

screenrights

**Report on compliance with the
Code of Conduct for Collecting Societies
for the year 2018-19**

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Screenrights 2018-19 Compliance Report Code of Conduct for Copyright Collecting Societies

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INTRODUCTION

This report covers Screenrights' compliance with obligations under the Code of Conduct for Copyright Collecting Societies in 2018-2019. It will be published on Screenrights' corporate website (www.screenrights.org) and the new Code of Conduct website (www.copyrightcodeofconduct.org.au). A revised version of the Code adopted on 1 July 2019 will apply to the next compliance report due in July 2020.

Detailed information regarding Screenrights operations will be provided in Screenrights' Annual Report which is published on our website and is tabled in Parliament.

OVERVIEW OF SCREENRIGHTS

The Audio-Visual Copyright Society Limited, trading as Screenrights, was established in 1990 to be the declared collecting society for purposes of the statutory licence for the copying and communication of broadcasts by educational and other institutions under the then Part VA (now Part IVA Division 4) of the Copyright Act 1968 (Act). Under this Part, Screenrights also represents the owners of the copyright in sound recordings and cinematograph films (and works included in sound recordings and cinematograph films) for the purposes of the statutory licence in favour of educational institutions.

In addition, Screenrights is the sole collecting society for the collection of equitable remuneration for the retransmission of free-to-air broadcasts under Part VC of the Act.

Finally, Screenrights has also been declared to be the collecting society in respect of television, radio and internet broadcasts under the government copying scheme s183 of the Act (Copyright Agency is also declared for that purpose).

As at 30 June 2019, Screenrights had 4,438 members. Screenrights members are rightholders in film and television programs, including producers, directors, scriptwriters, artists, production companies, distributors, sales agents, commercial collection agents, broadcasters and other collecting societies.

As at 30 June Screenrights had 1,447 licensees. Screenrights collects royalty payments from schools, universities, vocational training bodies, government agencies, TAFEs, resource centres, retransmitters and New Zealand schools and tertiary institutions, as shown in the following table:

Type of Entity	Number
Screenrights Members	4,438
Licensees	1,447
<i>Schools -- Government, Catholic Systemic, Independent -- Peak Bodies</i>	26
<i>Higher education including universities</i>	75
<i>Private Vocational Education/Training Organisation (inc ELICOS)</i>	24
<i>Government Agency</i>	409
<i>TAFE (including individual institutions and Departments representing multiple institutions)</i>	1
<i>Resource Centre</i>	7
<i>Retransmitter</i>	5
<i>NZ -- Tertiary</i>	28
<i>NZ – Schools</i>	870
<i>NZ – Resource Centre</i>	2

CODE COMPLIANCE

CODE, CLAUSE 2 – OBLIGATIONS OF COLLECTING SOCIETIES

Legal Framework (Code, Clause 2.1)

Each Collecting Society will comply with:

(a) the Corporations Act 2001 and the Corporations Regulations;

(b) the Copyright Act 1968 and the Copyright Regulations;

(c) its Constitution;

(d) the Attorney-General's Guidelines for Declared Collecting Societies (where applicable);

(e) its obligations under the Privacy Act 1988, including the National Privacy Principles, or any Privacy Code that applies to the Collecting Society;

(f) in the case of the declared Collecting Society under that Act, the Resale Royalty Right for Visual Artists Act 2009; and

(g) any other applicable legislation, relevant decisions of courts or tribunals (including the Copyright Tribunal), and other binding legal requirements, conditions or guidelines that apply to the Collecting Society.

In 2018-2019, Screenrights has complied with the legal framework governing its operation as set out in Clause 2.1 of the Code, including the Guidelines for Declaration of Collecting Societies given that Screenrights is a declared society.

The Screenrights Board is elected by the members in accordance with the Articles of Association. A list of current directors is available on the corporate website.¹

James Dickinson was appointed as the new Chief Executive in January 2019. He had been Acting Chief Executive since the departure of Simon Lake in July 2018.

We have published key governance documents on Screenrights' website, including the Memorandum and Articles of Association, Corporate Governance Statement, Privacy Policy² and our dispute and complaints management procedures.³

Screenrights' Legal team oversees compliance with the legal framework governing its operation, including training of staff in relevant laws including privacy and workplace behaviour laws.

At the 2018 Annual General Meeting the membership approved the Board's proposed amendments to the Articles of Association to enable the establishment of a Competing Claims Fund. A copy of the updated Articles of Association can be provided upon request or can be accessed from Screenrights' corporate website.⁴ The introduction of the Competing Claims Fund ensures that all competing claims have a minimum resolution period of a year in which to access resolution mechanisms under our competing claims procedures.

Screenrights' Corporate Governance Statement was also amended by updating relevant information and links. No substantive amendments were made. A copy of the updated Corporate Governance Statement can be accessed from Screenrights' corporate website.⁵

¹ <https://www.screenrights.org/about-us/our-people/>

² <https://www.screenrights.org/privacy-policy/>

³ <https://www.screenrights.org/about-us/corporate-governance/>

⁴ https://www.screenrights.org/wp-content/uploads/2018/11/SCR-4552-MEMO_ART-2018-v1.pdf

⁵ https://www.screenrights.org/wp-content/uploads/2019/04/Further-Amended-2018_CorporateGovernanceStatement.pdf

Screenrights made no material changes to other documents relevant to the legal framework.

Members (Code, Clause 2.2)

- (a) The membership of a Collecting Society will be open to all eligible creators of copyright material, and to anyone who owns or controls copyright material or the resale royalty right or both, in accordance with the Constitution of the Collecting Society.**
- (b) Each Collecting Society will treat its Members fairly, honestly, impartially, courteously, and in accordance with its Constitution and any Membership Agreement.**
- (c) Each Collecting Society will ensure that its dealings with Members are transparent.**
- (d) Each Collecting Society will provide a copy of its Constitution to a Member at the time that the Member first joins the Collecting Society, or at any time on request. A Collecting Society will also provide a copy of its Constitution to a potential Member on request.**

Membership of Screenrights remains free and open to all eligible rightsholders. Membership of Screenrights increased in this year ended 30 June 2019 from 4,228 to 4,438 members.

Screenrights adopts policies, processes and practices to ensure that Members are treated fairly, honestly, impartially and courteously in accordance with the Screenrights Articles of Association and the Membership Agreement. This includes staff training such as a comprehensive induction process and Code of Conduct training. Screenrights' Member Services team engages in frequent communication with members via phone and email and through our online membership portal MyScreenrights, as well as meeting in person where possible.

Members can update their membership information via MyScreenrights or via member forms. In 2018-2019, Screenrights initiated the following changes to two of its member forms in the interests of improving the information provided to and exchanged with members and the efficiency with which Screenrights deals with its members:

1. Confirmation by Principal – Agency – In October 2018 Screenrights introduced the Confirmation by Principal – Agency Form. This form is used with individuals and companies to confirm whether they are or are not represented by an agent for the purpose of claiming Screenrights royalties. This form is an addition to the existing Confirmation by Principal – Title Form. A copy is attached as **Appendix A**.
2. Musical Works and Sound Recordings forms – In November 2018 Screenrights undertook a review and update of its Musical Works and Sound Recordings forms, resulting in a reduction from 26 warranty forms to one form. A copy of this form is attached as **Appendix B**.

Screenrights also sought member feedback in June 2019 in the efficiency and useability of its MyScreenrights online portal, and based on the responses received, made various changes. The changes are intended to:

1. Improve member navigation between the 'Registrations' and 'Competing Claims' pages;
2. Increase visibility of important notifications by implementing a notifications log (where members can "archive" past notifications); and
3. Allow an existing member to create a new membership from within their 'My Account' section.

Finally, Screenrights adopts a continuous improvement approach to information management and information systems in the interests of transparency and efficiency. We undertake numerous initiatives each year to improve the quality of information captured and the ease with which

information can be provided to Screenrights by its members. We also undertake initiatives to streamline information processing within our in-house systems to deliver efficiencies to royalty distribution.

Some of the key initiatives in 2018-2019 were:

1. Improvements to MyScreenrights online membership portal
 - Quarterly updates: Members now receive a quarterly email summarising their account.
 - My messages: Members can now see a history of communications from the portal about their membership.
 - Attach new membership application: Members can now initiate a new membership application for a related company from within their existing membership.
 - Navigation improvements: Navigation pathways between registrations and related competing claims have been made clearer to help members find information more easily.
 - Speed improvements: A review of page load times for members with large repertoires identified speed issues for loading large series which were mitigated to improve the performance of the portal.
 - Competing claims person: Members can now specify the person in their organisation responsible for managing competing claims.
2. Improvements to in-house systems
 - Research leads management: New functionality was introduced to enable the distribution team to more efficiently manage the creation of research leads.
 - Querying member about a research lead: Refinements to the customer relationship management (CRM) system were made to improve the communication with members and prospective members about titles where Screenrights has identified that they may have a claim.

