

# JAMCOPY CODE OF CONDUCT IN RELATION TO MEMBERS, AFFILIATES AND LICENSEES

## 1. INTRODUCTION

- 1.1 The JAMCOPY Code of Conduct relates to members, affiliated rightsholders and licensees of the Jamaican Copyright Licensing Agency (JAMCOPY). JAMCOPY is a Collective Management Organisation (CMO). More specifically, JAMCOPY is currently the sole Reproduction Rights Organisation (RRO) in Jamaica which licenses the copying and use of extracts from published text and image-based works (the "JAMCOPY Licences").
- 1.2 JAMCOPY provides a valuable service to the creators and publishers of copyright works and to users of those works. Copyright owners pool their rights to enable JAMCOPY to offer a single licence to users granting access to multiple works. By acting collectively, the costs associated with copyright clearance and administration are kept as low as possible for the benefit of both copyright users and copyright owners. This is the primary rationale for collective management.
- 1.3 Obtaining a JAMCOPY licence therefore provides a simple and efficient way for users to obtain the necessary permissions to ensure that the copying from books, journals, magazines, newspapers and other publications is lawful.
- 1.4 These types of publications qualify for protection as 'literary works' under the Copyright Act of Jamaica. This term will be used throughout this Code as a broad description of what is covered by a JAMCOPY Licence. 'Artistic works', such as photographs and illustrations, where embedded in a literary work are also covered by this licence; as are song lyrics and musical scores where they are published as a text-based work.

## 2. PURPOSE OF THIS CODE

- 2.1 This Code gives details about JAMCOPY, its Licences and the services it provides. It also sets out the standards JAMCOPY aims to maintain in the performance of its role and in its dealings with members and affiliated rightsholders.
- 2.2 This Code also addresses practices and procedures and outlines the steps that members and affiliates can take if service does not meet expectations.
- 2.3 This Code complements the Code of Conduct in relation to JAMCOPY Licensees.

## 3. OBJECTIVES OF THIS CODE

The objectives of this Code are:

- i. to promote awareness of and access to information about copyright and the function of collective management organisations in the administration of copyright in Jamaica;
- ii. to promote confidence in JAMCOPY and its role in administering copyright on behalf of Affiliates;

- iii. to set out the standards of service that members and affiliates can expect from JAMCOPY; and
- iv. to ensure that members and affiliates are aware of the procedures for the handling of complaints and the resolution of disputes.

## 4. DEFINITIONS AND INTERPRETATION

### Definitions

In this Code:

- 4.1 **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.
- 4.2 **Affiliate** means a person who creates copyright works, or who owns or controls the copyright in a work, and who is eligible to join JAMCOPY as outlined in its Articles of Association. This includes creators of copyright works, such as authors, publishers, playwrights, musicians, composers, artists, computer programmers, producers or broadcasters, as well as people or organisations to whom the rights in copyright material have been assigned or in whom they have become vested. Affiliates do not have voting rights regarding the governance of JAMCOPY.
- 4.3 **Authorised User** means a user of copyright works who is an employee, student, teacher, or library worker at a business, corporation or educational establishment that has a JAMCOPY licence.
- 4.4 **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.
- 4.5 **Bilateral Agreement** means a type of agreement that allows each RRO, in its own territory to represent foreign repertoires under the same conditions as it represents the repertoire of national rights holders.
- 4.6 **Collective Management Organisation** is an organisation established by creators and owners of copyright works for the main purpose of negotiating of licences on their behalf for the use of their works. The terms 'Licensing Body', 'Collecting Society' and 'Collective Management Organisation' are used interchangeably.
- 4.7 **Constitution** means the documents that establish and govern the operations of a Collecting Society; this would include the Articles of Incorporation of JAMCOPY.

- 4.8 **Copyright Act** means the Copyright Act, 1993; the Copyright (Amendment) Act, 1999; and the Copyright (Amendment) Act, 2015 (all of Jamaica), together with the attendant Orders, Schedules and Regulations as may from time to time be amended, extended, re-enacted or consolidated.
- 4.9 **Copyright Work**, or alternatively **Work**, means a published literary, dramatic, artistic or musical work or a typographical arrangement of a published edition that is protected under the Copyright Act.
- 4.10 **Creator** means a natural or legal person who creates copyright works including authors, publishers, playwrights, musicians, composers, artists and computer programmers.
- 4.11 **JIPO** means the Jamaica Intellectual Property Office.
- 4.11 **Licensee** means a person granted permission or a licence as defined in the Copyright Act by JAMCOPY, to use copyright material in the repertoire under specific terms and conditions.
- 4.12 **Member** means those organisations, associations or other entities that represent creators of copyright works admitted to membership in accordance with JAMCOPY's Articles of Association. Members are entitled to be elected as Directors of the JAMCOPY Board and to vote at Annual General Meetings.
- 4.13 **Published** means copyright protected works that have been prepared and issued to the public for sale. In the JAMCOPY context this is limited to works in a printed and/or digital format.
- 4.14 **RRO** means Reproduction Rights Organisations which are Collective Management Organisations that manage rights in text and image-based works.

