on behalf of the Institution and the Participating Institutions.

This Agreement is non-transferable and extends only to Copying of Licensed Works by the Licensee Parties for the teaching and administrative purposes of the Institution and the Participating Institutions.

Copies made in accordance with this Agreement must not be sold to any other Institution or person, whether or not that Institution or person holds a CAL Licence.

Within 30 days of the termination of this Agreement all Copies made under this Agreement and remaining in the possession of the Licensee Parties must be destroyed and a written declaration made by the Applicant confirming that destruction forwarded to CAL.

Y9103

**TERM**  
This Agreement commences on the Commencement Date and continues until terminated by the Applicant or CAL in accordance with clause 4.

## BREACH AND TERMINATION

1 Either the Applicant or CAL may terminate this Agreement effective from the then next Annual Renewal Date by giving one month's written notice to the other party.

2 If any Licensee Party breaches any provision of this Agreement and fails to rectify the breach within 14 days of receiving notice of the breach from CAL:

4.2.1 Copying Permission ceases and can only be granted again by CAL giving written notice; and

4.2.2 CAL may terminate this Agreement immediately on giving written notice to the Applicant without being liable to refund any part of the Annual Licence Fee.

4.3 Clause 4.2 does not in any way limit any other rights or remedies of CAL under this Agreement.

4.4 CAL's right to recover any moneys owing under this Agreement survives the termination of this Agreement.

## 5. LICENSEE PARTIES' OBLIGATIONS

5.1 The Licensee Parties will ensure that:

5.1.1 CAL is paid the Annual Licence Fee by each Annual Renewal Date;

5.1.2 CAL is delivered by each Annual Renewal Date a true and accurate statement signed by the Applicant specifying the Student Places for each of the Licensee Parties for the immediately prior calendar year which CAL may, in its discretion, independently certify;

5.1.3 Copying machines located on the premises of the Licensee Parties have placed near them notices visible to persons using the machines setting out the copying limits under clause 8;

5.1.4 any person making Copies of Works in accordance with this Agreement at a photocopying machine located outside the premises of the Licensee Parties is aware of the copying limits under clause 8; and

5.1.5 CAL is notified within 21 days of any changes to any relevant particulars supplied by the Applicant under this Agreement, so as to allow CAL to make a reassessment, if necessary, of the terms of this Agreement, including the Annual Licence Fee.

5.2 Subject to CAL giving 7 days written notice, CAL may have reasonable access to all relevant records, information and material of the Licensee Parties that relate to:

5.2.1 the copying of Licensed Works; and

5.2.2 the assessment of the Annual Licence Fee.

5.3 CAL agrees to keep confidential any information of the Licensee Parties disclosed to or obtained by CAL for the purpose of determining the Annual Licence Fee.

6. **RECORDS**  
6.1 The Licensee Parties are required to keep Records of Copying only if requested to do so by CAL for a limited survey period.

6.2 If requested to keep Records in accordance with clause 6.1, the Licensee Parties must provide CAL with legible and complete Records.

## 7. LATE PAYMENT

7.1 If the Licensee Parties fail to pay the Annual Licence Fee in accordance with clause 5.1.1, interest will accrue at the rate of interest per annum specified in Order 35 Rule 8 of the Federal Court Rules at the due date and will accrue daily from the due date to the date of payment.

## 8. COPYING LIMITS

8.1 Copying Permission is limited to the statutory limits set out in Part VB, Division 2 in the Act, except that Reasonable Time and Ordinary Commercial Price are as defined in clause 1.1.

## 9. INDEMNITY

9.1 CAL will indemnify the Licensee Parties for any action for infringement of copyright, including damages and costs reasonably incurred, resulting from Copying under this Agreement provided:

9.1.1 the Licensee Parties are not in breach of this Agreement; and

9.1.2 the Licensee Parties comply with clause 10.

9.2 This indemnity covers actions for infringement of copyright.

## 10. ACTIONS FOR INFRINGEMENT

10.1 The Licensee Parties must promptly notify CAL of any claim for copyright infringement and must not compromise or settle such claim without first obtaining the written approval of CAL.

10.2 CAL will have the conduct of any action notified to CAL under clause 10.1.

## 11. PAST COPYING

11.1 If the Licensee Parties have not made and retained records of their Copying of Works prior to the Commencement Date, CAL agrees to offer to the Licensee Parties an indemnity as set out in annexure "B".



**ANNEXURE "A"**  
**CAL LICENCE W (WORSHIP)**  
**Member Congregations of the Applicant**

*This annexure MUST be completed if the Applicant is applying on behalf of several congregations - if not the annexure is not required*

NAME of CONGREGATION	ADDRESS	CONTACT NAME & PHONE NO.	No. of MEMBERS
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
<b>TOTAL No. of MEMBERS:</b>			

COPY

# ANNEXURE A

## CAL E3 LICENCE

### Participating Institutions

*This annexure MUST be completed if an applicant is applying for the licence on behalf of two or more institutions.  
(if insufficient room please reproduce this form)*

NAME of PRESCHOOL/CHILD CARE CENTRE	ADDRESS	CONTACT NAME & PHONE NO.	Registered Daily Student Places
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
TOTAL No. of STUDENT PLACES:			

COPY

ภาคผนวก ข.





HOME SITE MAP FEEDBACK GENERAL FAQ APS

All APS customers must sign the APS Permissions Agreement. If you do not know whether you have signed the agreement, please send us a message using the [Feedback](#) button below, or [call us](#).

## Permissions Agreement

(Academic Permissions Service)

PERMISSIONS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 199\_,  
between the Copyright Clearance Center, Inc. ("CCC") and  
\_\_\_\_\_  
("User").