Licensees (Code, Clause 2.3)

(a) Each Collecting Society will treat Licensees fairly, honestly, impartially, courteously, and in accordance with its Constitution and any licence agreement.

(b) Each Collecting Society will ensure that its dealings with Licensees are transparent.

(c) Each Collecting Society will:

(i) make available to Licensees and potential Licensees information about the licences or licence schemes offered by the Collecting Society, including the terms and conditions applying to them, and about the manner in which the Collecting Society collects remuneration and/or licence fees for the use of copyright material; and

(ii) to the extent it reasonably can, having regard to the complexity of the questions of fact and law necessarily involved, take steps to ensure that all licences offered by the Collecting Society are drafted so as to be plainly understandable to Licensees, and are accompanied by practical and suitable explanatory material.

(d) Each Collecting Society's policies, procedures and conduct in connection with the setting of licence fees for the use of copyright material will be fair and reasonable. In setting or negotiating such licence fees, a Collecting Society may have regard to the following matters:

(i) the value of the copyright material;

(ii) the purpose for which, and the context in which, the copyright material is used;

(iii) the manner or kind of use of the Copyright Material;

(iv) any relevant decisions of the Copyright Tribunal; and

(v) any other relevant matters.

(e) The Collecting Societies acknowledge the important role played by relevant industry associations in relation to the formulation of terms and conditions applying to licences or licence schemes offered by some Collecting Societies.

(f) Each Collecting Society will where appropriate consult in good faith with relevant industry associations in relation to the terms and conditions applying to licences or licence schemes offered by the Collecting Society.

Screenrights adopts policies, processes and practices to ensure that licensees are treated fairly, honestly, impartially and courteously in accordance with the Screenrights Memorandum and Articles of Association and the Membership Agreement. In 2018-2019 licensing was handled primarily by the Chief Executive James Dickinson (formerly the Licensing Executive) while recruiting for a new Licensing Executive was undertaken.

Screenrights' approach to licensees is built on respect for their needs with the goal of ensuring that they receive fair value while maintaining equitable remuneration for members. Most negotiations of licence agreements are conducted with peak bodies, except in the case of retransmission where the licensees are substantial commercial organisations.

For the educational statutory licence, Screenrights generally negotiates with bodies that represent a group of licensees such as Universities Australia and the Copyright Advisory Group to the COAG Education Council for schools and TAFES.

In 2018-2019 Screenrights concluded a new licence with Universities Australia for the universities sector following agreement. The agreement was reached after extensive negotiations including independent, joint research and consultation with the individual institutions.

In New Zealand, our tertiary licences are negotiated with Universities New Zealand and groups of polytechnics and other colleges. A new licensing scheme for universities and a similar scheme for other tertiary institutions was offered in December 2018 following negotiations with the representative bodies.

As a measure of the appropriateness of the discussions, all previously licensed institutions in Australia and New Zealand entered into new agreements following the conclusion of these negotiations.

For the government statutory licence, Screenrights deals with the Department for Communications and the Arts for the Commonwealth and with a collective representative group for the States and Territories. New agreements were reached with the States and Territories and are in the process of execution as at the end of this reporting period.

In relation to retransmission statutory licences, we largely deal with Foxtel and within the 2018-2019 period concluded a new licence following agreement on an appropriate licence fee.

Screenrights' corporate website contains a Screenrights Licences section where we provide information about the licences available, and what uses are covered by the licences.⁶ Further, in relation to the Australian educational statutory licence, information is provided for educators on accessing educational content.

A primary transparency factor in dealings with licensees is the availability of usage data, which forms a key part of licence negotiations. Screenrights provides all relevant usage data to the licensees. This is the same data that Screenrights uses for its distribution purposes.

⁶ <https://www.screenrights.org/screen-audiences/screenrights-licences/>

Distribution of Remuneration and Licence Fees (Code, Clause 2.4)

(a) Each Collecting Society will maintain, and make available to Members on request, a Distribution Policy that sets out from time to time:

- (i) the basis for calculating entitlements to receive payments from remuneration and/or licence fees collected by the Collecting Society (Revenue);**
- (ii) the manner and frequency of payments to Members; and**
- (iii) the general nature of amounts that will be deducted from Revenue before distribution.**

(b) Each Collecting Society will distribute payments to its Members in accordance with its Constitution and Distribution Policy.

In 2018-2019, Screenrights distributed payments in accordance with its Distribution Policy and Articles of Association.

The Distribution Policy was updated in November 2018 to provide for the Competing Claims Fund as discussed above.

A copy of the updated Distribution Policy can be accessed from Screenrights' corporate website.⁷

We inform members of changes to the Distribution Policy via our corporate website and member newsletters.

Collecting Society Expenses (Code, Clause 2.5)

Each collecting society will deduct from its total revenue:

- (a) the expenses of managing and operating the collecting society; and**
- (b) any other amounts authorised by its Constitution. These may include, for example, the costs of promotional activities, educational programs, cultural funds, donations in support of creators and owners of copyright material, membership of industry associations, or other charitable purposes.**

Screenrights' Board approves the annual operating budget, and an updated financial report which compares actuals to budget is reviewed at each Board meeting.

Expenses for the year ended 30 June 2019 were approximately 16.2% of gross revenue subject to audit review. The audited figure will be in Screenrights' Annual Report.

Screenrights' operating costs associated with its licencing schemes are met from revenue. In some cases a fixed percentage is deducted, but otherwise the deductions are generally based on actual costs. Members receive itemised reports about deductions along with payments.

Screenrights' Articles of Association also allows Screenrights to provide for a distribution to a fund for such special purposes (including cultural and charitable purposes) that the Directors consider are in the interest of the Society, provided that the funds expended for special purposes do not exceed 1% of the Statutory Collection (Article 16.2(b)) and Voluntary Collection (Article 16.4(b)). On this basis, a Cultural Fund was launched in 2018. The Board approves the amount allocated each year. Applications for grants from the Cultural Fund are approved by the Board after recommendation by a panel of professionals with relevant expertise. The purpose of the Cultural Fund is to make a difference by giving support to people with exciting and innovative new projects

⁷ https://www.screenrights.org/wp-content/uploads/2018/12/Dist_Policy_28112018.pdf

that foster the creation and appreciation of screen content in Australia and New Zealand.

Detailed information on Screenrights' expenses including the expenditure to collections ratio for the financial year 2018/2019 will be found in Screenrights' Annual Report, where a comparison with the years 2016/2017 and 2017/2018 will be depicted. This report will be available in late September 2019.

Governance and Accountability (Code, Clause 2.6)

(a) The Board of Directors of a Collecting Society will be accountable to its Members.

(b) Each Collecting Society will at all times maintain proper and complete financial records, including in relation to:

(i) the collection and distribution of Revenue; and

(ii) the payment by the Collecting Society of expenses and other amounts described in clause 2.5.

(c) Each Collecting Society will ensure that its financial records are audited at least annually.

(d) Consistent with its obligations under the Privacy Act 1988 and any applicable duty of confidentiality, a Collecting Society will provide a Member, on request, with reasonable information about that Member's entitlement to receive a payment from Revenue.

(e) Each Collecting Society will include in its Annual Report information about:

(i) total Revenue during the reporting period;

(ii) the total sum and general nature of expenses and other amounts described in clause 2.5; and

(iii) the allocation and distribution of payments to Members in accordance with the Distribution Policy.

In 2018-2019, Screenrights has complied with the requirements of Clause 2.6. Screenrights' Board acted in accordance with the Memorandum and Articles of Association and Corporate Governance Statement in being accountable to members. The current directors on the Board are listed on our corporate website.⁸

The Audit and Risk Committee of the Board met three times in 2018-2019. Its principal functions are to ensure that accounting records are maintained in accordance with statutory requirements, to ensure that financial controls are sufficient, to review the operational and strategic risk assessments, and to review the financial statements and consult with the external auditors.

Where requested by a member, Screenrights provides information about their entitlements to receive payment from Screenrights consistent with obligations under privacy law and any applicable duties of confidentiality.

Screenrights' Annual Report for 2018/2019 will be available in late September 2019, including the audited accounts as at 30 June 2019. Each Annual Report of Screenrights contains the matters set out in clause 2.6(e) of the Code including revenue, expenses and distribution of payments to Members.

Annual Reports are published on our corporate website. A copy is provided to the Minister for Communications and the Arts and is tabled in Parliament.

⁸ <https://www.screenrights.org/about-us/our-people/>

Staff Training (Code, Clause 2.7)

Each Collecting Society will take reasonable steps to ensure that its employees and agents are aware of, and at all times comply with, this Code. In particular, a Collecting Society will take reasonable steps to ensure that its employees and agents are aware of the procedures for handling complaints and resolving disputes set out in clause 3, and are able to explain those procedures to Members, Licensees and the general public.

Screenrights reports that it has taken reasonable steps to ensure that employees and agents are aware of and comply with the Code.