### **Interpretation**

Where there is any doubt about the intent or scope of this Code, it should be interpreted in light of the Purpose and Objectives set out in Section 2 and 3 hereof.

## **5. ABOUT JAMCOPY**

### **5.1 What Type of Organisation is JAMCOPY?**

JAMCOPY is a registered company, limited by guarantee without a share capital and operates on a not-for-profit basis. JAMCOPY was established in accordance with the Jamaica Copyright Act of 1993 and is subject to the jurisdiction of the Copyright Tribunal.

By managing the reproduction rights of authors and publishers whose works are published in print, JAMCOPY acts as a bridge between creators and users of copyright works. JAMCOPY's licences provide a centralised, easy and affordable mechanism through which users have access, and can legally reproduce extracts of copyright works published in both print and/or digital formats: books, periodicals and journals. The proceeds from the licences are distributed to copyright holders after deduction of administrative costs.

Through JAMCOPY's intervention, creators are enabled to meet the needs of various groups of users such as government, libraries, universities, colleges, schools and

businesses within the framework of copyright law. In so doing, JAMCOPY encourages on-going creation of new works, promotes respect for the rights of those that bring these works to the public, and fosters a viable and efficient marketplace for intellectual property.

JAMCOPY is a full member of the International Federation of Reproduction Rights Organisations (IFRRO), an international network of RROs and associated organisations. This relationship with IFRRO has facilitated JAMCOPY's ability to enter into reciprocal bilateral agreements with over 34 other RROs around the world, which are also members of IFRRO. Protection for the works of JAMCOPY's affiliated copyright holders extends outside of Jamaica as a result of these bilateral agreements with other RROs. The interests of Jamaican copyright holders are therefore protected in those foreign territories and Jamaican users, in return, are able to access works from an international repertoire.

## 5.2 **The Vision**

To be the Caribbean gateway to global copyright content and licensing solutions.

## 5.3 **The Mission**

JAMCOPY's mission, as a specialised agency that manages a worldwide repertoire of copyright content on behalf of creators of text and image-based works, is to facilitate access to copyright content by way of licensing solutions; promote respect for copyright and creativity through copyright education and compliance; support the creative industries; and lobby for enhanced protection of copyright.

## 5.4 **The Values**

JAMCOPY aims to:

- i. achieve international best practice in the conduct of its operations;
- ii. be responsive to the needs of Members, Affiliates and Licensees;
- iii. ensure transparency and accountability in the conduct of its operations; and
- iv. achieve efficiency in the process of allocating and distributing payments to Affiliates.

## 5.5 **The Motto**

Fostering Respect for Copyright ... Encouraging Creativity ... Facilitating Access

## 5.6 **The Purpose**

JAMCOPY's purpose is to:

- i. administer the reproduction rights of works in its repertoire, through the acquisition of mandates from authors and publishers and subsequent licensing of users and collection of licence fees;
- ii. represent the interests of creators and owners of copyright works;
- iii. make it easier for users to obtain permission to use text and image-based copyright works;
- iv. streamline the process of collecting remuneration and/or licence fees for the use of copyright works which are distributed to affiliates as royalties;
- v. reduce the transaction costs associated with the use and exploitation of copyright works, for both Affiliates and Licensees;
- vi. promote the creation of copyright works.

## 5.7 **Who does JAMCOPY Represent?**

JAMCOPY represents the authors and publishers of most of the literary works published in Jamaica, as well as visual artists and music composers whose works are embedded in literary works. Associations representing authors and publishers are our Members and the individual authors and publishers are our Affiliates.

We currently represent over 700 Jamaican authors and publishers. Authors affiliated with JAMCOPY include writers, poets, illustrators, painters, photographers and music composers. Publisher affiliates include publishers of books, magazines, newspapers and journals. In addition, through bilateral agreements with over 34 foreign RROs, JAMCOPY also administers an expanding repertoire of works published abroad.

