JAMCOPY
JAMAICAN COPYRIGHT LICENSING AGENCY

CREATOR AFFILIATION AGREEMENT

JAMCOPY's creator affiliation is open to all rightsholders in respect of text and image-based works in which they own the copyright or control secondary uses that include reprographic reproduction. This excludes works created during the course of employment, in which the copyright is vested in the Employer under your employment agreement, as well as works created under service contracts in which the copyright is vested in the Contractor.

By affiliating with JAMCOPY, you appoint JAMCOPY as your collective society to license and administer on a collective basis the copyright in your works in accordance with the terms and conditions of this Agreement as completed by you (together, the "**Agreement**"). Please read the below terms and conditions carefully, as they form part of your Agreement with JAMCOPY.
The Agreement consists of 25 pages.

You are to retain Part A. Part B is to be submitted to JAMCOPY

PART A -DEFINTIONS, TERMS AND CONDITIONS

DEFINITIONS

"Accessible Format Copy" means a copy of a work in an alternative manner or form which gives a beneficiary person access to the work, including to permit the person to have access as feasibly and comfortably as a person without visual impairment or other print disability.

"Affiliate" means a creator or publisher who satisfies JAMCOPY's eligibility criteria and through the affiliation agreement authorises JAMCOPY to represent their reproduction rights. Affiliates do not have voting rights at Annual General Meetings;

"**Agreement**" includes the Creator Affiliation Agreement and Schedules A to D;

"Authorised Person" means the Institution that has a JAMCOPY licence, together with its employees, Students, Staff member and Library Workers;

"**Beneficiary**" means person who receives a benefit or gift under a will or the laws of intestacy;

"Beneficiary Person" means a person who:

(a) is blind;

(b) has a visual impairment or a perceptual or reading disability which cannot be improved to give visual function substantially equivalent to that of a person who has no such impairment or disability and so is unable to read printed works to substantially the same degree as a person without an impairment or disability; or

(c) is otherwise unable, through physical disability, to hold or manipulate a book or to focus or move the eyes to the extent that would be normally acceptable for reading, regardless of any other disabilities.

"**Copy**" means any reproduction, in any material form whatever, including a Digital Copy, of all or part of a work which the Jamaican Copyright Licensing Agency is authorized to license by the Creator Affiliation Agreement. This includes reprographic reproduction which includes photocopying, facsimile, xerography, duplicating or copying on to micro-film. "Copying" and "copied" shall have a corresponding meaning;

"Copyright" (or author's right) is a legal term used to describe the exclusive rights that creators and publishers have over their literary and artistic works. Works covered by **copyright** range from books, articles, musical compositions, paintings, photographs, sculptures, and films, to maps, and technical drawings. Copyright is to be strictly interpreted as defined in the Copyright Act;

"Copyright Act" means the Jamaica Copyright Act of 1993, the Copyright (Amendment) Act of 1999, Copyright Amendment Act of 2015 together with its attendant Orders, Schedules and Regulations (as may be amended, extended, re-enacted or consolidated from time to time);

'Creator" means a person or business/company that has created an original literary, artistic, musical or dramatic work that qualifies for protection under the Copyright Act of Jamaica;

"Digital Copy" means a reproduction in any digital form including optical or electronic format;

"**Licence**" means any licence, including comprehensive licences (also known as blanket licences) applicable to the copying of the works of a number of Rightsholders, and transactional licences applicable to a work or works of a single Rightsholder, that is issued or offered by a licensing body authorising, in relation to works in which copyright subsists, the doing of any act restricted by copyright;

"**Licensing Body**" means a society or other organization, as defined under the Copyright Act, which is authorized to license or administer reproduction rights on behalf of Rightsholders and that has as its main object or one of its main objects, the negotiation or granting, either as owner or prospective owner of copyright or as agent for a copyright owner, of licences, and whose objects include the granting of licences covering works of more than one author;

"**Licensing Scheme**" means a scheme setting out

(a) the classes of rights in which the operator of the scheme, or the person on whose behalf he or she acts, is willing to grant licences; and

(b) the terms on which licences would be granted in those classes of rights;

"**Member**" means those organisations which represent a substantial number of creators and publishers of specific categories of copyright works. Representatives of the members sit on the JAMCOPY Board, elect the directors and vote at Annual General Meetings. Such organisations can be based in Jamaica or in any other Caribbean country;

"Parent work" means the main publication in which several other individual works have been collated;

"Published" means copyright protected works that have been prepared and issued to the public with the consent or acquiescence of the copyright owner. In the JAMCOPY context this is limited to works in a printed and/or digital format.