Staff training on the Code is conducted annually. A copy of the 2018-2019 Code training materials for staff is attached as **Appendix C**. Amongst other things, Screenrights' Code of Conduct training session familiarises staff with complaints handling procedures and Screenrights' alternative dispute resolution procedures for disputes between Screenrights and licensees and between Screenrights and members. A refresher training on Privacy Law, which followed up on a staff-wide 'privacy law pop quiz', was delivered at the same time as Code training. The importance of compliance with the Code is also emphasised to staff in induction training.

Further, any updates on Code requirements are communicated to staff in regular staff meetings. The relevant information is also made available on Screenrights' corporate website.

Education and Awareness (Code, Clause 2.8)

(a) Each Collecting Society will engage in appropriate activities to promote awareness among Members, Licensees and the general public about the following matters:

- (i) the importance of copyright;***
- (ii) the role and functions of collecting societies in administering copyright generally; and***
- (iii) the role and functions of that collecting society in particular;***

and will make information about these matters available, on reasonable request, to Members, Licensees and the general public.

(b) In deciding what activities are appropriate for the purposes of paragraph (a), a Collecting Society will take into account the following factors:

- (i) its size;***
- (ii) the number of Members it has;***
- (iii) the number of Licensees it has;***
- (iv) the amount of revenue it collects annually; and***
- (v) the possibility of undertaking activities jointly with another Collecting Society.***

(c) Without limiting paragraph (a) or any other obligation in this Code, each Collecting Society will produce and make available appropriate information about the following:

- (i) the eligibility criteria for membership of the Collecting Society;***
- (ii) the benefits of membership of the Collecting Society;***
- (iii) the responsibilities of Members under the Constitution of the Collecting Society and any Membership Agreement;***

- (iv) any policies and procedures of the Collecting Society that affect Members;***
- (v) the benefits to Licensees of obtaining a licence from the Collecting Society;***
- (vi) the responsibilities of Licensees under a licence granted by the Collecting Society, and under the Copyright Act 1968 and other applicable laws; and***

(vii) any policies and procedures of the Collecting Society that affect Licensees.

In 2018-2019, Screenrights continued to provide information about its services and royalty distribution schemes, policies and procedures via Screenrights' corporate website.

Screenrights also continued to promote its role and functions as a Copyright Collecting Society by sponsoring and participating either through a speaking engagement, a market stall or providing attendees with hardcopy marketing material about Screenrights at the following events:

1. Screen Makers Conference, July 2018
2. 37°South Market at Melbourne International Film Festival, August 2018
3. Screen Forever (run by Screen Producers Australia), November 2018
4. Screen Production and Development Association Conference, November 2018
5. World Congress of Science and Factual Producers, November 2018
6. Australian International Documentary Conference, March 2019
7. The Business of Producing Seminar, March 2019
8. Australian Directors' Guild Awards, May 2019
9. Doc Edge Forum, June 2019

Screenrights also promotes the Cultural Fund on the corporate website⁹ and through direct email mailouts.

Reporting by Declared Collecting Societies (Code, Clause 2.9)

(a) The Annual Report of a Declared Collecting Society shall include the following information in relation to each statutory licence for which the society is declared, for the financial year to which the Annual Report pertains:

(i) For each Statutory Licensee Class:

- A. total licence fees received;***
- B. income on investments of licence fees;***
- C. total amount allocated and paid to members;***
- D. the total amount of licence fees held in trust; and***
- E. total licence fees for which the trust period expired.***

(ii) the total expenses of the Declared Collecting Society.

(b) A Declared Collecting Society will, upon request from a representative of a Statutory Licensee Class, provide the following information to the extent that it can do so at a reasonable cost:

(i) proportions to classes of recipients from the distribution of licence fees from the Statutory Licensee Class;

(ii) for each of the total amounts referred to in clause 2.9(a)(i)(E), the proportion not paid to rights holders due to:

- A. the entitled member not being located;***
- B. the relevant rights holder not being a member;***
- C. entitlement disputes;***
- D. the amounts being below the distributable threshold; and***
- E. other reasons (which reasons the Declared Collecting Society may elect to specify).***

⁹ <https://www.screenrights.org/cultural-fund/>

(c) In this clause 2.9:

Declared Collecting Society means a Collecting Society that has been declared under ss. 135P, 135ZZB or 153F of the Copyright Act 1968;

Statutory Licensee Class means:

- (i) the Commonwealth Government;**
- (ii) the State and Territory Governments;**
- (iii) schools;**
- (iv) universities;**
- (v) Technical and Further Education institutions; and**
- (vi) other educational institutions.**

Screenrights' Annual Reports provide the information set out in clause 2.9(a) including in an Annex to the report.

CODE, CLAUSE 3 – COMPLAINTS AND DISPUTES

Complaints and Disputes (Code, Clause 3)

(a) Each Collecting Society will develop and publicise procedures for:

- (i) dealing with complaints from Members and Licensees; and**
- (ii) resolving disputes between the Collecting Society and:**

A. its Members; and/or

B. its Licensees.

(b) The procedures developed under paragraph (a) will apply to any complaint about a matter covered by the Code which adequately identifies the nature of the complaint and the identity of the person complaining.

(c) The procedures developed under paragraph (a) will comply with the requirements of Australian Standard ISO 10002 - 2006 – Customer Satisfaction. In developing its procedures, a Collecting Society will have particular regard to the following principles:

(i) The procedures should define the categories of complaints and disputes they cover and explain the way in which each will be dealt with.

(ii) Information on how to make complaints should be readily accessible to Members and Licensees.

(iii) Each Collecting Society should provide reasonable assistance to a Member or Licensee in the formulation and lodgement of a complaint.

(iv) The procedures should recognise the need to be fair to both the person complaining and the Collecting Society to which the complaint relates.

(v) The procedures should specify by position who in the first instance will handle complaints on behalf of the Collecting Society.

(vi) The procedures should indicate time frames for the handling of complaints and disputes.

(vii) Each Collecting Society should provide a written response to a complaint that is made in writing.

(viii) Each Collecting Society should establish appropriate alternative dispute resolution procedures.

(ix) Each Collecting Society will ensure that adequate resources are made available for the purpose of responding to complaints and resolving disputes.

(d) Each Collecting Society will regularly review its complaint handling and dispute resolution procedures to ensure that they continue to comply with the requirements of this Code.

Screenrights has developed and regularly reviews procedures which implement Code requirements under Clause 3 of the Code. The procedures are available in the Corporate Governance section of our corporate website, including information on complaints handling procedures, procedures for disputes between Screenrights and licensees and disputes between Screenrights and members.¹⁰ Screenrights ensures that staff are trained to understand that responding to complaints and resolving disputes in a timely manner is a key priority for Screenrights.

Screenrights also regularly reviews its alternative dispute resolution procedures for resolving competing claims between Members. The procedures are set out on the Screenrights Resolution portal.¹¹ In the year ended 30 June 2019, Screenrights had over 1.8 million individual claims and opened competing claims involving 359 series and 1,268 one-off programs. These competing claims were published on Screenrights' member portal MyScreenrights. Throughout the year competing claims were closed for 448 series and 1,112 one-off programs.

CODE, CLAUSE 4 – PUBLICITY AND REPORTING

Publicity and Reporting (Code, Clause 4)

(a) The Collecting Society will:

(i) take appropriate steps to publicise this Code and the fact that it has agreed to be bound by it; and

(ii) make copies of the Code available to Members, Licensees and the general public on request.

(b) Each Collecting Society will include in its Annual Report a statement on its compliance with this Code.

Screenrights publicises the Code and our undertaking that we have agreed to be bound by it on Screenrights' corporate website. Screenrights makes copies of the Code available for download by members and licensees and other interested stakeholders.¹² We also communicate about the Code via our newsletters.

Our corporate website also links to the new Code of Conduct website, where a copy of the Code can be accessed.¹³

Screenrights includes a statement in its Annual Report (under "Governance") that it complies with the Code.

¹⁰ <https://www.screenrights.org/about-us/corporate-governance/>

¹¹ <https://resolution.screenrights.org/>

¹² <https://www.screenrights.org/about-us/corporate-governance/>

¹³ <https://www.copyrightcodeofconduct.org.au/>

COMPLAINTS SUMMARY

Set out below is a summary of matters that occurred in 2018-2019 that may be considered complaints made against Screenrights for the purposes of the Code. The summary is anonymised for the purposes of the publication of this report, but we provide further detail in **Appendix D** on a confidential basis to the Code Reviewer to assist in assessing whether Screenrights has complied with the Code.

ID No	Date of Complaint	Issue of Complaint	Status of complaint
C1	26 March 2019	As advised to the Code Reviewer in the previous reporting year (2017-2018), a member made a complaint against Screenrights primarily in relation to the outcome of three separate determinations made under Screenrights' alternative dispute resolution procedures, following which another member was paid royalties in relation to the relevant title. That member has since commenced proceedings against Screenrights in the Federal Circuit Court seeking orders that the member is the exclusive copyright owner and distribution rights owner in the title, directing Screenrights to remove the second claim of copyright from its systems and seeking damages and compensation.	Proceedings are still on foot.