## 5.8 **How do you become Affiliated with JAMCOPY?**

Affiliation with JAMCOPY is open to all eligible creators of certain types of copyright material which is published in printed and/or digital format. Anyone who by way of assignment, inheritance by way of the death of the original creator, owns or controls such copyright material is also eligible for affiliation, in accordance with the Articles of Association of JAMCOPY.

Postings on social media sites such as Twitter do not qualify as publication for the purposes of JAMCOPY affiliation and the word 'published' is construed to exclude such activities.

Creators of literary, artistic, dramatic or musical works can join JAMCOPY if they have at least one original work published in printed form. Creators include writers, poets, illustrators, journalists, songwriters, music composers, photographers and painters.

Non-literary works (i.e., artistic, dramatic and musical works) such as paintings, photographs, sculptures, graphic designs, illustrations, plays and musical compositions have to be embedded in a literary/printed work that has been published, in order for you to qualify for affiliation with JAMCOPY. Publishing categories include books, magazines, journals, newspapers and sheet music.

Copyright holders can join JAMCOPY free of cost by signing an Affiliation Agreement (creator/publisher). The Affiliation Agreement authorises JAMCOPY to manage the reproduction rights on behalf of affiliated rights holders. This document is updated periodically based on changes to the Copyright Act and JAMCOPY's rules and policies. In addition, any requested supporting information and documentation (sample[s] of works) and a government-issued form of identification must be submitted.

## 5.9 **What works do JAMCOPY Licences cover?**

JAMCOPY Licences cover books, journals, magazines, newspapers and other periodicals published in Jamaica (subject to some exceptions).

Non-literary works such as paintings, sculptures, graphic designs, illustrations, plays and musical compositions, embedded in a literary work that has been published, are also covered by a JAMCOPY licence.

JAMCOPY Licences also cover similar works published in countries with which we have a bilateral agreement or repertoire exchange agreement. For an up-to-date list of the countries covered please visit our website at [www.jamcopy.com](http://www.jamcopy.com)

There are some works which have been excluded from our licences by the copyright owners. Additionally, some categories of works are also not covered by our licences (see Clause 8.5).

#### 5.10 **What is permitted with a JAMCOPY Licence?**

Examples of some of the uses permitted by the JAMCOPY Licences include:

- i. photocopying and scanning of hard copy originals;
- ii. re-use of electronic publications from Jamaica, the United Kingdom and the United States of America for educational purposes only;
- iii. printing, emailing and distributing multiple copies to authorised users;
- iv. storage of digital copies made and access to those copies by authorised users;
- v. re-use of press cuttings;
- vi. use of hard copy or electronic documents;
- vii. making, storing and providing Accessible Format Copies for beneficiary persons.

Permission for copying and use of copyright works is generally restricted to limited extracts of the work and relates to the use being made of the copies. Please see your JAMCOPY Licence for information on what is allowed. A sample of a licence can be found [here](#).

#### 5.11 **How is JAMCOPY managed?**

JAMCOPY is governed by a Board of Directors of between six (6) and eighteen (18) Directors. The current Board (as at April 2018) comprises 14 Directors. Directors are a combination of representatives nominated by member organisations as well as individuals appointed by existing directors, on the basis of their particular skills, expertise or competency. The Directors are elected at the Annual General Meeting on the principle of rotation.

The Board currently has the following Sub-committees:

- i. Executive Committee
- ii. Communications Committee
- iii. Governance Committee
- iv. Cultural Fund Committee
- v. Finance & Audit Committee
- vi. Distributions Committee
- vii. Human Resources Committee
- viii. Special Projects Committee

#### 5.12 **How is JAMCOPY funded?**

JAMCOPY's operation is financed from the licence fees it collects. Administration costs are deducted at the point of collection and the level is set by the Board of Directors. As a not-for-profit organisation run for the benefit of its affiliates, JAMCOPY aims to keep administration costs at a minimum and so maximise returns to its affiliates.

JAMCOPY will at all times maintain proper and complete financial records, including:

- i. the collection and distribution of Royalties; and
- ii. the payment by the RRO of expenses and other relevant amounts;
- iii. ensuring that its financial records are independently audited once a year.

In addition to withholding funds for its administrative operations, JAMCOPY may also deduct other amounts as authorised by its Articles of Association. These may include costs of promotional activities, public education and awareness programmes and sponsorship of initiatives within the creative industries such as the JAMCOPY Cultural Fund.