1. **Nature and Form of Program.** This Agreement provides for participation by User in CCC's Academic Permissions Service ("APS"). The APS grants authorizations to photocopy and to create photocopy anthologies for sale and/or distribution to students and other academic customers. The copies and anthologies may be made and assembled by faculty members individually or at their request by on-campus book stores or copy centers, or by off-campus copy shops and other similar entities. It does not permit "publishing ventures" where any particular anthology would be systematically marketed at multiple institutions. User acknowledges that the holders of copyright rights have complete discretion under the United States Copyright Act, 17 United States Code, whether to grant any permission, and whether to place any limitations on any grant, and that CCC has no right to supersede or to modify any such discretionary act by a rightsholder.
2. **Grant of Permissions.** In order to receive a permission to photocopy a portion of a printed publication, User must first submit to CCC a form as prescribed in CCC's published APS Guidelines. CCC shall not accept any form that is not complete. Within CCC's published response time (measured from CCC's receipt of a completed form), CCC shall notify User whether or not a permission has been granted and the royalty fee due, if any. CCC shall notify User of any limitations imposed by a rightsholder on that permission and, unless User notifies CCC of its intention to decline any particular permission, User shall pay the amount due as set forth in the notification and shall be bound by any such limitation. Any act by User that involves copying beyond that set forth in the notification shall be deemed in its entirety to be an unpermitted act of copying. Separate portions of a work, even if they are to be included in the same anthology, shall require a separate permission under the APS.
3. **Payment for Permissions.** User shall pay to CCC the amount set forth in the permissions notification in full payment for any permission set forth therein (which will include both the amount due to the rightsholder and the service fee payable to CCC), within the time set forth therein. In the event of a failure by User to pay any such amount by the due date, the applicable permission shall be null and void. In the event that User sells fewer copies than the number for which permissions were granted, User shall pay CCC only for the total number of copies sold, and permissions for the unsold copies shall be null and void.
4. **General Terms and Conditions of the Program.** Subject to any further limitations determined by any particular rightsholder, the copying permitted under the APS is limited as follows:
  - (i) no more than 25% of the text of a book or of the items in a published collection of essays, poems or articles may be copied;
  - (ii) no more than the greater of (A) 25% of the text of an issue or of a journal or other periodical or (B) two articles from such an issue, may be copied;
  - (iii) no User may sell or distribute any particular anthology at more than one institution of learning;

- (iv) each copy sold by User must contain a proper copyright notice, identifying the copyright rightsholder in whose name CCC has granted permission and a statement to the effect that such copy was made pursuant to permission; and
- (v) no materials may be entered into electronic memory by User except in order to produce an identical copy of a work before or during the academic term (or analogous period) as to which any particular permission is granted.

In the event that User shall choose to retain the materials in electronic memory for purposes of producing identical copies more than one day after such retention (but still within the scope of any permission granted), User must notify CCC of such fact in the applicable permission request form and such retention shall constitute one copy actually sold for purposes of calculating permissions fees. No permission granted under the APS shall in any way include any right by User to create a non-identical copy of the work or to edit or in any other way modify the work (except by means of deleting material immediately preceding or following the entire portion of the work copied).

5. **Term and Termination.** This Agreement shall be in force beginning as of the date hereof and shall continue for an initial period of one year. This Agreement is automatically renewable for subsequent one year periods in the absence of timely notice of termination. Either party may terminate this Agreement for any reason by giving 90 days' prior written notice thereof to the other party. In the event of termination of this Agreement for any reason, any permissions the periods of which have not yet ended shall remain in effect until their respective terminations. Termination of this Agreement shall have no effect on any party's obligation to pay money to the other party.
6. **Warranty.** Each copyright rightsholder which has granted CCC the right to grant permission under the APS to use any particular Work has warranted that it has all rights necessary to authorize CCC to act on its behalf.
7. **Books and Records; Right to Audit.** As to each permission granted under the APS, User shall maintain for at least four full calendar years books and records sufficient for CCC to determine the numbers of copies made by user under such permission. CCC and any representatives it may designate shall have the right to audit such books and records at any time during User's ordinary business hours, upon two days' prior notice. If any such audit shall determine that User shall have underpaid for, or underreported, any copies sold by three percent (3%) or more, then User shall bear all the costs of any such audit; otherwise, CCC shall bear the costs of any such audit. Any amount determined by such audit to have been underpaid by User shall immediately be paid to CCC by User, together with interest thereon at the rate of 10% per annum from the date such amount was originally due. The provisions of this paragraph shall survive the termination of this Agreement for any reason.
8. **Notices.** All notices and communications under this Agreement shall be in writing addressed, in the case of User, to the person designated below, and in the case of CCC, its President, and shall be deemed to have been given on the day of delivery or transmission if delivered by hand or if sent by electronic mail or facsimile transmission (with receipt confirmed), or on the fifth business day following the day of mailing if mailed, postage prepaid:

Person and/or title: \_\_\_\_\_  
 Address (if different from that set forth at end of Agreement): \_\_\_\_\_

Telephone number: \_\_\_\_\_  
 Facsimile number: \_\_\_\_\_  
 Electronic mail address: \_\_\_\_\_

9. **No Assignment; Integrated Agreement; Governing Law.** Neither party to this Agreement shall have the right to assign or sublicense any of its rights or obligations hereunder without the prior written consent of the other party. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except in a writing signed by the parties hereto. This Agreement shall be interpreted, construed, governed and enforced in accordance with and under the laws of the State of New York, without giving effect to the principles thereof of conflicts of law.

\_\_\_\_\_  
 User's Name  
 User's Address:

Copyright Clearance Center,  
 222 Rosewood Drive  
 Danvers, Massachusetts 01923

---

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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222 Rosewood Drive Danvers, MA 01923 USA / Tel: 508-750-8400 / Fax: 508-750-4744

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Enacted on September 30, 1991

ARTICLES OF ASSOCIATION  
OF  
JAPAN REPROGRAPHIC RIGHTS CENTER

Article 1. (Name)

This Association shall be called the Nihon Fukushaken Center (the English name shall be the Japan Reprographic Rights Center (hereinafter called the "Center")).

