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## OLA Spring Copyright Symposium

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# OLA Spring Copyright Symposium

Joan Dalton (University of Windsor)  
Margaret Ann Wilkinson (Western University)  
Victoria Owen (University of Toronto, Scarborough)

May 24, 2013

**NOTE:** This symposium is presented for information only. No part of it should be interpreted as constituting legal advice.

# Agenda

Welcome:	9:00-9:10	Madeleine Lefebvre Chief Librarian, Ryerson University
Opening Comments	9:10-9:15	Victoria Owen, Symposium Chair
<b><u>Session I:</u></b>	<b>9:15 – 10:30</b>	<b>Where does your institution sit? Joan Dalton</b>
BREAK	10:30 – 10:45	
<b><u>Session II:</u></b>	<b>10:45 – 12noon</b>	<b>Review of the 6 Fair Dealing Factors Margaret Ann Wilkinson</b>
LUNCH	12:00 – 1:00	
<b><u>Session III:</u></b>	<b>1:00 – 2:30</b>	<b>Building an Institutional Policy Margaret Ann Wilkinson</b>
BREAK	2:30 – 2:45	
<b><u>Session IV:</u></b>	<b>2:45 – 3:20</b>	<b>Moving along the Risk Continuum Joan Dalton</b>
	<b>3:20-3:50</b>	<b>Questions &amp; Discussion</b>
Closing Comments:	3:50 – 4:00	Victoria Owen

# Session I: Where does your institution sit?

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## Universities

### Opt-Out

Carleton  
Guelph  
Queen's  
Trent  
Waterloo  
Windsor  
York

### Tariff

### AC License

Algoma	Ottawa
Brock	RMC
Lakehead	Ryerson
Laurentian	Toronto
McMaster	UOIT
Nippising	Western
OCAD	WLU

## Colleges

### Opt-Out

Algonquin	Humber
Boreal	La Cite
Centennial	Lambton
Confederation	Niagra
Fleming	Sault
George Brown	Seneca
Georgian	St. Lawrence

### Tariff

Canadore  
Conestoga  
Fanshawe  
Loyalist  
Sheridan

### AC License

Cambrian  
Durham  
Mohawk  
Northern  
St Clair

# The cost of copying based on where your institution sits

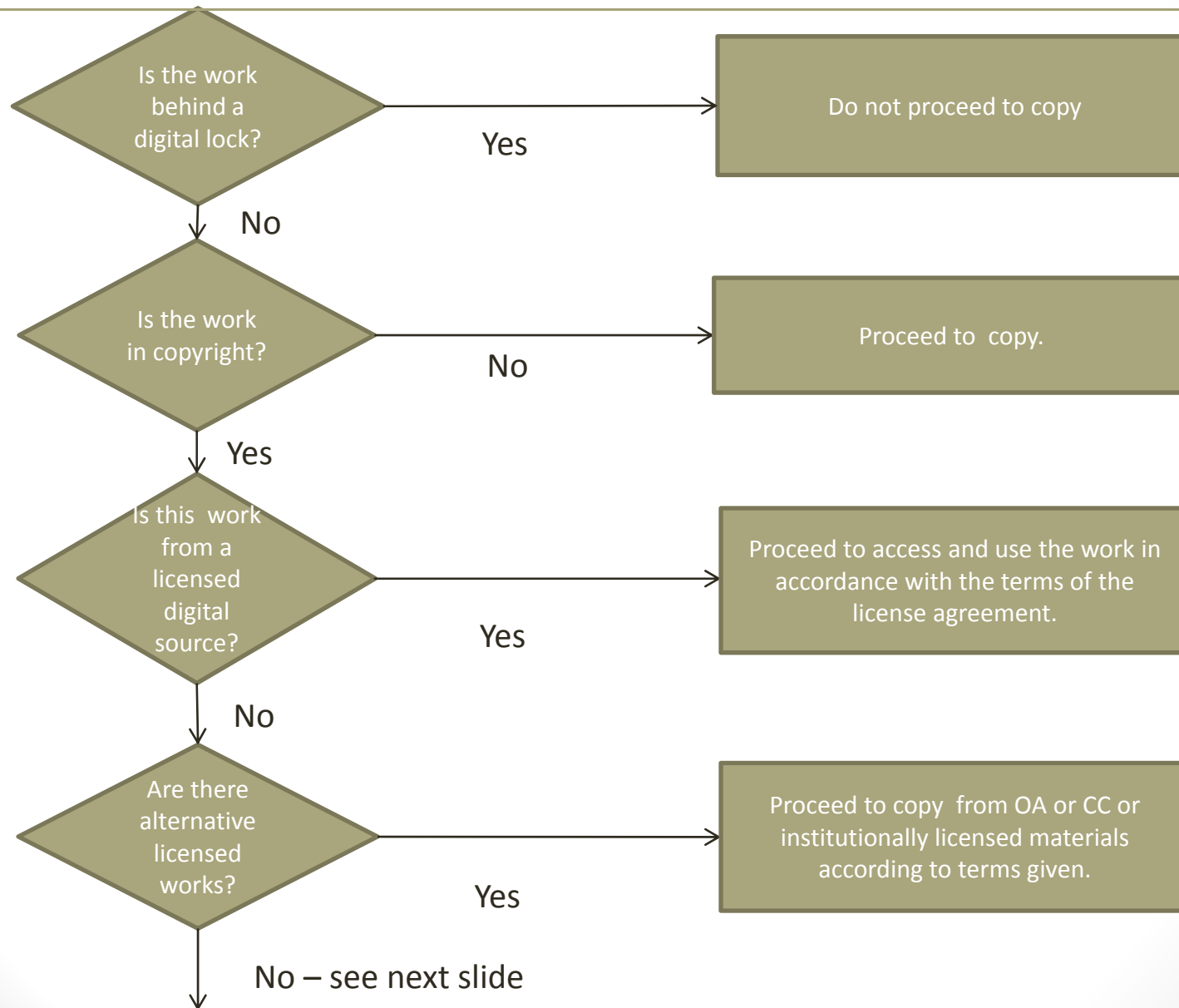
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	Opt Out	Tariff (2011-2013)	Tariff (2014-2017)	AC License (2012-2015)	AC License (2012-2013)
<b>Universities</b>	\$0 *	\$45	\$35	\$26	\$27.50 (UofT & UWO)
<b>Colleges</b>	\$0 *	\$35	\$25	\$10	n/a

