



PUBLISHER AFFILIATION AGREEMENT

BETWEEN:

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

-and-

The Publisher
(the "Publisher" or "You")

SECTION 1: Publisher Information

(1.) Please fill out the following information:

Company Name: _____
Address: _____ _____
Telephone: _____ Fax: _____
E-Mail: _____
Legal status of business (registered business or company): _____
Company Registration #: _____
Company TRN: _____

(2.) Professional Associations: Please list all of the professional associations in which You are an active member and in good standing, including any other collective societies or licensing bodies that You belong to:

SECTION 2: Grant of Rights

(1.) By entering into this Agreement, you are granting JAMCOPY the following rights (the “Rights”) in Jamaica (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 C), 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 A) and will enter into agreements with Rights Organizations 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 which is granted on a non-exclusive basis.

SECTION 3: Professional Data: The Works – What Publications are Covered by this Agreement?

(1.) This Agreement covers all works You have published in which You have a copyright interest, unless You let JAMCOPY know the Works are excluded from JAMCOPY’s licences. You will give JAMCOPY notice if You no longer have Rights in any of Your published works

(2.) To support your application for affiliation, please fill out the information below and provide a copy of your catalogue of publications.

ISBN/ISSN: IMPRINT(S)	

(3.) You agree that You will use reasonable efforts 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 publisher or a licence from the *Jamaican Copyright Licensing Agency (JAMCOPY)*. To obtain a JAMCOPY licence, *visit www.jamcopy.com or contact JAMCOPY at its registered office at 17 Ruthven Road, Kingston 10, Jamaica.*

SECTION 4: Contact Information

(1.) During Your affiliation with JAMCOPY, JAMCOPY will need to contact You for a number of reasons, including JAMCOPY’s pay-per-use licensing program. Please provide the name, phone number and e-mail address for the most appropriate contact persons in Your organization below. JAMCOPY may request confirmation of this information on an annual basis.

(2.) You confirm that all individuals listed hereunder are Authorized Representatives for the purpose of this Agreement.

Licence Signatory:	_____
Notice Recipient:	_____
Permissions Contact:	_____
Database Administration Contact:	_____
Other:	_____

SECTION 5: Royalties and Distribution

All payments JAMCOPY makes to You will follow a Revenue Distribution Guidelines, which will be determined by the JAMCOPY Board of Directors (a sample Revenue Distribution Guideline is described in Schedule B). If JAMCOPY collect royalties, but does not have sufficient information to distribute them in the way described in the then current Revenue Distribution Guidelines, then JAMCOPY’s Board of Directors has the right to approve any other way of distributing that, taking relevant factors into account, the Board considers fair, and JAMCOPY may request additional information from You to facilitate this.

SECTION 6: Term and Terminating the Agreement

- (1.) This Agreement does not take effect until JAMCOPY sends You confirmation of affiliation together with Your affiliate number, and continues until terminated.
- (2.) This Agreement can be terminated at any time, without cause, by either JAMCOPY, or by You, by giving at least three (3) months written notice. Any notice given by You will take effect upon the expiry of any 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; or
 - (b) If JAMCOPY can no longer effectively represent the Rights You have granted under this Agreement.
- (4.) Any notice given by JAMCOPY will take effect on the end of relevant notice period.

SECTION 7: Definitions

"Agreement" includes the Publisher Affiliation Agreement and Schedules A to C;

"copy" means a reproduction of all or part of a Work which the Jamaican Copyright Licensing Agency is authorized to license by the Publisher Affiliation Agreement, and "copying" has a corresponding meaning;

"licence" means any licence, including comprehensive or 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 case 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 case;

"Rightsholder" means a copyright owner or a person entitled to authorize copying of a Work;

"scheme" includes anything in the nature of a scheme, whether described as a scheme or as a tariff or by any other name;

"Work" means a published Work protected by copyright.

SECTION 8: Additional Legal Information and Signature

(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.

(2.) Dispute Resolution: In respect of any dispute arising under this Agreement, 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 thirty (30) 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 and the arbitration shall be binding and conducted in accordance with the Arbitration Act of Jamaica.

(3.) Facsimile/Electronic Means: Signature by facsimile or other approved electronic means shall be considered sufficient for the purposes of this Agreement.

(4.) Entire Agreement: This Agreement constitutes the entire agreement and understanding of the parties and the parties acknowledge that there are no other representations or other terms and conditions of any kind except as provided for in this Agreement. Further, the parties acknowledge that this Agreement supersedes any and all prior understandings or agreements regarding the subject matter of this Agreement.

(5.) Warranty and Indemnification: You hereby warrant and represent that You have the authority to enter into this Agreement and approve the Grant of Rights and that the information You have provided is true. You acknowledge that JAMCOPY is relying on representations, written and oral, made by You in its licensing activities. You agree to compensate JAMCOPY in full for any loss resulting from any proven claims made against JAMCOPY caused, in whole or in part, by any 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.

(6.) 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.

(7.) 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.

(8.) By signing in the space provided below, 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 Publisher

Signature: _____

Name: _____

Date: _____

JAMCOPY

Signature: _____

Name: _____

Date: _____

SCHEDULE A
THE JAMAICAN COPYRIGHT LICENSING AGENCY
LICENSING GUIDELINES

The *Jamaican Copyright Licensing Agency* 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;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 we must collect under a pay-per-use licence, the Rightsholder may also authorize us 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, we may licence copying of up to 100% of the Work.
4. When licensing the making of anthologies or course packs, we 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. The *Jamaican Copyright Licensing Agency* 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 material 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 5 only, when converted to alternate format for students with perceptual disabilities, we 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's Board of Directors. You will be provided with thirty (30) days notice in the event of a change.

SCHEDULE B

REVENUE DISTRIBUTION GUIDELINES JAMAICAN COPYRIGHT LICENSING AGENCY

1. Unless you advise the *Jamaican Copyright Licensing Agency* that you have an arrangement referred to in paragraph 4, we 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 us 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 we may deduct the relevant amount from any subsequent payment to the publisher.
3. Payments identified by us 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 described, and provided we are told in writing about these arrangements, we will do our best to implement them.
5. Where a specific work is not identified, our 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.

SCHEDULE C

REPRODUCTION AND COMMUNICATION LICENSING SCHEME JAMAICAN COPYRIGHT LICENSING AGENCY

Your affiliation with the *Jamaican Copyright Licensing Agency* allows us to manage and licence certain reproduction and communication rights for You, as described below.

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 Organization Sector includes corporations, non-profit organizations and government agencies.

The Pay-Per-Use 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 us of the prices you would like to implement in the pay-per-use licensing system. If You do not provide us with Your own pricing information, the Jamaican Copyright Licensing Agency will implement its default pricing.

Licensed digital copy means a digital or other electronic reproduction, the making of which has been licensed by the *Jamaican Copyright Licensing Agency* or the rightsholder.

1. Print to Print Uses

Your affiliation with the *Jamaican Copyright Licensing Agency* allows us 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,
 - (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 the *Jamaican Copyright Licensing Agency* allows us 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 the *Jamaican Copyright Licensing Agency*, 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. Alternate Format Rights

Your affiliation with the *Jamaican Copyright Licensing Agency* allows us to licence the making of copies in audio, Braille, large print (by reprographic process), and machine-readable form, for persons who are blind, visually impaired or otherwise unable to view print because of a perceptual disability.

4. Born Digital Works

Your affiliation with the *Jamaican Copyright Licensing Agency* allows us 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; and
- (c) collect in respect of the retransmission right for digital format content as described in Clause 2 above.

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