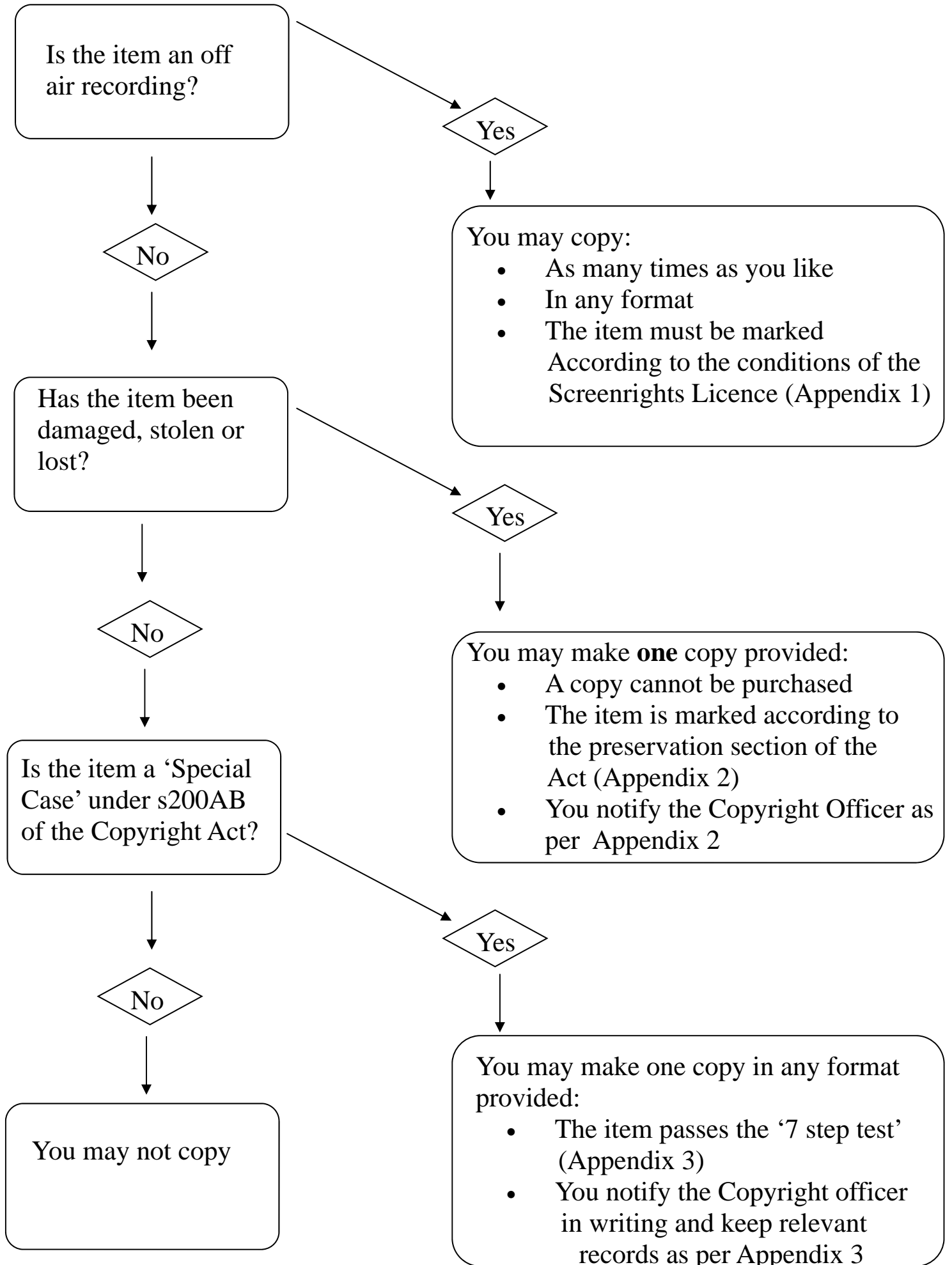


# Copying AV Material: Guidelines for Library Staff



# Copying AV Material

## Appendix 1: the Screenrights Licence (off-air recordings)

Under the Screenrights licence, material copied off-air may be copied again as many times as required into any format, provided the materials are restricted to use by University of Newcastle staff and students.

