screenrights

Screenrights Licence, Part VA Copyright Act 1968
SCHEDULE

Screenrights: AUDIO-VISUAL COPYRIGHT SOCIETY LIMITED ABN 76 003 912 310 of Level 3, 156 Military Road, Neutral Bay, New South Wales, Telephone (02) 9904 0133, Facsimile (02) 9904 0498

ADMINISTERING BODY

Insert here the details of the ***legal entity*** *i.e. company or body which administers the school and can enter into contracts on the school's behalf.*

Name.....

Address.....

ABN.....

SCHOOL

Name.....

Address.....

Telephone ( ) .....

Fax ( ) .....

Email.....

Name of Contact Officer.....

AMOUNT PAYABLE

Rate per FTE for 2010/11 = $4.77

X

FTE students.....

=

Amount payable $.....

Fee per Full Time Equivalent student for the financial year ending 30 June 2011.

Insert number of students (FTE) enrolled at the school in the previous year. (If a new school with no prior year enrolment, please estimate for the current year.)

Please calculate the amount payable by multiplying this year's rate by your FTE.

Remuneration Notice

Pursuant to section 135G of the *Copyright Act* (Commonwealth) 1968, the Administering Body undertakes to pay equitable remuneration to the Audio-Visual Copyright Society Limited (trading as Screenrights) for copies of television and radio broadcasts and communications of those copies made by or on behalf of it in accordance with Part VA of the Copyright Act while this notice is in force.

The amount of such remuneration is to be assessed on the basis of a sampling system.

SIGNED for and on behalf of ..... by an authorised officer.
(Insert name of school)

X _____
Signature of officer

_____
Office held

_____
Name of officer

Dated: D D / M M / 2 0 Y Y

Complete and sign the form, and send to Screenrights with a cheque for the amount payable to Screenrights, PO Box 1248 Neutral Bay NSW 2089.

SAMPLING COLLECTION SCHEME AGREEMENT

Screenrights and the **Administering Body** (as defined in the Schedule) have agreed to establish a sampling system to determine the amount of equitable remuneration payable by the Administering Body for copying and communication of broadcasts in accordance with Part VA of the Copyright Act 1968 (the **"Act"**) on the terms set out below.

1 TERM

1.1 This agreement commences on the date of the Remuneration Notice (which forms part of the Schedule) and will continue unless terminated in accordance with this clause.

1.2 Either party may terminate this Agreement by three months notice in writing. Such notice will not take effect before the end of the financial year in which the notice is given.

1.3 The Administering Body agrees not to revoke its Remuneration Notice during the Term.

2. SCREENRIGHTS' OBLIGATIONS AND UNDERTAKINGS

2.1 Screenrights, at its own cost, must establish a sampling system, which shall be administered by Screenrights in conjunction with an independent survey authority appointed by Screenrights.

2.2 If the Administering Body is chosen to take part in a survey Screenrights will make information and training available to the Administering Body to allow it to fully comply with its obligations under the sampling arrangements.

3. ADMINISTERING BODY'S OBLIGATIONS AND UNDERTAKINGS

3.1 The Administering Body must pay Equitable Remuneration to Screenrights within30 days of receipt of an invoice from Screenrights.

3.2 The Administering Body must assist in the efficient and effective operation of the sampling arrangements as reasonably required by Screenrights from time to time including participating in surveys forming part of the sampling scheme. Any costs of participating in a survey will be borne by the Administering Body.

3.3 The Administering Body warrants that the School is an Educational Institution for the purposes of Section 10 of the Act.

3.4 The Administering Body will provide Screenrights with the School's total relevant student enrolment for a forthcoming financial year by 1 June.

3.5 The Administering Body will ensure that the School

(a) does not permit or allow a Copy made by or on behalf of that School to be:

(i) lent or communicated other than to staff or students of the School; or

(ii) given to any person other than an educational institution from which Screenrights has received a Remuneration Notice which is in force and the Copy given is a copy of the Copy made by the school on behalf of that other educational institution.

(b) ensures all Copies are marked in accordance with the Act.

(c) takes all reasonable steps to ensure that only those entitled to access Communications are able to do so.

(d) shall cause a notice in the prescribed form to appear before each Communication.

4. REMUNERATION

4.1 Subject to this clause, the amount of equitable remuneration payable to Screenrights by the Administering Body for each financial year during the term of this Agreement for all Copies of Broadcasts and Communications will be the Fee Per Full-Time Equivalent Student multiplied by the Relevant Student Enrolment for the completed Calendar Year immediately preceding the Financial Year for which equitable remuneration is being calculated.

4.2 The Fee Per Full-Time Equivalent Student will be as set out in the Schedule.

4.3 The Fee Per Full-Time Equivalent Student for the future years may be adjusted annually by Screenrights to take account of changes in the Consumer Price Index (or equivalent).

5. BREACH

5.1 If the Administering Body is in material breach of any of its obligations under this Agreement, and fails to rectify such breach within fourteen days of being given notice to do so by Screenrights, Screenrights may terminate this Agreement.

5.2 The above remedy available to Screenrights is in addition to any other remedies it may otherwise have.

5.3 Despite clauses 5.1 and 5.2 if as a result of a breach of the Administering Body's obligations:

(a) in the reasonable opinion of the Sampling Authority it is necessary to conduct the survey or a further survey at the School;

(b) it is necessary to conduct further training seminars for the school's staff; and

(c) Screenrights incurs costs of obtaining extra services of the Sampling Authority;

if Screenrights by notice so requires it to, the Administering Body must reimburse Screenrights for any reasonable costs incurred by it by reason of this breach.

6. MISCELLANEOUS

6.1 Terms used in this Agreement which are defined in the Copyright Act 1968 (Cth) will have theIr statutory meaning unless the context otherwise requires.

6.2 All notices under this Agreement must be in writing and given by personal delivery, pre-paid post or facsimile at the addresses or facsimile numbers shown on page 1 of this Agreement or such other address, addresses or facsimile numbers as may be designated by either party from time to time in writing.

6.3 Failure or omission by a party at any time to enforce or require strict or timely compliance of any provision of this Agreement shall not affect or impair that provision in any way or the rights of that party to avail itself of the remedies it may have in respect of any breach of any such provision.

6.4 This Agreement contains the entire agreement between the parties and supersedes any other communication or representation made in connection with the subject matter.

6.5 If any provision of this Agreement is found to be void, illegal or unenforceable, that provision shall be deemed severable and the remaining provisions shall be read and applied as if the void, illegal or the unenforceable provision had been deleted.

6.6 This Agreement may only be varied, modified, amended or added to in writing executed by the parties.

6.7 The parties must bear their own costs, expenses and outgoings which may arise in connection with the preparation, negotiation and execution of this Agreement except any stamp duty payable must be borne by the Administering Body.

6.7 This Agreement is governed by the law of New South Wales. The parties agree to submit to the non-exclusive jurisdiction of the courts in New South Wales.