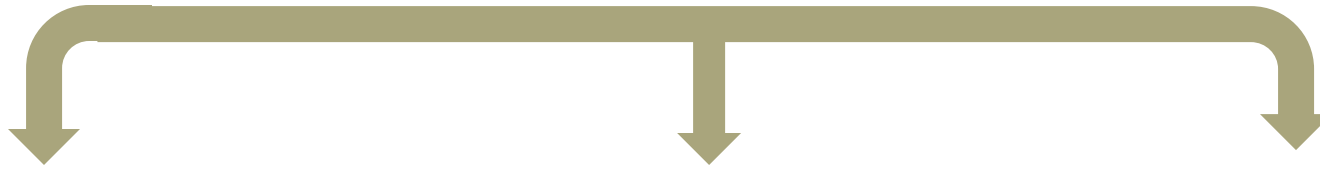
\* \$0 in direct payments to Access Copyright. The costs associated with the decision to 'Opt Out' of a tariff or license are not insubstantial, and include among other things, costs associated with training, education, software modifications and the development of web-based information systems in support of the appropriate use of protected materials.

# Copyright Flowchart

## Institutional considerations



# Proceed to copy based on where your institution sits



## Opt-Out

1. Materials licensed from creators or others will not be affected by the decision to opt-out of any relationship with Access Copyright;
2. Proceed to copy under the “Users’ Rights” exceptions in the Copyright Act, including
  - i. Fair Dealing
  - ii. Educational Institutions
  - iii. LAMs
3. Can use all materials, all formats, as permitted in these sections;
4. Guidelines may help your institution provide evidence of its compliance with the requirements of “Fair Dealing” under the Act
5. If Users’ Rights exceptions don’t apply, seek permission or do not use the material.

## Tariff

1. Materials licensed from others not affected by this Tariff;
2. Proceed to copy under terms of the Tariff;
3. Can use only Access Copyright repertoire of materials under Tariff: no audio-visual, musical materials;
4. Guidelines may help your community understand how to comply with the terms of the Tariff;
5. “Fair Dealing” NOT in here directly but will factor into the Board’s valuation formula for setting the Tariff.



## Access Copyright License

1. Materials licensed from others not affected by this License;
2. Proceed to copy under terms of the license agreement;
3. Can use only Access Copyright repertoire of materials under this License: no audio-visual, musical materials;
4. Guidelines may help your community understand how to comply with the terms of the license agreement;
5. “Fair Dealing” IS recognized under the current AC license and its extent may factor into renegotiation of the price of the license when the current license expires.