Article 2. (Office)

1. The headquarter of the Center shall be located in Tokyo.
2. The Center may establish its branch office or offices through the resolution of the board of directors.

Article 2. (Objectives)

The objectives of the Center are to contemplate with regard to the reproduction of a published work, to protect the copyright of such a published work and to endeavor to diffuse the idea of the copyright as well as the fair and just use of the works, and thereby to contribute toward the development and diffusion of art and science, and culture.

Article 3. (Undertakings)

The Center shall engage in the following undertakings for the purpose of accomplishing the purposes provided for in the preceding Article:

- (1) To be entrusted with the right regarding the use the works through the reprographic reproduction of works from the publication (hereinafter called the "Reprographic

- 2 -

Right") protected by the copyright, and to perform the affairs regarding the exercise of such right.

- (2) To exercise a part of the affairs regarding the execution of the Reprographic Right on behalf of other entities.
- (3) To engage in other undertakings necessary for accomplishing other objectives of the Center.

#### Article 5. (Members)

1. The member of the Center shall be following associations which approved of the objectives of and joined the Center.

- (1) An association of persons who own the Reprographic Right or a federation of such associations.
- (2) An association which owns the Reprographic Right or a federation of such associations.
- (3) An association which is entrusted with the execution of the Reprographic Right or a federation of such associations.
- (4) An association which is entrusted with the Reprographic Right.

2. The admission of a member shall require the approval of the board of directors of the Center.

#### Article 6. (Admission Fee and Membership Fee)

1. An admission fee and membership fee of the Center shall be as follows:

Admission fee: ¥150,000

Membership fee: ¥200,000 per year

2. The admission fee and membership fee which have already



- 4 -

3. The managing directors shall execute the daily affairs of the Center through their consultation according to the resolution of the board of directors.

4. Directors shall organize the board of directors, and shall resolve on and perform any matter other than those which fall within the authority of the general meeting of members of the Center, in addition to matters provided for in this Articles of Association.

Article 10. (Duty of Auditors)

Auditors shall audit the accounting and conditions of performance of the affairs of the Center.

Article 11. (Term of Officers)

1. The term of officers of the Center shall be 2 years; provided, however, the reassumption of office of officers shall not be prohibited.

2. The term of an officer who is elected to fill a vacancy in or increase in the number of officers, shall be the remaining term of his predecessor or other officers then currently in the office.

3. The officer shall continue to serve his office until his successor is elected even after the expiration of the term of his office.

Article 12. (Remuneration of Officer)

The officer of the Center shall receive no remuneration.

Article 13. (Chairman)

1. The Center may have a chairman through the resolution of



- 5 -

the board of directors.

2. The chairman shall be an honorary office.

Article 13. (Advisor)

1. The Center may have an advisor or advisors who shall be appointed through the resolution of the board of directors.

2. The advisor shall advise the chairman of the board of directors on important matters of the Center.

X Article 14. (Secretariats)

1. For the purpose of disposing of the affairs, the Center shall have its secretariats.

2. Wages shall be paid to personnel of the secretariats, and shall be appointed or dismissed by the chairman of the board of directors.

Article 15. (Convocation of Meeting of Board of Directors)

1. The meeting of the board of directors shall be convened by the chairman of the board of directors, 2 times or more in each year; provided, however, that if one third or more of the directors then currently in office request the convocation of the meeting of the board of director, by indicating the matter to be deliberated at the meeting, the chairman of the board of directors must convened the extraordinary meeting of the board of directors within 14 days from the day on which such request is made.

2. The chainman of the board of directors shall act as a chainman of the meeting; provided, however, that the chairman of the extraordinary meeting of the board of directors

- 6 -

provided for in the proviso of the preceding Paragraph, shall be elected by mutual of vote of directors present at the meeting.

Article 17. (Quorum, Etc. of Meeting of Board of Directors)

1. The meeting of the board of directors shall not be held and shall resolve upon any matter unless two third or more of the number of directors then currently in the office is present at the meeting; provided, hqwever, that a director who declared in writing of his intention in advance of the meeting, shall be deemed to be present at the meeting.

2. The resolution of the matter presented at the meeting of the board of directors shall be decided by a majority of the directors present at the meeting, and in case of equality of vote, the chairman shall have the casting vote.

Article 18. (Matters to be Resolved at Meeting of Board of Directors)

The meeting of the board of directors shall, in addition to the matters relating to the agenda presented to the general meeting, resolve on the following matters:

- (1) Enactment and revision of the terms and condition of the entrustment agreement, regulations for reprographic use, and regulations for distribution of the royalty.
- (2) Enactment and revision of the rate of administration fee.
- (3) Other matters necessary for the execution of the undertakings.

X Article 19. (General Meeting)

- 7 -

1. The members of the Center shall form the general meeting.
2. The general meeting of members shall be an ordinary general meeting and extraordinary meeting.
3. The ordinary general meeting of members shall be convened 2 times in each year by the chairman of the board of directors.
4. The extraordinary general meeting of members shall be convened by the chairman of the board of directors whenever such an extraordinary general meeting is necessary.
5. In addition to the preceding Paragraph, if one fifth or more of the number of current members of the Center request the convocation of the general meeting, by indicating the matter to be deliberated at the meeting, the chairman of the board of directors must convene the general meeting within 30 days from the day on which such request is made.

Article 20. (Chairman of General Meeting)

The chairman of each general meeting of members shall be elected by mutual vote of members present at such general meeting.

Article 21. (Matters to be referred to General Meeting)

The following matters shall be submitted to the general meeting of members and approved by the general meeting.

- (1) The plan of undertakings and profit and expense budget.
- (2) Report on undertakings and settlement of profit and

- 8 -

expense.

- (3) Other matters which are deemed necessary by the meeting of the board of directors.