Further, as noted in the report for the last review period (2017-2018), the proceedings commenced in the Federal Court against Screenrights by the Australian Writers' Guild and the Australian Writers' Guild Authorship Collecting Society settled in October 2019 prior to being heard in the Federal Court of Australia. The terms of the settlement are outlined in a confidential deed signed by the parties.

No other complaints were received by Screenrights during the 2018-2019 year that would be considered complaints for the purposes of the Code.

APPENDIX A

Screenrights (screenrights.org) is the collecting society for secondary royalties from Australia and New Zealand for the screen industry. We have received a claim/s from an Agent claiming Screenrights Royalties on your behalf. Screenrights can only pay royalties to an Agent where it has an Agency Agreement with the Principal. The purpose of this form is to verify with you that the Principal listed below has appointed the Agent to claim Screenrights Royalties on its behalf under an Agency Agreement.

Please note that this **Confirmation by Principal Form** includes a **Warranty and Indemnity** section and an attached **Schedule**.

1. Information about the Principal

Name of Principal (individual or entity)

Where the Principal is not an individual

Name of authorised officer:

Position of authorised officer:

2. The Agent

Name of Agent

3. The Schedule

The Schedule attached to this form details the Agent's current registrations with Screenrights on behalf of the Principal, which includes the title of the Program(s) registered and the Relevant Rights they have been registered for.

LEGEND OF RELEVANT RIGHTS

AECS-CP	Australian Educational Copying Royalties
AECS-CM	Australian Educational Communication Royalties
AGCS-CP	Australian Government Copying Royalties
ARCS-RT	Australian Retransmission Royalties
NZECs-CP	New Zealand Educational Copying Royalties
NZECs-CM	New Zealand Educational Communication Royalties

After reviewing the Schedule, please complete the following sections:

4. Scope of Agency Agreement

Please indicate which of the following statements describe the Agency Agreement, if any, between the Principal and Agent with regard to the Program(s) in the Schedule:

- A** The Agent is authorised by the Principal to collect all Screenrights Royalties on its behalf. *(Please complete section 6 below).*
- B** The Agent is authorised by the Principal to collect all Screenrights Royalties on its behalf, subject to changes to the Schedule as described below. *(Please complete sections 5 and 6 below).*
- C** The Agency Agreement between the Principal and Agent has expired. *(Please complete section 6 below).*
- D** The Principal has never entered into an Agency Agreement with the Agent for the purposes of collecting Screenrights Royalties.

5. Amendments to Schedule

If you selected option B in section 4 above, please describe the amendments to be made to the Schedule (if additional space is needed, please attach these details in a separate document):

6. Term of Agency

For what period of time is the Agent authorised under the Agency Agreement to claim Screenrights Royalties on behalf of the Principal?

- A** In perpetuity
- B** From / / up to and including / /

If you selected option B above, please answer the following question:

After the Agency Agreement has terminated, can the Agent continue to claim Screenrights Royalties that are earned within the term of the Agency Agreement?

- NO** In perpetuity
- YES** In perpetuity
- YES** Until / /

7. Signature

I acknowledge that by signing below I am confirming that I have read, understood and agree to the terms of the Warranty and Indemnity section of this form and that I have the authority to sign this form accordingly.

Signature:

*Digital signature
accepted*

Print name:

Date:

/ /

Insert a digital signature and submit
OR print, sign and send the form to us by email, fax or post.



what's this?

OFFICE USE ONLY
Authorised by:

Warranty and Indemnity

The Principal hereby notifies and warrants to Screenrights that:

1. As at the date of this Confirmation by Principal Form, the Principal:
 - a. has read and understood this Warranty and Indemnity section;
 - b. has reviewed the information provided in the Schedule, noting any amendments that need to be made, where applicable;
 - c. understands the nature of Screenrights Royalties which Screenrights pays in its capacity as a collecting society;
 - d. is the Owner or Exclusive Licensee of the Relevant Rights in relation to the Programs listed in the Schedule and has not assigned the Relevant Rights to any third party;
and where sections 4A, 4B or 4C of the form apply:
 - e. has appointed the Agent to collect the royalties for the Relevant Rights in relation to the Programs listed in the Schedule for the term of the Agency Agreement; and
 - f. has not and will not claim the royalties for the Relevant Rights in relation to the Programs in the Schedule which it has authorised the Agent to claim on its behalf in accordance with the terms of the Agency Agreement.
2. The information entered on the form regarding the scope of the Agency Agreement between the Agent and Principal with regard to the collection of Screenrights Royalties for the Program(s) listed in the Schedule is correct.
3. The warranties set out in Items 1 and 2 of this Warranty and Indemnity section shall continue to be current and binding on the Principal until Screenrights is advised to the contrary by the Principal.
4. Where the Principal has indicated in section 4A, 4B or 4C of the form that an Agency Agreement exists, the Principal confirms that the Agent is duly appointed to collect Screenrights Royalties until the earlier of the time indicated in section 6B of the form or until Screenrights receives notice in writing from the Principal or the Agent on behalf of the Principal that the Agent is no longer duly.
5. Screenrights need only make payment of the Screenrights Royalties to the Agent and need not make any enquiries as to whether the Screenrights Royalties (or part thereof) have been dealt with in accordance with the Agency Agreement between the Agent and Principal.
6. The Principal shall indemnify and keep Screenrights indemnified against any loss or damage caused directly or indirectly by any breach of the warranties in Items 1 - 5 of this Warranty and Indemnity section.
7. The Principal has read and understood the Definitions below and acknowledges that they form part of this Confirmation by Principal Form, including this Warranty and Indemnity section.

Definitions

Please read these definitions carefully and make sure that you understand the warranty and indemnities you are making to Screenrights:

Any terms used in this Confirmation of Principal Form, Warranty and Indemnity section, and Schedule which are defined in the Act have their statutory meaning unless the context indicates otherwise.

Act: means the Copyright Act 1968 (Cth), unless the context suggests it means the NZ Act.

Agency Agreement: means a valid agency appointment by the Principal to the Agent to collect Screenrights Royalties on its behalf.

Agent: means the authorised agent of the Principal for the purposes of collecting Screenrights Royalties.

Australian Educational Copying Royalties: means royalties collected from the copying of Broadcasts by educational and other institutions.

Australian Educational Communication Royalties: means royalties collected from the communication of copies of Broadcasts by educational and other institutions.

Australian Government Copying Royalties: means royalties collected from the copying of television and sound Broadcasts by government departments and agencies for the services of the Crown.

Australian Retransmission Royalties: means royalties collected from the Retransmission of free-to-air Broadcasts by retransmitters.

Australian Statutory Collection Services: means the collection services offered by Screenrights pursuant to Division 4 of Part IVA, VC and Part VII of the Act for Australian Educational Copying Royalties, Australian Educational Communication Royalties, Australian Government Copying Royalties and Australian Retransmission Royalties.

Definitions (continued)

Broadcast: means a free-to-air broadcast as defined within the Act.

Commissioned Sound Recording: means a sound recording of a musical work contained in a Program where the Principal is the Owner or Exclusive Licensee of the copyright in the sound recording pursuant to a commissioning agreement or otherwise.

Communication Work: has the meaning in the NZ Act, namely a transmission of sounds, visual images or other information or a combination of any of those for reception by members of the public and includes a broadcast or cable program.

Copyright Material: means the copyright material for which the Principal can claim Screenrights Royalties, which may include Film, Script and/or Commissioned Sound Recordings.

Exclusive Licensee: means a Person who acquired an exclusive licence under a written agreement whereby they are entitled to control or exercise the Relevant Rights in the Program to the exclusion of all other Persons including the Owner of the Relevant Rights.

Film: means a cinematograph film as defined in the Act or a film as defined in the NZ Act, as relevant.

Membership Agreement: means the membership agreement between the Agent and Screenrights.

NZ Act: means the Copyright Act 1994 (New Zealand).

New Zealand Educational Copying Royalties: means royalties collected from the copying of Communication Works by educational establishments in New Zealand.

New Zealand Educational Communication Royalties: means royalties collected from the communication of Communication Works by educational establishments in New Zealand.

New Zealand Educational Service: means the collection services offered by Screenrights pursuant to Section 48 of the NZ Act which collect New Zealand Educational Copying Royalties and New Zealand Educational Communication Royalties.

Owner: means the legal or beneficial owner or owners of the Relevant Rights in relation to the Copyright Material in a Program.

Person: includes a body politic or corporate as well as an individual.

Principal: means the Owner or Exclusive Licensee for the purpose of collecting Screenrights royalties in relation to the Relevant Rights in the Program.

Program: means the program or programs listed in the Schedule.

Relevant Rights: means the rights of the Principal to receive the equitable remuneration in respect of the Program pursuant to:

- (a) the Act for an exercise of the right to copy, communicate and retransmit the Copyright Material from a Broadcast of the Program in Australia; and/or
- (b) the NZ Act for an exercise of the right to copy and communicate the Copyright Material from a Communication Work in New Zealand.