“Publisher” means a person or Business/ Company in the business of publishing literary works for example books, journals, periodicals, or newspapers. In the JAMCOPY context, the publisher must have published at least one work for an external party (other than itself or the principals of the Business/Company);

“**Reproduction Right**” means the exclusive right held by a rightsholder to copy and/or authorise another to copy the work;

"**Rightsholder**" used alternately with ‘copyright owner’ means a person who has the exclusive rights to carry out certain acts regarding a work. These rights are set out in the Copyright Act of Jamaica. The rightsholder may be the creator of the work or, a person to whom the right to copy has been transferred through an agreement with the creator, or under a will or intestacy laws;

"**Scheme**" a systematic plan or arrangement created to meet a particular end. In the JAMCOPY context it may be described as a scheme or as a tariff or by any other name;

“Verification process” means JAMCOPY’s internal processes to check whether an applicant for affiliation satisfies the eligibility criteria, and has provided accurate bibliographic details describing their work. Verification includes, but is not limited to, checking the existence, ownership, copyright status, publication status and origin, of a work submitted as proof of publication for affiliation and licensing;

"**Work**" means a published work protected by copyright.

SECTION 1: Grant of Rights

(1.) By entering into this Agreement, you are granting JAMCOPY the following rights (the “Rights”) in Jamaica and any other CARICOM country (the “Territory”) for the term of this Agreement (the “Term”):

(a) a licence to administer the reproduction and communication of all of your works pursuant to the Reproduction and Communication Licensing Scheme (described in Schedule D), except for works you have designated as being excluded from this Agreement;

(b) the authority to administer your reproduction and communication rights and to provide additional services that you have agreed to.

(2.) JAMCOPY will permit copying of your works in accordance with JAMCOPY’s Licensing Guidelines (described in Schedule B) and will enter into agreements with licensing bodies in other jurisdictions for the administration of your Rights.

(3.) JAMCOPY will do whatever it deems reasonable and necessary to enforce the rights it administers on your behalf.

(4.) For the avoidance of doubt, the Rights are granted to JAMCOPY on an exclusive basis SAVE AND EXCEPT in relation to Pay-Per-Use or Transactional Licences, which are granted on a non-exclusive basis.

SECTION 2: The Works that are covered by this Agreement

(1.) This Agreement covers all works that have been published in print and/or digital format in which you have a copyright interest.[1] You may let JAMCOPY know if there are works that you wish to exclude from the JAMCOPY's licences. You will give JAMCOPY notice if you no longer have the right to authorize JAMCOPY to licence any of your published works.

(2.) The works covered by this Agreement are classified by JAMCOPY in the genres listed in Schedule A. JAMCOPY has final say in determining whether a work submitted by an affiliate qualifies for licensing by JAMCOPY and under which work genre, it will be classified.

(3.) If you are a magazine or journal contributor, JAMCOPY requests that you list your articles and provide the names of publications which you contribute to regularly. If you are a photographer or illustrator, please provide a list with details of your photographs/illustrations that have been published including the title of the works and the publications in which they appear.

(4.) If you are both writer and artist of works in a single publication you are to provide these details separately, that is, one listing should relate to your rights as a visual artist and the other listing should relate to your rights as a writer. It is to be noted that the total royalty distributed, however, will not exceed what would have been paid for a single work. Creator(s) of multiple works in a single published work will receive their respective percentages within that single payment per work.

(5.) JAMCOPY may also request that original physical copies of the works and /or additional information be presented in order to verify the publication of the work.

(6.) You agree that you will encourage your publisher to add a copyright notice on all of your publications as appropriate, as follows, or in similar language, referring to JAMCOPY:

> ***"Other than as permitted by law, no part of this publication may be reproduced, stored in a retrieval system or transmitted, in any form by any means, without the prior written consent of the creator or publisher or a licence from the Jamaican Copyright Licensing Agency (JAMCOPY). To obtain a JAMCOPY licence visit www.jamcopy.com or its registered office at 17 Ruthven Road, Kingston 10, Jamaica***."

Section 3: Royalties and Distribution

All payments made to you by JAMCOPY will follow JAMCOPY's Revenue Distribution Guidelines (described in Schedule C) which is established by the JAMCOPY Board of Directors. Should JAMCOPY lack sufficient information to distribute collected royalties under the current Revenue Distribution Guidelines, the JAMCOPY Board of Directors may approve of an alternate method of distribution which the Board deems to be fair. JAMCOPY may request additional information from you in order to facilitate such an alternate approach.

SECTION 4: Term and Terminating the Agreement

(1.) This Agreement takes effect on the date of the confirmation letter of affiliation that will be sent to you by JAMCOPY, upon successful completion of the verification process, and continues

[1] As at April 2018, JAMCOPY does not license born-digital works. Affiliates will be notified once this activity begins.

until terminated. An application that does not satisfy the requirements for affiliation set out in Part B, Sections 1-3 of this Agreement will not be accepted.