Article 22. (Quorum, Etc. of General Meeting)

1. The general meeting of members shall not be held and resolved upon any matter unless one half of the current members is present at the meeting; provided, however, that a member who declared in writing of his intention in advance of the meeting or a member who appointed another member as his proxy to exercise his vote, shall be deemed to be present at the general meeting.

2. The resolution of the matter presented at the general meeting of members shall be decided by a majority of the members present at the meeting, and in case of equality of vote, the chairman shall have the casting vote.

X Article 23. (Minutes)

The minutes of the meeting of the board of directors and the general meeting of members shall be prepared and preserved by the Center, after having been signed or sealed by the chairman of the meeting and 2 or more of the representative of members present.

Article 24. (Management Committee)

1. A management committee shall be formed in the Center for the purpose of engaging in communication and adjustment regarding the liaison affairs such as negotiations with the

- 9 -

party who uses the reprographic reproduction, and reviewing the regulation for using the reprographic reproduction, contents of agreements and other matters necessary for execution of the undertakings.

2. A member of the committee shall be commissioned by the chairman of the board through the resolution of the meeting of the board of directors.

Article 25. (Disbursement of Expenses)

The expenses required for the execution of the business undertakings of the Center shall be disbursed from the revenue derived from the fees for collection and distribution of the royalty from the reprographic reproduction of works, admission fee, membership fee, and fruits deriving from the assets, and contribution without any restriction on its use, and other revenue.

Article 26. (Fiscal Year)

The fiscal year of the Center shall commence on April 1 of each year, and end on March 31 of the following year.

Supplemental Provisions

1. These Articles of Association shall be enforced as from September 30, 1991.

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**LICENCE FOR COPYING PUBLISHED WORKS**

**THIS AGREEMENT** is made in duplicate as of the day of September, 1996 between:

**CANADIAN COPYRIGHT LICENSING AGENCY**  
(formerly **CANADIAN REPROGRAPHY COLLECTIVE**)

Incorporated pursuant to the laws of Canada

and having its offices at

6 Adelaide Street East, Suite 900

Toronto, Ontario M5C 1H6

(hereinafter called "**CANCOPY**")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

As represented by **The Minister of Education and Training of Ontario**

Mowat Block, 22nd Floor, 900 Bay Street

Toronto, Ontario M7A 1L2

(hereinafter called the "**Minister**")

**WHEREAS** CANCOPY is a Reproduction Rights Organization established by copyright owners to administer reproduction and other rights in their published works,

**AND WHEREAS** the purpose of this agreement ("Licence") is to authorize reproduction of published works in consideration of remuneration to the copyright owners and so to provide access to such published works, without substituting for material which a user would reasonably be expected to purchase,

**AND WHEREAS** the parties have agreed that nothing in this Licence shall be construed as an admission by either of them in respect to the applicability or extent of any defence or exemption which may be available under the **Copyright Act** or any revision to it,

**NOW THEREFORE, THE PARTIES HERETO AGREE as follows:**

## 1. DEFINITIONS.

For the purpose of this Licence, certain terms shall be defined as follows:

(i) "**affiliate**" means any individual author or publisher, estate of an author or publisher, organization representing authors or publishers, or other person with interests in copyright works, who has licensed reproduction rights to CANCOPY;

(ii) "**alternate format copies**" means audio, braille, large print (by reprographic reproduction), electronically encoded and machine readable copies of published works produced for persons who by reason of a sensory, physical or neural handicap cannot effectively use print materials and persons involved in the educational use of any such alternate format copies;

(iii) "**Board**" means a Board included in Schedule "A";

(iv) "**copy**" means a visually perceivable facsimile reproduction of all or part of a published work made by means of a reprographic process, including photocopying, xerography, duplication from a stencil, microform (including microfilm and microfiche), typing, transcription by hand or drawing (including tracing) onto acetate or other material for an overhead or slide projection, and analogous means; and subject to Clause 4.03, copies made by facsimile transmission, computer, word processor and digital copier; except where specific reference is made to copies or copying in an alternate format;

(v) "**copyright owner**" means, in respect of any act in relation to a copyright work, the person or persons with authority to authorize such act;

(vi) "**educational institution**" means any board, school or program covered by a supplementary or other agreement with CANCOPY authorizing it to participate in this Licence;

(vii) "**full-time-equivalent enrollment**" means the number of full-time-equivalent students enrolled at a board, which was reported to the Minister at September 30, 1996;

(viii) "library" includes a resource or learning centre or any similar collection of published works that is part of or belongs to an educational institution;



(ix) "**published work**" means literary, dramatic and artistic works or parts of such copyright works, of which printed copies have been distributed to the public, including but not restricted to books, folios, magazines, newspapers and other periodical publications; and

(x) "**Repertoire**" means those published works or parts of such works which appear in books, newspapers, magazines, journals, other periodicals and other publications published in Canada by affiliates or published in or outside Canada by other copyright owners where an agreement between CANCOPY and another copyright collective or licensing body authorizes CANCOPY to represent such other copyright owners and which are not on the exclusions list provided in accordance with Clause 3.

**2. AUTHORIZATION.**

**2.01. AUTHORIZATION.**

(i) CANCOPY authorizes the not-for-profit copying of published works in its Repertoire during the term of this Licence, subject to the terms and conditions of the Licence.

(iii) The parties acknowledge that the **Copyright Act** does not apply to works in the public domain and provides for some copying of published works by specific exceptions, by defences such as fair dealing, or because the portion reproduced is insubstantial.

**2.02. PURPOSE OF COPYING.** The copying authorized shall be for any purpose within the educational mandate of an educational institution and operating within the authority of the **Education Act**, including educational, recreational, professional, research, archival and administrative activities and including communication of information to parents and the community.

