

Indian Reprographic Rights Organization

Code of Conduct

Table of Contents

1. INTRODUCTION	2
2. ABOUT IRRO	2
3. COPYRIGHT LAW	4
4. OUR IRRO LICENSES	4
5. OUR IRRO LICENSE FEES	5
6. OUR OBLIGATIONS TO YOU	5
7. OUR CONDUCT WITH THIRD PARTIES	6
8. IRRO PAYMENTS TO COPYRIGHT OWNERS	6
9. YOUR OBLIGATIONS AS A COPYRIGHT USER	7
10. COMPLAINTS PROCEDURE	7
11. WHAT THE CODE DOES NOT COVER	8

Ruptra

Jh Jagan



CODE OF CONDUCT

• Introduction

1. This is the Code of Conduct of The Indian Reprographic Rights Organization (IRRO). IRRO is a Collective Management Organization (known as a “CMO”) based in the India which licenses the copying and use of extracts from publications protected by copyright (the “IRRO Licenses”).
2. IRRO provides a valuable service both to the creators and publishers of copyright works and to users of those copyright works. Thousands of copyright owners pool their rights to enable a CMO to offer a license with broad coverage which provides a simple and efficient way for users to obtain the necessary permissions to ensure their use of copyright is lawful. By acting collectively, the costs associated with copyright clearance and administration are kept as low as possible for the benefit of both copyright users and copyright owners.
3. IRRO plays an important role in the publishing industry acting on behalf of creators and publishers in licensing the copying of extracts from books, journals, magazines and other periodicals by photocopying. These types of publications are defined by the Copyright Act as “literary works” being one of the types of copyright works listed in the Copyright Act and this term will be used throughout this code as a broad description of what is covered by the IRRO License. IRRO’s Licenses also cover artistic works where such works are embedded in a literary work. IRRO’s Licenses provide an effective solution for users who need to obtain lawful access to content at a reasonable price whilst ensuring a fair return to the creators and producers of that content.
4. This Code sets out details about IRRO, its IRRO Licenses and IRRO License fees and the service it aims to achieve in its dealings with licensees and other copyright users.
5. This Code also explains what to do if things go wrong, and how to complain about any matter covered within this Code.

• About IRRO

1. What type of legal organization is IRRO?

IRRO is a copyright society established in the year 2000 under Section 33 of the Copyright Act, 1957. It represents the rights of authors and publishers of literary works, and has global affiliations with international organizations like IFRRO. Registered by the Ministry of Human Resource Development, Government of India, IRRO is exclusively permitted to commence and carry on the copyright business of “reprographic rights in the field of literary works” in India. It is the sole licensing authority to issue licenses to users of copyrighted works of its members, collect royalties on the behalf of rights owners and distribute them.

Putta

[Signature]

IRRO is a “collective management organization” (CMO) as defined in the Regulations and observes the mandatory requirements of the regulations.

2. Who do we represent?

The IRRO represents, directly or indirectly, the creators and publishers of most of the literary works published in the India.

We also represent the copyright owners of literary works published in many overseas countries. We have signed over 24+ bilateral agreements with other RRO's throughout the world which allows us to include a vast number of overseas publications in our IRRO Licenses.

3. What literary works do our IRRO Licenses cover?

All Books, Journals and other Periodicals (including any embedded artistic works) published in the India (subject to some exceptions). However, newspapers are not included in IRRO Licenses.

Our IRRO Licenses also cover literary works published in countries with whom we have signed an appropriate repertoire exchange agreement.

There are some literary works which have been excluded from our IRRO Licenses by the copyright owners and there are also some categories of literary works which are not covered by our IRRO Licenses.

4. What uses do our IRRO Licenses permit?

IRRO offers a range of core services to IRRO Licensees. Examples of uses permitted by the various IRRO Licenses include:

- Photocopying and Scanning of hard copy originals
- Printing, emailing and distributing multiple copies to students and employees
- Storage of digital copies and access to those copies by students and employees
- Making, storing and providing Accessible Copies for print-disabled users.

How are we managed?

All parameters for transparency are regularly followed by IRRO. The society maintains a register of members and records the mails and addresses of all the members as well as changes in the memberships from time to time. A general body meeting is held annually where the progress and the current state of the organization is discussed upon. Elections take place every 2 years to elect the office bearers, the chairman and the executive members. Voting is done through secret ballot or show of hands, as deemed fit by the election officer. The government nominee is always invited in the AGM of IRRO.

Prapta

Jh Jyoti

5. How to contact us

Indian Reprographic Rights Organization (IRRO)18/1-C,
Aruna Asaf Ali Marg, Institutional Area,
New Delhi 110067, India
Telephone: +91-11-26852263, 26966931, 26964847
Email: info@irro.org.in
Website: <https://www.irro.org.in/>

We will aim to answer your call wherever possible during office hours. We will try to deal with your matter at the time if it is possible. However, if we cannot resolve your query straight away, you can expect us to respond, either by telephone, email or letter, within a reasonable timeframe. This may depend on the nature of the enquiry.

