# Agreement relating to the reproduction and use of protected material by individual companies, organisations, and institutions

between the licensee (as specified in the agreement confirmation letter)

## Kopinor

on behalf of the members of the Norwegian Authors' Union, the Norwegian Publishers' Association, Writers Guild of Norway, The Norwegian Specialized Press Association, Norwegian Association of Fine Art Photographers, Norwegian Society of Authors, Grafill, Norwegian Media Businesses' Association, Norwegian Music Publishers' Association, NOPA Norwegian Society of Composers and Lyricists, Norwegian Association of Professional Photographers, Norwegian Non-Fiction Writers' and Translators' Association, Norwegian Union of Journalists, Norwegian Society of Composers, Norwegian Critics' Association, Norwegian Association of Literary Translators, Association of Norwegian Editors, Norwegian Comedy Writers' Association, Norwegian Association of the Periodical Press, Norwegian Writers for Children, Association of Norwegian Visual Artists, Norwegian Association of Arts and Crafts, and New Music Composers' Group and foreign rightsholders' organisations.

## Scope of agreement

### Section 1

This agreement shall apply to the reproduction of protected published material for use within the activities of the licensee in Norway.

The agreement shall not limit reproduction and use authorised by law or reproduction agreed directly with the author and the publisher or a representative of these parties. Any licence agreements and purchase conditions by which the licensee is bound shall take precedence over this agreement. However, such licensed content may be copied under this agreement unless expressly provided otherwise in the applicable licence agreement or terms of purchase.

The agreement shall not cover the reproduction of:

- audio and audiovisual works
- computer software
- computer games, interactive learning tools, etc.
- original works of visual art and photographs, etc.

The agreement shall not cover the digital reproduction, including the copying and use of material as instructions or context in generative AI tools, of daily newspapers, although photocopying, printouts and reproduction for use with video projectors, etc. shall be permitted.

### Section 2

Subject to the conditions stipulated in this agreement, the licensee shall be entitled to reproduction of protected material from Norwegian and foreign publications whose rightsholders are represented by Kopinor.

Pursuant to sections 46 and 47, cf. section 63, of the Norwegian Copyright Act, the licensee is also authorised to copy and use material created and published by rightsholders not represented by Kopinor (extended collective licence). This does not, however, apply where such non-represented rightsholders have opted out of the agreement on copying and use of their material. Kopinor shall publish on its website a list of material excluded from this agreement.

## Naming the Author, Alterations, etc.

### Section 3

The author shall be named, and the title and source of the work shall be stated in the manner required by proper usage, see section 5, section 23 fourth paragraph, and section 25 of the Copyright Act. This also applies where, pursuant to this agreement, the licensee uses protected material as instructions or context to generate content using AI, and that content can be linked to the protected material used.

Protected material may not, pursuant to this agreement, be altered or made available in a prejudicial manner, cf. section 5 of the Norwegian Copyright Act. Within the scope of this agreement, copying and use may take place to the extent and in the form required for the intended purpose, provided that the character of the work is not altered or impaired, cf. section 25 of the Norwegian Copyright Act. This means that the translation of literary works and the transposition of musical scores will normally be permitted, including where carried out using AI.

For the purposes of this agreement, the alteration of visual material and the arrangement of musical works shall always be deemed to alter the character of the work and are therefore not permitted.

# Definitions

## Section 4

In this agreement, PROTECTED material shall mean literary and artistic copyright works (see section 2 of the Copyright Act), photographic images (see section 23 of the Copyright Act), and works that are protected under section 24 of the Copyright Act (databases) The agreement shall thus cover the reproduction of published material in the form of all kinds of texts; drawings and graphic works of an artistic, scientific or technical nature; maps; pictures of paintings, sculptures and other visual artworks, architectural works and examples of artistic crafts or applied art (both pictures of models and pictures of the actual works); musical scores with or without text; photographic works and images; as well as forms, tables, catalogues and similar works that are otherwise protected under section 24 of the Copyright Act. Content created with the assistance of AI is covered to the extent that it results from a human creator's free and creative choices and qualifies as a copyright work. Decisions and other statements relating to the exercise of authority by public bodies, for example laws, court decisions, administrative regulations and NOUs (Official Norwegian Reports), etc. are not protected under the Copyright Act (see section 14 of the Copyright Act).

In this agreement, PUBLISHED material shall mean a copy of protected material that has been brought onto the market or otherwise distributed to the public with the consent of the author, the photographer or the database producer, respectively, including material made available on the internet (see section 10, second paragraph, of the Copyright Act), as well as musical scores and dramatic works which have been made available to the public in written form or are held in archives for distribution, as well as reproductions, transcriptions or printouts of such material.