**3. EXCLUSIONS LIST.** The list of published works contained in Schedule "B" shall be excluded from this Licence.

**4. TERMS AND CONDITIONS OF AUTHORIZED COPYING.**

**4.01. PERMITTED COPYING.** This Licence authorizes copying of either ten per cent (10%) of a published work, or any of the following parts of a published work, whichever is greater:

- (i) an entire single **short story, play, essay, article, or poem** from a book or periodical issue (including a set of conference proceedings) containing other works;
- (ii) an entire **newspaper article or page**;
- (iii) an entire entry from an **encyclopedia, dictionary, annotated bibliography or similar reference work**;
- (iv) an entire **copy of an artistic work** (including drawings, paintings, prints, photographs and works of sculpture, architecture or artistic craftsmanship) from a book or periodical issue containing other works; and
- (v) an entire **chapter** of a book.

4.02. All copying shall be onto sheets of paper except for the making of a single copy

- (i) on a sheet of acetate or similar transparent material for the purpose of viewing by means of an overhead projector, slide viewer or similar mechanism, but subject to the restriction in Clause 4.10(iii);
- (ii) as a photograph mounted as a slide, but subject to the prohibition in Clause 4.08(v); or
- (iii) on microform (microfiche or microfilm) for research and archival purposes.

4.03. Input or output of published works (without adaptation) into or from an electronic file by computer or word processor shall be permitted under this agreement, but only in amounts authorized for copying and according to the conditions contained in Clauses 4.01 and 4.04 to 4.11 inclusive and only for the purposes of producing paper copies. This Licence does not authorize dissemination of any such electronic file in any electronic form in any way whatsoever, including on disk or over a computer network. All such files shall be erased from memory or the storage device promptly after all of the paper copies required have been produced and in any event no later than the expiry of this agreement, unless otherwise agreed by the Minister and CANCOPY prior to the expiry.

4.04 **COPYING RARE OR FRAGILE MATERIALS FOR PRESERVATION.** One copy of part or all of a rare or fragile published work may be made to prevent the deterioration of such a work and, if any

such copying is in excess of the copying permitted under Clause 4.01, CANCOPY will be notified in writing.

**4.05. COPYING DAMAGED OR MISSING PAGES.** Copies in excess of the copying permitted under Clause 4.01 may be made to replace any damaged or missing pages in a published work in a publication belonging to an educational institution if the educational institution has first made reasonable efforts to secure a reasonably priced replacement publication available within a reasonable period of time.

**4.06. COPYING OUT-OF-PRINT WORKS.** A single copy of an entire missing or damaged, out-of-print published work may be made to replace a publication of such work in the holdings of a library. Reasonable efforts shall first be made to secure a replacement publication available within a reasonable period of time and at a reasonable price. CANCOPY will be notified in writing if an entire such copy is made.

4.07. This Licence authorizes copying of up to a maximum of 10% over time of work cards, assignment sheets, and tests and examination papers, if such copies are made to replace originals purchased by the educational institution and the portion to be copied is not intended for one-time use and is no longer commercially available.

**4.08. CATEGORIES OF WORK TO WHICH THIS LICENCE AGREEMENT DOES NOT APPLY.** This Licence does not apply to unpublished works and does not apply to the following published works:

(i) workbooks, work cards, assignment sheets, tests and examination papers, and any other similar materials, subject to the exception described at 4.07 above;

(ii) works which are on the exclusions list as contemplated by Clause 3;

(iii) materials containing commercially available proprietary information such as newsletters with restricted circulation;

(iv) originals of artistic works including photographs or prints;

(v) photographic negatives or other transparencies (positives), mounted or unmounted;

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#### 4.12. **REASONABLE EFFORTS.**

(i) An educational institution will be deemed to have made reasonable efforts to obtain a replacement copy if the educational institution requests information from CANCOPY on the print status of the publication sought to be replaced, and CANCOPY advises that the publication is out of print or CANCOPY does not provide the information described in subclause (ii) of this Clause on the print status of such publication; and

(ii) CANCOPY will use all reasonable efforts to provide, within 10 business days of the receipt of a request by an educational institution, to the educational institution print status information including the source or sources from which the publication, if in print, may be obtained.

4.13. **ACCESS TO CLEARANCE SERVICE FOR PRINT MUSIC.** Educational institutions will enjoy access to any music clearance service offered by CANCOPY during the term of this agreement with the Minister. It is understood that CANCOPY's ability to clear requests to copy musical works in print form may be limited and may change or cease at any time. It is also understood that such clearances may be subject to additional payment of licence fees.

4.14. **CLEARANCE SERVICE FOR COPYING BEYOND THE LIMITS.** CANCOPY will use reasonable efforts to clear requests to copy in excess of the limits set out in Clause 4.01 and to copy excluded works published in excluded countries or by excluded publishers or authors and excluded works. Such clearances may, as required by the rights holder, be subject to payment of licence fees and to a different tariff than for other copies governed by this licence as required by the rights holder or CANCOPY.

### 5. **PRODUCTION OF ALTERNATE FORMAT COPIES**

5.01. **AUTHORIZATION.** CANCOPY authorizes the Minister and educational institutions to make alternate format copies of all or any part of published works within the Repertoire that are published in Canada. Notwithstanding Clause 4.08 (i), CANCOPY authorizes the Minister and the educational institutions to make alternate format copies of workbooks, work cards, assignment sheets, tests and examination papers and any other materials intended to be "consumable".

5.02. **PURPOSE OF COPYING.** The production authorized shall be for any purpose within the educational mandate of the Minister or an educational institution, including educational, recreational,

professional, research, archival and administrative activities, including communication of information to parents and to the community. Use of alternate format copies shall be restricted to persons who are blind, visually impaired or otherwise unable to read print because of a disability, and persons involved in educating such persons.

5.03. **ALTERATIONS.** Alternate format copies of all or part of a published work shall contain no alterations from the portion copied except where reasonably necessary to satisfy the exigencies of the alternate format used.

5.04. **NOTICE ON ALTERNATE FORMAT COPIES.** In accordance with good bibliographic practice, alternate format copies shall include a credit to the author, artist or illustrator and the source.