At every Annual General Meeting, JAMCOPY will submit to its Members and Affiliates a Report of the Directors and its Audited Financial Statements including information about:

- i. the total revenue collected during the reporting period;
- ii. the total sum and general nature of expenses and other relevant amounts and,
- iii. the allocation and distribution of payments to Affiliates in accordance with JAMCOPY's Distribution Model and Guidelines.

### 5.13 **How to contact JAMCOPY**

You can phone or write to us by post or email. Our office hours are 9 a.m. to 5 p.m. Mondays through to Thursdays and 9 a.m. to 4:30 p.m. on Fridays. The main contact details are:

Post: 17 Ruthven Road  
Building 1  
Kingston 10  
Jamaica, W.I.

Phone: (876) 754-8910

Email: [info@jamcopy.com](mailto:info@jamcopy.com)

Website: [www.jamcopy.com](http://www.jamcopy.com)

## 6. JAMCOPY'S STANDARD OF SERVICE

During office hours, JAMCOPY aims to answer phone calls within 90 seconds. Our staff will provide you with their name when they answer. If it is necessary to redirect your call, staff will pass on your details where possible to as to save you the inconvenience of repeating your query. Wherever possible, we will respond to voice messages within 24 hours.

We will respond to your query promptly, either by telephone, email or letter, within a reasonable timeframe. If your query cannot be resolved directly, we will acknowledge receipt and provide a comprehensive response within 3 to 10 working days.

Information or documents relevant to JAMCOPY's services are made available to the public through its website except confidential documents or protocols which are subject to data protection. Where a person requiring information or documents advises that they cannot access the Internet, JAMCOPY will take reasonable alternative steps to satisfy their request.

Further details of how to contact us for specific queries are contained on our website. For any complaints, please use the complaints handling procedure detailed in Section 15.

## 7. LEGAL FRAMEWORK & COPYRIGHT LAW

### 7.1 Legal Framework

JAMCOPY complies with:

- i.the Copyright Act;
- ii.the Companies Act 2004 and the Companies Rules 2006; and
- iii.its Articles and Memorandum of Association.

JAMCOPY will also comply with any other applicable legislation, relevant decisions of courts or tribunals (including the Copyright Tribunal), and other binding legal requirements, conditions or guidelines that apply to CMOs.

### 7.2 Copyright Law

The main legislation governing copyright in Jamaica is the Copyright Act, 1993 with the following modifications; the Copyright (Amendment) Act, 1999 and the Copyright (Amendment) Act, 2015 which are together hereinafter referred to as 'the Copyright Act'. The Copyright Act sets out the different types of works that qualify for copyright protection, the duration of protection and the rights of creators and copyright owners among other provisions.

The Copyright Act refers to actions restricted by copyright that is, acts that can only be carried out or authorised by the copyright owner or his agent. Copyright in a protected work is infringed by any person who does, or authorises another to do, any of the acts restricted by copyright without the permission of the copyright owner. The Copyright Act also lists certain narrowly defined uses of copyright works which are permitted



without the permission or licence of the copyright owner, and which can provide a defence against a claim for royalties or copyright infringement.

Therefore, any person who wishes to use a copyright work in a way that is restricted by copyright but which does not fall within one of the permitted acts, will need a licence from the copyright owner to avoid risking a claim for copyright infringement.

JAMCOPY staff cannot give legal advice. Members and affiliates or any other person with a query relating to copyright law should seek independent legal advice. The notes on copyright law located on our website at [www.jamcopy.com](http://www.jamcopy.com) are our understanding of copyright law and are not to be treated as replacement for independent legal advice. Affiliates may also contact the Jamaica Intellectual Property Office (JIPO) for general information at [www.jipo.gov.jm](http://www.jipo.gov.jm).

## 8. JAMCOPY LICENCES

JAMCOPY licenses various sectors of Jamaican society such as the education, business and the public sectors. These licences are often tailored to meet the specific needs of these users.

JAMCOPY Licences are legal documents giving permission to the licensee to carry out acts that would otherwise be restricted by copyright and which provide an indemnity against any claims for copyright infringement. The Licences are accompanied by support literature (User Guidelines or explanatory leaflets) written in plain English and describes the main features of the JAMCOPY Licence.

Details of the process to apply for a JAMCOPY Licence and the general terms and conditions are available on our website.

### 8.1 Who needs a JAMCOPY licence?

Under the Copyright Act, subject to certain exceptions, creators have the exclusive right to decide when and how their work is reproduced, whether the work is being photocopied, scanned or downloaded. Copying from any published copyright work such as books, magazines, journals and newspapers, therefore generally requires the permission of the authors and /or publisher. Publishers and authors have authorised JAMCOPY to issue such permission (licences) on their behalf.

