

Pilot Contract for making available of certain audio-visual content on demand

Agreement between, on one side, the Royal Library (KB) and, on the other side, Copyswede, Ek.för. and Kopiosto r.f., on behalf of themselves and on behalf of rights belonging to the member organizations and co-operation partners listed in Attachment 1 below.

Background

One of KB's ancillaries is the Svensk Media Databas/Swedish Media Database (SMDB), a partly digitized database, consisting of audio-visual and audio media delivered to KB by virtue of decree. SMDB is available to researchers at KB's premises, but access to the content can also be given by interlibrary loan. Here, interlibrary loan means a remote ordering in SMDB's search service resulting in KB's staff copying the requested content to CD/DVD that is sent to the requesting researcher with traditional mail and that the researcher is obliged to handle in a certain way.

KB's ambition is to replace the described interlibrary loan system. The intention is to create a system of making available over the Internet with a streaming method. Such making available requires copyright permission. With the aim to create convenient conditions for certain selected archives and libraries to be able to obtain such permission, the Finnish and Swedish Copyright Acts have respectively been amended with special provisions for extended collective license regarding making available of material in the collection of the archive/library.

By the term research is, within the framework of this agreement, meant scientific work conducted by someone affiliated to an institution for higher education or a research institute.

§ 1 Scope of the Agreement and granting of rights

This agreement covers the re-use of copyright protected contributions to audiovisual works included in Sveriges Radio AB's (presently Sveriges Television AB's and henceforth SVT's) in-house productions that have been broadcasted for the first time in the 1960s.

This agreement covers rights of authors, performers and producers which are represented by Copyswede's member organizations respectively listed below and by IFPI and FRF as well as of SVT. This agreement covers rights of authors and performers which are represented by Kopiosto's member organizations respectively listed below. Through commission the rights of these member organizations have been assigned to Copyswede and Kopiosto respectively. These latter has an agreement of mutual representation regarding inter alia for making audiovisual works available to the public for scientific research, which is the form of use that Kopiosto licenses with this agreement. Also SVT, FRF and IFPI have assigned its rights to Copyswede.

Kopiosto is a ECL organisation on the basis of, inter alia, section 14 of the Copyright Act, which applies to the production of copies of, for example, audiovisual works and making available to the general public for educational and research purposes.

In accordance with section 26 of the Copyright Act, the Ministry of Education and Culture approved Kopiosto on 20 December 2012 to act as an ECL organisation in this area on behalf of rights holders of audiovisual works, with the exception of the producers' special right (section 46 a) and the broadcasting company's right to television broadcasts (section 48).

For the period of the pilot agreement Copyswede and Kopiosto grant to KB the right to make available audiovisual works at the request of 40 researchers at Åbo Akademi (the recipient), through a special access service tied to KB's Internet domain (the remote access service).

The parties agree that the agreement, in respect of the use or part thereof that occur on their territory respectively, should be endowed with extended collective licensing effect to the widest possible extent in respect of works or other contributions of the kind which are granted by this Agreement. Notwithstanding this, the right holder has, in accordance with legislation and or agreement, a right to opt-out from the application of the agreement.

The grant also includes a right to make such reproductions as are necessary for the technical functionality of the remote access service at KB. The grant also covers such temporary copies made at the recipient.

The use is to be made with regard for the moral rights of the right holders concerned.

§ 2 Special technical conditions and requirements

The making available under this agreement is to be made with a streaming method and in manners and formats designed to not allow permanent storage or copying by the recipient or access by unauthorized persons.

§ 3 Prohibitions on use (opt-out) and requirements of the rights holders

The author, performer or producer subject to this rights assignment by virtue of application of extended collective license have the right to issue a prohibition against use. Notice of such a prohibition may be submitted to either of the parties to this agreement. In the event of an opt-out submitted to KB, KB shall, without delay, redound to prompt observance. The notice shall be forwarded to Copyswede and Kopiosto for information. The right of use of the work in question terminates as KB receive notice of the prohibition. In the event that prohibition is submitted to Copyswede or Kopiosto, it shall be forwarded without delay to KB. The prohibition applies on delivery of such message to KB.

Claims by third parties in respect of the rights assignment of this Agreement or of the intended extended collective license shall be referred to Copyswede and Kopiosto.