5.05. **NO COMMERCIAL SALE.** Alternate format copies may not be sold for more than the cost of their manufacture.

5.06. **AVAILABILITY TO COPYRIGHT OWNERS.** On request by the affiliate whose published work has been produced in an audio alternate format copy, the educational institution which holds the master of the audio alternate format copy shall make one audio copy available to such affiliate.

## 6. PAYMENT.

6.01 In consideration of the authorization granted by this Licence, the Minister shall pay to CANCOPY licence fees totalling two million dollars (\$2,000,000.00) as follows:

(i) Within thirty (30) days of signing this Licence, one million dollars (\$1,000,000.00);

(ii) Within thirty (30) days of CANCOPY's production of signed supplementary agreements for individual Boards, and in any event no earlier than November 30, 1996, licence fees payable by the Minister in addition to the payment under (i) in connection with those signed agreements, calculated in accordance with the provisions of Clause 6.02 below; and

(iii) Within thirty (30) days of CANCOPY's production of any additional signed supplementary agreements and in any event no later than March 1, the balance, if any, remaining of the total licence fees payable by the Minister.

6.02 Payments made by the Minister under Clause 6.01 are made subject to the following.

(i) Combined payments under Clause 6.01 (i), (ii) and (iii) constitute payment in full for not less than fifty (50) per cent of the total copies assessed for all Boards for the term of this Licence.

(ii) Supplementary agreements with individual Boards will require payment for the balance of copies by those Boards.

(iii) Licence fees payable under this Licence and any supplementary agreement under it are assessed by reference to sampling conducted earlier, in the period ending June 30, 1995, and are based on a tariff of 3 cents for each copied page plus applicable taxes, up to a maximum of \$2.05 for each full-time-equivalent student plus applicable taxes for those boards signing supplementary agreements pursuant to Clause 6.02(iv).

(iv) The balance of licence fees payable to CANCOPY by Boards under supplementary agreements shall be one dollar (\$1.00) for each full-time-equivalent student enrolled at the Board plus applicable taxes, constituting payment for not more than fifty per cent (50%) of copying assessed for the Board.

(v) Educational institutions not entering into supplementary agreements as set out in Clauses 6.02 (iii), (iv) and (vi) shall, upon entering into other agreements acceptable to CANCOPY, have applied to their credit their pro-rata share of licence fees paid by the Minister. However, under these other agreements, licence fees shall be based on a tariff set by CANCOPY.

(vi) Payments to CANCOPY by the Minister under Clause 6.01 are to be applied to the credit of individual Boards that conclude supplementary agreements with CANCOPY. Credits shall be calculated by dividing total licence fees paid by the Minister by the total number of full-time-equivalent students at all educational institutions potentially covered by the Licence and multiplying this by the full-time-equivalent enrollment for the Board.

(vii) Those educational institutions included in Schedule "A" that do not have a student enrollment may nonetheless be covered in all relevant respects by the terms and conditions of this Licence.

(viii) The amount (if any) not accounted for under Clause 6.02 (vi) shall be disbursed in accordance with written instructions from the Minister.

6.03. The Minister agrees the services referred to in this Licence are being purchased on behalf of Her Majesty the Queen in Right of Ontario and warrants that no Goods and Services Tax or Provincial Sales Tax is payable in respect of the payment by the Minister.

6.04. Late payment shall be subject to interest charges from the due date, calculated at a rate equal to the prime rate of the Bank of Nova Scotia (as it exists from time to time) plus one per cent per annum, compounded monthly.

## **7. TERM.**

7.01. This Licence shall commence on July 1, 1996 and shall remain in force until June 30, 1997.

## **8. SAMPLING.**

8.01. CANCOPY will develop a sampling protocol to assist CANCOPY in allocating remuneration to its affiliates and to estimate the number of units made under this Licence for use in possible future agreements.

8.02. For the purpose of Clause 8.01, "unit" means a copy of a page or part of a page of a published work, provided that if two or more pages of a published work are copied onto one sheet of paper or other permitted material, it shall be counted as two or more units (the appropriate multiple of the number of original pages).

8.03. Any sampling will be designed and analyzed by a third party who shall be acceptable to the Minister and CANCOPY and shall be paid by CANCOPY. It is agreed that sampling may be carried out by CANCOPY itself. None of the information obtained in such sampling may be used directly or indirectly in or in relation to any action or claim for copyright infringement or for breach of any other right, either during or after the term of this Licence. Any educational institution that exercises the rights granted to it under this agreement shall cooperate with CANCOPY in furnishing information and in using sampling equipment pursuant to the agreed protocol.

## **9. INDEMNITY.**

9.01. CANCOPY will hold the Minister, all the educational institutions and all persons who make copies of any published work pursuant to this Licence harmless from and against all royalties, claims,



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negotiation relating to a Claim if the Defendant believes, acting reasonably, that the defence or negotiations are not being handled in the best interests of the Defendant. Notwithstanding anything in Clauses 9.01 and 9.02, any such intervention or assumption of control shall be at the Defendant's own expense, but CANCOPY shall remain responsible for any damages awarded or settlement agreed to by CANCOPY.

9.04. If the Defendant declines or fails to permit a settlement, and then a settlement is subsequently made or damages are subsequently awarded which are in excess of such proposed settlement, then the Defendant shall be responsible for all losses, costs and damages subsequently incurred or suffered by CANCOPY over and above the amount of such proposed settlement.

9.05. The Defendant shall cooperate in the defence of any Claim (but not including financial contribution) in such ways as CANCOPY may reasonably require.

## **10. USER COMPLIANCE.**

10.01. The Minister shall use its best reasonable efforts to inform educational institutions that they are required to comply with the terms and conditions of authorized copying as set forth in the Clause 4. CANCOPY shall assist the Minister by producing information which the Minister shall distribute to Boards and other educational institutions.