# The Copyright Board's formula for setting tariffs

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All the copying done within the Institution

- (minus)

All copies for which rightsholder should NOT be compensated

= (equals)

Number of COMPENSABLE copies

X (multiplied by)

the VALUE of each copy

= (equals)

The amount of the **TARIFF**

Determined by actual surveying using statistically robust sampling

- a) materials created by the institutions against whom the Tariff will be ordered (because they own those copyrights);
- b) materials copied under exceptions in the Act (Fair Dealing, Els, LAMs, etc)

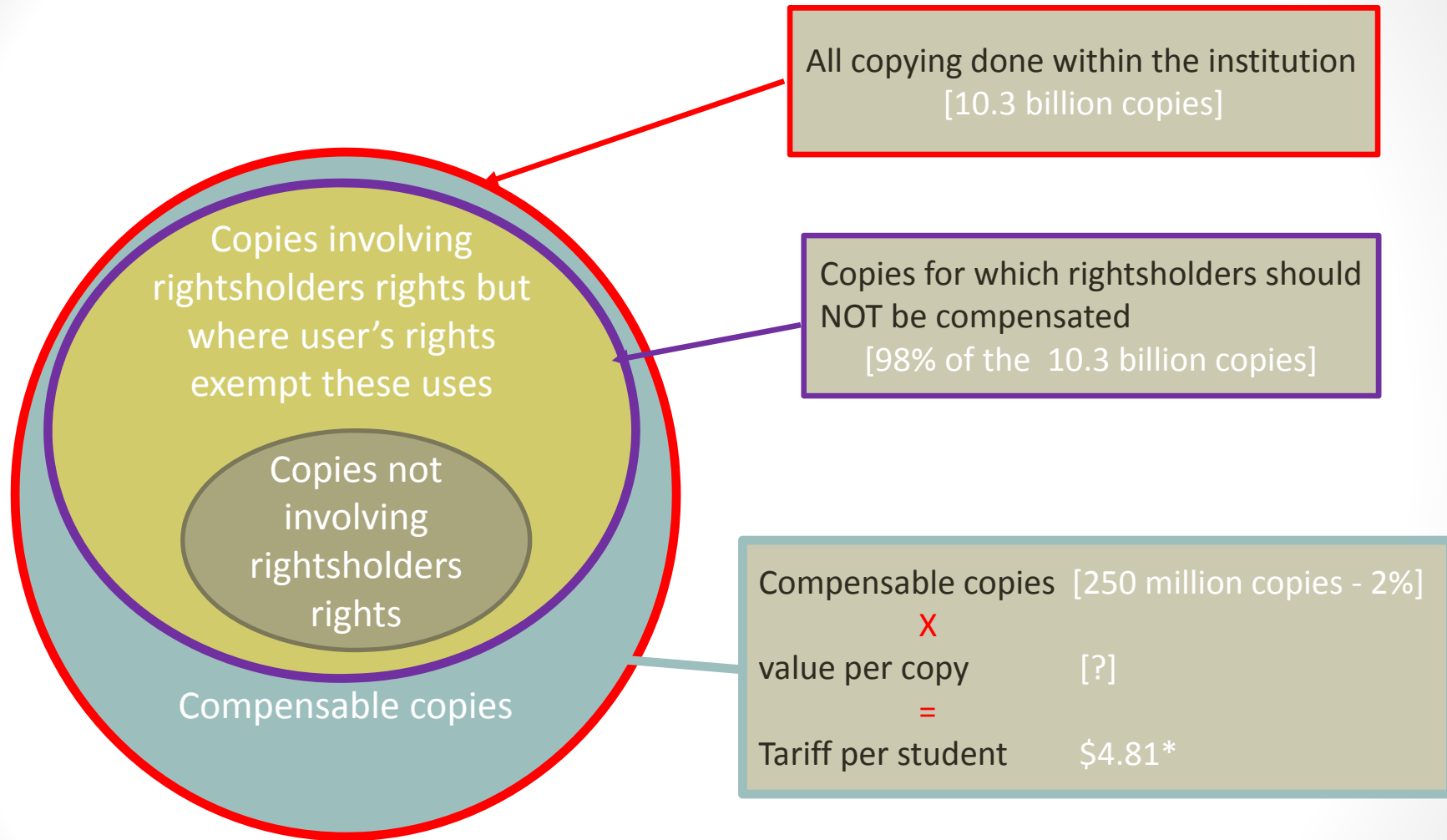
**SUBTOTAL**

Value as determined on economic evidence by the Copyright Board

**TOTAL**



# K-12 (2005-2009) Board Findings



\* Original Board ordered value of \$5.16 (June 26, 2009) reduced after FCA judicial review proceedings (and appeal, in part, to SCC) -- and remitted back to Board -- to \$4.81 by Order of Board January 18, 2013.