In this Agreement, COPYING AND USE means reproduction to and from paper and digital formats, including photocopying, scanning, photographing, storing, downloading, uploading, copy/paste, printing, tracing and transcription, as well as making the copies thus produced available by distributing paper copies and by digital sharing and communication, subject to the other terms and limitations of this agreement.

In this agreement, AI means information technology for generative artificial intelligence, namely technology programmed to generate new content on the basis of pattern recognition, probability, instructions and input data.

# How May Reproductions be Used?

## Section 5

Reproduction shall not replace, but be a supplement to, the purchase of published material. Reproduction shall therefore only occur when it is not reasonable or natural to acquire the material from a book shop, picture archive, etc. or directly from the rightsholders.

## Section 6

Reproductions may be made for the employees of an institution, the members of the institution's committees, boards and councils, and other persons with a particular connection to the institution, for use in the licensee's operations.

Reproductions made in accordance with this agreement may be made available via the institution's internal, closed networks (intranet, collaboration platforms, archives, etc.), by projections onto a screen/canvas, electronic board, etc., by email, etc.

## Section 7

Under this agreement, reproductions may be made for participants at individual meetings and similar events and at individual seminars courses, etc. arranged by the licensee, i.e. small-scale, subject-specific events with a limited number of participants, primarily intended for training or in-depth study.

The licence does not cover use at conferences, congresses or other similar large-scale events.

Separate agreements shall be concluded in the case of regular teaching and course activities.

Necessary reproductions may be made for third parties (clients, contract parties, etc.) in the course of administrative processing and, additionally, for delivery to other close, standalone contacts.

## Section 8

Reproductions made under this agreement shall not be used in profile-raising or marketing, whether in the form of individual copies or through sales or distribution in connection with advertising activities.

## Section 9

This agreement shall not confer an entitlement to undertake reproduction which has the character of a publishing activity.

Production of song collections or booklets that are meant for repeated use and the use of reproductions in publications which appear to be independent products with their

own names, own editors, etc. shall always be considered to be a publishing activity, even if the intended audience is restricted to the enterprise's employees, and is not permitted.

The making of copies for publication in print or digital form (including making material available on the internet), or for other distribution and making available to the public, shall always be considered a publishing activity, and is not permitted.

The systematic compilation and indexing of a substantial number of works of the same type (a works database) shall be regarded as publishing activity and is not permitted.

### Section 10

Protected material may be copied and used as instructions or context in AI tools on an individual, case-by-case basis for the purpose of requesting explanations, carrying out analyses, translating, producing summaries and similar activities, to the extent permitted under sections 12–15 of the agreement and provided that the character of the work is neither impaired nor altered, cf. section 3. Such copying must take place within a closed technical environment, and the person carrying out the copying must prohibit the AI tool from using the protected material to train or improve the AI tool itself for the benefit of all users.

The systematic copying and use of protected material for the training and development of internal or external AI solutions, including the systematic uploading of content to chatbots, agents or assistants, and the development of image generators or similar solutions, is not permitted.

AI-generated content produced using protected material as instructions or context pursuant to this agreement, and which can be linked to the protected material used, may only be shared within the Licensee's organisation, cf. sections 6 and 7.

### Section 11

This agreement shall not confer an entitlement to reproduction for use by established choirs, bands, orchestras and similar ensembles. Such ensembles shall conclude separate agreements.

## The Extent of Reproduction

### Section 12

Subject to the provision in section 5, for each individual employee, course participant or similar recipient it may be copied up to 15% of the total number of pages of any one book or similar publication (including offprints, standards and similar publications). However, an entire short story, chapter or similar unit may be reproduced from a particular publication. (Concerning musical scores, see section 15.)

### Section 13

The limitations set out in section 12 shall not apply to reproduction from periodical publications such as newspapers, weekly periodicals, and cultural and professional journals. Reproduction from scientific journals, i.e. journals dealing with research and research results, the extent of reproduction shall be limited to two articles from a single issue by a single individual.

There shall be no limitation on the extent of reproduction from brochures and other publications intended for free distribution.

### Section 14

Materials legally published on open websites may be made without limitation. The licensee shall be responsible for ensuring that no reproductions are made from copies published on the internet illegally.

### Section 15

Reproduction from single musical scores (a music sheet or similar publication of a specific musical work), and from collections of musical scores, shall be limited to 15%, subject to a maximum of 10 pages from each individual publication. See also section 11.