(2.) This Agreement can be terminated at any time, without cause, by either JAMCOPY, or by you, by giving at least one (1) month's written notice. Any notice given by you will take effect upon the expiry of all of JAMCOPY's licenses in which your works are included, or within fifteen (15) months of when JAMCOPY receives such notice, whichever is shorter.

(3.) JAMCOPY may terminate this Agreement at any time by giving one (1) months' notice to your last known address, for any of the following reasons:

(a) If JAMCOPY believes there is an insufficient basis for affiliation,

(b) If JAMCOPY can no longer effectively represent the Rights you have granted under this Agreement, or

(c) If JAMCOPY discovers that you have knowingly made a material misrepresentation in the course of the affiliation process; in the submission of data/information in support of affiliation or in support of a royalty entitlement or have otherwise acted in a manner which is detrimental to the interests of JAMCOPY.

(d) If the material misrepresentation has resulted in an affiliate being unjustly enriched, or benefitting from royalties to which he/she is not entitled, the JAMCOPY Board shall determine the appropriate action to be taken to recover the royalties including forfeiture of any royalties that may be due to the affiliate at the date of termination.

(4.) Any notice given by JAMCOPY will take effect at the end of relevant notice period.

(5) Subject to Section 4(3), any royalties that may due to any Affiliate at the time of the taking effect of the notice of termination shall be paid to said Affiliate.

SECTION 5. Additional Legal Information

(1.) Notices: All communications under this Agreement ("Notice") will be in writing and will be forwarded to each party at the address provided in this Agreement, or a revised address if it has been provided. Notice will be given by:

(a) regular mail or courier, effective at the time of actual delivery; or

(b) by facsimile or e-mail, effective at the time of transmission if transmitted during the recipient's regular business hours or otherwise effective at the commencement of business on the next business day.

Notices should be sent to:

Jamaican Copyright Licensing Agency
17 Ruthven Road
Kingston 10
Jamaica, W.I.

For letters sent as electronic attachments, please send to: **info@jamcopy.com**

(2.) **Complaints and Dispute Resolution:**
If your complaint relates to the conduct of the management and staff of JAMCOPY please be guided by the provisions of the JAMCOPY Code of Conduct in relation to Members and Affiliates.

If your complaint is a dispute of the terms and conditions of this Agreement, please follow the procedure outlined below.

In respect of any dispute arising under this Agreement, the parties will try in good faith to settle the dispute by negotiation between them. If the dispute is not resolved within twenty-one (21) days, the parties will try in good faith to settle the dispute through mediation administered by the Dispute Resolution Foundation or the Commercial Alternative Dispute Resolution Centre.

If the parties fail to resolve the dispute within sixty (60) days after starting mediation, then upon notice by either of the parties the dispute shall be referred to a panel of three arbitrators, one appointed by JAMCOPY, one appointed by you and the third shall be the Chairman, appointed by the two previously appointed. The arbitration shall be binding and conducted in accordance with the Arbitration Act of Jamaica.

(3.) Facsimile/Elective Means: Signature by facsimile or other approved electronic means shall not be considered sufficient for the purposes of this Agreement. The original of the signature clause on page 15 must be submitted along with the completed affiliation agreement.

(4.) Warranties, Indemnities and Waiver:
You hereby warrant and represent that:

(a) You have the authority to enter into this Agreement and approve the grant of rights granted by this Agreement and those rights do not infringe the copyright (neither economic nor moral rights) or other proprietary rights of any other person;

(b) Where you are not the sole owner of copyright in the works covered by this Agreement you have provided details of the co-owner of the copyright in the work to JAMCOPY; and,

(c) Where you have notified JAMCOPY of payment splits for the works covered by this Agreement, the information supplied is correct;

(d) All the information you have provided is true and you acknowledge that JAMCOPY is relying on representations, written and oral, made by you in its licensing activities;

(e) You undertake to notify JAMCOPY of any changes in the control of the works covered by this Agreement, including reversions of rights and, where you have notified JAMCOPY of any payment splits, you will inform JAMCOPY of any changes to those payment splits;

(f) JAMCOPY may enforce the Rights that are administered and licensed on your behalf. You will provide JAMCOPY with all necessary or reasonable assistance;

(g) You agree to indemnify JAMCOPY in full against any liability from any proven claims made against JAMCOPY resulting in any loss by JAMCOPY caused, in whole or in part, by any breach or misrepresentation by you as to the extent to which you own or control the Rights in the works covered by this Agreement or your failure to advise JAMCOPY that you are no longer entitled to deal with the Rights;

(h) The warranties and indemnities given in this section extend for the benefit of the Licensees;

(i) Failure to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered to be a waiver of such provisions or rights, or in any way affect the validity of this Agreement.

