

Grant of Rights to Kopioisto

An authorisation to manage and monitor copyrights

Kopioisto

- Is a joint copyright organisation for authors, publishers and performing artists in different fields.
- Monitors the use of publications and audiovisual works, grants copyright licences and distributes the remunerations collected to copyright owners.

Kopioisto grants copyright licences

- For the copying of publications and works
- For the use of TV programmes in education
- For the retransmission of TV channels
- For the use of TV programmes in online recording services
- For the use of TV programmes in libraries and institutions
- For the use of the archived materials of newspaper and magazine publishers

With a grant of rights, you are giving

- The authority to license the use of your works in the usage areas of graphic materials (categories of rights) according to **Section 2: Authorisation given to organisations.**
- The authorisation applies to all categories of rights stated under section 2 and all geographical areas, unless you notify Teosto or Kopioisto otherwise in writing
- The authorisation is valid until further notice
- The authorisations will be transferred to Kopioisto based on decisions by Teosto.

You have the right

- To grant licences for non-commercial use of your works according to the instructions provided by Kopioisto.
- To cancel an authorisation you have granted fully or in part. Partial cancellation may concern individual categories of rights or geographical areas. Cancellations must be carried out according to section 7 of the Grant of Rights to Kopioisto, by notifying Teosto or Kopioisto of it in writing.
- The authorisations you cancel will cease to be valid at the end of the calendar year during which the notice of cancellation is received by Teosto or Kopioisto.

Authoriser (hereinafter copyright holder)

Business name*: _____

Business ID*: _____

The member organisation of Kopioisto receiving the authorisation: Finnish Composers' Copyright Society
Teosto (hereinafter organisation)

The capacity in which the authorisation is given*: Music publisher

Place and date*: _____

Signature and clarification of publisher's contact person*: _____

**Required information*

Section 1: Purpose of the authorisation

With this authorisation (hereinafter authorisation), the signatory copyright holder authorises the organisation to manage and monitor their rights with the conditions below regarding written or artistic works, photographs, lists and databases (hereinafter work) that are published or made public.

The authorisation does not cover cinematic works or other audiovisual works, computer software or performances of works or recordings thereof.

Section 2: Authorisation given to organisations

The copyright holder authorises the organisation

A) to manage the rights and remuneration of the works under the Finnish Copyright Act (hereinafter management authorisation) in the following categories of rights (hereinafter category of rights):

GR1 Photocopying

Copying of published works by photocopying or by other similar methods and printing of works made public from digital sources and copying of the prints by photocopying or by other similar methods.

GR2 Use for education and research

Digital copying of works made public and copying of works published in print into digital format, communicating to the public of these copies for educational and research purposes as well as use of the copies for these purposes.

GR3 Internal use of companies and organisations

Digital copying and communicating to the public of works made public for the internal use as well as training and consulting activities of companies, authorities and other organisations.

GR4 Use of an archived newspaper or magazine

The reproduction and communication to the public of a work published in a newspaper or magazine by the publisher in a republication.

GR5 Use In libraries, archives and museums

The reproduction and making available to the public of a work included in the collections of a library, an archive or a museum, including in a way which enables members of the public to access the work from a place and at a time chosen by themselves.

GR8 Use of a work included in a newspaper or magazine publication

The reproduction and making available to the public of a work included in a newspaper, magazine or periodical publication, including in a way which enables members of the public to access the work from a place and at a time chosen by themselves.

GR9 Use In online content sharing services

Communication to the public of a musical work or lyrics or parts thereof in graphic form that a user has saved in an online content sharing service as defined in chapter 6 a of the Finnish Copyright Act.

and

B) to monitor the unauthorised use of their works (hereinafter monitoring authorisation).

The management authorisation does not apply to the reproduction or communicating to the public of a copy in a publishing operation, unless the description of the category of rights states otherwise.

The management authorisation covers all aforementioned categories of rights and Finland and other countries, unless the copyright holder has notified otherwise when granting the authorisation or afterwards.¹ The management authorisation can only be given for a complete category of rights and it can only apply to entire countries, not parts

of them. Cancelling categories of rights and defining their geographical coverage are regulated in section 7.