### 8.2 Why should you get a JAMCOPY licence?

Locating copyright owners can be time-consuming and expensive. A JAMCOPY licence provides an affordable and convenient way to obtain copyright permissions so as to avoid infringing someone's copyright. This can also ensure that authors and publishers are fairly compensated for the use of their work. By copying within the limits of a JAMCOPY licence, Licensees can feel confident that they are meeting their obligations under the copyright law.

### 8.3 What kinds of licences does JAMCOPY provide?

JAMCOPY currently offers two types of licences: Comprehensive (or blanket) licences and Transactional licences.

JAMCOPY's **Comprehensive (or Blanket) licences** provide advance permission from a wide range of publications to a designated institution or group of individuals and are ideal for institutional users of copyright-protected works (e.g., educational institutions, businesses and non-profit organisations). In return for licence fees, permission is granted to copy specified portions of works for use within the licensed organisation. This licence covers the use of copyright works by students and/or employees of an institution. The licensee/organisation is expected to provide data of the works being copied by its authorised users, at pre-determined intervals.

**Transactional licences** provide convenient copying permissions for one-time or infrequent copying. Licences are issued in advance for one-time use only for copying of specified portions of specific works and fees are calculated on a per-page or per-copy basis.

### 8.4 How much can be copied under a JAMCOPY Licence?

Copying authorised under a JAMCOPY licence is *not* intended to replace the purchase of original published works. There are limits to the amount of a work that may be legally copied. Generally, no more than 20 per cent of a work may be copied (the maximum proportion varies according to the type of licence), except in the following instances:

- i. **Newspapers:** an article, photograph or other item or the whole of a page can be copied.
- ii. **Magazines and other 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.
- iii. **In-print books:** An entire article, essay, poem, short story, play, case 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 per cent of the book.
- iv. **Out-of-print books:** Up to 100 per cent may be copied, after confirmation by JAMCOPY that the work is out-of-print in all available editions. A separate fee may be levied.

Further limits may be placed on the making of course packs and anthologies for educational purposes.

### 8.5 What other restrictions are there on copying?

Unless permission is granted by the copyright owner, JAMCOPY will not knowingly authorise copying for partisan public political activities or for endorsement or advertising. In addition, copying under a licence is not permitted from:

- i. unpublished works

- ii. any materials intended for one-time use (e.g., examination papers)
- iii. commercial newsletters
- iv. originals of artistic works (including photographs or prints)
- v. works specifically excluded by a copyright owner

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 control purposes.

## 9. JAMCOPY LICENCE FEES

- 9.1 The License Fees for educational institutions are normally calculated by reference to the number of "Full Time Students Equivalent" "FTSE" or the "Total Student Enrolment" "TSE" in the institution. For businesses and the public sector, the fees are calculated by reference to the number of "Full Time Employees" "FTE" of the organisation.
- 9.2 Wherever possible we seek to negotiate and agree on our license rates with representative bodies of users.

## 10. COMPLAINTS PROCEDURE

### 10.1 Who can make a complaint?

Licensees are eligible to lodge a complaint if they are:

- i. an existing JAMCOPY licensee; or
- ii. a copyright user wishing to obtain a JAMCOPY Licence and have contacted JAMCOPY;
- iii. a copyright user without a JAMCOPY Licence and have been contacted by JAMCOPY; or
- iv. a third party to a JAMCOPY Licence or wish to enter into a JAMCOPY Licence.

Please note that complaints about the licence fees charged by JAMCOPY, the terms of the Licences or about the interpretation of copyright law are outside the scope of this Code as they are matters subject to jurisdiction of the Copyright Tribunal (see below).

### 10.2 What is the procedure for making a complaint?

All complaints must be made in writing (sent by post or as an electronic attachment to an email) and must give:

- i. The name and address of the Licensee (if an individual);
- ii. the name and address of the organisation making the complaint and the position of the agent making the complaint within the complainant organisation.

The nature of a complaint must be stated. The complaint could relate to:

- i. the timeliness of a response from JAMCOPY staff;

- ii. the behaviour of the staff in handling a response or in contacting an unlicensed user;
- iii. a lack of clarity in the information provided about what Licences are available, or the way in which the licence fee payable is calculated; or
- iv. a failure by JAMCOPY to correct a factual error.