Retransmission: means a retransmission covered by Part VC of the Act of a Broadcast where the content of the Broadcast is unaltered and the retransmission is simultaneous with the original transmission; or if the retransmission is in an area that has wholly or partly, different local time to the area of the original transmission the retransmission is delayed until no later than the equivalent local time, as defined in the Act.

Schedule: means the version of the schedule attached to this form which lists the Program(s) to which this form relates, including any amendments, set out in section 4B of the form by the Principal.

Screenrights: is the trading name of the Audio-Visual Copyright Society Ltd.

Screenrights Royalties: means the royalties that have been collected by Screenrights in relation to the Relevant Rights.

Script: means a literary or dramatic work as defined in the Act.

APPENDIX B

The information you provide on this form is incorporated into and forms part of the warranties you provide to Screenrights in your Membership Agreement.

1. Member Details

Member Name Member Number

Must be the same legal entity name as provided on the Membership Agreement.

2. Program Title(s) Listed In The Schedule

Schedule and Warranty Form returned to Screenrights on the following date:

/ /

Note: This should be the date that you finalise the review of the Schedule and complete this Warranty Form.

3. My Claim Details: Copyright Material and Relevant Rights

For the Program titles listed in the Schedule, I claim royalties for the Relevant Rights and Copyright Material indicated below:

RELEVANT RIGHTS	COPYRIGHT MATERIAL			
	TV PROGRAMS AND MUSIC VIDEO PROGRAMS			MUSIC VIDEO PROGRAMS ONLY
	Musical Works & associated Literary Works	Library Sound Recording	Commercial Sound Recordings	Film and Script
Australian Educational Copying Royalties				
Australian Educational Communication Royalties				
Australian Government Copying Royalties				
Australian Retransmission Royalties				
NZ Educational Copying Royalties				
NZ Educational Communication Royalties				

4. Signature

I acknowledge that by signing below I am confirming that I have read, understood and agree to the terms of the attached warranties on behalf of the member and that I have the authority to bind the member accordingly.

Signature:
Digital signature accepted

Print name:

Date: / /

Insert a digital signature and submit
 OR print, sign and send the form to us by email, fax or post.



what's this?

OFFICE USE ONLY
 Authorised by:

Warranties and Indemnity

The Member notifies, represents, warrants and acknowledges to Screenrights that:

1. It is a member of Screenrights and is bound by the terms and conditions in the Membership Agreement and in this Warranty Form.
2. The Member is, or is the Agent of, the Owner or Exclusive Licensee of the Relevant Rights on the Relevant Date.
3. The Member is entitled to collect Royalties that have been allocated by Screenrights in accordance with the Distribution Policy in relation to the Relevant Rights on the Relevant Date.
4. The Member accepts that Screenrights will distribute Royalties to the Member for the exercise of the Relevant Rights on the basis of the warranties and acknowledgements contained in this Warranty Form and in accordance with Screenrights' Distribution Policy.
5. The percentage of the Royalties claimed for the exercise of the Relevant Rights is 100% unless otherwise indicated in the Schedule.
6. To the extent that the Programs contain Performances, the authority to make a recording of the Performance and communicate the Performance to the public has been obtained from the performers.
7. A Member claiming Royalties as an Agent will promptly distribute Royalties to the Principal. The Member shall promptly transfer back to Screenrights any Royalties that are not distributed to the Principal for any reason after two years from receipt of the Royalties, without deduction of any fees, commissions or charges. The Member will also promptly provide Screenrights with information as reasonably requested by Screenrights to establish the amount of Royalties distributed to the Principal and the amount of undistributed Royalties.
8. On receipt from Screenrights of the Royalties, Screenrights is released from any further obligation to pay Royalties to the Member or any other Person or otherwise compensate or remunerate the Member or any other Person for the exercise of the Relevant Rights.
9. The Member will not contest or dispute the manner in which Screenrights has allocated proportions of Royalties where allocations are in accordance with the Distribution Policy.
10. The Member agrees to indemnify Screenrights and keep Screenrights indemnified against all liability, damages, costs and expenses (including reasonable legal costs and expenses) incurred in respect of defending or settling any actions, claims or demands arising directly or indirectly out of a breach by the Member of any terms of the Warranty Form or the Membership Agreement.
11. The terms of this Warranty Form, including the warranties and representations are in addition to the Membership Agreement and any other warranties given from time to time by the Member.
12. The representations and warranties contained in this Warranty Form and the rights and remedies available to Screenrights in relation to any breach of any representation or warranty shall continue to be in force and shall survive termination of this Warranty Form and the Membership Agreement.
13. The Member has read and understood the Definitions and acknowledges that they form part of this Warranty Form.
14. This Warranty Form is governed by the laws of the State of New South Wales.

Definitions

Please read these Definitions carefully and make sure that you understand the warranties and indemnities you are making to Screenrights. Any terms used in this Warranty Form that are defined in the Act have their statutory meaning unless the context indicates otherwise.

Act: means Copyright Act 1968 (Cth), unless the context suggests it means the NZ Act.

Agent: means the authorised agent of the Principal for the purposes of the Relevant Rights in the Copyright Material.

Australian Educational Copying Royalties: means Royalties collected by Screenrights for the Copying of Broadcasts by educational and other institutions pursuant to Division 4 of Part IVA of the Act.

Australian Educational Communication Royalties: means Royalties collected by Screenrights for the Communication of Broadcasts by educational and other institutions pursuant to Division 4 of Part IVA of the Act.

Australian Government Copying Royalties: means Royalties collected by Screenrights for the Copying of Broadcasts by government departments and agencies for the services of the Crown pursuant to Part VII of the Act.

Australian Retransmission Royalties: means Royalties collected by Screenrights for the Retransmission of Broadcasts by retransmitters pursuant to Part VC of the Act.

Broadcast: means a free-to-air broadcast as defined within the Act.

Channel: means a Broadcast channel listed in the Schedule.

Commercial Sound Recordings: means a commercial Sound Recording of a Musical Work and associated Literary Work which is owned or licensed by a Person, generally a record company.

Communicate and Communication: mean to make available online or electronically transmit Copies within the meaning of the Act.

Communication Work: means a transmission of sounds, visual images or other information or a combination of any of those for reception by members of the public and includes a broadcast or cable programme as those terms are defined in the NZ Act.

Copy: means a copy of a Broadcast as defined in section 135B of the Act or, in relation to the NZ Act, a recording of a Communication Work or a copy of such a recording.

Copying: means to make a Copy.

Copyright Material: means the copyright material for which the Member makes a claim for Royalties as indicated by the Member on the front page of the Warranty Form, which may include:

- (a) Musical Works and associated Literary Works, Library Sound Recordings and/or Commercial Sound Recordings, which may be incorporated in TV Programs or in Music Videos in Music Video Programs; and/or
- (b) Film and Script incorporated in the Music Videos in Music Video Programs.

Distribution Policy: means the distribution policy prepared by Screenrights for allocating and distributing Royalties for the exploitation of the Relevant Rights as amended from time to time.

Definitions (continued)

Exclusive Licensee: means a Person who acquired an exclusive licence under a written agreement whereby they are entitled to control or exercise the Relevant Rights in relation to the Copyright Material in the Program to the exclusion of all other Persons including the owner of the Relevant Rights.

Film: means a cinematograph film as defined in the Act or a film as defined in the NZ Act, as relevant.

Library Sound Recordings: means a Sound Recording which is owned or licensed by a Person, generally a music publisher, who grants non-exclusive licences for the reproduction of the Sound Recording in, without limitation, a Film or other Work.

Literary Work: has the meaning ascribed to it in the Act.

Member: means the Person listed as such on the front page of this Warranty Form.

Membership Agreement: the membership agreement between Screenrights and the Member and any amendments or addendums to that agreement from time to time.

Music Video: means the music videos contained in the Music Video Programs.

Music Video Program: means a Program that is a music video program.

Musical Work: has the meaning ascribed to it in the Act.

NZ Act: means Copyright Act 1994 (New Zealand).

NZ Educational Copying Royalties: means Royalties collected by Screenrights for the Copying of Communication Works by educational establishments in New Zealand pursuant to section 48 of the NZ Act.

NZ Educational Communication Royalties: means Royalties collected by Screenrights for the communication of Communication Works by educational establishments in New Zealand pursuant to section 48 of the NZ Act.

Owner: means the legal or beneficial owner or owners of the Relevant Rights in relation to the Copyright Material in a Program.

Performance: means a performance attracting performer's protection rights under Part XIA of the Act.

Person: includes a body politic or corporate as well as an individual.

Principal: means a Person who is the legal and beneficial owner or Exclusive Licensee of the Relevant Rights on the Relevant Date and who has authorised an Agent to collect Royalties from Screenrights on their behalf.

Programs: means the programs set out in the Schedule, which may include TV Programs and Music Video Programs.