(5.) Captions: The captions of this Agreement are for the convenience of reference only and shall not be deemed to define or limit any of the terms hereof.

(6.) Amendments: No amendment to the principal part of this Agreement will take effect unless it is in writing and signed by the parties, SAVE THAT where JAMCOPY notifies you in writing of any amendment, you will be deemed to have accepted same and such amendment will take effect, if you do not respond in writing to JAMCOPY within the period specified in the notification, indicating that you have objections to the amendment.

(7.) Severability: If any of the provisions in this affiliation agreement including any schedules attached hereto shall be deemed invalid or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. JAMCOPY shall endeavor in good faith to replace the invalid or unenforceable provisions with valid provisions that preserve the intent of the invalidated provision.

(8.) Assignment: Neither party will assign this Agreement without your prior written consent/ notice. You may assign this Agreement to any other person or organization to which you assign the Rights in your works. Any such assignee will be bound by the terms of this Agreement.

(9.) In the Event of Dissolution: In the event that JAMCOPY ceases operations, and subject to any applicable provisions of law or directions of the Court, available funds allocated for distribution to affiliates will be paid as soon as practicable after such cessation.

(10.) Privacy Policy: JAMCOPY respects your privacy. JAMCOPY may only collect, use and disclose your personal information (if any) in accordance with JAMCOPY's Data Protection Policy (where applicable) available at www.jamcopy.com. JAMCOPY may also send electronic messages to your electronic address for the purposes of administering and managing this Affiliation Agreement and JAMCOPY's relationship with you.

(11.) Applicable Law**:** This Agreement is subject to and shall be governed by the laws of Jamaica in every particular including formation and interpretation and shall be deemed to have been made in Jamaica.

(12.) Entire Agreement: This Agreement, once signed by you, immediately replaces any existing affiliation agreement between JAMCOPY and you, of which the prior agreement will be of no future force and effect without prejudice to any existing rights or obligations, including payment of royalties collected or to be collected by JAMCOPY with respect to licences granted by JAMCOPY under the prior Affiliation Agreement. This Agreement constitutes the entire Agreement and understanding of the parties and the parties acknowledge that only the representations, and terms and conditions as provided for in this Agreement shall have effect.

(13.) By signing in the signatory space provided in Part B, page 15, you confirm that you have read the JAMCOPY Data Protection Policy (where applicable) and accept the terms and conditions contained therein and you hereby accept the terms and conditions of this Agreement.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CREATOR AFFILIATION AGREEMENT

BETWEEN:

Jamaican Copyright Licensing Agency
("*Jamaican Copyright Licensing Agency*" or "JAMCOPY")
17 Ruthven Road, Kingston 10, Jamaica

-and-

The Creator
(the "*Creator" or* "you")

Part B - APPLICATION FOR AFFILIATION

Name of Creator: _____

Affiliate Number *(if previously supplied by JAMCOPY)*: _____

Kindly note that photocopied or scanned copies of Page 15 will NOT be accepted.

SECTION 6: Eligibility (*You may select one or more appropriate option)*

- ☐ I am a Jamaican/CARICOM National.
- ☐ I am 18 years of age or older.
- ☐ I am a minor (under 18 years old) and my application is being completed/executed by my parent or legal guardian.
- ☐ I am not affiliated with another reproduction rights organization (RRO) e.g. Access Copyright or Copyright Licensing Agency.
- ☐ I retain the copyright or reproduction rights in the sample(s) I am submitting to JAMCOPY.

SECTION 7: Personal Information (*You may select one or more appropriate option)*

7a. Your Status

I am:

- ☐ the creator
- ☐ the rightsholder of copyright in works
- ☐ the parent/legal guardian
- ☐ the beneficiary
- ☐ the executor
- ☐ the trustee
- ☐ the legal representative/agent
- ☐ other_____

Section 7b. Creator Information. *If the Creator is a Business/Company, please go to Section 7d*

Please fill in the following information about the creator of the works:

Title: Mr/Mrs/Miss/Ms/Dr/Prof/ Other (please specify) _____

Name (First/Middle/Last): _____

Address:_____

Telephone:_____Fax:_____

E-Mail:_____

Date of Birth: _____ Date of Death * (if applicable): _____

**Please see Section 7c below for Applicants other than the Creator.*

Nationality: _____ TRN: _____

Pseudonyms (if any):

_____

Name of next of Kin: _____

Relationship to you: _____ Contact Number: _____

Address: _____

_____

Section 7c. Applicants other than Creator.

If there are multiple applicants in the capacity of parent/legal guardian, beneficiary, executor, trustee, legal representative/agent or other, please provide the details of all persons. You will also need to provide supporting documents to prove ownership of copyright in the works to be licensed by JAMCOPY or your representative capacity and a form of valid identification (ID).