Further details of how to contact us for specific queries are contained on our website. For any complaints, please use the complaints handling procedure.

• Copyright Law

1. The main legislation in the India is the Copyright Act, 1947 defines the different types of copyright works and describes which works qualify for copyright protection and for how long.
2. The Copyright Act lists what are known as the "Restricted Acts", these are the things that only the copyright owner can do, or authorize someone else to do, with copyright works. The copyright in a copyright work is infringed by any person who does, or authorizes another to do, any of the Restricted Acts without the license of a copyright owner. The Copyright Act also lists certain "Permitted Acts", which are narrowly defined uses of copyright works which may be done without the permission or license of the copyright owner and therefore provide a claim against a defense for copyright infringement.
3. Therefore, any person who wishes to use a copyright work in a way which falls within the Restricted Acts, but which does not fall within one of the Permitted Acts, will need a license from the copyright owner to avoid risking a claim for copyright infringement.
4. We have set out some notes on copyright law and our understanding of some of the Restricted Acts and Permitted Acts on our website but our staff cannot give legal advice. A licensee, or other copyright user, with a query relating to copyright law should either seek their own legal advice or contact the Intellectual Property Office for information.

• Our IRRO Licenses

1. Our IRRO Licenses cover all sectors of the economy, often tailored to meet the specific needs of different sectors such as education, business and the public sector.

For a full description of our IRRO Licenses, see our website www.irro.org.in

2. Our IRRO Licenses are legal documents giving permission to the licensee to allow it to do things that would otherwise be under the Copyright Act and which give an indemnity against any claims for copyright infringement.
3. Where possible, our IRRO Licenses and all support literature are negotiated and agreed with a relevant representative body for the sector in question.
4. Details of how to apply for the IRRO License are available on our website. The duration, termination and renewal provisions as well as all other terms and conditions of our IRRO Licenses are also available on our website.

- **Our IRRO License Fees**

1. Details of our IRRO License fees and how the rates are calculated are contained on our website.
2. The rate is normally calculated by reference to the number of students or pupils in a licensed institution (for education) or by reference to the number of "Professional Employees" of an organization (for business and public administration). A descriptive of what is a "Professional Employee" and how to calculate the numbers for your organization is also contained on our website.
3. Wherever possible we seek to negotiate and agree our license rates with representative bodies or licensees. When agreement cannot be reached, we will aim to give not less than 3 months' notice to licensees of any changes, such notice to be communicated on our website.
4. We cannot negotiate individual rates for particular licensees as we are obliged to treat licensees equally.
5. Concerns about our License fee are outside the scope of this code as they are subject to the jurisdiction of Indian codes.

- **Our Obligations to You**

1. Our staff will always deal with you in a courteous, friendly and professional manner. They will explain clearly your licensing needs and what the IRRO License covers. They will explain the license fee rate and how to calculate it for the License you require and will assist you to calculate the total amount of your license fee.
2. Our staff are trained to know and understand the contents of this Code and the details of what our Licenses cover. However, our staff cannot give you legal advice.
3. Our License terms and conditions are available on our website. We will always try to answer reasonable questions about the scope and application of our Licenses.
4. We will treat all licensees of the IRRO License fairly and reasonably, applying non-discriminatory terms and conditions, to the extent possible, to licensees who are in similar circumstances. We will correct any errors as quickly as possible.

Putra

Yh josh

5. If you do not have the IRRO License, you may be contacted by us. We may contact you by post, email, telephone or in person – and we will always let you know if calls are being recorded. If you received a telephone call from us without having received an introductory email or letter from us, you can ask for information to be sent explaining the nature of the call before talking to us.
6. If you tell us you are not using literary works in a way that requires the IRRO License, we will not contact you again for six months. However, we reserve the right to engage in continued compliance monitoring activity to determine whether or not the IRRO License is required and to contact you during this process if there is no reasonable evidence available to us to support your assertion that you believe you do not need the IRRO License. If it is necessary to take legal action against you (where we have reason to believe that you need the IRRO License), you will normally be contacted before any legal action is instigated.
7. Our IRRO Licenses contain provisions for us to conduct data collection exercises, such as a survey or the receipt of data feeds from third party providers of workflow solutions, to enable us to gather information on what is being copied. IRRO is continually evolving its data collection methodologies to both minimize the impact on the licensee and to improve the quality of the data collected. This enables us to distribute the license fees collected fairly to the creators and publishers whose works are being used.
8. Additionally, our Licenses contain rights of inspection or audit rights to assist you in complying with the License terms as well as providing some reassurance to the copyright owners that their intellectual property rights are not being infringed. Whatever the reason for our visit, our staff will behave in a courteous, friendly and professional manner, observing any of your own visitors or guests' policy. Further details of our data collections exercises are contained on our website.
9. We will handle any complaints you may have in accordance with our complaints handling procedure.

