COPYGHANA

Business Licence Information Pack

For organisations that reproduce, scan, photocopy, print or digitally share copyright-protected content in the course of their work

Licence to copy rightly!

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1 ABOUT THIS LICENCE

The CopyGhana Business Licence provides organisations with a collective licensing arrangement for specified uses of copyright-protected works represented by CopyGhana or otherwise covered by rights entrusted to CopyGhana.

Businesses and other organisations regularly use books, journals, newspapers, magazines, reports, articles, photographs and other published materials as part of their professional activities. Reproducing or sharing these materials may involve copyright.

The Business Licence provides a practical framework through which an organisation may undertake specified copying and sharing activities within the scope of the licence, while supporting the rights and remuneration of authors, publishers, visual artists, photographers and other rightsholders.

The licence does not transfer ownership of copyright to the Licensee. It provides permission for the uses specifically covered by the licence and subject to its terms and conditions.

2 WHO CAN OBTAIN A BUSINESS LICENCE?

A Business Licence may be appropriate for organisations that regularly reproduce or share copyright-protected publications for internal or professional purposes.

This may include:

- Private companies;
- Banks and financial institutions;
- Insurance companies;
- Pharmaceutical and healthcare companies;
- Professional firms;
- Accounting and auditing firms;
- Law firms;
- Consultancies;
- Research organisations;
- Non-governmental organisations;
- Industry and professional associations;
- Media and communication organisations;
- Training and professional development organisations; and
- Other organisations that reproduce or share copyright-protected content in the course of their activities.

CopyGhana may determine the appropriate licensing arrangement based on the nature and extent of an organisation's activities.

3 KEY DEFINITIONS

For the purposes of this licence:

> **"CopyGhana"** means the Ghanaian organisation responsible for administering the rights covered by the applicable collective licensing arrangement.
>
> **"Licensee"** means the organisation named in the licence.
>
> **"Rightsholder"** means an author, publisher, visual artist, photographer or other person or entity holding copyright or relevant rights in a work.
>
> **"Work"** means a copyright-protected literary, artistic or other work falling within the scope of the rights administered by CopyGhana.
>
> **"Reproduction"** includes making a copy of a work in physical or digital form, including photocopying, scanning, printing, digitising or otherwise reproducing the work, subject to applicable law.
>
> **"Authorised User"** means an employee or other person expressly authorised by the Licensee to use the licence.
>
> **"Licensed Premises"** means the locations identified in the licence as being covered by the licence.
>
> **"Repertoire"** means works and rights administered or represented by CopyGhana under the applicable licensing arrangements.

4 WHAT DOES THE LICENCE COVER?

Subject to the terms of this licence, the Business Licence may permit the Licensee and its Authorised Users to make copies of copyright-protected works within the relevant CopyGhana repertoire.

Covered activities may include, where applicable:

4.1 Photocopying

Making paper copies of extracts from books, journals, newspapers, magazines, reports and other protected publications.

4.2 Scanning

Digitising extracts from printed publications for permitted internal uses.

4.3 Printing

Printing copies of material obtained in digital form where the underlying use is covered by the licence.

4.4 Digital Reproduction

Making digital copies of permitted material for authorised internal use.

4.5 Internal Sharing

Sharing permitted copies with Authorised Users within the organisation, subject to the limits and conditions of the licence.

4.6 Electronic Communication

Sending permitted copies electronically, including by email or through an authorised internal organisational platform, where such use falls within the licence terms.

4.7 Internal Professional Use

Using permitted copies for activities such as research, training, meetings, presentations, policy development, professional development and other legitimate organisational activities.

The precise scope of permitted copying is determined by this Information Pack and any applicable schedules, permissions or supplementary documents issued with the licence.

5 IMPORTANT LIMITS ON COPYING

The Business Licence is a blanket licence for specified uses. It should not be interpreted as unrestricted permission to reproduce any copyrighted work in any quantity or manner.