Relevant Rights: means in respect of the Copyright Material incorporated in each Program in the Schedule the right to receive equitable remuneration under any or all of the following:

- (a) the Act in relation to:
 - a. Copying of the Copyright Material from a Broadcast of the Programs listed in the Schedule for which Australian Educational Copying Royalties and Australian Government Royalties may be payable; and/or
 - b. Communication of the Copyright Material from a Broadcast of the Programs listed in the Schedule for which Australian Educational Communication Royalties may be payable; and/or
 - c. Retransmission of the Copyright Material from a Broadcast of the Programs on the Channel for which Australian Retransmission Royalties may be payable.
- (b) the NZ Act in relation to:
 - a. Copying of the Copyright Material from a Broadcast of the Programs listed in the Schedule for which New Zealand Educational Copying Royalties may be payable; and/or
 - b. Communication of the Copyright Material from a Broadcast of the Programs listed in the Schedule for which New Zealand Educational Royalties may be payable.

Relevant Date: the date of the exercise of the Relevant Rights as set out in the Schedule.

Retransmission: means a retransmission covered by Part VC of the Act of a Broadcast where the content of the Broadcast is unaltered and the retransmission is simultaneous with the original transmission; or if the retransmission is in an area that has wholly or partly, different local time to the area of the original transmission the retransmission is delayed until no later than the equivalent local time, as defined in the Act.

Royalties: royalty amounts paid by Screenrights in accordance with the Distribution Policy.

Schedule: means the final version of the schedule submitted with this Warranty Form by the Member, which lists the Program(s) to which this Warranty Form relates and for each Program the Relevant Rights and Relevant Date.

Screenrights: means the Audio-Visual Copyright Society Ltd trading as Screenrights (ABN 76 003 912 310).

Script: means a literary work or dramatic work as such terms are defined in the Act.

Sound Recording: has the same meaning as it does in the Act.

TV Program: means a Program other than a Music Video Program.

Warranty Form: means this Warranty Form – TV and Music Video, including the front page, the Warranties and the Schedule and includes any other annexures and schedules submitted by the Member from time to time.

Work: means work as defined in the Act.

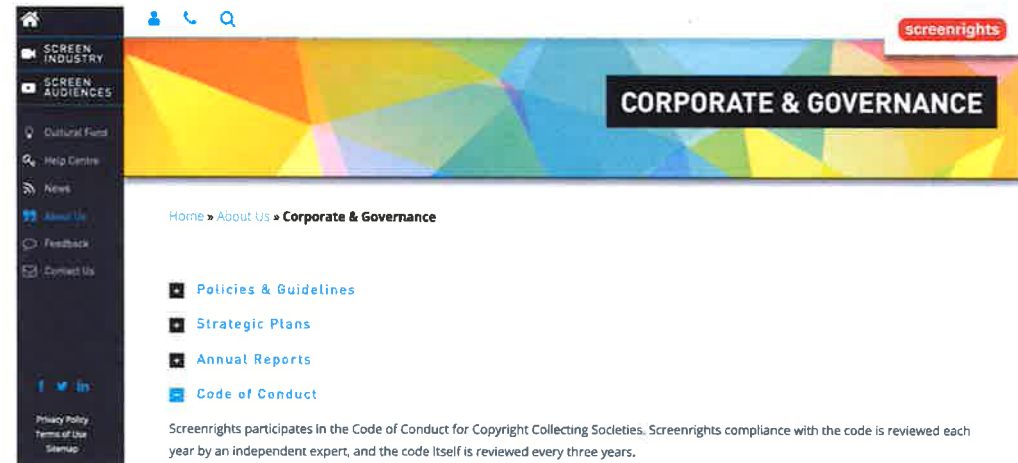
APPENDIX C

CONDUCT OF STAFF TRAINING 2019

BACKGROUND

Screenrights (and other copyright collecting societies) agreed to a Code of Conduct following key recommendations in the 1999 Review of Australian Copyright Collecting Societies conducted by Shane Simpson.

The Code came into effect in 2002.



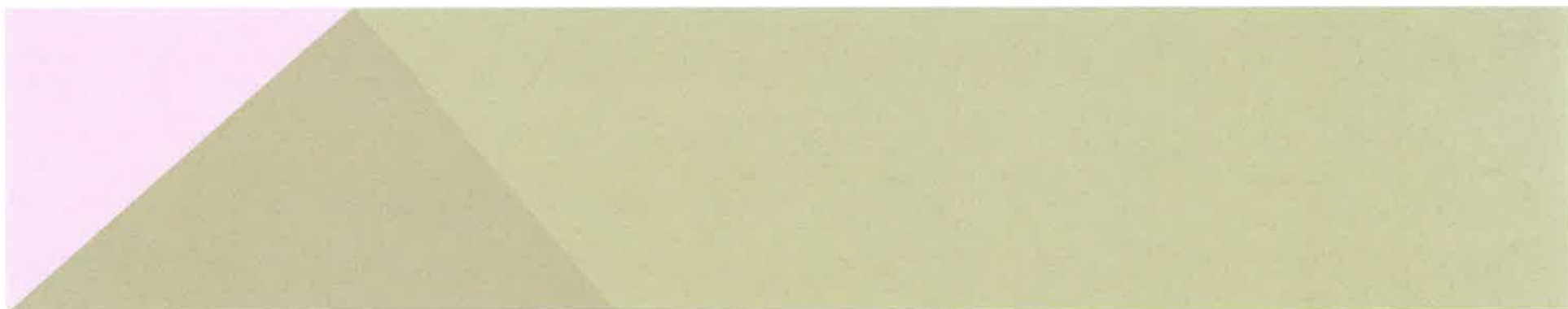
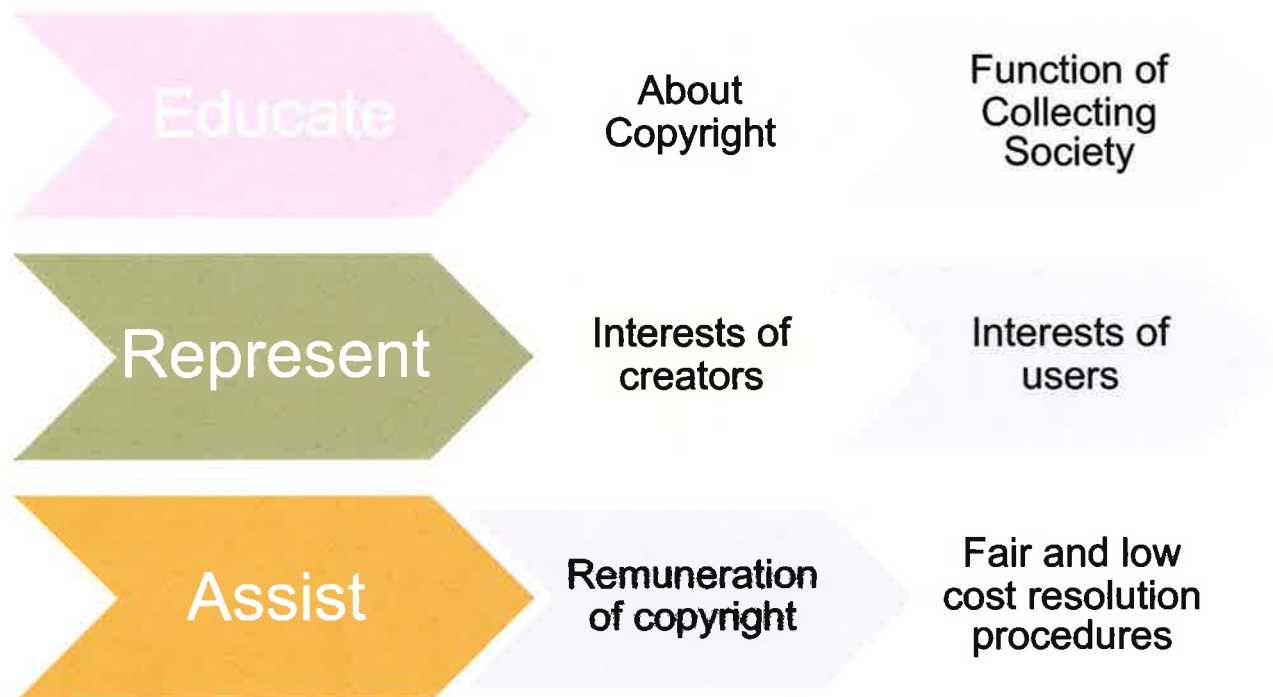
WHY ARE WE HAVING THIS MEETING (AGAIN)?

CLAUSE 2.7:

Each Collecting Society will take reasonable steps to ensure that its employees and agents are **aware of**, and at all times **comply with**, this Code.



OBJECTIVES OF THE CODE



MAIN OBLIGATIONS

MEMBER SERVICES

Provide a copy of **Constitution** to a member upon membership, or at any time on request.

LICENSING

Fair and reasonable **licence fees**, having regard to value of copyright material and its use.