Section 3: Use of the authorisation and transferring it to Kopioisto ry

The organisation determines how and to which extent the authorisation is used.

The organisation has the right to transfer the authorisation to Kopioisto ry either entirely or partially, in which case all that is stated on the organisation in this authorisation applies to Kopioisto ry where applicable.

The organisation can give Kopioisto ry the information regarding the copyright holder and their works needed in managing and monitoring the works.

Section 4: The rights and responsibilities of the organisation

Under this authorisation, the organisation can make agreements concerning the use of the works and collect remunerations both prior to and after the granting of this authorisation and to receive, hold and distribute the remunerations.

The organisation can appear in court and in other instances on behalf of the copyright holder in its own name in matters concerning the right to use the works and the right to remuneration and as a plaintiff in copyright infringement issues, make arbitration agreements, and take any other measures necessary for effective management and monitoring.

The organisation has the right to make agreements concerning the management and monitoring of copyrights with corresponding organisations operating abroad.

The organisation commits to promoting the rights of the copyright holders.

Section 5: The responsibilities of the copyright holder

The copyright holder is committed to reporting to the organisation and, after transferring the authorisation, to Kopioisto ry their personal and contact information, and possible changes in them and, when required, information on their works and all other data required for managing and monitoring the works.

The copyright holder accepts the decisions of the organisation concerning the remunerations collected under the authorisation and their distribution and use.

The copyright holder is committed not to grant the management authorisation of categories of rights specified in this authorisation to a third party. The authorisation does not, however, prevent the copyright holder from granting individual licences to use their works.

The copyright holder is committed to such changes to the contents of the authorisation decided by the organisation that are caused by international agreements binding Finland, changes in legislation or such technical or judicial developments which affect the collective management of works specified in a category of rights. The organisation shall notify the copyright holder about such changes.

Section 6: The validity of the authorisation

The authorisation given in the authorisation comes into effect when the copyright holder has given the signed authorisation to the organisation. The authorisation is valid until the copyright protection ends, the copyright holder cancels the authorisation or part of it in writing or the organisation notifies the copyright holder in writing that it shall stop managing a category or categories of rights determined in the authorisation and/or monitoring the unauthorised use of the works.

Section 7: Cancelling the authorisation or a part of it

The copyright holder may cancel the entire authorisation or a part of it. Partial cancellation may concern individual categories of rights or geographical areas.

If the cancellation concerns an individual category of rights or geographical area, the authorisation will remain in effect for other parts. Cancelled categories of rights may not be divided into smaller parts, and the cancellation may not concern a smaller area than a country.

The cancellation is done by notifying the organisation and/or Kopioisto ry in writing. The notification must clearly specify which category of rights or geographical area the cancellation concerns. The authorisation

expires at the end of the calendar year during which the notice of cancellation was received by the organisation or Kopioisto ry. ²

Section 8: Previous transfers of rights

The authorisation replaces the authorisation previously given by the copyright holder to the organisation in the aforementioned capacity insofar as it concerns the works specified in section 1, and the previous authorisation will cease to be valid for this part. Otherwise, the authorisation will not cause changes to authorisations or agreements with which the copyright holder has previously ceded their rights or a part of them or granted the right to monitor their rights to another party.

Section 9: Data files and disclosing personal data

The author's personal data will be recorded in the data file of the organisation and/or Kopioisto ry. A separate privacy policy statement specifies the purpose of processing personal data, disclosure targets and the rights of the data subject.

1) If the copyright holder wants to give the management authorisation only for certain categories of rights and/or countries (Section 2), please contact at Teosto's Customer Service, omateosto@teosto.fi or Kopioisto's Rightsholder Services at oikeudenomistajapalvelut@kopioisto.fi.

2) If the copyright holder completely terminates their client agreement with Teosto, the authorisation granted by this Grant of Rights will cease at the same time as the termination of the client agreement comes into force, at 12 midnight on either 30 June or 31 December on the year of termination.

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