Model agreement

Negotiated by KS and Kopinor

Agreement

on the copying and use of copyright-protected material in municipal and county authority activities, including educational activities, for the period 1 January 2026–31 December 2027

between

The Licensee

(the municipality/county authority, as specified in the agreement confirmation letter) on the one hand

and

Kopinor

on behalf of the members of the Norwegian Authors' Union, the Norwegian Publishers' Association, Writers' Guild of Norway, the Norwegian Specialized Press Association, the Norwegian Association of Fine Arts Photographers, the Norwegian Society of Authors, Grafill, Norwegian Media Businesses' Association, the Norwegian Music Publishers' 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 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 Association for Arts and Crafts and New Music Composers' Group, as well as foreign rights organisations on the other hand.

Introduction

Subject to the conditions set out in this agreement, the licensee is granted the right to copy and use protected, published material from Norwegian and foreign publications whose rightsholders are represented by Kopinor.

Pursuant to Sections 46 and 47 cf. Section 63 of the Copyright Act, the licensee is also authorised to copy and use material created and published by rightsholders not represented by Kopinor (extended collective licence).

It is a condition of this authorisation that copying does not replace, but rather supplements, the purchase of published material, so as not to prejudice the legitimate interests of rightsholders or the normal exploitation of works. Copying shall therefore only take place where it is not reasonable or natural to obtain the material from a bookshop, picture archive, etc., or directly from the rightsholders.

Chapter 1 – Scope of the agreement

Section 1

The agreement applies to the copying of protected, published material for use within the licensee's activities (including administration and operations) and for use in its own educational activities. The agreement does not apply to independent undertakings or companies wholly or partly owned by the licensee.

The agreement does not cover copying authorised by statute or copying carried out pursuant to an agreement directly with the author and publisher or their representative. Any licence agreements and purchasing terms binding on the licensee shall take precedence over this agreement. Nevertheless, copying from such licensed content may take place pursuant to this agreement unless explicitly stated otherwise in the licence agreement or purchasing terms.

The agreement does not cover copying of:

- audio and audiovisual works (sound and moving images)
- computer programs
- computer games, interactive learning tools, etc.
- original works of visual art and photography, etc.

The agreement covers only digital copying, including copying and use as instructions or context in generative AI tools, of daily press publications in educational activities, and not elsewhere within the municipality/county authority. Photocopying, printing out and copying for use with video projectors, etc., are in all cases permitted.

Chapter 2 – Attribution, alteration, etc.

Section 2

The author shall be credited and the title and source of the work stated in accordance with good practice, cf. Sections 5, 23(4) and 25 of the Copyright Act.

Protected material may not, under this agreement, be altered, adapted or translated, etc., nor may it be used in a derogatory manner (cf. Section 5 of the Copyright Act).

Chapter 3 – Definitions

Section 3

In this agreement, "PROTECTED material" shall mean literary and artistic works, cf. Section 2 of the Copyright Act, photographic images, cf. Section 23, and works protected pursuant to Section 24 (databases). The agreement therefore covers copying from published material in the form of writings of all kinds; drawings and graphic representations of an artistic, scientific or technical nature; maps; reproductions of paintings, sculptures and other visual art, architecture and works of artistic craftsmanship and applied art, whether of the original object or the work itself; sheet music/notation with or without text; photographic works and images; as well as forms, tables, catalogues and similar works protected under Section 24.

Decisions and other statements concerning the exercise of public authority, such as legislation, court judgments, administrative regulations and Official Norwegian Reports (NOU), etc., are not protected under the Copyright Act, cf. Section 14.

In this agreement, "PUBLISHED material" shall mean copies of protected material which, with the consent of the author, photographer or database producer respectively, have been made available to the public in reasonable numbers or through sale or otherwise distributed to the public, including by being made available on the internet, cf. Section 10(2) of the Copyright Act, as well as published sheet music and dramatic works in written form or included in distribution archives, and copies, transcripts or printouts of such copies.

In this agreement, "COPYING" shall mean reproduction to and from paper and digital formats, including photocopying, scanning, photographing, storage and printing, as well as tracing and transcription.

"PRESS CLIPPINGS" means material from periodical publications, but not from scientific journals.

"SHEET MUSIC COLLECTION" means a collection of musical works with or without text.

“SINGLE SHEET MUSIC” means a publication of a single musical work with or without text.