10.02. The Minister shall inform educational institutions that they are required to notify the Minister and CANCOPY of any Claim made against them as soon as reasonably possible after they become aware of such Claim in order for the indemnity in Clauses 9.01 and 9.02 to apply.

10.03. When the Minister believes it appropriate, the Minister will submit to CANCOPY, for its review and comment, any informational material concerning this Licence that the Minister intends to circulate to educational institutions.

10.04 CANCOPY acknowledges and agrees that other than as set out in this Clause, the Minister has no duties or obligations with respect to enforcing compliance with this Licence by the educational institutions.

## **11. SCHEDULES.**

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(i) It has endeavoured to discuss with the other party whether the parties can agree to submit the dispute to arbitration as set forth in Clause 15; and

(ii) One party has advised the other party in writing, at least ten (10) business days prior to giving any notice required on an application to the Copyright Board, that it is unwilling to proceed by arbitration.

#### **15. ARBITRATION.**

Any arbitration under this Licence shall be governed by the Arbitration Act S.O. 1991, c. 17. The result shall be final and binding on the parties.

#### **16. GOVERNING LAW AND JURISDICTION.**

This Licence shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario. The parties shall submit to the jurisdiction of the Federal Court of Canada, or if outside the jurisdiction of the Federal Court of Canada, to the jurisdiction of the courts of the Province of Ontario, subject to the following: any question or difference between the parties arising out of this Licence concerning the construction or effect thereof or the respective rights and liabilities of the parties thereunder may be referred by either party to the adjudication of the Copyright Board if empowered to determine any such question or difference.

#### **17. NO ASSIGNMENT.**

This Licence shall not be assigned by CANCOPY or the Minister without the prior written consent of the other.

**IN WITNESS WHEREOF** the parties have executed this Licence.

**CANADIAN COPYRIGHT  
LICENSING AGENCY**

**MINISTER OF EDUCATION  
AND TRAINING**

-----  
Director

-----

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Director

-----  
Date

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Date

**SCHEDULE "A"**

**EDUCATIONAL INSTITUTIONS COVERED BY THE LICENCE BETWEEN THE CANADIAN COPYRIGHT  
LICENSING AGENCY AND HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**

For the purpose of this Licence, a "Board" may include any or all of the following:

Board of Education

Public School Board

Secondary School Board

Roman Catholic Separate School Board

Protestant Separate School Board

The Metropolitan Toronto French-language School Council

The Ottawa-Carleton French-language School Board and the Public Sector of the Ottawa-Carleton

French-language School Board and the Roman Catholic Sector of the Ottawa-Carleton French-language School Board

The Metropolitan Toronto School Board

W. Ross MacDonald School

Education programs provided by school boards in facilities or institutions for which grants are payable under section 27 of the General Legislative Grants Regulations 1994 or any successor thereof

Boards created under section 68 of the **Education Act** R.S.O. 1990, c. E-2

Any other French-language school board established under the **Education Act** or any Regulation made under it

#### **SCHEDULE "B"**

#### **EXCLUSIONS LIST**

This licence includes:

- works published in Australia, Canada, France, Germany, Great Britain, Iceland, Liechtenstein, Malta, Netherlands, New Zealand, Norway, South Africa, Spain, Switzerland and the United States of America, and

This licence excludes:

- editions of all other works published outside the countries listed above;
- works published by the following copyright owners who have informed CANCOPY that they do not want their publications copied under your licence with CANCOPY. Permission must be obtained directly from the copyright owner before copying from any of them if the copying would otherwise be an infringement of copyright. All works from each publisher are excluded unless otherwise noted.

Publisher	Imprint/Author
American Chemical Society	Chemical Abstracts Service
Anbar Publications	
Apocrypha Corporation	All works by WF (Frank) Westcott
Educational Technology Publications, Inc.	
Gordon V. Thompson Music	Canada Is Series
Individualized Training Technology	
McGraw-Hill Ryerson Ltd	All titles published under "Primus" service
Modulo Editeur Inc.	
New Star Books Ltd.	All works by Rolf Knight
Septembre	
Stoffman, Daniel	
Wolf Awareness Inc.	

2/7/96



Authors' Licensing & Collecting Society 74 New Oxford Street London WC1A 1EF  
 Telephone: 0171-255 2034 Fax: 0171-323 0486 Email: alcs@alcs.co.uk  
<http://www.alcs.co.uk>

## APPLICATION FOR MEMBERSHIP

HEREBY APPLY TO BECOME AN ORDINARY MEMBER OF THE AUTHORS' LICENSING AND COLLECTING SOCIETY LIMITED. *(For successor membership, please ask the Administration Manager for the appropriate form.)*

I understand that (i) my Membership shall be subject to the Memorandum & Articles of Association of the Authors' Licensing & Collecting Society ("the Society") and my rights, duties and obligations as an Ordinary Member shall be governed by the Memorandum & Articles, and all rules made thereunder, as in force from time to time, and, in particular, (ii) the rights which the Society shall be entitled to administer on my behalf are as specified in paragraph (c) of Article 7, including such additional rights pursuant to paragraphs (d) and (e) of Article 7.

### ARTICLE 7 (c), (d) and (e):

(c) Subject to paragraph (e) the categories of rights in each work of a Member to be administered by the Company on behalf of that Member are, in respect of the United Kingdom and the Republic of Ireland, the following categories:-

- (i) the lending right;
- (ii) the reprographic right in each published work;
- (iii) the private recording right;
- (iv) the right to communicate the work to the public by means of any cable diffusion which expression includes diffusion over any path provided by a material substance;
- (v) the off-air recording right;
- (vi) the right to perform the work in public by means of apparatus for receiving visual images or sounds conveyed by electronic means;
- (vii) the right to communicate the work to the public by means of the satellite broadcasts of the programme services of BBC World Service Television including the terrestrial retransmission thereof;
- (viii) the rights of exploitation by all or any electronic means or in electronic form, capable of or amenable to collective administration
- (ix) the rental right.