Back again to the 2004 Supreme Court decision in  
*CCH et al v. The Law Society of Upper Canada*,  
the “**Law Society**” case:

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- **The Supreme Court recognized agency in the copyright context... para.64**

**“Although the retrieval and photocopying of legal works are not research in and of themselves, they are necessary conditions of research and thus part of the research process...”**

The Supreme Court also specifically said:

“a library can always attempt to prove that its dealings with a copyrighted work are fair under section 29 of the Copyright Act. It is only if a library were unable to make out the fair dealing exception under section 29 that it would need to turn to the Copyright Act to prove that it qualified for the library exception.”  
(para.49)

## Under the LAMS Regulations since 1997:

Approved by the Supreme Court in  
the Law Society case:

### WARNING!

Works protected by copyright may be  
photocopied on this photocopier only if  
authorized by:

the *Copyright Act* for the purposes of fair  
dealing or under specific exemptions set  
out in that Act;

the copyright owner; or

a license agreement between this institution  
and a collective society or a tariff, if any.

For details of authorized copying, please  
consult the license agreement or  
applicable tariff, if any, and other  
relevant information available from a  
staff member.

The *Copyright Act* provides for civil and  
criminal remedies for infringement of  
copyright.

The copyright law of Canada governs  
the making of photocopies or other  
reproductions of copyright material.

Certain copying may be an  
infringement of the copyright law.

This library is not responsible for  
infringing copies made by the users  
of these machines.

Unnecessarily verbose

# Session II: Review of the Six Fair Dealing Factors

<b>CCH v. LSUC (2004)</b>	
para 1-7	<b>I Introduction - Issues to be determined</b>
para 8-13	<b>II Analysis on Appeal</b>
	1) Originality
para 14-25	a) The Law
para 26-36	b) Application to the Facts
	2) Authorization
para 27-38	a) The Law
para 39-46	b) Application to the Facts
<b>para 47</b>	<b>3) Fair Dealing</b>
<b>para 48-60</b>	<b>a) The Law</b>
<b>para 61-73</b>	<b>b) Application to the Facts</b>
para 74-75	4) Canada Law Book
para 76	5) Conclusion to Main Appeal
	<b>III Analysis on Cross Appeal</b>
para 77-79	1) Communication to public
para 80-82	2) LSUC sell copies
para 83-84	3) LSUC qualify
para 85-87	4) Publisher injunction
para 88-90	<b>IV Conclusion</b>

## 3.a) Fair Dealing - the Law

- Fair dealing is a users right
- A library can always attempt to prove its dealings were fair under s. 29
- Research must be given a large and liberal interpretation
- Not limited to non-commercial
- **Whether something is “fair” is a question of fact and depends on the facts of each case**
- List of six factors to be considered to help assess whether a dealing is fair

## 3.b) - Application of the Facts

- “Access to the Law” policy quoted in full
- Six factors applied to the facts of the Law Society Case and application of the policy in the Great Libraries actions on behalf of library users.

# Review of the Six Fair Dealing Factors

Based in ***CCH v LSUC*** 2004

“In order to show that a dealing was fair under s.29 [or 29.1 or 29.2]... a defendant must prove:

- (1) that the dealing was for the purpose [stipulated in s.29, 29.1 or 29.2] and
- (2) that it was fair.

The purposes are listed in the *Copyright Act* s.29, 29.1 and 29.2 but “whether something is fair is a question of fact and depends on the facts of each case” (para.52)

The Chief Justice, in ***CCH v LSUC***, approving Linden, JA in the Federal Court of Appeal, provided headings for the six factors but each is much more complex than its heading (see paragraphs 54-59, distributed).

## (i) The Purpose of the Dealing

- Not just a listing of the categories set out in s.29, 29.1 and 29.2 (whether within them is part 1 of the enquiry and this is part 2) “courts should attempt to make an objective assessment of the user/defendant’s real purpose or motive in using the copyrighted work” (para.54)
  - If, as in the “course pack” cases [from New Zealand and the UK], the copier hides behind the shield of the user’s allowable purpose in order to engage in a separate purpose that tends to make the dealing unfair, that separate purpose will ... be relevant to the fairness analysis” *Alberta* (para 22) but teachers have no such purpose (para 23) – they facilitate the students’ research and private study.
- “some dealings, even if for an allowable purpose, may be more or less fair than others; research done for commercial purposes may not be as fair as research done for charitable purposes” (para.54)
- **BUT** in the section of the judgment on “Application of the Law to these Facts” (paras 61-73), the Court said the LSUC satisfied this requirement through its “**Access Policy**” (para.66)

