

Access **Copyright** Agreement - Schedule D: Terms of Copying
(Clauses 2(b) of the Agreement)

1. All Copies shall be made onto paper except for Copies made onto slides, microfiche and microfilm. Copies made onto slides, microfiche and microfilm shall only be made in accordance with the additional terms and conditions of this Agreement.

2. Except as otherwise specifically provided in this Agreement, no copying shall exceed 15% of a Published Work or the following, whichever is greater:

(a) an entire newspaper article or a page;

(b) an entire single short story, play, poem, essay or article from a book or periodical issue (including a set of conference proceedings) containing other works;

(c) an entire single item of print music from a book or periodical issue containing other kinds of work;

(d) an entire entry from an encyclopedia, dictionary, annotated bibliography or similar reference work;

(e) an entire reproduction of an artistic work (including drawing, sculpture, painting, prints, architectural works of art or works of artistic craftsmanship) from a book or periodical issue containing other works;

(f) one chapter, provided it is no more than 20% of a book.

Access Copyright shall use reasonable efforts to clear requests to copy in excess of these limits.

3. At the discretion of *Access Copyright*, and with its prior written consent, up to the whole of a work which is out of print in all editions may be copied.

4. *Access Copyright* shall use reasonable efforts to clear requests to copy works published in excluded countries or by excluded publishers and excluded works. It is understood that such clearances may be subject to a different tariff than for other copies governed by this Schedule, as required by the rights holder.

5. The Institution shall only make a sufficient number of Copies to provide one for each Student, two for each Professor and such number required by the Institution for administrative purposes.

5.1 The Institution shall establish and maintain records of all Electronic Files made pursuant to clause 2(b) and retained by the Licensee pursuant to clause 2.1(b) of this Agreement and shall submit such records to *Access Copyright* annually, in accordance with clause 13.1 of this Agreement.

6. The Institution shall not make any Copies of any Published Work which to the knowledge of the Institution or the person doing the copying or ordering the Copies is commercially available as a separate publication at a reasonable price and within a reasonable period of time.

7. The Institution shall not engage in systematic, cumulative copying of the same Published Work for a single course or program in one academic year beyond the limits set out in clause 2 of this Schedule.

8. If a Coursepack made pursuant to this Agreement includes extracts from Textbooks, the following limitations apply:

(a) a maximum of 5% of a Textbook may be reproduced, but in any case no more than one chapter;

(b) a Coursepack may contain up to two such extracts written by the same author and published by the same publisher, within any five-year period; and

(c) up to 50% of the pages in a Coursepack can be reproduced from Textbooks.

9. The Institution shall include on at least one page of all Copies made pursuant to clause 2(b) of this Agreement the international copyright symbol ©, a credit to the publisher, the artist or illustrator of any artistic work reproduced (where known) and the author or authors (where known) and shall display the following prominent notice:

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