Additional copies may be made on behalf of other institutions provided they also have a Screenrights licence, but we may not lend copies to other institutions.

Each copy must be labelled as follows:

Made for the University of Newcastle's educational purposes under  
Part VA of the Copyright Act 1968.  
Date of Broadcast.....  
Date this copy made.....

The title of the programme and time and channel should also be included, but these are not required under the Screenrights Licence.

If the copy is going to be communicated (broadcast, played, emailed, lent, put onto Black-Board) then the Part VA warning notice must be included in such a way that the item may not be viewed without first seeing the warning notice. The usual practice is to include it as the first thing viewed on the video/DVD.

### COMMONWEALTH OF AUSTRALIA

#### Copyright Regulation 1969

#### WARNING

This material has been copied and communicated to you by or on behalf of the University of Newcastle pursuant to Part VA of the *Copyright Act 1968* (the Act)

The material in this communication may be subject to copyright under the Act. Any further copying or communication of this material by you may be the subject of copyright or performers' protection under the Act.

Do not remove this notice

# Copying AV Material.

## Appendix 2: Copying lost, stolen or damaged items.

You may make one copy of an item that has been lost, stolen or damaged provided you (an 'authorised officer' of the library) have established after 'reasonable investigation' that you cannot obtain another copy within a 'reasonable time' (usually taken to mean 3 months) at an 'ordinary' commercial price.

You should keep records of what you have done to establish this. You must also sign a copy of the following form and lodge it with the copyright officer.

Any copies made must be marked 'Copied under Section 51A of the Copyright Act (1969)'.

### **Declaration regarding replaced lost, stolen or damaged works under section 51A**

#### **Declaration by authorised officer**

Date.....

*Description of the work/film/sound recording* .....

.....

I declare that, after reasonable investigation, I am satisfied that a copy (not being a second-hand copy) of the work/film/sound recording cannot be obtained within a reasonable time at an ordinary commercial price.

Signed (authorised officer).....

Name:.....

Job Title.....

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**Need more information? Contact:**  
Catherine Moffat 4348 4026  
Catherine.moffat@newcastle.edu.au

# Copying AV Material

## Appendix 3: Copying under S200AB of the Copyright Act—the ‘Flexible Dealing Provision’

Contact the Copyright Officer if you wish to copy AV material under the Flexible Dealing Provision. To obtain permission to copy, you have to prove the item passes the 7 step test (summarised below) . For the item to pass the test, you will need to provide evidence that the item is needed for a ‘set purpose’ and is a ‘special case’.

For example: an item might be required for the ‘set purpose’ of being shown in a specific lecture of a course. If the item could not be obtained commercially and there were no other exceptions available under the Copyright Act it is possible that this could fall under the S200AB provisions. On the other hand, S200AB is unlikely to apply to something that is just listed as recommended viewing on a reading list.

Each item will have to be argued on a case by case basis. As a first step you will need to provide evidence that the item cannot be obtained commercially.

### Summary of Steps to Take When Deciding to Use the Flexible Dealing Provision

1. There are no other exceptions available to you.
2. You are using the material for a set purpose
3. The use is non-commercial
4. The use does not conflict with normal exploitation
5. The use will not unreasonably prejudice the copyright holder
6. The use is a special case
7. Use allowed under the flexible dealing provision

(Taken from ‘ A Users Guide to the Flexible Dealing Provision for Libraries, Educational Institutions and Cultural Institutions. (2008) published by Australian Digital Alliance & Australian Library Copyright Council.  
Available <http://www.digital.org.au/alcc>)

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