# “Education, parody or satire”

- Added to Fair Dealing s.29 by Parliament in the *Copyright Modernization Act* [CMA], 2012.
- No definitions of these terms are provided in the Act, nor any other explanation of them.
- No case in the “pentology” released by the Supreme Court summer 2012 makes any reference to the CMA at all and all are decided on facts arising before the CMA and therefore are decided on the earlier law.
- Nonetheless, our system of law presumes that these words have meaning in the Act but, unless and until the courts opine on their meaning, there is no way of knowing for certain what that meaning is: any lawyer or political scientist or anyone else is simply making an educated guess (and some “guesses” will be based on more education and experience than others, but no opinion on this, whether conservative or liberal, can anticipate the decisions of the courts; following any opinion on this will involve an institution in assessing its risk tolerance.
- In the case of “education,” the word in other legal contexts has tended recently to be interpreted broadly by the courts; on the other hand, the rules of statutory interpretation suggest that the term in the Copyright Act should probably not be interpreted as robbing the concept of “Educational Institution,” also in the Copyright Act and also affected by Parliament’s amendments in the CMA, of any meaning – thus leaving a more narrow space of “education,” perhaps, in copyright than in the other statutes where it has been interpreted...

## “research, private study”

- We have clear jurisprudence from our top court about what these two terms mean –
  - In addition to CCH v LSUC, pentalogy *SOCAN v Bell* case says customers previewing music to decide whether to buy is “research” – and only commercial from the sellers’ point of view (para30), not the users,’ which is the relevant perspective
- if we can manage within these categories, why worry about what “education” may mean?
- But, can we manage?
- First, we need to realize that the six factors are not satisfied by doing things within one of the [now] 8 categories of fair dealing – even the 1<sup>st</sup> step of the 6 factor test asks more than that:
  - “an objective assessment of the user/defendant’s real purpose or motive” AND an assessment of whether the dealing, though for an allowable purpose, is more or less fair – with the understanding that if the user’s purpose is commercial, the dealing may not be fair...



## (ii) The Character of the Dealing

- How the works were dealt with (para 55)
- Multiple copies, widely distributed – tends to be unfair [note: not *is* unfair]
- Single copy may be fair [note: not *is*]
- If copy destroyed after use, may be fair [note: not *is*]
- “custom or practice in a particular trade or industry” may be relevant: “study notes” published are unfair as criticism whereas literary criticism textbooks are [citing UK case]
- **SOCAN v Bell** – where no copy kept by user and taking small, fair
  - this factor is where you consider the “quantification of the aggregate dissemination” (para 42), not under (iii) the amount of the dealing
- **BUT**, in the “Application of the Law to these Facts” section, the Supreme Court said the Law Society satisfied this criteria through the Great Library’s **Access Policy** (para.67)

### (iii) The Amount of the Dealing

- “Both the amount of the dealing and importance of the work ... should be considered” (para56, emphasis added)
- “It may be possible to deal fairly with the whole work”[ not, not *is*] –
  - eg probably whole photograph for the purpose of criticism or review
  - eg probably entire academic article for research or private study
  - eg probably entire judicial decision for research or private study
  - probably NOT whole work of literature for criticism
  - *SOCAN v BELL* – assess factor based on the individual use – proportion of excerpt in relation to whole work, not the amount of the dealing in the aggregate (para 41)
- No percentages here – 10% is a figure which appears in the *Copyright Act of Australia* (s.40(5) – 10% of editions, works or adaptations not divided into chapters can be sued under fair dealing). Nothing similar in Canada.
- **BUT**, in the “Application of the Law to these Facts” section, the Supreme Court said the Law Society satisfied this criteria through the Great Library’s **Access Policy** (para.68)
  - One patron with numerous requests for multiple reported decisions from the same reported series over a short period of time might not be fair – but there was no evidence before the courts of this occurring.

## (v) Nature of the Work (note order change)

- “if a work has not been published, the dealing may be more fair in that its reproduction with acknowledgement could head to a wider public dissemination” (para.58)
- If a work is confidential, this may make the dealing unfair [citing UK case]
- **SOCAN v Bell** – “the fact that a musical work is widely available does not necessarily correlate to whether it is widely disseminated. Unless a potential consumer can locate and identify a work he or she wants to buy, the work will not be disseminated.” (para 47)
- **BUT**, in the “Application of the Law to these Facts” section, the Supreme Court said the Law Society satisfied this criteria through the Great Library’s **Access Policy** (para.71)
  - Not all legal works are to be copied, regardless of the purpose to which they will be put – according to the Access Policy – only for research, private study, criticism, review or use in legal proceedings...
  - “It is generally in the public interest that access to judicial decisions and other legal resources not be unjustifiably restrained” [quoting Linden, JA]

## (iv) Alternatives to the Dealing

- If there is a non-copyrighted equivalent that could have been used, “this should be considered” (para.57)
- Was “the dealing reasonably necessary to achieve the ultimate purpose”?
  - eg, if a criticism would be as effective without reproducing the work, may weigh against fairness
  - **SOCAN v Bell** – “short, low-quality streamed previews are reasonably necessary to help consumers research what to purchase” (para 46)
  - “buying books for each student is not a realistic alternative to teachers copying short excerpts to supplement student textbooks” **Alberta** (para 32) (Note the Court relies on the fact in *Alberta* that teachers were copying to supplement textbooks already purchased for each student.)
- **BUT**, in the “Application of the Law to these Facts” section, the Supreme Court said the Law Society satisfied this criterion (paras 69-70) BUT **NOT** THROUGH THE EVIDENCE OF THE Great Library’s **Access Policy**
  - “patrons cannot reasonably be expected to always conduct their research on-site” ...

