

Contract regarding the digital dissemination of books (Bokhylla / The Bookshelf)

between

The National Library of Norway

on the one hand,

and

Kopinor

on behalf of the members of

The Norwegian Specialized Press Association, The Norwegian Authors' Union, The Norwegian Publishers' Association, The Norwegian Association of Fine Arts Photographers, Grafill – Norwegian Organisation for Visual Communication, Norwegian Media Businesses' Association, NOPA Norwegian society of composers and lyricists, The Norwegian Association of Professional Photographers, The Norwegian Non-Fiction Writers' and Translators' Association, The Norwegian Union of Journalists, The Norwegian Society of Composers, Norwegian Critics' Association, The Norwegian Music Publishers' Association, The Norwegian Association of Literary Translators, The Association of Norwegian Editors, Norwegian Comedy Writers' Association, Norwegian Association of the Periodical Press, Norwegian Writers for Children, The Association of Norwegian Visual Artists, Norwegian Playwrights' Association, Norwegian Association of Arts and Crafts, New Music Composers' Group and foreign rightsholders' organisations

on the other hand.

OBJECT

§ 1

The object of this contract is to make literature published in Norway available on the Internet.

THE SCOPE OF THE CONTRACT

§ 2

The contract relates to the digital dissemination of printed books published in Norway until and including the year 2000, including translated literature. Material of which copyright has expired is not regulated by this contract.

§ 3

Subject to the conditions stated in this contract and within the frameworks as stated in § 2, the National Library of Norway is given the right to make available published copyright-protected material. This right includes the necessary reproduction of viewing copies based on the digital storage copies that the National Library of Norway makes pursuant to the regulations issued pursuant to the Norwegian Copyright Act (FOR 21.12.2001 no. 1563 (§ 1-3)). The contract applies to Norwegian and foreign publications whose rightsholders are represented by Kopinor, cf Act no. 2 of 12 May 1961 (the Norwegian Copyright Act) and competition law rules.

The provision stated in the first paragraph means, pursuant to section 16a, cf section 36 (extended collective licence) of the Norwegian Copyright Act, that published materials created by rightsholders that Kopinor does not represent are also covered by the contract.

HOW THE MATERIAL CAN BE MADE AVAILABLE

§ 4

The material may be made available on the National Library of Norway's webpages for users with Norwegian IP addresses. Further, the National Library of Norway may on concrete requests give other users access for distinct purposes, mainly for research and educational purposes, on terms defined more closely by the parties.

§ 5

The material is to be made available to be viewed on a computer screen in the format used on nb.no at all times. No arrangements are to be made for downloading or printing the material until the copyright-protected period has expired.

The material will be made searchable via search engines, and the parties aim at implementing solutions to provide information on borrowing or buying.

CREDITING OF AUTHORS BY NAME, ETC.

§ 6

The name of the creator of the work and the work's title are to be stated in the manner required by proper usage, cf section 3 and section 43a, third subsection of the Norwegian Copyright Act.

RIGHT TO WITHDRAW WORK

§ 7

Kopinor may withdraw book titles from the scope of the contract on request from a rightsholder concerned.

REMUNERATION

§ 8

An annual amount per page made available is to be paid. The amount per page constitute NOK 0,36 in 2013, NOK 0,34 in 2014 and NOK 0,33 in 2015 and onward. The remuneration for 2012 will be agreed upon separately.

§ 9

The payment per page is to be adjusted in accordance with the regulation of the price index, for the first time on 31 December 2013 concerning the 2014 remuneration, thereafter annually on 31 December in accordance with changes in Statistics Norway's consumer price index or any other consumer price index that replaces this. The adjustment is to be made on the basis of the change in the consumer price index from 15 October of last year until 15 October of this year, and correspondingly for future years.

§ 10

The National Library of Norway is to be invoiced for the prevailing number of pages that have been

made available. The parties are to agree further on the date for reporting and invoicing the pages that must be paid for.

BREACH OF THE CONTRACT AND DAMAGES

§ 11

Should the contract be breached, a period of 30 days from the date when written notification of this is received is allowed for rectification.

§ 12

Should a party fundamentally breach the contract and the matter not be rectified pursuant to § 11, the other party may cancel the contract with immediate effect. Cancellation is to be declared in writing, stating the grounds for the cancellation. Damages for breach of contract may be claimed irrespective of whether or not the contract is cancelled.

§ 13

By entering into this contract, the rightsholders have not renounced their right to claim damages and bring a civil action against the National Library of Norway for copying that is not permitted by this contract. If the National Library of Norway has paid a claim from Kopinor relating to such copying, Kopinor undertakes to pay the rightsholders' claims regarding this utilisation.

§ 14

Should this contract be cancelled or terminated, the National Library of Norway is obliged to remove from the National Library of Norway's open webpages all copyright-protected materials that cannot, pursuant to the law or a separate contract with rightsholders, be made available.

OTHER PROVISIONS

§ 15

Unless otherwise agreed between the parties, Kopinor is obliged to pay any claims for payment or damages that the National Library of Norway receives from Norwegian or foreign rightsholders in so far as the claims relate to a copying or making available of materials that has been paid for and carried out in accordance with this contract's provisions, cf otherwise section 37 of the Norwegian Copyright Act. The National Library of Norway is not obliged to pay such claims and Kopinor shall indemnify the National Library of Norway for any claims regarding costs incurred by the National Library of Norway in connection with such a claim. Should a claim be received, the National Library of Norway is to reject the claim and refer the claimant to Kopinor. Claims are not to be paid without consultation with Kopinor. In the case of any dispute regarding the claim, Kopinor is entitled to intervene.

§ 16

The parties will cooperate further on information about the service.

§ 17

A specific rightsholder or a representative of this rightsholder who would like to obtain high-resolution

digital copies of their own material, may enter into an agreement on this with the National Library directly.

§ 18

The National Library of Norway will, on Kopinor's initiative, in so far as possible, make necessary arrangements so that Kopinor, for distribution purposes, get access to the necessary statistics about the material made available.

§19

The material shall be followed by a copyright notice/acceptance clause.

DISPUTE RESOLUTION

§ 20

During the contract period, attempts are first to be made to resolve through negotiations between the parties any dispute between the parties to the contract regarding its interpretation or existence, a breach of the contract or a claim that in some other way is based on a contract between the parties relating to copying.

Should such negotiations fail to succeed, either party may demand that the dispute be resolved through arbitration. The Arbitration Tribunal is to be composed of three members. The parties are each to appoint one member and are to jointly appoint a chair. Should the parties fail to agree on a chairman, this person is to be appointed by the president of the Norwegian Bar Association.

Otherwise, the provisions stipulated in the Norwegian Arbitration Act shall apply.

The parties may each petition for mediation pursuant to section 38 of the Norwegian Copyright Act.

THE DURATION OF THE CONTRACT

§ 21

The contract is valid from 30 September 2012 and may for the first time be terminated with effect from 1 January 2016, thereafter yearly. Termination should be declared in writing to the other party with at least 6 – six – months notice (within the expiry of 30 June).

Two – 2 – copies of this contract have been prepared and each of the parties is to retain one copy.

Place/date:

For the National Library of Norway

For Kopinor

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Vigdis Moe Skarstein
National Librarian

.....
Yngve Slettholm
Executive Director