Unless expressly permitted by the licence, applicable law or another valid permission, the Licensee must not:

- Reproduce an entire book or other complete publication;
- Make copies for sale or resale;
- Reproduce works for commercial distribution outside the organisation;
- Upload protected works to publicly accessible websites or platforms;
- Make licensed material available to the general public;
- Systematically reproduce large volumes of content outside the scope of the licence;
- Remove copyright notices, authorship information or other rights-management information;
- Use the licence to create a substitute for purchasing a publication or obtaining a subscription where the proposed use falls outside the licence; or
- Use the licence for purposes not covered by the licensing arrangement.

6 THE COPYGHANA REPERTOIRE

The licence applies only to works and rights within the scope of the repertoire and rights administered by CopyGhana.

The repertoire may include works entrusted to CopyGhana by authors, publishers, visual artists, photographers and other rightsholders, as well as works covered through applicable agreements or reciprocal arrangements.

The inclusion of a work in a publication, database, website or other source does not by itself establish that the work is covered by the CopyGhana licence.

Where a Licensee is uncertain whether a particular work is covered, the Licensee should use the CopyGhana repertoire-checking facility, where available, or contact CopyGhana.

7 LICENCE GRANT

Subject to payment of the applicable licence fee and compliance with this Information Pack, CopyGhana grants the Licensee a non-exclusive licence to undertake the specified acts of reproduction and sharing covered by the Business Licence.

The licence is:

- **Non-exclusive:** CopyGhana may grant licences to other organisations.
- **Limited:** The licence covers only the works, uses, locations and persons falling within its terms.
- **Non-transferable:** The licence applies to the organisation identified in the licence and may not be transferred to another organisation without CopyGhana's approval.
- **Conditional:** The continuation of the licence is subject to payment of the applicable fee and compliance with its terms.

8 WHO MAY USE THE LICENCE?

The licence may be used by employees of the Licensee and other persons expressly authorised by the Licensee, subject to the scope of the licence.

The Licensee is responsible for ensuring that Authorised Users understand the relevant copying requirements.

For the purposes of determining the applicable licence fee, the number of employees shall be calculated in accordance with the current CopyGhana Business Rates.

9 BRANCHES, SUBSIDIARIES AND RELATED ENTITIES

The licence applies only to the legal entity and locations identified in the licence.

A parent company, subsidiary, affiliate, branch, franchise or separately incorporated entity is not automatically covered merely because it is related to the Licensee.

Where several entities operate under a common corporate structure, CopyGhana may agree to a consolidated licensing arrangement where appropriate.

10 RESPONSIBILITIES OF THE LICENSEE

The Licensee agrees to:

- Use the licence only for the purposes for which it has been granted.
- Ensure that Authorised Users comply with the licence.
- Take reasonable steps to prevent unauthorised copying, distribution or sharing of licensed material.
- Maintain appropriate internal procedures for handling copied material.
- Preserve copyright notices and identifying information appearing on copied material where applicable.
- Pay the applicable licence fees within the prescribed period.
- Provide information reasonably required by CopyGhana for administration of the licence.
- Notify CopyGhana of material changes that may affect the licensing arrangement.
- Cooperate with reasonable compliance or verification procedures.
- Ensure that copies made under the licence are not knowingly used outside the scope of the licence.

11 RESPONSIBILITIES OF COPYGHANA

CopyGhana will administer the licence in accordance with its mandate and the rights entrusted to it.

CopyGhana will:

- Provide the Licensee with information about the scope of the licence;
- Provide guidance on permitted copying where appropriate;
- Maintain and administer relevant repertoire information;
- Collect applicable licence fees;

- Use relevant licensing and usage information to support royalty administration and distribution in accordance with applicable arrangements;
- Communicate material changes to licensing arrangements where applicable; and
- Provide reasonable assistance to Licensees in understanding their obligations.

12 LICENCE FEE

The Licensee shall pay the applicable annual Business Licence fee determined in accordance with the CopyGhana Business Rates.

The current rate structure is based on the number of employees of the Licensee.

The applicable fee is exclusive of VAT unless otherwise stated.

See: CopyGhana Business Rates.

CopyGhana may review its licence fees periodically and publish revised rates for subsequent licensing periods.

13 LICENCE PERIOD AND RENEWAL

Unless otherwise stated in the licence agreement, the Business Licence shall operate for a period of one year beginning on the effective date specified in the licence.

