COPYRIGHT empowering our CULTURAL VITALITY









MDIREC

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With authority for most Canadian and foreign publications (Copibec represents about 30 countries under reciprocal agreements), we offer one-stop service so a wide spectrum of content users in Quebec can quickly and easily get permission for one-time use or take advantage of comprehensive licences that cover their ongoing needs.

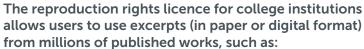
Quebec colleges and CEGEPs have been issued a reproduction rights licence that enables their personnel to legally reproduce excerpts from published content and distribute them on paper or in digital format for educational or research purposes.

Thanks to the three-year licensing agreement that runs from July 1, 2017 to June 30, 2020, college institution personnel and copyright owners can rely on a fair and balanced framework for using copyright-protected material.

We offer one-stop service

RIGHTS

WHAT DOES THE LICENCE ALLOW?



- Books
- Newspapers
- Periodicals
- Plays (dramatic works)
- Song lyrics
- Musical scores from sheet music collections
- Images, illustrations, photographs, figures, charts or tables appearing in those various types of publications
- Excerpts from the listed types of publications or texts made available online legally by their copyright owners

The licence does not cover unpublished works, sheet music, material taken from the Internet¹, works in the public domain², content that can be reproduced for non-commercial purposes under Creative Commons licences, and works appearing on the Copibec Exclusions List³.

It also doesn't cover training for businesses or copies made for individuals who are not employees or enrolled students.

- 1 However, the digital versions of works listed in the Copibec repertoire are covered by the licence.
- ² At the end of the 50th year following the author's death (or the death of the last remaining contributor for a collaborative or translated work), the copyright for that work expires and the work may be copied without permission.
- ³ The Exclusions List can be viewed on Copibec's website at www.copibec.ca.



LIVITS

For the same group of students during the same semester, the following can be reproduced under the licence:

▶Up to **15%** of the total number of pages in a work.

However, the limit is as follows for works developed specifically for college education purposes⁴ (teachers' guides, anthologies, etc.):

▶10% of a work or 25 pages, whichever is less.

It is also possible to reproduce an **entire article from a periodical or newspaper** and an **entire chapter from a book** as long as the excerpt does not exceed the **above limits**.

- ✓ Scan a paper format work to make a digital copy
- ✓ Print a digital copy
- ✓ Email or fax a digital copy
- ✓ Store works on a secure network⁵ to make them available to the students enrolled in a course
- ✓ Give enrolled students a digital copy of a coursepack as long as the process is managed by the educational institution or an authorized subcontractor
- ✓ Store a digital copy of a work authorized under the agreement on a local device or media (e.g. CD-ROM or USB flash drive)

- ✓ Project a paper or digital format reproduction (made in compliance with the agreement) in class using a computer or equivalent device such as an overhead or slide projector
- ✓ Display a digital format reproduction on a computer or other device





TYPES OF USE ALLOWED

The licensing agreement allows content to be reproduced in paper or digital format. In other words, within the scope of the agreement's limits and conditions, college institution personnel can do the following:

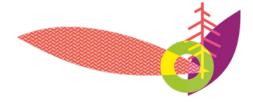


The agreement allows content to be reproduced in paper or digital format.

Please note that material in the Copibec repertoire CANNOT be made available on unsecured computer networks (e.g. Internet or any other public network), transmitted to non-employees or non-students, or stored in order to create a digital library.

⁴ Those works are identified in the Copibec repertoire.

OBLIGATIONS



WHAT ARE THE TERMS AND CONDITIONS?

College institutions have agreed to pay annual licence fees (royalties) calculated according to their number of full time equivalent students⁶.

If content users want to exceed the agreement's reproduction limits, they have to request a pay-per-use licence from Copibec.

A fee of \$0.12 per page applies to any pages above the limit, up to a maximum of 20% of the total number of pages in the work. Requests to reproduce more than 20% of a work are analyzed by Copibec based on the availability of the work or according to the conditions and fees determined by the copyright owner.



⁶ The annual licence fees are \$10.50 per full time equivalent (FTE) student. The number of FTEs is calculated by the Ministère de l'Éducation et de l'Enseignement supérieur.

Each institution has to designate someone to apply the agreement and make sure the licence terms and conditions are respected.

The institution also has to notify Copibec which third parties⁷ are authorized to administer the institution's secure networks or take authorized actions on its behalf under the licence.

To ensure that the royalties collected for reproduced content can be redistributed fairly to creators and publishers, college institutions are required to report the following data to Copibec twice a year:

- Excerpts reproduced in paper format and grouped together in coursepacks
- Excerpts reproduced in digital format and stored on a secure network

The data on all content reproduced in paper or digital format must be compiled in an electronic file (Excel template) or designated system⁸ and must include complete bibliographic references that accurately identify the material used. However, the following do not have to be reported to Copibec:

- Paper format copies not included in coursepacks
- ♦ Content reproduced under pay-per-use licences from Copibec
- ♦ Downloads from our SAMUEL platform. When content is used in SAMUEL, the relevant data is automatically provided to Copibec.
- ♦ Material not covered by the agreement, such as works in the public domain, content on the Exclusions List or material whose reproduction has been authorized directly by the copyright owner or representative or under commercial agreements that apply to the institution

For example: Coopsco network or other subcontractor

B Dexero's DDA, Altilogix's Repro+ or Copibec's Savia online system. Savia is available to content users free of charge.

COMPENSATION FOR CREATORS

By respecting the college licensing agreement, you're supporting fair compensation for authors and publishers.

Every year, nearly 2,000 authors and about 500 publishers in Quebec receive royalties for their content that was reproduced by college institutions. In addition, agreements between Copibec and other reproduction rights organizations provide compensation to thousands of authors and publishers all over the world.

Copyright empowers our cultural vitality. Content creators deserve fair compensation for their work that enriches our education system.



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