## (vi) Effect of the Dealing on the Work

- “neither the only factor nor the most important” (para.59)
- “If the reproduced work is likely to compete with the market or the original work, this may suggest the dealing is not fair.”
- **SOCAN v Bell** – previews (short and degraded quality) not in competition with the work; increase sales and therefore no negative impact on the work.
- While textbook sales shrank 30% over 20 years, no evidence linked it directly to teachers’ photocopying – likely adoption of semester teaching, decrease in registrations, longer lifespan of textbooks, increased use of Internet and other electronic tools and more resource-based learning. **Alberta** (para 33)
- **BUT**, in the “Application of the Law to these Facts” section, the Supreme Court said the Law Society satisfied this criterion (para 72) **BUT NOT THROUGH THE EVIDENCE OF THE Great Library’s Access Policy**
  - “no evidence was tendered to show that the market for the publishers’ works had decreased as a result of these copies
  - “Although burden to prove fair dealing lies with the Law Society, it lacked access to evidence about the effect of the dealing on the publishers’ markets...it would have been in publishers’ interest to tender it at trial... only evidence ... is that the publishers have continued to produce new reporter series and legal publications during the period of the custom photocopy service’s operation.”

## Session III: Building an Institutional Policy

- Why not adopt a national or provincial or sectoral policy approach?
  - This is not negligence law: in negligence, a branch of tort law, evidence that you have met the standard of a competent professional, which means you have not been negligent, can mean pointing to the standard of similar professionals - and national or sectoral or regional policies to which you adhere can help provide this evidence.
  - This is copyright: the Great Library's policy in *CCH v LSUC* assisted the Law Society to establish evidence of *its institutional* general practice instead of having “to adduce evidence that every patron uses the material provided for in a fair dealing manner” (para 63)
- “Persons or institutions relying on ... fair dealing... need only prove... **their own** practices and policies were research-based [for s.29] and fair” (para 63, emphasis added)

## What are essential elements of the Great Library policy?

“The Access Policy places appropriate **limits on the type of copying that the Law Society will do**. It states that **not all requests will be honoured**. If a request does not appear to be for [an allowable] purpose... the copy will not be made. If a question arises as to whether the stated purpose is legitimate, the **Reference Librarian** will review the matter. The Access Policy limits the amount of work that will be copied, and the **Reference Librarian reviews** requests that exceed what might typically be considered reasonable and **has the right to refuse to fulfill a request.**” (para 73, emphasis added)

The Law Society’s Great Library policy was directed to its users, not its employees. It was about making copies for those outside the organization, not for itself through its employees.

# Moving Along the Risk Continuum

0% risk

LSUC Access to the Law Policy

Law Society Access Policy – **modified**

Law Society Access Policy – **modified**

Law Society Access Policy – **modified**

AUCC Fair Dealing Policy

greater risk



# Mock FD Policy

## University of Centreville Fair Dealing Policy

The University of Centreville, with the assistance of the resources of the university library system, supports a student-focused environment which enables people to make a better world through the creation, preservation and dissemination of knowledge. The university's comprehensive collection of resources, in print and electronic media, is open to students faculty and staff of the university as well as visiting researchers and interested members of the public. Single copies the university's materials, provided for the purposes of research, review, private study and criticism, as well as news reporting, parody, satire and education may be provided to the users of the University of Centreville's resources.

Employees of the University of Centreville may provide links to materials appearing on external or internal websites without reference to this policy just as any member of the public can also link, without reference to this policy, to resources on publicly accessible websites operated by the University of Centreville.

The University of Centreville's copyright related services support users of the university's library and information systems who require access to it's resources while respecting the copyright of the publishers of such materials, in keeping with the fair dealing provisions in sections 29, 29.1 and 29.2 of the Canadian *Copyright Act*.