§ 4 Remuneration

As total remuneration for the grant of this pilot agreement and for works and other contributions used by virtue of the extended collective license applied, KB pays an amount of € 1 (one) to Copyswede/Kopiosto. The parties agree that the nature and level of this remuneration is not a precedent and could not be referred to beyond this pilot agreement.

VAT at the currently applicable rate is included.

The parties agree that in the event that others than KB and or the designated recipients would make dispositions of the contents in any manner whatsoever, this is not covered by the remuneration or the assignment of this agreement.

§ 5 Reporting and Distribution

KB will provide accounting of the number of transfers that take place in the remote access service, if possible, distinguishing the specific works that are subject of transmission.

The pilot will be used to examine the conditions for effective reporting of the use and distribution of remunerations paid with respect to a possible continuation of the grant after the pilot period.

§ 6 Duration and termination of the agreement, etc.

This agreement is valid from the signing until the 2016-12-31.

Kopiosto may by written notice terminate this agreement with prompt effect if it is justified by changes of the Finnish Copyright Act or in the factual or legal circumstances which change the basis for this Agreement.

Stockholm 2016-__ - __

Helsinki 2016-__ - __

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For KB

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For Kopiosto

Stockholm 2016-__ - __

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For Copyswede

Attachment 1 Member organisations and co-operation partners of Copyswede and Kopiosto

A. Co-operation partners of Copyswede

Sveriges Television AB (SVT)
IFPI, svenska gruppen (IFPI)
Filmproducenternas Rättighetsförening (FRF)

B. Copyswede's Member organizations

Bildkonst Upphovsrätt i Sverige (BUS),
Svenska Fotografers Förbund (SFF),
Svenska Musikerförbundet (SMF),
Teaterförbundet – fackförbundet för scen och media (TF),
Svenska Tonsättares Internationella Musikbyrå (STIM),
Nordisk Copyright Bureau (NCB)
Svenska Tecknare (ST),
Sveriges Dramatikerförbund (SDF),
Sveriges Författarförbund (SFF),
Sveriges Konsthantverkare och Industriformgivare (KIF),
Svenska Journalistförbundet (SJF),
Sveriges Yrkesmusikers Förening (SYMF),
Sveriges Läromedelsförfattares Förbund
SAMI

C. Kopiosto's Member organizations

Aikakauslehtien Päätoimittajat ry
AKAVA rf, Centralorganisationen för högutbildade i Finland
Animaatioklinikka – Suomen animaationtekijät ry
Chefredaktörernas förening rf
Elvis – Föreningen för finska tonsättare och textförfattare
Fackförbundet för Teater och Media Finland
Film- och Mediearbetarnas Förbund Finland rf
Finlands dans- och cirkuskonstnärer rf
Finlands Dramatiker och Manusförfattare rf
Finlands facklitterära författare rf
Finlands Journalistförbund rf
Finlands kritikerförbund rf
Finlands Musikerförbund rf
Finlands Radio- och TV-reportrar rf
Finlands Scenografförbund rf
Finlands Skådespelarförbund rf
Finlands svenska författareförening rf (FSF)
Finlands Svenska Skådespelarförbund rf (FSS)
Finlands Teaterregissörers och Dramaturgers Förbund

Finlands Tonsättare rf

Finlands Tonsättares Internationella Upphovsrättsbyrå Teosto rf

Finlands ungdomsförfattare rf

Finlands vetenskapsredaktörers förbund rf

Finlands översättar och tolkförbund rf

Finnfoto – Finlands fotoorganisationer rf

Freelance Mediearbetarna rf

Grafia – Föreningen för designers av visuell kommunikation i Finland

Gramex - upphovsrättsföreningen för utövande artister och ljudupptagningsproducenter rf

Illustratörerna i Finland rf

Konstnärenas på det visuella området upphovsrättsförening, Kuvasto rf

Konstnärsgillet i Finland rf

Konstnärsorganisationernas samarbetsförening Forum Artis rf

Paikallislehtien Päätoimittajayhdistys ry (PPY)

Radio- och televisionsredaktörernas förbund rf

Serieskaparna i Finland rf

Suomen Elokuvaajien Yhdistys ry (F.S.C.)

Suomen Elokuvaohjaajaliitto SELO ry

Suomen Kirjailijaliitto ry

Tv-kuvaajat ry