

INTERNATIONAL FEDERATION OF REPRODUCTION RIGHTS ORGANISATIONS PRINCIPLES FOR INTERNATIONAL DOCUMENT DELIVERY

Document Delivery is the reproduction and delivery or communication of literary and artistic works to remote clients on his or her request. For example, the reproduction and delivery or scanning, storage, transmission of an article from a print journal for a client who requested to read it as a photocopy, on screen, as a temporary copy or to print it out on paper.

International Document Delivery is document delivery across national borders.

International Document Delivery raises issues of mandate, international conflict of laws and differential pricing.

IFRRO states the following principles with regard to Document Delivery and International Document Delivery.

- **Affirming** and supporting the right of rightsholders (creators and publishers) to control the rights in their works.
- **Respecting** the Berne Convention in particular Article 9 –The TRIPS Agreement, Article 13, and the WIPO Copyright Treaty, Article 10, which set out the “Three Step Test.”
- **Article 13 of TRIPS states:** *“Limitations and Exceptions” Members shall confine limitation or exceptions to exclusive rights to certain special cases which do not conflict with a normal exploitation of the work and do not unreasonably prejudice the legitimate interests of the right holder.”*
- **Affirming** the *Collective Management of Digital Rights*. A position paper of the International Federation of Reproduction Rights

Organisations (IFRRO) (Adopted by the IFRRO Annual General Meeting in Toronto, October 1996)

- **Affirming** the *IFRRO – Author Coalition (AC) Joint Statement on Electronic Use of Copyright Works* (Brussels, February 2000).
- **Affirming** the *IFRRO - International group of Scientific, Technical and Medical Publishers (STM) Joint Statement on the Electronic Storage of STM Material* (Edinburgh 14 May 1992)
- **Affirming** the *IFRRO - International group of Scientific, Technical and Medical Publishers (STM) Joint Statement on the Digitisation of Printed STM Material* (Tokyo 24 January 1998)

Considers that any Document Delivery of copyright works be conducted:

- with the rights holders' permission;
- with the price of the permission set by the rightsholders; or
- with the rightsholders' authorised representative's permission; and
- the price of the permission set by the rightsholders' authorised representative; or
- if performed under an exception in national legislation, which complies with the Three Step Test whether or not subject to an independent or governmental authority or the jurisdiction of a tribunal, then with the price agreed to and accepted by the rightsholders in that territory or by their authorised representatives.

Considers that any International Document Delivery of copyright works be conducted:

- with the permission of rightsholders in the country of supply and in the country of reception; and
- with the price of the permission agreed by the rightsholders in the country of supply and the country of reception; or
- with the permission of the authorised representatives of the rightsholders in the country of supply and in the country of reception; and

- with the price of the permission agreed by the authorised representatives of the rightsholders in the country of supply and in the country of reception; or
- if performed under any exception complying with the Three Step Test in national legislation in the country of supply, or the country of reception, or of both countries, whether or not subject to an independent or governmental authority or the jurisdiction of a tribunal in either country or in both countries, then at a price agreed to and accepted by the rightsholders or their authorised representatives in both countries.

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