DISTRIBUTION

Policy to outline **basis for calculating entitlements** and deduction of fees

MANAGEMENT

Maintain proper and complete financial **records** and reports

COMPLAINTS

DEFINITION

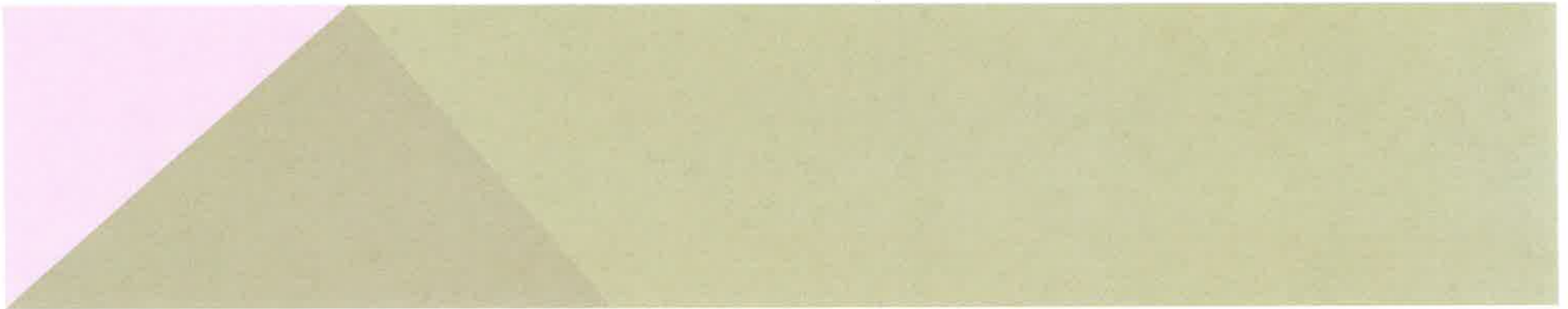
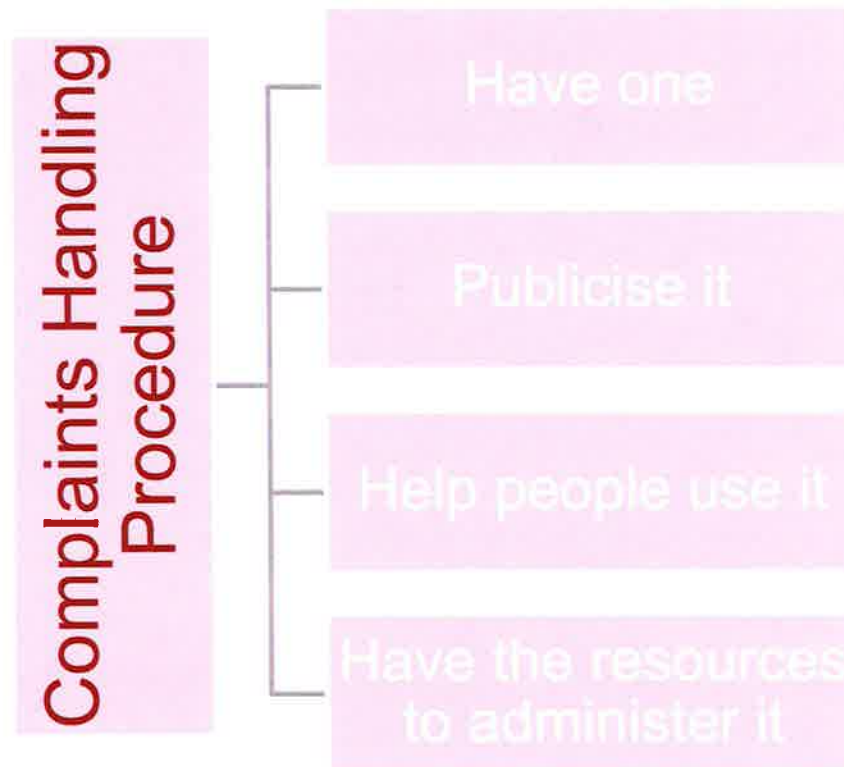
“A complaint means an allegation that a Collecting Society’s conduct has fallen short of a standard of conduct required of it by the Code”

E.g. Collecting society has not responded within a reasonable time to correspondence

E.g. Collecting society has been rude in dealing with a complainant



WHAT THE CODE SAYS ABOUT COMPLAINTS HANDLING PROCEDURES:



WHAT IT LOOKS LIKE:

Complaints Handling Procedure

Screenrights has developed a Complaints Handling Procedure to ensure that complaints are handled in an efficient, fair and clear manner.

How do I make a complaint?

If you have a complaint about any aspect of Screenrights' business or operations you should put your complaint to Screenrights in writing, stating the name and address of the person or organisation making the complaint.

What information should a complaint contain?

To enable Screenrights to respond efficiently, fairly and clearly to a complaint, a written complaint must clearly state the following:

- the name and address of the person or organisation making the complaint;
- the nature of the practice complained of which may include matters such as:
 - distribution policies;
 - licence fees;
 - the standard of service provided; or
 - the transparency of Screenrights operations;
- the reason for the complaint;
- the outcome sought by the complainant; and must include any supporting material which may assist in dealing with the complaint.

Who should complaints be

submitted to?

Who can make a complaint?

Any person or organisation who has dealings with Screenrights can make a complaint. This includes, members, licensees, or other stakeholders. Screenrights will not respond to anonymous complaints.

Can Screenrights assist me in making a complaint?

Yes. Screenrights will provide assistance with formulating and lodging a complaint if required.

Dealing with complaints

The following sets out Screenrights' Complaints Handling Procedure:

- Screenrights will acknowledge receipt of the complaint within 7 days of receipt;
- Screenrights will respond to the complaint in writing within 14 days of acknowledging receipt; and
- Screenrights will maintain a register of complaints made and the responses given by Screenrights to those complaints

What if I am unhappy with Screenrights' response?

Screenrights always endeavours to act fairly and transparently in addressing complaints. If however you are unhappy with the response you have received and wish to take the matter further, you will have a further 21 days from the receipt of Screenrights' response to request

SCREENRIGHTS INFO SHEET

WHERE IT LIVES:



[Home](#) » [About Us](#) » [Corporate & Governance](#)

[Policies & Guidelines](#)

Guidelines for Collecting Societies

[Declaration of Collecting Societies - Guidelines](#)

Articles of Association

[Memorandum & Articles of Association](#)

Distribution Policy

[Distribution Policy](#)

Competing Claim Resolution Procedures

- [Express Resolution Process](#)
- [Alternative Dispute Resolution \(ADR\) Procedure for Competing Claims](#)
- [Member Request for Independent Expert Decision](#)
- [Screenrights Requested Expert Decision](#)

Complaints Procedure

[Complaints Handling Procedure](#)



THIS IS HOW IT WORKS

WHO

- Any person or organisation who has dealings with Screenrights

HOW

- Complaint in writing
- Screenrights to acknowledge receipt within 7 days
- Screenrights to respond within 14 days of acknowledging receipt

WHAT

- Complainant name and address
- Nature of practice complained of (distribution/licensing etc)
- Reason for complaint
- Outcome sought

WHAT YOU NEED TO KNOW

That a formal policy exists, and when to refer members to it.



DISPUTES

TYPES OF DISPUTES

SR v Licensee

Disputes
between
Screenrights
and its
Licensees

SR v Member

Disputes
between
Screenrights
and its
Members

Member v Member

Disputes
between
Member
(competing
claims)



SCREENRIGHTS V LICENSEES

Alternative Dispute Resolution Procedure
Disputes Between Screenrights And Its Licensees

Note: This policy does not cover matters in the quantum of equitable remuneration payable to a licensee.

Background
The establishment of appropriate alternative dispute resolution procedure is a requirement under paragraph 3 (d) (vii) of the Code of Conduct for Copyright Collecting Societies.

From time to time, disputes may arise between Screenrights and its licensees. Screenrights recognises the right of licensees to apply to the Copyright Tribunal for the resolution of disputes that involve rates of remuneration, and also in respect of the sampling systems used to monitor copying by licensees.

Screenrights recognises that it is also open for licensees to bring an action in either the Federal or Supreme Court should they wish to do so. Screenrights has established the following mediation procedure in order to resolve disputes with licensees. The mediation process will be cost effective and faster for both parties than resorting to litigation. Screenrights is committed to this process and undertakes to provide the necessary resources so that the process is an efficient and effective means by which disputes can be resolved.

The mediation procedure is available only to Screenrights licensees, not prospective licensees. Disputes in relation to or in connection with any negotiations between Screenrights and a prospective licensee are strictly excluded from these mediation procedures. Mediation is not available to resolve disputes on any matters of the quantum of equitable remuneration payable by a licensee.

The mediation procedure may be invoked where there is a dispute over the terms of an existing license agreement, for example with regard to the manner in which licensees are invoiced, or the provisions in respect of enforcement details to be provided by licensees. Such disputes may arise out of confusion over the terms of the agreement between Screenrights and the licensee.