- **Our Conduct with Third Parties**

1. IRRO is committed to modernizing and simplifying its service offering in response to technological and other market advancements to the benefit of its licensees, its members, overseas CMOs and, ultimately, copyright owners.
2. The IRRO is committed to licensing all its services as widely as possible, and would not refuse any third party the IRRO License, without objective justification.

- **IRRO Payments to Copyright Owners**

1. We pay the license fees we collect to individual creators and publishers. Payments attributable to the copying of overseas literary works are sent to the CMOs abroad with whom we have an agreement. For copying of Indian literary works, license fees are paid to IRRO's members in the proportions determined in an independent valuation process. Details of where the license fees go can be found on our website.
2. Our administration fee is normally 15% for licenses which is deducted from our total revenues before payment of the amounts due to our members and overseas CMOs. Our administration charge reflects our running costs and is set by Copyright Law.

P. Gupta

J. M. M.

3. Any questions or complaints about distributions of our license fees (as to the amount or timing of payments or any other queries) should be addressed.

- **Your Obligations as a Copyright User**

1. If you are the IRRO licensee, you should:

- Pay the license fee on time and comply with all the other terms and conditions of the License;
- Declare accurately and on time the numbers of students or staff in your organization where the calculation of the license fee is dependent on the relevant number and
- Cooperate with our staff in conducting surveys or other data collection exercises to enable us to distribute the license fee fairly to authors, artists and publishers whose literary works are being used.

2. If you are a copyright user who does not have the IRRO License you should:

- Review your activities to see if any of your staff copy or re-use literary works in a way which requires permission and apply for the appropriate IRRO License and
- Be honest about the levels of copying and usage of literary works if contacted by us.

- **Complaints Procedure**

1. **Who can make a complaint?**

You are eligible to lodge a complaint if:

- You are one of our existing licensees; or
- You are a copyright user wishing to take the IRRO License and have contacted us and
- You are a copyright user without the IRRO License and have been contacted by us.

Please note that complaints about the license fee we charge, the terms of our Licenses or about the interpretation of copyright law are outside the scope of this Code as they are matters subject to jurisdiction of the Courts.

2. **What is the procedure for making a complaint?**

All complaints must be made in writing (sent by post or as electronic attachment to an email) and must give:

- Your name and address (if an individual) and
- The name and address of your organization making the complaint and your position within the complainant organization.

You must indicate the nature of a complaint. The complaint could relate to:

Perkins

Jh Jones

- The timeliness of a response from us;
- The behavior of our staff in handling a response or in contacting an unlicensed user;
- A lack of clarity in the information on our website about what Licenses are available, to whom and the amount payable and/or the way in which the amount payable is calculated and
- A failure by us to correct an error.

3. Who should complaints be addressed to?

Complaints:

Indian Reprographic Rights Organization (IRRO)

18/1-C, ArunaAsaf Ali Marg, Institutional Area, New Delhi 110067, India

For letters sent as electronic attachments to: info@irro.org.in

4. What happens once a complaint is lodged?

We will acknowledge receipt of the complaint within 10 working days. During this time, we will make an assessment as to whether this complaint is legitimate and falls within the scope of this Code or whether it is frivolous or an abuse of the complaints procedure (in which case you will be notified of this in an acknowledgement letter together with an explanation of why this decision has been made). We may request further information to enable us to consider the complaint.

If a complaint is then found to be a legitimate complaint, we will prepare a detailed response within a further 20 working days. You will then have a further 20 working days to comment on the response; if you wish you can ask for the decision we have made to be reviewed by a more senior member of our staff.

If we receive further comments within this time from you or you wish your complaint to be reviewed by a more senior member of our staff, we will then provide a final written response within a further 15 working days.

5. What happens if you are still not satisfied with the outcome of a complaint?

If we are unable to resolve your complaint, we agree to enter into mediation in good faith with you to settle the dispute and will do so in accordance with as per our law. Unless otherwise agreed between us within 30 days of notice of the dispute, the mediator will be nominated by the grievance redresal committee of IRRO.

• What the Code does not Cover?

Whilst not exhaustive, examples of issues not covered by the Code are set out below:

1. As we pay the license fees we receive in the proportions determined in an independent valuation process, and pay international monies to the CMOs overseas with whom we have agreements, any copyright owner with a question or complaint relating to membership, distribution policy, payments

Handwritten signature

Handwritten signature

and repertoire management should address this in the first instance to those organizations.

2. Issues to do with the interpretation or application of copyright law are not covered by this Code. If you are a copyright user, but do not have the IRRO License, and are contesting the need to take the IRRO License, that is a matter has to be resolved ultimately through a legal process and which cannot be dealt with in this Code or through the complaints handling procedure.
3. Complaints about the license fees we charge or the other terms and conditions of our Licenses are not a matter for this Code, as they are subject to the jurisdiction of the Indian Courts.

Pupta

for [unclear]