### 10.3 **Who should complaints be addressed to?**

Complaints:

Jamaican Copyright Licensing Agency  
17 Ruthven Road  
Building 1  
Kingston 10

For letters sent as electronic attachments to: [licensingadmin@jamcopy.com](mailto:licensingadmin@jamcopy.com).

### 10.4 **What happens once a complaint is lodged?**

Receipt of a complaint will be acknowledged within five (5) working days by the officer most directly responsible for the subject-matter. During this time, an assessment will be made by JAMCOPY about whether this complaint falls within the scope of this Code. Additional information may be needed for further consideration of the complaint. If it is determined that a complaint is unfounded, an acknowledgement letter will be sent, together with an explanation for these findings.

If a complaint falls within the scope of this Code, a detailed response will be forwarded within fourteen (14) working days. Complainants will then have fourteen (14) working days to comment on the response. If you wish, you can in that response request that the decision be reviewed by the Manager overseeing the subject-area of the complaint.

If we receive further comments from you within this time or you wish your complaint to be reviewed by the Operations Manager or the General Manager, we will then provide a final written response within a further fourteen (14) working days.

If the complainant requests that the matter be reconsidered by the Board of Directors, this request must be sent in writing within ten (10) days of receipt of the final written response. Upon receipt of this written request, the matter will be referred to the Board of Directors for a final decision. The Board will have fourteen (14) working days from the date of the reference within which to make a decision, which will be communicated to the complainant within five (5) working days..

## 11. **WHAT THE CODE DOES NOT COVER**

Whilst not exhaustive, examples of issues not covered by the Code are set out below:

- 11.2 Complaints the interpretation or application of copyright law are not covered by this Code.

11.1 Complaints about licence fees, terms and conditions of JAMCOPY Licences or the need to take a JAMCOPY Licence cannot be dealt with in this Code and should be referred to Copyright Tribunal.

11.1.1 The Copyright Tribunal is a quasi-judicial body established under the Copyright Act. The Tribunal is authorised to hear and decide on complaints by potential or actual licensees regarding the granting and/or terms of licences issued to it by a Jamaican collecting society. By way of an order the Tribunal may confirm or vary the terms of a licence as it deems to be reasonable in the circumstances of the matter.

More information on the Copyright Tribunal can be obtained through JIPO.

## 12. EDUCATION AND AWARENESS

12.1 JAMCOPY will engage in appropriate activities to promote awareness among members, affiliates, licensees and the general public about the following matters:

- i. the importance and value of copyright;
- ii. the role and functions of CMOs/RROs in administering copyright generally; and
- iii. the role and function of JAMCOPY in particular.

JAMCOPY will make information about these matters available, on reasonable request, to members, affiliates, licensees and the general public.

12.2 JAMCOPY will produce and make available to members, affiliates and the general public appropriate information about the following:

- i. the eligibility criteria for affiliation with JAMCOPY;
- ii. the benefits of Affiliation with the JAMCOPY;
- iii. the responsibilities of Members and Affiliates under its Articles of Association and Affiliation Agreement and,
- iv. any policies and procedures of JAMCOPY that affect Members and Affiliates.

## 13. OUR CONDUCT WITH THIRD PARTIES

JAMCOPY is committed to responding to technological and other market advancements for the benefit of its members, affiliates and licensees, bilateral partners and, ultimately copyright owners everywhere.

JAMCOPY is committed to licensing all its products and services as widely as possible, and would not refuse any third party a JAMCOPY Licence without objective justification.

## 14. DISTRIBUTIONS

- 14.1 Licensing fees collected on behalf of creators are allocated based on the usage data supplied when the fees are paid to JAMCOPY; and is distributed as royalties in accordance with the JAMCOPY Distribution Model and Guidelines.
- 14.2 Every royalty payment made by JAMCOPY is accompanied by a statement detailing the sums paid, the licence period to which the payment relates, any applicable usage data, and the level of any deductions.