Person 1:

Name: _____

Address: _____

Email: _____

Phone: _____

Capacity of application: (*parent/legal guardian, beneficiary, executor, trustee, legal representative/agent or other*) _____

For applicants who are beneficiaries, executors or other legal representatives under a will or grant of letters of administration, please provide us with the relevant grant of probate (if the deceased died with a will) or of grant of letters of administration if the (deceased died without a will), death certificate and details and current identification of the executor(s) or administrator(s).

☐ I have supplied all the necessary supporting documents to prove my identity and the capacity within which I am applying for affiliation.

Person 2 (if necessary):
Name: _____

Address: _____

Email: _____

Phone: _____

Capacity of application: (*parent/legal guardian, beneficiary, executor, trustee, legal representative/agent or other*) _____

☐ I have supplied all the necessary supporting documents to prove my identity and the capacity within which I am applying for affiliation.

Section 7d: Business/Company creator

Business/Company name: _____

Principals of the Business/Company: _____

_____

Position held in the Business/Company by the person filling out this application:

_____

Address of Business/Company (if different from address given above):

_____

_____

Telephone: _____ Fax: _____

E-Mail: _____

Legal status of Business/Company (registered business or company):

_____

Business/Company Registration #: _____Business TRN: _____

Are payments to be made directly to your Business/Company: Yes ☐ No ☐

You represent to JAMCOPY that you are authorized to act as an agent of the Business/Company and that you have authorization to collect royalties on behalf of the Business/Company (if you have selected the option for royalties to be payable by cheque). Yes ☐ No ☐

If payments are to be made to your registered Business/Company, please provide us with a recent copy of your Letter of Good Standing.

7e. Employment Details. *Not applicable to Business/Company Creators*

Please select the relevant box.

The Applicant is:

- ☐ Employed
- ☐ Self-employed
- ☐ Unemployed
- ☐ Retired

Please fill out details of your employment below (if applicable):

Employer Business/Company name (if any): _____
Address of Business/Company:_____

_____

Telephone: _____ Fax: _____

E-Mail:_____

7f. <u>Professional Associations</u>: Please list all of the professional associations relating to copyright and related rights, and/or publishing industries in which you are an active member and in good standing e.g. Jamaica Writers Society. Please also indicate any other collective

management organisations to which you belong e.g. the Jamaica Association of Composers Authors and Publishers (JACAP).

7g. Identification Requirements

All applicants must show and provide copies of at least one form of current government issued picture identification (for example driver's licence, passport or electoral identification card).

SECTION 8: Proof of Works to be covered, and works to be excluded

(1.) To support your application for affiliation, please fill out the information requested in Schedule A and provide photocopies or scans of samples of your work as they appear in the print publication as per the guidelines/ criteria below. Work samples can be any item you have published in print format to which you retain copyright or reprographic rights (as specified in the agreement between you and your publisher). You may attach a list of your works to this agreement.

Only ONE sample in each applicable category i.e. writer, composer, visual artist is required:
Please deliver, mail or email ONE work sample (per rights holder type, i.e. writer and visual artist) to JAMCOPY that includes a photocopy or scan of each of the following:

i. The book cover;
ii. The copyright page of the book with your name clearly credited as the writer/visual artist;
iii. Additionally, for **Visual Artists** - one page of your visual work as it appears in the book or other publication.

In the case of serial publications, for each sample, please provide photocopies or scans of the following from the published edition of the work:

i. The cover of the work (e.g., cover of the magazine, newspaper, journal or book) that your work appears in;
ii. The copyright page of the book or masthead;
iii. Additionally, for **Writers** – the first page your work appears on;
iv. Additionally, for **Visual Artists** - one page of your visual work as it appears in the publication with a credit to you as the visual artist. This credit may appear on the same page as the visual work or on another page within the same publication.

I am a *

- ☐ Writer
- ☐ Visual Artist
- ☐ Musical Composer

**You may select one or more appropriate option.*

If applicable, please provide details of works you would like to exclude from our repertoire.

_____

SECTION 9: Banking Information

Unless you give prior written notification to JAMCOPY, in writing, that you wish for payments to be made to you via cheque, all royalty payments will be made by an electronic bank transfer to your bank account. It is important that you provide accurate information in completing this section. To ensure that the information is accurate, it is recommended that you visit your Bank and get their assistance.

9a. Bank Details

Name of Banking Institution: _____

Branch Name: _____ Branch Code (*for BNS this is mandatory*): _____

Branch Address: _____

9b. Bank Account Details

Name of Account Holder. The name should be as it appears on the Bank Account and should be the same as the Affiliate's name OR the name of the Affiliate's Representative(s).