Chapter 4 – Use of copies

Section 4

Copies may be made for use within the licensee’s activities and its own educational activities, cf. Section 1(1), including the sharing of copies in individual cases with colleagues at cooperating institutions or for use in joint bodies for such institutions.

Copies made pursuant to this agreement may be made available on the institution’s or individual school’s internal, closed networks (learning platforms, intranet, archives, etc.), projected on screens, electronic whiteboards, etc., or sent by email to staff, pupils, parents/guardians, etc.

Systematic sharing of learning resources, tests, assessments, etc., between schools and from administrative levels to schools is not permitted.

Section 5

Copies may be made pursuant to this agreement for participants in seminars, courses, etc., organised by the licensee.

Section 6

The agreement does not cover copying in public libraries for distribution to borrowers. This does not prevent copying where authorised by the Copyright Act and associated regulations or other provisions.

Section 7

The reproduction of material for publication in printed or digital form (including making material available on the internet) or for other distribution or making available to the public is not permitted.

Section 8

This agreement does not grant the right to copying that has the character of publishing activity, even if only for the licensee’s employees, pupils, etc.

The production of song booklets of a permanent nature and the use of copies in publications, whether printed or digital, that appear as independent products with their own title, editor, etc., shall always constitute publishing activity, as shall the use of works as part of internal branding.

Notwithstanding the above, protected material may be copied into an internal newsletter, school newspaper or other printed information material intended for the licensee's elected representatives, employees, pupils and parents/guardians.

Section 9

The establishment of databases consisting of defined categories of works (e.g. a newspaper archive, an art database, etc.) is not permitted.

The agreement grants the right to copy collections of press clippings (photocopies and printouts of daily press publications, cf. Section 1(4)) for use within the organisation.

Section 10

The agreement does not authorise copying for use in permanent choirs, bands/school bands, orchestras or similar ensembles. Such ensembles must enter into separate agreements. However, teaching for participants in such ensembles conducted under the auspices of municipal schools of music and performing arts is covered by this agreement.

Chapter 5 – The extent of copying

Section 11

Subject to the exceptions otherwise provided in the agreement, up to 15% of the total number of pages of a single book or similar publication (including hymn books and song books) may be copied for each individual employee, pupil, etc. However, it is always permitted to copy from one and the same publication one entire chapter or similar section, one complete short story or one complete scene from a play. (Regarding sheet music, see **Section 14.)**

From a single book or similar publication that is no longer available commercially or directly from the publisher, up to 30% may correspondingly be copied. Before exercising the right to copy beyond the limit set out in the first paragraph, the licensee must, by written enquiry to the publisher, ensure that the title cannot be made available within a reasonable time by means of print on demand or similar.

Section 12

From periodical publications such as newspapers, weekly magazines, cultural and professional journals, copying may take place without the limitations set out in Section 11. From scientific journals, i.e. journals dealing with research and research results, the extent of copying is limited to two articles from a single issue for one individual.

From brochures and other publications intended for free distribution, copying may take place without quantitative limitation.

Section 13

From material lawfully made available on open internet sites, copying may take place without quantitative limitation.

Section 14

From single sheet music publications and from sheet music collections, up to 15% of the total number of pages may be copied, but no more than 10 pages from a single publication. However, it is always permitted to copy one entire movement from the same publication where the publication comprises at least 12 pages.

If original sheet music is no longer available commercially or directly from the publisher, complete copies of single sheet music publications or up to 30% of a sheet music collection may be made for each individual employee, course participant, etc. It is a condition that the licensee has, to the best of its ability, ensured that the sheet music cannot be purchased and delivered within a reasonable time, for example by contacting the original publisher where possible. See also Section 10.

Section 15

Notwithstanding the provisions of Sections 11 to 14, the agreement does not permit:

- copying from collections of forms and tables prepared for educational purposes
- copying of workbooks or other printed material intended for single-use completion, such as forms, etc.

Section 16

The limitations in Sections 11 to 15 do not apply to copying for use in examinations, full-day tests or other joint assessments.

Section 17

Kopinor shall, to the best of its ability, assist in obtaining permission from the author and publisher for copying, etc., beyond what is permitted under this agreement.

Chapter 6 – Notice and information

Section 18

The licensee shall ensure that employees and others who copy or use copies under this agreement are informed of the provisions of the agreement.