7(d) The categories of rights in each work of a Member to be administered by the Company on behalf of that Member in respect of countries outside the United Kingdom and the Republic of Ireland (hereinafter referred to as "overseas countries") are the following categories of rights for all such overseas countries, or such part or parts of those countries as the Council may decide in respect of any particular category of rights, namely:-

- (i) The rights which, from time to time, are administered by the Company in respect of the United Kingdom and the Republic of Ireland, including all such rights as subject under the laws of the overseas countries and which correspond to the rights administered for the United Kingdom and the Republic of Ireland, however such rights may be described in those laws;
- (ii) Such other rights as the Council may, from time to time, decide are not capable of being effectively administered otherwise than by collective administration provided that no such decision shall have effect:-
  - (a) until a notification of the Council's decision has been sent to each Member, nor
  - (b) in relation to a particular Member, if, within 30 days from the date of the notification to that Member of the Council's decision, the Member serves on the Secretary written notice stating that he does not wish the decision to apply to the rights in his works.

Please turn over



(e) The Corporate members and the Ordinary members in general meeting may by a special resolution decide that the Company shall administer the other categories of rights in respect of the United Kingdom and the Republic of Ireland in addition to those mentioned in paragraph (c):

Provided that, subject to paragraph (f), such a resolution shall not have effect in relation to a person who is a Member when the resolution is passed if, within 30 days from the date of the resolution, the Member serves on the Secretary written notice that he does not wish the resolution to apply to the rights in his work.

*A copy of the Memorandum & Articles of Association and any rules made thereunder will be sent on request, free of charge.)*

I undertake to inform the Society in writing from time to time of (i) new and additional titles and (ii) any change in my address or payment details.

I enclose the sum of ..... (£5.88 inc. VAT for UK residents, £5.00 for other EC/EEA/EFTA residents, £7.00 for residents in other countries) being my subscription to the Society for the period ending 31 March 19.....

(Please make cheques payable to ALCS Ltd. If you are paying from overseas and have no sterling account, please ask your local bank to arrange payment by cheque or bank draft in sterling drawn on a bank in London.)

NAME: (CAPITALS) .....

Signed: ..... Date: .....

# SCRIPT DETAILS FORM

*Complete in capitals or in typewriting*

TITLE NAME:	
Original name	Please indicate medium of this work: Television Film made for television Film Radio Theatre
Medium of work	
Part of series (if applicable)	
Length of work (in minutes)	
Original foreign titles, if known	
Agency or production company	
Director, if known	Type of work (eg drama, documentary)
Other relevant information	
Transmission date	
Year of production	
Office use only	

TITLE NAME:	
Original name	Please indicate medium of this work: Television Film made for television Film Radio Theatre
Medium of work	
Part of series (if applicable)	
Length of work (in minutes)	
Original foreign titles, if known	
Agency or production company	
Director, if known	Type of work (eg drama, documentary)
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	Office use only
other relevant information	

For office  
use only

CAE

MEMBER

WORT

CODE

319

# AUTHORS' LICENSING & COLLECTING SOCIETY

74 New Oxford Street London WC1A 1EF

Telephone: 0171-255 2034 Fax: 0171-323 0486 Email: alcs@alcs.co.uk

<http://www.alcs.co.uk>

## REGISTRATION FORM

Please complete in capitals or typewriting and send to the above address

### 1 PERSONAL DETAILS

Full Name and Title .....

Principal Writing Name .....

Pseudonym(s) or variants .....

.....

.....

Date of Birth ..... Nationality .....

Address .....

.....

..... Post Code .....

Tel Number (incl. code) (home) ..... (work) .....

Agent's Name and Address .....

.....

.....

Please tick in the box if you are a member of:

The Society of Authors

PRS

Other  Please specify below

The Writers' Guild

NUJ

.....

### 2 VAT

Are you registered for VAT?

YES / NO

If you are registered for VAT we will send you details of our self-billing scheme in due course.

PLEASE TURN OVER

**PAYMENT DETAILS**

**A. DIRECT TO YOURSELF**

To save costs, payment will be made to you by credit transfer into a current bank account, unless indicated below. YOU WILL RECEIVE NOTIFICATION FROM ALCS OF ALL PAYMENTS MADE.

Bank Name and Address .....

ACCOUNT NUMBER							SORT CODE		ACCOUNT NAME
							:	:	

*If you have a bank account outside the UK we may be able to make payment direct to this: please ask the ALCS office for information.*

If payment by cheque, to whom payable .....

Address to which statement is to be sent .....

**B. VIA AN AGENT OR OTHER REPRESENTATIVE**

I hereby authorise ALCS Ltd to pay all monies due to me to .....

whose receipt shall be a full and sufficient discharge for such monies.

**PAYEE'S DETAILS**

Bank Name and Address .....

ACCOUNT NUMBER							SORT CODE		ACCOUNT NAME
							:	:	

If payment by cheque, to whom payable .....

Address to which statement is to be sent .....

*If you wish to change the payee you MUST inform ALCS in writing. Any such change will be effected at the next practical distribution.*

**4 SIGNATURE**

Signed.....Date.....

### ประวัติผู้เขียน

นายวันชัย รักษ์สิริวรกุล สำเร็จการศึกษามัธยมศึกษาจากโรงเรียน  
สวนกุหลาบวิทยาลัย และสำเร็จการศึกษาระดับปริญญาตรีจาก คณะนิติศาสตร์  
จุฬาลงกรณ์มหาวิทยาลัย เมื่อปีการศึกษา 2536 และเข้าศึกษาต่อในหลักสูตรนิติศาสตร์  
มหาบัณฑิต ณ จุฬาลงกรณ์มหาวิทยาลัย เมื่อปี พ.ศ. 2537 ปัจจุบันประกอบ  
อาชีพทนายความ