_____

Jamaican banks:

Bank Account Number – (*Enter with no punctuation-no dots, dashes or spaces)*:

_____

Bank Account Currency: JMD . Account Type (*i.e. Saving or Checking*): _____

Other Banks (non-Jamaican currencies):

Bank ID - ACH number for US Banks This is a 9-digit number and may not be the same as ABA#:

_____

Bank ID - SWIFT Code for non-US Banks (i.e. 8-11 digits): _____

Sort or BSB Code for UK Banks (6 digits): _____

IBAN for European Banks: _____

Routing Number (#) for Canadian Banks: _____

9c. Bank Information for Intermediary/Correspondent Bank (If Applicable)

Name of Bank: _____

Bank Address: _____

Bank A/C Number (of beneficiary bank with intermediary bank): _____

SWIFT Code: _____ABA # for US Banks only: _____

SECTION 10: SIGNATURES

By signing in the signatory space provided below, you confirm that you have read the JAMCOPY Data Protection Policy (where applicable) and accept the terms and conditions contained therein and you hereby accept the terms and conditions of this Agreement.

The signatories represent and warrant that they have the authority to bind the parties to this Agreement.

By or on behalf of the Rightsholder **Individual*

Signature: _____

Name: _____

Date: _____

For JAMCOPY (For internal use only)

Signature: _____

Name: _____

Date: _____

By or on behalf of the Rightsholder **Business/Company*

Where the affiliate is a business/ company, two (2) directors or, a director and a secretary will need to sign. Please also affix the company's seal.

Signature: (Director) _____

Name: _____

Date: _____

Company Seal:

Signature: (Director/Secretary) _____

Name: _____

Date: _____

For JAMCOPY (*For internal use only)*

Signature: _____
Name: _____
Date: _____

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SCHEDULE A
WORKS COVERED UNDER THE AGREEMENT

Please copy this page if you need to list additional works.

JAMCOPY's classification of works:

- Textbooks (TX)- works that are primarily intended for use in a classroom setting and may contain exercises, learning objectives, question sets, tables and figures.

- Trade/ General Books (TG)- works are intended for general readership and includes novels, anthologies, story books, general interest books.
- Reference/Scholarly Books (RS)-works that usually target academic interests, business and professional groups; they are written by reporters and industry professionals covering practice, art, or techniques of a profession and includes dictionaries, encyclopedias, handbooks, almanacs, thesauruses, statistical sources, and books supporting academic study.
- Newspaper (NP)-works that feature articles written by different authors of news, advertisements, correspondence, etc. and may be published daily, weekly, etc. (please note letters to the editor and advertisements are not licensed by JAMCOPY). Newspapers may have a unique eight-digit ISSN (International Standard Book Number).
- Journals (J)-works that consist of several smaller articles/excerpts written by different authors. They contain content geared towards academics and professional groups and provide specialized treatment of important issues written by scholars or experts in a specific field and are usually peered reviewed. They contain articles based on research; includes a list of references used to complete the research, graphs and charts. These works may or may not bear an ISSN.
- Popular Periodicals (PP)-works that are mostly published to appeal to the curiosity of their readers. These types of periodicals may or may not include an ISSN or Volume and Issue number and includes magazines, newsletters, pamphlets.
- Musical Composition (MC)- works that are used to produce musical pieces and includes sheet music, song lyrics.
- Visual Art (VA)- works that are visual in nature and includes paintings, sculptures, graphic designs, illustrations, photographs, etc.
- Digital (D)- digital works and content that can be licensed by JAMCOPY, include works in which copyright subsists in Jamaica and any country with which JAMCOPY has a digital bilateral (currently USA, the UK and Hong Kong).
- Miscellaneous Publications (MP)-works that cannot be uniquely placed under other classification headings. Included in this class of works are published reports, conference papers, research papers, consultation reports, speech transcripts, play/dramatic scripts etc.

Work 1-Books/Poems/Song Lyrics

Title:	
ISBN:	
Author or Co-Author(s):	
Year of Publication:	
Publisher:	
Parent work:	
I own the copyright in this Work:	
Work Type*:	
Published in Print:	
Published Online:	
Work Out of Print:	

Work 2-Articles/Journals/Periodicals

Title of Article:	
Title of Publication	
ISSN:	
Author or Co-Author(s):	
Date/Month/ Year of Publication:	
Publisher:	
I own the copyright in this Article:	
Work Type *:	
Published in Print:	
Published Online:	

Work 3-Artistic Work embedded in a Literary Work

Title of Artistic work:	
ISBN/ISSN:	
Author or Co-Author(s):	
Year of Publication:	
Publisher:	
Parent work/Title of the Publication:	
Work Type*:	
I own the copyright in this piece:	
Published in Print:	
Published Online:	
Work out of print:	

Work 4- Musical Composition

Title of Musical Composition:	
ISBN/ISSN:	
Author or Co-Author(s):	
Year of Publication:	
Publisher:	
Parent work/Title of the Publication:	
Work Type*:	
I own the copyright in this piece:	

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SCHEDULE B
JAMAICAN COPYRIGHT LICENSING AGENCY

LICENSING GUIDELINES

JAMCOPY's licences will permit your work to be copied according to these guidelines:

1. The maximum proportion that can be copied from any work will depend on the type of licence:

   (a) 15% if the licence does not require full reporting of the works copied;

   (b) 20% if the licence does require full reporting of the works copied;

   (c) 25% if the copying is authorized directly by us under a pay-per-use licence or through the issuance of a clearance code to a comprehensive licensee.