Upon entering into the agreement, the licensee shall appoint a contact person for this agreement and shall at all times thereafter keep Kopinor informed as to who this is.

Chapter 7 – Remuneration

Section 19

The remuneration shall be paid on the following basis:

- for primary and lower secondary schools, excluding music and arts schools: NOK 257.36 per pupil
- for music and arts schools: NOK 83.43 per pupil in music programmes and NOK 1.32 per pupil in other programmes
- for upper secondary schools: NOK 245.23 per pupil
- for tertiary vocational colleges: NOK 359.33 per student (full-time equivalent)
- for administrative functions/positions in the municipality/county authority: NOK 210.04 per FTE (full-time equivalent)

Section 20

The number of FTEs in the municipality/county authority shall be obtained from KS's PAI register based on figures as of 1 December. Administrative functions/positions constitute one third of the number of FTEs in the municipalities/county authorities after deduction of FTEs in schools, after-school programmes and music and arts schools. The number of FTEs as of 1 December of the preceding year shall form the basis for calculation in the following year.

The number of pupils in municipal/county schools shall be obtained annually from the most recently available data in GSI (primary and lower secondary schools), KOSTRA (upper secondary schools) and the Database for Statistics on Higher Education (tertiary vocational colleges).

Section 21

The remuneration shall fall due for payment annually, no earlier than 30 June. Kopinor shall issue a consolidated invoice to the licensee at least one month prior to the due date.

Chapter 8 – Statistical survey

Section 22

The licensee accepts that during the agreement period Kopinor may carry out statistical sample surveys to map the municipalities' reproduction and use of copyright-protected copies, among other things for the distribution of funds to rightsholders in Norway and abroad.

Section 23

If the licensee is selected to participate in a statistical survey, the licensee is obliged to cooperate in carrying out the survey by following the instructions of the statistical agency conducting the survey.

Chapter 9 – Breach and compensation

Section 24

In the event of breach of the agreement, remedy shall be made within a period of 30 days from receipt of written notice.

Section 25

If a party materially breaches the agreement and the breach is not remedied pursuant to Section 24, the other party may terminate the agreement with immediate effect. Termination shall be declared in writing, stating the grounds for termination. Compensation for breach may be claimed irrespective of whether the agreement is terminated.

Section 26

By this agreement, the rightsholders have not waived their right to claim compensation and to bring legal proceedings against the licensee concerning cases of copying not permitted under this agreement. If the licensee has satisfied Kopinor's claim, Kopinor shall satisfy the rightsholders' claims for the same exploitation.

Chapter 10 – Other provisions

Section 27

Kopinor shall cover any claims for remuneration or compensation that the licensee may receive from Norwegian or foreign rightsholders insofar as the claims concern copying that has been paid for and carried out in accordance with the provisions of this agreement, cf. Section 64 of the Copyright Act. The licensee shall not cover such claims, and Kopinor shall indemnify the licensee for claims and costs incurred in connection with such claims.

If a claim is received, the licensee shall reject the claim and refer it to Kopinor. Claims shall not be settled without consultation with Kopinor. In the event of a dispute concerning the claim, Kopinor shall have the right to intervene.

Section 28

Kopinor may, by further agreement, visit the licensee to obtain information about copying routines and thus to gain insight into how the provisions of this agreement are practised.

Chapter 11 – Dispute resolution

Section 29

If negotiations concerning the conclusion, extension or renegotiation of the agreement are unsuccessful, either party may request mediation pursuant to Section 65 of the Copyright Act.

Section 30

Any dispute between the parties concerning the interpretation or existence of the agreement, breach of the agreement, or claims otherwise arising from the agreement, shall first be sought resolved through negotiations.

If agreement is not reached through negotiations, either party may bring proceedings before a Norwegian court.

Chapter 12 – Duration/termination of the agreement

Section 31

The agreement shall apply for the period 1 January 2026–31 December 2027.

Section 32

Upon expiry of the agreement, the licensee shall ensure that all copying of protected material not permitted pursuant to statute or specific agreement with the rightsholder ceases.

Copies made pursuant to the agreement may, after its expiry, only be retained for archiving and any continued case processing, and may not be actively reused.

The licensee may nevertheless continue to copy in accordance with the terms of this agreement while negotiations for a new copying agreement are ongoing. The same shall apply during any mediation.

If a new agreement is concluded, the terms of the new agreement shall apply from the date on which the new agreement takes effect.