The licence may be renewed subject to:

- Payment of the applicable renewal fee;
- Continued availability of the relevant licensing arrangement;
- Compliance with the licence terms; and
- Any revised terms or rates applicable to the new licensing period.

CopyGhana should notify Licensees of renewal requirements within a reasonable period before expiry.

14 CHANGES IN EMPLOYEE NUMBERS

Because the Business Licence fee is based on employee numbers, the Licensee must provide accurate information about the number of employees covered by the licence.

The Licensee must notify CopyGhana where a material change in employee numbers may affect the applicable licensing band.

15 CHANGES IN THE ORGANISATION

The Licensee must notify CopyGhana of material changes that may affect the licence, including:

- Changes in the organisation's legal identity;
- Mergers or acquisitions;
- Establishment of significant new branches;
- Closure of licensed locations;
- Changes in the nature or scale of copying activities; or
- Transfer of relevant operations to another legal entity.

CopyGhana may review the applicable licence or fee following such changes.

16 DIGITAL COPIES AND INTERNAL SHARING

Where the licence permits digital copying or sharing, the Licensee must take reasonable measures to prevent unauthorised access, further distribution or public dissemination of copied material.

Digital copies should be stored and shared through authorised organisational systems and with persons permitted to receive them.

Authorised digital sharing may include email or an internal platform where expressly permitted by the licence.

A digital copy made under the licence must not be treated as material that is free to circulate outside the scope of the licence.

17 COPYRIGHT NOTICES AND SOURCE INFORMATION

The Licensee must not intentionally remove, obscure or alter copyright notices, authorship information, publication information or other rights-management information appearing on the original work or copy.

Where practicable, copies should retain sufficient information to identify:

- The title of the work;
- The author or creator;
- The publisher or source; and
- The relevant publication information.

18 THIRD-PARTY AND EXTERNAL SHARING

The Business Licence is primarily intended to support the Licensee's authorised organisational activities.

The Licensee must not use the licence to provide copies systematically to external persons or organisations unless such activity is expressly covered by the licence.

Where an organisation regularly provides copies of copyrighted material to clients, customers, members or other third parties, it should contact CopyGhana to determine whether a different or additional licensing arrangement is required.

> **RECOMMENDATION** *Keep this provision. It creates a useful boundary between CopyGhana's ordinary Business Licence and any future Document Delivery/Commercial Copying Licence.*

19 WORKS OUTSIDE THE LICENCE

The Licensee remains responsible for obtaining any additional permission required for:

- Works outside the CopyGhana repertoire;
- Uses not covered by the licence;
- Rights not administered by CopyGhana;
- Commercial exploitation or redistribution; and
- Uses subject to separate licensing arrangements.

CopyGhana may assist the Licensee in identifying whether additional permission is required.

20 RELATIONSHIP WITH COPYRIGHT EXCEPTIONS

The licence does not remove or restrict any applicable exception or limitation under Ghanaian copyright law.

The existence of a licence does not mean that every use of copyrighted material necessarily requires payment.

Similarly, the existence of a copyright exception does not automatically mean that every copying activity undertaken by an organisation is permitted.

The Licensee remains responsible for ensuring that its activities fall within an applicable legal exception, the scope of this licence, or another valid permission.

21 OWNERSHIP OF COPYRIGHT

The Business Licence does not transfer ownership of copyright in any work to the Licensee.

Copyright remains with the relevant author, publisher or other rightsholder, subject to applicable law and contractual arrangements.

The licence authorises only specified uses within its scope.

22 RECORD KEEPING

The Licensee should maintain reasonable records relating to copying undertaken under the licence where such records are required for licensing administration or compliance.

Where CopyGhana requires usage information for royalty distribution, the Licensee shall provide the information reasonably necessary for that purpose.

> **RECOMMENDATION** *Do not initially impose burdensome reporting on every business if CopyGhana does not yet have the systems to process it. A lighter approach could be used for the standard blanket licence, with more detailed reporting introduced for higher-volume or specialised licences.*

23 COMPLIANCE AND VERIFICATION

CopyGhana may establish reasonable procedures to verify compliance with the licence and support the accurate administration of licensing and royalty arrangements.