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## 15. JAMCOPY'S OBLIGATIONS TO MEMBERS AND AFFILIATES

- 15.1 JAMCOPY will take reasonable steps to ensure that its staff and agents are aware of, and at all times comply with, this Code. In particular, we will take reasonable steps to ensure that our staff and agents are aware of the procedures for handling complaints and resolving disputes as set out in Section 15 and are able to explain those procedures to Members and Affiliates.
- 15.2 Our staff will always deal with you in a courteous, friendly and professional manner. They will explain clearly the responsibilities of JAMCOPY and your responsibilities as a JAMCOPY Affiliate in accordance with the Affiliation Agreement.
- 15.3 Although JAMCOPY staff members are trained to know and understand the contents of this Code and the details of the Affiliation Agreement, the staff cannot give you legal advice. For concerns of a legal nature, it is recommended that you seek independent legal advice.
- 15.4 The Affiliation Agreements and Distribution Model and Guidelines are available on our website. Policies will always be written as far as possible in plain English.
- 15.5 JAMCOPY will treat its Affiliates fairly, honestly, impartially, courteously, and in accordance with its Articles of Association and Affiliation Agreement. JAMCOPY will ensure that its dealings with Affiliates are transparent.
- 15.6 We will correct any factual errors as quickly as possible.
- 15.7 We will handle any complaints you may have in accordance with the terms of the Affiliation Agreement and our complaints handling procedure (see Section 15).

## 16. JAMCOPY DISTRIBUTION OF ROYALTIES TO AFFILIATES

JAMCOPY distributes royalty payments to its Affiliates in accordance with its Distribution Model and Guidelines. The Distribution Model and Guidelines are reviewed periodically by the Board of Directors.

Affiliation with JAMCOPY does not automatically entitle an Affiliate to royalties from JAMCOPY. Your work must be such that it is likely to be copied by a reprographic process (i.e., a mechanism for making multiple printed copies) and be included in JAMCOPY's blanket licences.

There may be times when an Affiliate is not paid royalties in a given distribution period for various reasons including:

- 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.

A copy of the current Distribution Model and Guidelines is available on the JAMCOPY website and sets out, among other things:

- i. the basis for calculating entitlements to receive payments from licence fees collected by JAMCOPY (Revenue/Royalties);
- ii. the manner and frequency of payments to Affiliates; and
- iii. the general nature of amounts that will be deducted from Revenue before distribution.

## 17. OBLIGATIONS OF THE JAMCOPY AFFILIATE

Affiliates of JAMCOPY should be guided by the terms of the Affiliation Agreement. In addition, affiliates are expected to:

- i. ensure that all information provided to JAMCOPY is accurate and current;
- ii. regularly notify JAMCOPY with updated information on their works on or before 30<sup>th</sup> of April annually, and comply with any timelines and standards stipulated by JAMCOPY for these updates. These timelines and standards enable works to be eligible for royalty distribution of the relevant year;
- iii. participate in copyright education and awareness initiatives by JAMCOPY and other institutions;
- iv. promote and spread awareness about JAMCOPY and its activities;
- v. not engage in any adverse publicity or maligning of JAMCOPY;
- vi. take responsibility for managing the primary rights in copyright in respect of their works (JAMCOPY is only responsible for managing the secondary rights in the works);

- vii. monitor the use of their works and notify JAMCOPY of any instances of multiple copying that they are aware of that appear to be unlicensed;
- viii. notify JAMCOPY of ownership entitlements in respect of the works you submit. For instance, where there is a co-author, indicate your relative contributions to the relevant work and provide the co-author's name and contact information;
- ix. notify JAMCOPY of the preferred payment method for royalties. JAMCOPY royalty payments are payable by cheque or by electronic transfer.
- x. co-operate with our staff/agents in conducting surveys or other data collection exercises, so as to enable us to gather information on the needs of our membership in order to better serve you.

As an Affiliate of JAMCOPY you are solely responsible for income tax filings that result from the royalty payments you receive. JAMCOPY does not represent, nor provide tax advice to Affiliates. It is recommended that Affiliates seek independent advice for matters of this nature.

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## 18. JAMCOPY'S OBLIGATIONS TO LICENSEES

JAMCOPY will:

- i. make available to Licensees and potential Licensees information about the licences or licence schemes we offer, including applicable terms and conditions, and the manner in which licence fees are collected for the use of copyright works and,
- ii. to a reasonable extent, having regard to the complexity of the questions of fact and law necessarily involved, take steps to ensure that all licences offered by JAMCOPY are drafted so as to be plainly understood by Licensees, and are accompanied by practical and suitable explanatory material.

JAMCOPY's policies, procedures and conduct in connection with the setting of licence fees for the use of copyright work will be fair and reasonable. In setting or negotiating such licence fees, JAMCOPY may have regard to the following matters:

- i. the value of the copyright work;
- ii. the purpose for which, and the context in which, the copyright work is used;
- iii. the manner or kind of use of the copyright work;
- iv. any relevant decisions of the Copyright Tribunal; and
- v. any other relevant matters.

JAMCOPY will where appropriate, consult in good faith with relevant industry associations in relation to the terms and conditions applying to licences or licence schemes offered by us.