   These limits apply whether the copying is in one sequence or taken from various parts of the publication.

2. If a Rightsholder sets the fee that JAMCOPY must collect under a pay-per-use or transactional licence, the Rightsholder may also authorize JAMCOPY to licence the copying of up to 100% of the work for such a licence.

3. For certain types of publications, there are exceptions to these limits that will allow a higher proportion of a work to be copied:

   (a) newspapers: an entire article, photograph or other item or the whole of a page can be copied;

   (b) periodicals: an entire article, essay, poem, short story, play or reproduction of an artistic work can be copied from an issue or volume containing other works;

   (c) in-print book: an entire article, essay, poem, short story, play or reproduction of an artistic work can be copied from a book containing other works, or an entire chapter if the chapter is less than 20% of the book;

   (d) out-of-print or out of stock book: where a work is out of print, out of stock indefinitely or otherwise unavailable, and is confirmed as such, JAMCOPY may licence copying of up to 100% of the work.

4. When licensing the making of anthologies or course packs, JAMCOPY will impose restrictions on the portion of a work that can be copied, the number of excerpts from the works of any one author or publisher, and the portion of copying from any type of work.

5. Depending on the type of licence, the number of copies that can be made will usually be limited to one copy for each student, library user or employee, together with a reasonable number for teaching, supervisory or internal production purposes.

6. If copies are required for the licensed user's external activities, this will usually be permitted only under a licence requiring full reporting.

7. JAMCOPY will not knowingly authorize copying for partisan, public political activities unless authorized by the Rightsholder and endorsement or advertising of a product, service, cause or institution where the nature of the works to be copied and the proposed use could prejudice the creator's honour or reputation.

8. Except when expressly authorized by the Rightsholder and, in the case of paragraph 5 only (*please see above)* when converted to an accessible format copy for beneficiary persons, JAMCOPY will not authorize copying from the following:

   (a) unpublished works;
   (b) any materials intended for one-time use;
   (c) commercial newsletters; or
   (d) originals of artistic works (including photographs and prints).

These guidelines may be changed from time to time by the JAMCOPY Board of Directors. You will be provided with thirty (30) days' notice in the event of a change.

SCHEDULE C
JAMAICAN COPYRIGHT LICENSING AGENCY (JAMCOPY)

REVENUE DISTRIBUTION GUIDELINES

1. Unless you advise JAMCOPY that you have an arrangement referred to in paragraph 4 below, JAMCOPY will distribute royalties according to the arrangements described in these guidelines.

2. When only the publisher of a work is affiliated with us, the publisher may ask JAMCOPY to pay that publisher both the publisher and the creator share of the royalty for any specific work. In accepting the creator's share, the publisher agrees to send that money to the creator as soon as reasonably practicable. If the publisher fails to do this, then JAMCOPY may deduct the relevant amount from any subsequent payment to the publisher.

3. Payments identified by JAMCOPY in respect of specific works will otherwise be distributed as follows:

(a) articles and other material copied from newspapers

i. if contributed by a freelance creator: 100% to creator
ii. otherwise 100% to publisher

(b) any material in scholarly periodicals in which the creator has assigned copyright to the periodical 100% to publisher

(c) any other material copied from periodicals
35% to publisher
65% to creator

(d) any material copied from in-print trade books
40% to publisher
60% to creator

(e) any material copied from educational and technical books
50% to publisher
50% to creator

(f) any material copied from out-of-print books in which rights have reverted to the creator 100% to creator

(g) any material copied from a work that cannot be classified within (a) - (f) above
50% to publisher
50% to creator

4. Nothing in this Schedule prevents creators and publishers from making different arrangements other than described, and provided JAMCOPY is told in writing about these arrangements, JAMCOPY will do its best to implement them.
5. Where a specific work is not identified, the JAMCOPY Board of Directors has the right to approve any other way of distributing that, taking relevant factors into account, the Board considers fair.

These guidelines may be changed from time to time by the JAMCOPY Board of Directors. You will be provided with thirty (30) days' notice in the event of a change.