Where reasonably required, the Licensee may be asked to provide information concerning:

- The organisation's licensed locations;
- Employee numbers;
- The nature of copying activities;
- Use of the licence; and
- Other information reasonably necessary to administer the licence.

Any verification process shall be conducted in accordance with applicable law and reasonable organisational safeguards.

24 BREACH OF THE LICENCE

Where CopyGhana reasonably believes that a Licensee has materially breached the licence, CopyGhana may notify the Licensee of the breach and require the Licensee to remedy it within a specified period.

A breach may include:

- Non-payment of licence fees;
- Materially exceeding the permitted scope of copying;
- Systematic unauthorised distribution;
- Providing materially false information;
- Repeated failure to comply with the licence; or
- Other material violation of the licence terms.

25 SUSPENSION OR TERMINATION

CopyGhana may suspend or terminate the licence where the Licensee:

- Fails to pay applicable licence fees;
- Fails to remedy a material breach within the specified period;
- Uses the licence outside its permitted scope;
- Provides materially false or misleading information; or
- Otherwise materially fails to comply with the licence.

Except where immediate action is reasonably necessary, CopyGhana should provide written notice before suspension or termination.

26 EFFECT OF EXPIRY OR TERMINATION

Upon expiry or termination of the licence, the Licensee shall cease undertaking copying activities that depended upon the licence.

Where required by the applicable licence terms, the Licensee shall cease access to and use of digital copies made under the licence.

Any outstanding payment or other obligation arising before expiry or termination shall remain payable.

27 CONFIDENTIALITY AND INFORMATION

Information supplied by the Licensee for the administration of the licence will be handled in accordance with CopyGhana's applicable policies and Ghanaian law.

CopyGhana may use information reasonably necessary to:

- Administer the licence;
- Verify compliance;
- Develop licensing arrangements;

- Analyse usage;
- Administer and distribute royalties; and
- Meet applicable legal or regulatory obligations.

28 COMPLAINTS AND DISPUTES

A Licensee with a question, complaint or concern regarding the administration of the licence should first contact CopyGhana.

CopyGhana will seek to resolve complaints through appropriate administrative or dispute-resolution procedures.

Where a dispute cannot be resolved through the agreed procedures, the parties may pursue the remedies available under applicable Ghanaian law.

29 APPLICABLE LAW

This licence shall be interpreted and administered in accordance with the laws of the Republic of Ghana.

30 LICENCE DOCUMENT PACKAGE

The CopyGhana Business Licence should be read together with the documents issued as part of the Business Licensing package:

1. **Business Licence Information Pack** – Sets out the principal terms and conditions governing the licence.
2. **Business Rates** – Sets out the applicable licence fees and employee bands.
3. **Copying Guidelines** – Provides practical guidance to employees and authorised users on how the licence operates in everyday situations.
4. **Business Licence Explanatory Leaflet** – Provides a concise, plain-language explanation of the licence for management, employees and other stakeholders.

CopyGhana may also issue additional schedules, permissions or guidance for specific uses or categories of licensed activity.

31 ORDER OF PRECEDENCE

Where there is an inconsistency between documents forming part of the licensing arrangement, the following order shall apply unless otherwise stated:

5. The executed Licence Agreement or Licence Certificate;

6. Any specific schedule or written permission issued by CopyGhana;
7. The Business Licence Information Pack;
8. The applicable Business Rates; and
9. The Copying Guidelines and Explanatory Leaflet.

The Explanatory Leaflet and Copying Guidelines are intended to explain the licence and should not be interpreted as expanding the legal permissions granted by the licence.

32 CONTACT COPYGHANA

For questions about the Business Licence, repertoire coverage, permitted uses, fees or additional permissions:

CopyGhana

Telephone	[0302915289]
Email	[info.copyghana@gmail.com]
Website	[https://copyghana.org.gh/]

IMPORTANT NOTICE

This Information Pack sets out the principal terms and conditions of the CopyGhana Business Licence. The executed licence, including any applicable schedules or specific written permissions issued to the Licensee, forms the basis of the licensing relationship.

Where there is any inconsistency between this Information Pack and an executed licence or specific written permission issued by CopyGhana, the applicable executed licence or specific permission shall prevail.

CopyGhana — License to Copy rightly!