Licensees are expected to comply fully with the terms and conditions of the JAMCOPY licences, especially as it relates to payment of fees at agreed times, and the provision of the necessary usage data.

- 18.1.1 JAMCOPY will take reasonable steps to ensure that our staff and agents are aware of, and at all times comply with, this Code. In particular, we will take reasonable steps to ensure that our staff and agents are aware of the procedures for handling complaints and resolving disputes as set out in Section 1 and are able to explain those procedures to our Licensees and the general public.
- 18.2 JAMCOPY will treat Licensees fairly, honestly, impartially, courteously, in a professional manner and in accordance with its Articles and Memorandum of Association and the relevant Licence Agreement. JAMCOPY will ensure that its dealings with Licensees are transparent.
- 18.3 JAMCOPY staff will explain clearly the type of licence appropriate to your licensing needs and what is covered under the respective Licence. They will explain the applicable tariff rate and the method of calculation for the requisite Licence. Any factual errors will be corrected as quickly as possible.

## OBTAINING A JAMCOPY LICENCE

- 18.4 Although the JAMCOPY staff is trained to know and understand the contents of this Code and the details of what the Licences cover, the staff cannot provide legal advice. For concerns of a legal nature, it is recommended that potential and actual Licensees seek independent legal advice.
- 18.5 The general terms and conditions of JAMCOPY Licences are available on the website. The Licences will always be accompanied by appropriate explanatory material, written as far as possible in plain English. JAMCOPY staff will always try to answer reasonable questions about the scope and application of the Licences.
- 18.6 Users without a JAMCOPY Licence may be contacted by JAMCOPY via post, email, in person or by telephone. Callers will be alerted if their telephone calls are being recorded. If perchance a telephone call from JAMCOPY precedes an introductory email or letter, please feel free to ask for information to be sent explaining the nature of the call before giving any information.
- 18.7 If Licensees report that literary works are not using literary works in a way that requires a JAMCOPY Licence, JAMCOPY will not make contact for six months. However, JAMCOPY reserves the right to engage in continued compliance monitoring activities to determine whether or not a JAMCOPY Licence is required. Contact will be made during this process if there is no reasonable evidence available to JAMCOPY to support the user's assertion that a JAMCOPY Licence is not needed.

- 18.8 Should it become necessary to take legal action against infringement by users, that is where JAMCOPY has reason to believe that a JAMCOPY Licence is needed, or where licence fees have not been paid, JAMCOPY will normally contact the user/Licensee before any legal action is instigated and an opportunity given to voluntarily comply with the Copyright Act.
- 18.9 JAMCOPY Licences contain provisions for the conduct of data collection exercises, such as a survey or the receipt of usage data logs. JAMCOPY is continually evolving its data collection methodologies to both minimise the impact on the licensee and to improve the quality of the data collected. This enables fair distribution of licence fees collected to the authors and publishers whose works are being used.
- 18.10 The Licences also contain rights of inspection or audit rights to assist Licensees in complying with the Licence terms as well as providing some reassurance to the copyright owners that their copyright is not being infringed. Whatever the reason for our visit, JAMCOPY's staff will behave in a courteous, friendly and professional manner, and observe the Licensee's visitors' or guests' policy.
- 18.11 JAMCOPY will handle any complaints Licensees may have in accordance with the complaints handling procedure set out in Section 16.

## 19. OBLIGATIONS OF THE COPYRIGHT USER

- 19.1 As a licensed user of copyright works, Licensees are expected to:
- i. respect the rights of the creators and owners of those works, and in particular their right to receive fair payment for the use and exploitation of copyright works;
  - ii. declare accurately and on time the TSE or FTE as appropriate, where the calculation of the licence fee is dependent on the relevant number;
  - iii. pay the licence fee on time; and
  - iv. Use the identified works only in accordance with:
    - a. the terms of a licence or other permission; and/or
    - b. the Copyright Act and any other applicable legislation, relevant decisions of the courts or tribunals (including the Copyright Tribunal), and other binding legal requirements, conditions or guidelines.
  - v. co-operate with JAMCOPY staff in conducting surveys or other data collection exercises to enable a fair distribution of the licence fees to authors and publishers whose works are being copied.
- 19.2 Users of copyright material who do not have a JAMCOPY Licence should:
- i. review their activities to see if anyone in their organisation copies from books, magazines, newspaper, journals or other periodicals in a way which requires permission and apply for the appropriate JAMCOPY Licence;

- ii. be honest about the levels of copying and usage of literary works if contacted by JAMCOPY.

OCTOBER 2018