Please note that affiliation with JAMCOPY does not automatically entitle you to royalties from JAMCOPY. Your work must be such that is likely to be and in fact has been copied by a reprographic process (i.e. a mechanism for making multiple printed copies) and be included in JAMCOPY's blanket licences. Other reasons for not being paid royalties in a given distribution period include:

i) incomplete information received by JAMCOPY from its licensees in the usage data

ii) the absence of adequate works data from the Affiliate

iii) unverifiable works data submitted by the Affiliate.

SCHEDULE D
JAMAICAN COPYRIGHT LICENSING AGENCY (JAMCOPY)

REPRODUCTION AND COMMUNICATION LICENSING SCHEME

Your affiliation with JAMCOPY allows JAMCOPY to manage and licence certain reproduction and communication rights for you, as described below. These guidelines may be changed from time to time by the JAMCOPY Board of Directors. You will be provided with thirty (30) days' notice in the event of a change.

The rights apply to granting licenses and managing your Rights in all of the following sectors:

- The Education Sector includes post-secondary institutions including those that offer post graduate programs, and primary and secondary schools, whether privately or publicly funded, and institutions that offer educational services on a tutorial basis.
- The Business Sector includes businesses, corporations and non-profit organizations.
- The Government Sector includes government ministries, agencies and departments but excludes those providing training and education.
- The Pay-Per-Use/Transactional licensing service is made available to all members of the public irrespective of the sector to which they belong.

Following affiliation, you will be provided with the forms necessary to inform JAMCOPY of the prices you would like to implement in the pay-per-use licensing system. If you do not provide JAMCOPY with your own pricing information, JAMCOPY will implement its default pricing.

'Licensed digital copy' means a digital or other electronic reproduction, the making of which has been licensed by JAMCOPY or the Rightsholder.

1. Print to Print Uses

Your affiliation with JAMCOPY allows JAMCOPY to license the following:

(a) any copying by reprographic process, which includes facsimile reproduction by photocopying and xerography;

(b) duplicating from a stencil;

(c) copying onto microfilm (including microform and microfiche);

(d) copying, including transcription or drawing, onto acetate or other material for an overhead or slide projection;

(e) for the sole purpose of making paper copies by:

  (i) typing or word-processing without adaptation, and

  (ii) reproduction by a copier (such as a Xerox Docutech or Kodak 1500 Series) that makes intermediate digital copies in order to make paper copies;

  provided that nothing in this sub-section authorizes distribution of any electronic file in any electronic form in any way whatsoever, including on disk or over a computer network; and,

(f) facsimile transmission;

(g) making a paper copy of content that exists in digital format.

2. Digital and Electronic Uses

Your affiliation with JAMCOPY allows JAMCOPY to licence the following:

(a) the making of a digital or electronic copy of a work from a paper copy legally obtained by the licensee resulting in a licensed digital copy;

(b) the making of a digital or electronic copy of a work from a digital source made available by the Rightsholder and legally accessed by the licensee resulting in a licensed digital copy;

(c) storage of licensed digital copies on a secure internal network or disk for internal storage;

(d) the utilization of a licensed digital copy on a secure internal network to which only the Licensee's Authorised Persons have access;

(e) the utilization of a licensed digital copy on a secure internal e-mail network to which only the Licensee's Authorised Persons have access;

(f) the utilization of licensed digital copies in conjunction with other works in learning resources prepared for the Authorised Persons of a Licensee;

(g) the utilization of licensed digital copies in an electronic reserve system to which only the Licensee's Authorised Persons have access;

(h) the utilization of licensed digital copies in an electronic document delivery system, provided the end user is only permitted to print a single copy and the licensee is required to fully report the licensed content utilized in this system;

(i) the utilization of licensed digital copies in an electronic interlibrary loan system, provided the receiving library is licensed by JAMCOPY, the end user is only permitted to print a single copy and the sending licensee is required to fully report the licensed content utilized in the system;

(j) the external distribution of a licensed digital copy on a full reporting basis;

(k) the distribution of a licensed digital copy to a government or agency of government if required for a regulatory purpose;

(l) the distribution of a licensed digital copy to a non-licensed recipient, provided the recipient is permitted to print only one copy and the licensee is required to fully report the licensed content utilized in the distribution; and

(m) the distribution of a licensed digital copy to a licensed recipient.

3. Accessible Format Copy

Your affiliation with JAMCOPY allows JAMCOPY to licence the making of copies in audio, Braille, large print (by reprographic process), electronically coded or machine-readable form, of all or part of a work, for a beneficiary person.

4. Born Digital Works

Your affiliation with JAMCOPY allows JAMCOPY to licence the following:

(a) making a paper copy of content that exists in digital format;

(b) use of that paper copy to make further paper or alternate format reproductions as described in Clauses 1 and 3.