

Screenrights Licence, Part IVA Copyright Act, 1968

SCHEDULE

ADMINISTERING BODY

Insert here the details of the legal entity i.e. company or body which administers the educational institution and can enter into contracts on the institution's behalf.

Name

Address

ABN

EDUCATIONAL INSTITUTION DETAILS

Name

Address

Telephone ()

Email

Name of contact person

EDUCATIONAL INSTITUTION CATEGORY

Indicate which paragraph of the definition of "educational institution" copied below from section 10 of the Copyright Act describes your institution (tick one):

- An institution that conducts courses of primary, secondary or tertiary education by correspondence or on an external study basis.
- A school of nursing.
- An undertaking within a hospital, if the undertaking conducts courses of study or training in the provision of medical services or services incidental to the provision of medical services.
- A teacher education centre.
- An institution with the principal function of providing courses of study or training for any of the following purposes:
 - general education;
 - the preparation of people for a particular occupation or profession;
 - the continuing education of people engaged in a particular occupation or profession;
 - the teaching of English to people whose first language is not English.
- An undertaking within a body administering an educational institution, if:
 - the educational institution is of a kind referred to in a preceding paragraph of this definition; and
 - the principal function, or one of the principal functions, of the undertaking is the provision of teacher training to people engaged as instructors in educational institutions of a kind mentioned in a preceding paragraph of this definition, or of 2 or more such kinds.

Screenrights
Level 1, 140 Myrtle Street
Chippendale NSW 2008

Phone
02 8038 1300

Email
licensing@screenrights.org

PO Box 853
Broadway NSW 2007

ABN 76 003 912 310

screenrights

SCHEDULE continued

AMOUNT PAYABLE

Rate for 1 January to 31 December 2020:

Equitable remuneration is the Rate time the Gross Receipts from the prior year or \$100 whichever is greater.

0.1%

X

Gross Receipts

Gross Receipts means annual gross turnover from all training activity including, without limitation:
a) all student fees including, enrolment fees, tuition fees, library fees and course material fees;
b) fee for service training; and
c) government funded and employer funded placements;

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Amount payable \$

Please calculate the amount payable by multiplying last year's Gross Receipts by the rate (0.1%).
If the calculation is less than \$100, then the amount payable is \$100.

Remuneration Notice

Pursuant to section 113Q of the Copyright Act (Commonwealth) 1968, the Administering Body undertakes to pay equitable remuneration to the Audio-Visual Copyright Society Limited (trading as Screenrights) for the copies of television and radio broadcasts and communications of those copies made by or on behalf of it in accordance with Division 4 of Part IVA of the Copyright Act, and to give Screenrights reasonable assistance to enable Screenrights to collect and distribute that equitable remuneration while this notice is in force.

SIGNED

Signed for an on behalf of _____ by its authorised officer.
(insert name of educational institution)

(Signature of officer)

(Office held)

(Name of officer)

Dated ____/____/____

Complete and sign the form and email it to Screenrights: licensing@screenrights.org

COLLECTION SCHEME AGREEMENT

Screenrights and the Administering Body (as defined in the Schedule) have agreed to determine the amount of equitable remuneration payable by the Administering Body for copying and communication of broadcasts in accordance with Division 4 of Part IVA of the Copyright Act 1968 (the "Act") on the terms set out below.

1 TERM

- 1.1 This agreement commences on the date of the Remuneration Notice (which forms part of the Schedule) and will continue unless terminated in accordance with this clause.
- 1.2 Either party may terminate this Agreement by three months notice in writing. Such notice will not take effect before the end of the financial year in which the notice is given.
- 1.3 The Administering Body agrees not to revoke its Remuneration Notice during the Term.

2. ADMINISTERING BODY'S OBLIGATIONS AND UNDERTAKINGS

- 2.1 The Administering Body must pay Equitable Remuneration to Screenrights within 30 days of receipt of an invoice from Screenrights.
- 2.2 The Administering Body must give Screenrights reasonable assistance to enable Screenrights to collect and distribute that equitable remuneration including but not limited to providing data on the usage of copies of broadcasts as reasonably requested by Screenrights from time to time. Any costs of assisting Screenrights will be borne by the Administering Body.
- 2.3 The Administering Body warrants that the information provided by it in the Schedule is accurate.
- 2.4 The Administering Body warrants that the institution is an Educational Institution for the purposes of Section 10 of the Act.
- 2.5 Gross Receipts means annual gross turnover from all training activity including, without limitation: (a) all student fees including, enrolment fees, tuition fees, library fees and course material fees; (b) fee for service training; and (c) government funded and employer funded placements.
- 2.6 The Administering Body will provide Screenrights with the Educational Institution's total Gross Receipts for a forthcoming calendar year by 31 March.
- 2.7 The Administering Body will ensure that the Educational Institution
 - (a) does not permit or allow a Copy made by or on behalf of that Educational Institution to be:
 - (i) lent or communicated other than to staff or students of the Educational Institution; or
 - (ii) given to any person other than an educational institution from which Screenrights has received a Remuneration Notice which is in force and the Copy given is a copy of the Copy made by the Educational Institution on behalf of that other educational institution.
 - (b) takes all reasonable steps to ensure that only those entitled to access Communications are able to do so.

3. REMUNERATION

- 3.1 Subject to this clause, the amount of equitable remuneration payable to Screenrights by the Administering Body for each calendar year during the term of this Agreement for all Copies of Broadcasts and Communications will be the Share multiplied by the Gross Receipts for the completed Calendar Year immediately preceding the Calendar Year for which equitable remuneration is being calculated or \$100, whichever is greater.
- 3.2 The Share will be 0.1%.

4. BREACH

- 4.1 If the Administering Body is in material breach of any of its obligations under this Agreement, and fails to rectify such breach within fourteen days of being given notice to do so by Screenrights, Screenrights may terminate this Agreement.
- 4.2 The above remedy available to Screenrights is in addition to any other remedies it may otherwise have.

5. MISCELLANEOUS

- 5.1 Terms used in this Agreement which are defined in the Copyright Act 1968 (Cth) will have their statutory meaning unless the context otherwise requires.
- 5.2 All notices under this Agreement must be in writing and given by personal delivery, pre-paid post or email at the addresses or facsimile numbers shown on page 1 of this Agreement or such other address, addresses or email addresses as may be designated by either party from time to time in writing.
- 5.3 Failure or omission by a party at any time to enforce or require strict or timely compliance of any provision of this Agreement shall not affect or impair that provision in any way or the rights of that party to avail itself of the remedies it may have in respect of any breach of any such provision.
- 5.4 This Agreement contains the entire agreement between the parties and supersedes any other communication or representation made in connection with the subject matter.
- 5.5 If any provision of this Agreement is found to be void, illegal or unenforceable, that provision shall be deemed severable and the remaining provisions shall be read and applied as if the void, illegal or the unenforceable provision had been deleted.
- 5.6 This Agreement may only be varied, modified, amended or added to in writing executed by the parties.
- 5.7 The parties must bear their own costs, expenses and outgoings which may arise in connection with the preparation, negotiation and execution of this Agreement except any stamp duty payable must be borne by the Administering Body.
- 5.8 This Agreement is governed by the law of New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the courts in New South Wales.