### Section 16

Kopinor shall undertake to make its best efforts to assist in obtaining permission from authors and publishers for photocopying, etc. beyond what is permitted under this agreement.

## The Dity of the Licencee to Inform

### Section 17

The licensee shall undertake to ensure that employees and other persons who are entitled to produce or use reproductions under this agreement are informed of the provisions of the agreement.

## Payment

### Section 18

For reproduction and use under this agreement, the licensee shall make an annual payment consisting of a basic fee plus a fee per employee, based on the copying activity (low, normal or high, respectively), as stated by the licensee upon entering into the agreement.

### Section 19

Kopinor shall adjust the payment annually on 31 December, in accordance with changes in Statistics Norway's consumer price index or any consumer price index which replaces it. The adjustment shall be based on the change in the consumer price index between October of the previous year and October of the current year, and be calculated correspondingly for future years. After adjustment, the payment per reproduced page shall be rounded to the nearest Norwegian øre.

### Section 20

Payment shall be made for one calendar year at a time. Kopinor shall invoice the licensee at the time the agreement is concluded, based on the number of employees volunteered by the licensee at that time. Annual payment shall thereafter fall due no sooner than 31 January. The licensee accepts that Kopinor obtains employment numbers from The Central Coordinating Register for Legal Entities and bases its subsequent invoices on these numbers.

The invoice from Kopinor shall come with a 30 day payment deadline.

## Statistical Surveys

### Section 21

The licensee accepts that, during the term of the agreement, Kopinor may commission statistical sample surveys to assess the licensee's copying and use of copyright-protected material, including for the purpose of distributing remuneration to rightsholders in Norway and abroad.

### Section 22

Any survey shall be undertaken using an independent statistical consultancy. Kopinor shall cover the costs of this. The licensee shall be obliged to support such surveys.

### Section 23

Kopinor shall ensure that personal data are processed in accordance with the Norwegian Personal Data Act and that data collected concerning copying are used solely for statistical purposes.

## Breach and Compensation

### Section 24

In the event of a breach of this agreement, a correction deadline of 30 days from receipt of a written notice of breach shall apply.

### Section 25

If a party commits a material breach of this agreement, and the matter is not corrected in accordance with section 24, the other party shall be entitled to cancel the agreement with immediate effect. Cancellation shall be declared in writing, specifying the grounds for cancellation. Compensation for breach may be claimed regardless of whether or not the agreement is cancelled.

### Section 26

This agreement shall not constitute a waiver by the rightsholders of their right to claim compensation from and initiate legal proceedings against the licensee in connection with reproduction which is not permitted under this agreement. If the licensee has complied with Kopinor's requirements, Kopinor shall be obliged to settle the rightsholders' claims regarding the exploitation in question.

### Section 27

If this agreement is cancelled or terminated, the licensee shall cease all reproduction of protected material which is not permitted by law or under a separate agreement with rightsholders, as of the expiry of the termination deadline or the cancellation date.

### Section 28

Copies made in accordance with the agreement may, after the expiration of said agreement, be kept exclusively for filing purposes and administrative procedures, and not to be actively reused.

## Miscellaneous Provisions

### Section 29

Kopinor shall be obliged to settle any claims for payment or compensation which the licensee may receive from Norwegian or foreign rightsholders, provided that the claims relate to reproduction which has been paid for and undertaken in accordance with the provisions of this agreement (see also section 64 of the Copyright Act). The licensee shall not be obliged to settle such claims, and Kopinor shall indemnify the licensee against any costs incurred by the Licensee in connection with any such claim. If a claim is received, the licensee shall reject the claim and refer the claimant to Kopinor. Claims shall not be settled until Kopinor has been consulted. Kopinor shall be entitled to intervene in any dispute relating to the claim.

### Section 30

The parties shall be entitled to make this agreement public.

### Section 31

If new declaratory legislative provisions are adopted during the agreement period that relate to the rules governing the reproduction of protected material, they shall apply to the extent that they do not come into conflict with this agreement.

### Section 32

Kopinor may change the terms of the agreement. These changes will take effect under the new agreement terms, unless the licensee chooses to terminate the agreement according to section 34. The licensee shall receive written notification (by post or by email) concerning the changed terms by 1 July.

## Dispute Resolution

### Section 33

The parties shall adopt Oslo as the correct legal venue for all disputes based on this agreement (see section 4-6 of the Dispute Act).

## Duration of the Agreement

### Section 34

This agreement shall cover reproduction during the current calendar year. If the agreement is not terminated at least three – 3 – months prior to the end of the calendar year, the agreement shall apply for one additional year at a time, with the same termination deadline.