# Mock FD Policy

## University of Centreville Fair Dealing Policy

### Guidelines to Access

1. The University of Centreville provides single copies for specific purposes, identified in advance to library staff, staff working in conjunction with the office of the campus Copyright Officer or through the appropriate use of the Fair Dealing Assessment Tool.
2. The specific purposes are research, review, private study, and criticism, as well as news reporting, parody, satire and education. Any doubt concerning the legitimacy of the request for these purposes will be referred to the university Copyright Officer.
3. The individual must identify him/herself and purpose at the time of making the request. A request form will be completed by library staff or staff working in conjunction with the office of the campus Copyright Officer based on the information provided by the requesting party, or on the forms provided within the Fair Dealing Assessment Tool.

# Mock Fair Dealing Assessment Tool

1 Name	
--------	--

#3 Identify self

2 Affiliation	staff
	student faculty staff visiting researcher community member

3 What is the purpose of the dealing?	criticism or review
	research private study education parody satire criticism or review news reporting Other

#3 Identify purpose



If “other” is chosen – copying under fair dealing is not available  
Options include:

- seek permission
- locate alternative sources

# Mock FD Policy

## University of Centreville Fair Dealing Policy

### Guidelines to Access (cont'd)

4. As to the amount of copying, discretion must be used. No copies will be made for any purpose other than that specifically set out on the request form or specified by the user of the Fair Dealing Assessment Tool. Ordinarily, requests for a copy of one case, one article or one statutory reference will be satisfied as a matter of routine. Requests for substantial copying from sources (e.g. in excess of 5 percent of the volume or more than two citations from one volume) will be referred to staff working in conjunction with the office of the campus Copyright Officer or directly to the Copyright Officer for to adjudicated before being accepted and may ultimately be refused.

# Mock Fair Dealing Assessment Tool

1 Name	<input type="text"/>
--------	----------------------

2 Affiliation	staff
	student faculty staff visiting researcher community member

3 What is the purpose of the dealing?	criticism or review
	research private study education parody satire criticism or review news reporting Other

4 What are you copying?	under 5% of a volume
	one case one article one statutory reference under 5% of a volume 1 or 2 citations from a volume of collected works Other

#4 allowable dealings



5	If "Other" than options in #4, please describe what you would like to copy	<input type="text"/>
---	--	----------------------

# Mock Fair Dealing Assessment Tool

3	What is the purpose of the dealing?	criticism or review
		research private study education parody satire <b>criticism or review</b> news reporting Other

Both the amount of the dealing and the importance of the work should be considered when assessing fairness [para 56, CCH ]

5	If "Other" than options in #4, please describe what you would like to copy	a chapter from the assigned textbook for the course
---	--	---

The amount taken may be more or less fair depending on the purpose being asserted. [para 56, CCH ]

5	If "Other" than options in #4, please describe what you would like to copy	a short story from The Best American Short Stories, 2012
---	--	--

as discussed in ... SOCAN v. Bell the "amount" factor is not a quantitative assessment ... it is an examination of the proportion between the excerpted copy and the entire work, not the overall quantity of what is disseminated. [para 29, Alberta (Education)]

## Specific considerations related to 'amount' of a dealing

- The amount + the importance of the work
- The amount + the purpose of the dealing
- The proportion between the copy & the entire work

# Mock FD Policy

## University of Centreville Fair Dealing Policy

### Guidelines to Access (cont'd)

5. This service is provided on a not for profit basis. The fee charged for this service is intended to cover the costs of the University of Centreville.
6. Employees of the University of Centreville may also provide multiple copies, rather than merely single copies of materials, to accompany assigned texts, to students attending its programs, in light of the student's rights to access materials for research and private study.

# Moving Along the Risk Continuum

**0% risk**

## LSUC Access to the Law Policy

audience	External - users of the great library
purpose	to describe how library services support users of the collection
evidence	In the law. Policy satisfied 4 of the 6 fairness factor tests.
quantitative limits	Flexible - depends on the dealing in consideration of the importance of the work and proportionality
safeguards	Limited copying – single copies Intermediaries – staff, forms, automated tool - potential for refusal

## AUCC Fair Dealing Policy

audience	Internal – faculty, staff of institution
purpose	To apply fair dealing in non-profit universities, and to provide reasonable ‘safe-guards’ for rights holders
evidence	Not grounding in law. Opinion. Speculation on how far the statutory language will stretch
quantitative limits	Fixed - 10%, “short excerpts”, one chapter, etc..
safeguards	Intermediary introduced only for copying exceeding the fixed limits

