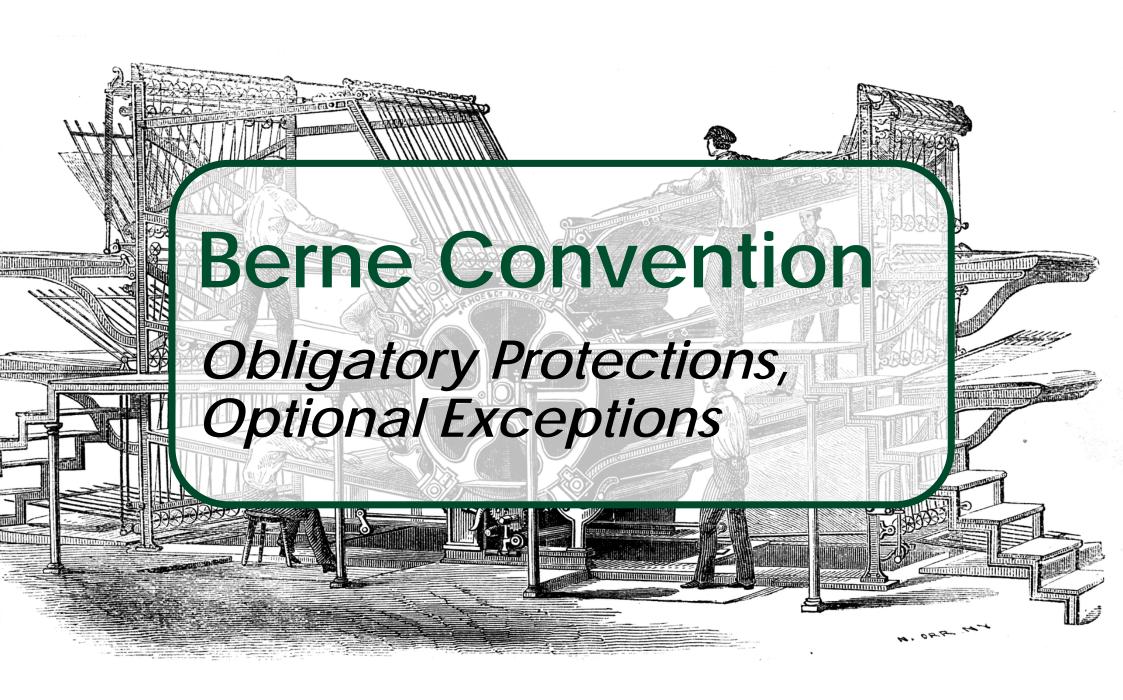


IFLA, 1 November, 10h CEST, The Hague



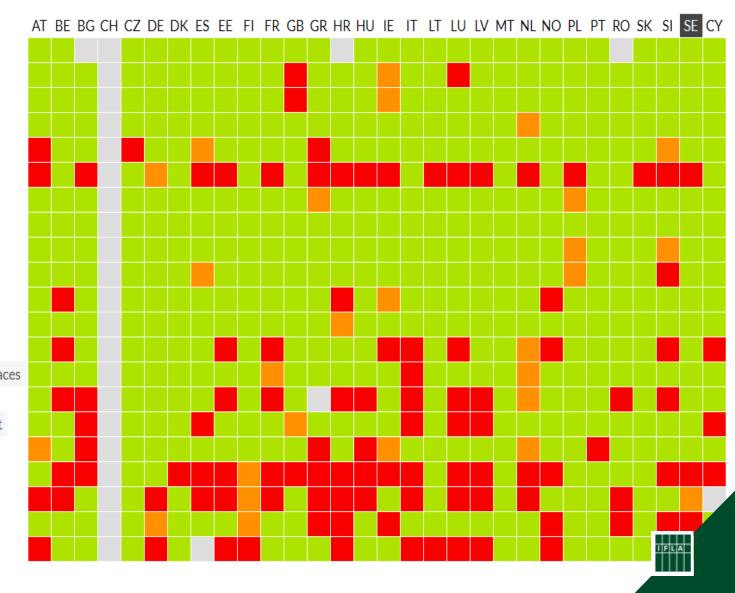


5.1 Temporary acts of reproduction 5.2(a) Photocopying/photo-reproduction 5.2(b) Private copying 5.2(c) Reproductions by Libraries, Archives & Museums 5.2(d) Ephemeral recordings made by broadcasters 5.2(e) Reproduction of broadcasts by social institutions 5.3(a) Illustration for teaching or scientific research 5.3(b) Use for the benefit of people with a disability 5.3(c) Reporting by the press on current events 5.3(d) Quotation for criticism or review 5.3(e) Use for public security purposes 5.3(f) Use of public speeches and public lectures 5.3(g) Use during religious or official celebrations 5.3(i) Incidental inclusion 5.3(k) Use for the purpose of caricature, parody or pastiche