**greater risk**



# University of Windsor - steps to 'Opt-Out'

Oct.2010	Campus-wide email re expiry of license, discontinuation of course packs using AC content
Dec.2010	'Fair Dealing Policy' (ver. 1) adopted for campus by university President. (AUCC)
Jan.2011	Copyright Officer appointed for campus.
Jan.2011	Campus-wide email re operating without an AC license
Mar.2011	Liaison Librarians promote alternative to copying from AC repertoire: <ul style="list-style-type: none"><li>• <a href="#">Digital ejournals/books</a> licensed by Leddy Library,</li><li>• Creative Commons &amp; Open Access Materials (<a href="#">CC &amp; OA</a>);</li></ul>
Mar.2011	Launched local database of digital licensing <a href="#">Terms &amp; Conditions</a> ;
Mar.2011	University of Windsor copyright webpages developed for campus guidance
July.2011	<a href="#">Copyright Clearance Service</a> at Leddy Library for transactional licensing
July.2011	<a href="#">CLEW</a> changes to declare © status of uploaded materials
May.2012	UofW Internal Audit office: <a href="#">Access Copyright Risk Assessment Report</a>

# Risk of copyright litigation based on where your institution sits



## Opt-Out

- Infringement action from any rights holder whose rights are infringed, including Access Copyright – s.27(1);
- Infringement action for moral rights
  - If moral rights not waived
  - Regardless of economic rights

## Access Copyright License

- Infringement action from a rights holder of rights not represented by Access Copyright -- s.27(1);
- Infringement action for moral rights
  - If moral rights not waived
  - Regardless of economic rights
- Breach of contract action for violating the terms of the license;
- Infringement action uses made beyond the terms of the license.

## Tariff

- Infringement action from a rights holder for rights not represented by Access Copyright;
- Infringement action for moral rights
  - If moral rights not waived
  - Regardless of economic rights
- Infringement action from Access Copyright if the Tariff is not followed .
- A collective society may recover the royalties under a certified tariff,
- Any decision of the Board may be enforced through the Federal Court .

# Thank You

Joan Dalton (University of Windsor)  
Margaret Ann Wilkinson (Western University)  
Victoria Owen (University of Toronto, Scarborough)

May 24, 2013

# References

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Available at <http://www.press.uottawa.ca/the-copyright-pentalogy>

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<a href="#">Journal of AAPOS</a>	1091-853	
<a href="#">The Journal of abnormal and social psychology</a>	0096-851	
<a href="#">Journal of abnormal child psychology</a>	0091-062	
<a href="#">Journal of abnormal psychology</a>	0021-843X	
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<a href="#">Journal of Academic and Applied Studies</a>	1925-931X	
<a href="#">Journal of academic and business ethics</a>	1941-336X	
<a href="#">Journal of Academic Emergency Medicine</a>	1305-760X	
<a href="#">Journal of academic ethics</a>	1570-1727	

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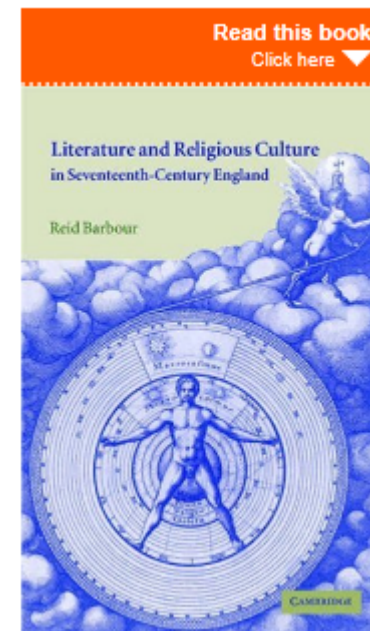
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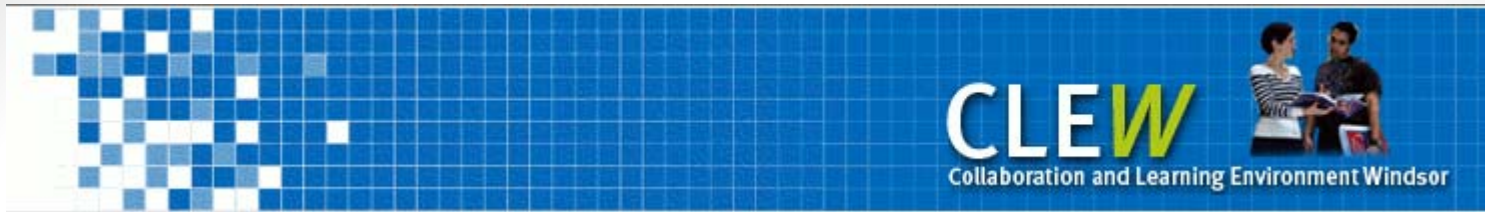
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INTERNAL AUDIT SPECIAL REQUEST REPORT #08-12

*Access Copyright- Risk Assessment*

5/28/2012

**Executive Summary**

**Objective and Scope of Review**

The objective of this review was to identify the risk of operating with or without a copyright licence through Access Copyright. To achieve this objective, Internal Audit reviewed documentation, conducted interviews, and reviewed the financial impact of the most recently proposed model licence agreement.