5.3(f) Use of public speeches and public lectures
5.3(g) Use during religious or official celebrations
5.3(h) Use of works of architecture or sculptures in public spaces
5.3(i) Incidental inclusion
5.3(j) Use for advertising the exhibition or sale of works of art
5.3(k) Use for the purpose of caricature, parody or pastiche
5.3(l) Use for the demonstration or repair of equipment
5.3(m) Use for the purpose of reconstructing a building
5.3(n) Use for the purpose of research or private study
5.3(o) Pre-existing exceptions of minor importance

Unknown

Not Implemented





#### LIMITS OF LICENSING

In the library context, licenses can give but they can also take rights away.

This infographic offers examples of provisions in real licences that limit what libraries can do with works they have bought.



Upon termination of the Agreement for any reason Licensee shall cease any and all use of the Products and ensure that all copies of the Products and any related data and information is deleted from its computers and, if applicable, returned to infotSA no later five (5) days after termination of this Agreement.

Destroy all copies after subscription ends, no archiving



Authorized use includes the making of a limited numbers or hard or electronic copies of texts for research, education, or other non-commercial use only; and the use of the paper format of small, insignificant portions of the Product(s) as a source of intelligence to the paper format of small, insignificant portions of the Product(s) as a source of



Interlibrary loan limited to insignificant portions

Gartner reserves the right to change the terms and conditions applicable to use of the Products. Such changes shall be effective immediately upon notice, which shall be placed on the website. Use of the Products after notice shall be deemed to be acceptance by User of such changes.

Change in terms at any time and without notice



The Licensee shall put into place reasonable procedures to monitor the compliance with the terms and conditions of this Agreement by the Authorized Users.



Obligation to monitor all use of works

Subscriber agrees to indemnify OVID from and defend at its own expense...against any and all claims of third parties...arising out of or related to Authorized Users use of the Products or any materials provided hereunder.

Library must indemnify the licensor for patron use of content



Licensor may suspend the provision of the Licensed Material to the Licensee with immediate effect on written notice without liability if the Licensor believes the Licensed Material is being used in a manner that contravenes the provisions of this Agreement



Suspension of access without notice

Downloading of all or parts of a Product in a systematic or regular manner or so as to create a collection of materials comprising all or a material subset of a Product is strictly prohibited whether such collection is in electronic or print form.

Prohibiting data mining



Library



Note: All examples above are contractual terms extracted from actual contracts

As research and preservation activities become international, the problem grows bigger...

... while new problems linked to digitisation emerge



Image - Copyright: WIPO. Photo: Emmanuel Berrod. This work is licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 3.0 IGO License.

## **WIPO**

- 191 Members, UN Body
- Focus on copyright, patents, trademarks, design rights, geographical indications, and traditional knowledge and cultural expression.
- Ability to negotiate Treaties, such as Marrakesh
- Extensive training programme



# SCCR

### **Crews Studies**

#### Eleven themes:

- Preservation
- Reproduction
- Lending
- Legal Deposit
- Parallel Importation
- Cross-Border Access
- Orphan and Out of Commerce Works
- Limitations on Liability
- Contract Override
- Technological Protection Measures
- Translation

## But what objective?





Effective steps to ensure that libraries and their users benefit from a complete and modern set of exceptions and limitations

Cross-border effect of exceptions and limitations to allow for international cooperation

Practical guidance/support to Member States in delivering good laws for libraries

Accessible evidence on copyright laws for libraries

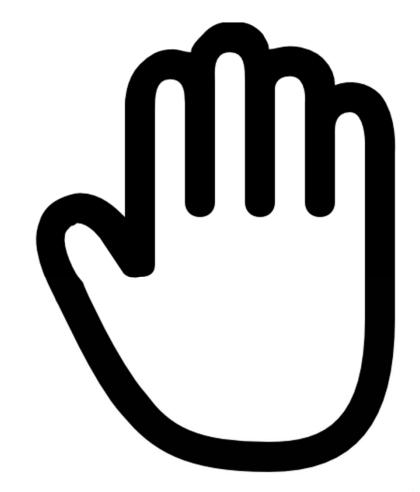


"All governments can introduce new exceptions and limitations, so we don't need action at WIPO..."

"Licensing meets all needs for cross-border access..."

"There's no way of stopping countries implementing overly broad exceptions and limitations..."

"We need to give publishers the time to find stable business models for the digital age..."







Follow us: @IFLA, #Copyright4Libraries

## Contact us:

stephen.wyber@ifla.org ariadna.matas@ifla.org