Mediation sessions will be chaired by an independent expert ("the Mediator") with skills and experience in mediation techniques. This Mediator will be selected by an independent body and paid for by Screenrights. Mediation will take place at a venue and time suitable to all parties: Screenrights, the licensee and the Mediator.

The aim of the mediation will be to facilitate negotiations between the parties. The Mediator will remain independent at all times. The mediation will be conducted on a without prejudice basis.

At any time during the mediation either party may elect to withdraw from the process.

If several licensees have similar substantive issues with Screenrights, Screenrights may suggest that the disputes be mediated together, however licensees are not obliged to accept mediation on this basis.

If neither party fails to withdraw from the process and the mediation is carried to a conclusion, Screenrights undertakes that the outcome of the mediation will be binding on it and an agreement will be entered into between the parties reflecting the decision reached, resulting from the mediation.

SCREENRIGHTS INFO SHEET

“Where there is a dispute over the terms of an existing license agreement”

MEDIATION

- Screenrights pays costs of mediator
- Licensee pays its own costs of the mediation

Note:

this doesn't cover disputes over the amount of equitable remuneration payable by licensees. This is normally dealt with by the Copyright Tribunal

SCREENRIGHTS V MEMBER

SCREENRIGHTS INFO SHEET

Alternative Dispute Resolution Procedure

Disputes Between Screenrights And Its Members

Note: This policy does not apply to the Screenrights' Distribution Policy which is the subject of administrative decisions made by the Screenrights Board of Directors.

Background
The establishment of appropriate alternative dispute resolution procedures is a requirement under paragraph 3 (a) (iii) (iv) of the Code of Conduct for Copyright Collecting Societies.

From time to time, disputes may arise between Screenrights and its members. Disputes might relate to the payment of royalties by Screenrights, or the registration of deals with international collecting societies. Screenrights is committed to finding a cost effective manner by which disputes may be resolved.

In the first instance, the Screenrights Head of Member Services has the power to resolve any disputes. If the member is not satisfied with the decision of the Head of Member Services, the case will be referred to Screenrights' Chief Executive for decision.

If members are not satisfied with the decision of the Chief Executive, Screenrights has established a more formal procedure to resolve disputes with members, which is cost effective and faster for both parties than resorting to litigation. The process is called "Expert Adjudication". Expert Adjudication is designed to be as informal as is possible. An independent organisation appointed by Screenrights will select an Expert Adjudicator. Screenrights will pay the cost of the Expert Adjudicator.

The amount of evidence which may be put before the expert is restricted to five written pages per party plus any supporting documents.

Screenrights is committed to this process and undertakes to provide the necessary resources so that the process is an efficient and effective means by which disputes can be resolved.

Screenrights may suggest that a dispute be referred to the Expert Adjudication process subject to the agreement of the respective member.

If several members have similar substantive issues with Screenrights, Screenrights may suggest that the disputes be determined together. If an independent expert has previously determined a substantive issue under Expert Adjudication and a similar issue arises at a later date, Screenrights may argue that the dispute resolution process should not be activated and that the previous determination should be applied.

The Expert Adjudication will be conducted on a without prejudice basis.

The outcome of the Expert Adjudication will be binding on Screenrights and the member.

Where there is a dispute between Screenrights and a member, it can be resolved by:

HEAD OF MEMBER SERVICES

- If not, referred to CEO
- If this is not suitable, dispute is referred to Independent Expert for Expert Adjudication

Note: this doesn't cover disputes over Screenrights' Distribution Policy – this is subject of administrative decisions made by the Board.

MEMBER V MEMBER



Effective Date: 1 September 2016
Revised Date: 1 February 2016

Competing Claim Resolution Procedures:

Alternative Dispute Resolution (ADR) Procedure for Competing Claims

Background

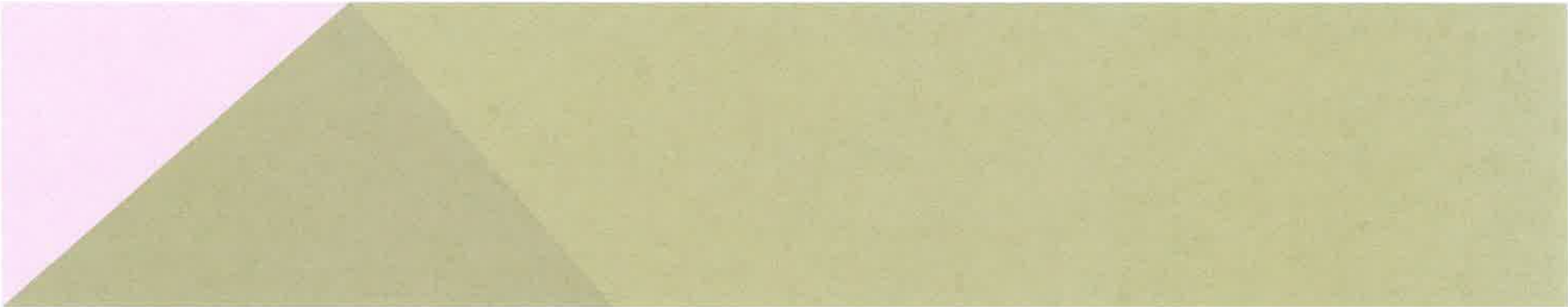
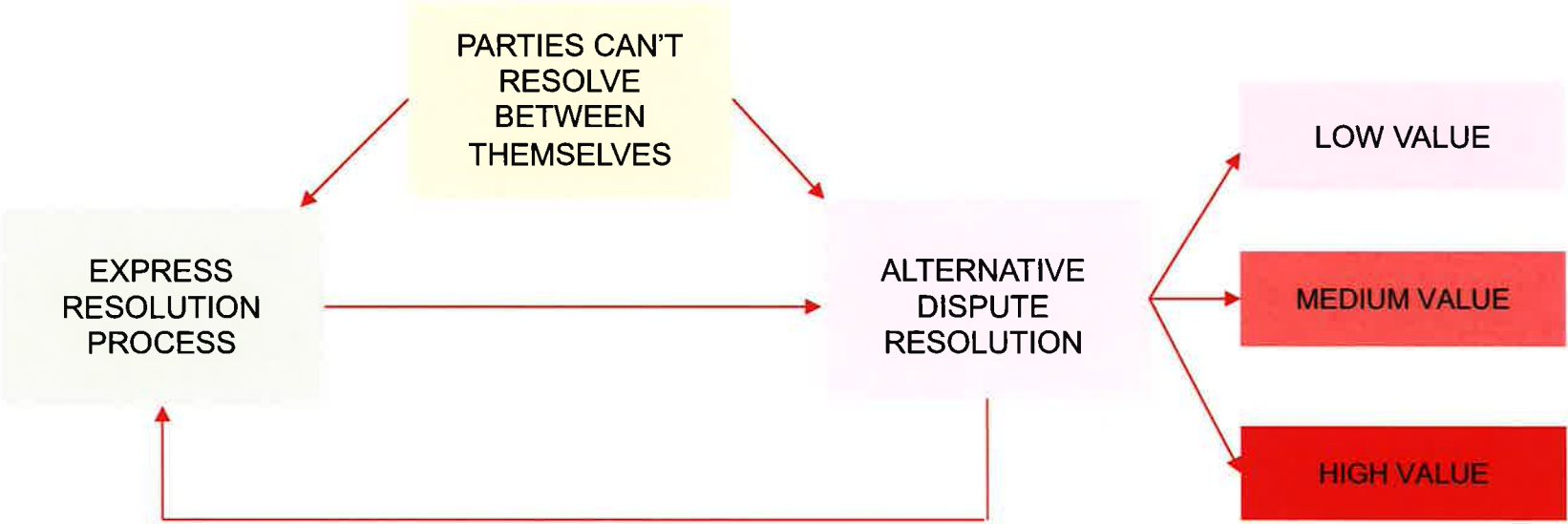
- i. A competing claim arises when Screenrights receives more than one registration for a title from different members (each a "party", together the "parties") asserting a claim to the same royalty ("Competing Claim").
- ii. Where Screenrights identifies a Competing Claim has arisen, the Competing Claim will be notified to the parties in question via the MyScreenrights web portal so the parties can try to resolve the Competing Claim and advise Screenrights of the correct claimant/s. Generally, the onus is on the parties to the Competing Claim to resolve it.
- iii. Most of these Competing Claims arise out of confusion over the particular right or territory for which Screenrights collects royalties, or even out of confusion over programs with identical or substantially similar titles. In these cases, Competing Claims can be clarified easily by discussions and correspondence between the parties and Screenrights.
- iv. Screenrights has a limit of six years to distribute royalties from the time such royalties are collected in a distribution period with the deadline for distribution falling on 30 June in the year in question ("Deadline"). A royalty to which a Deadline applies in the current calendar year (a "Deadline Royalty") that is still subject to an unresolved Competing Claim on 15 June in the calendar year of the Deadline (as outlined in Table 1) will be forfeited by the parties, rolled

Screenrights encourages members to resolve the competing claim **between themselves**

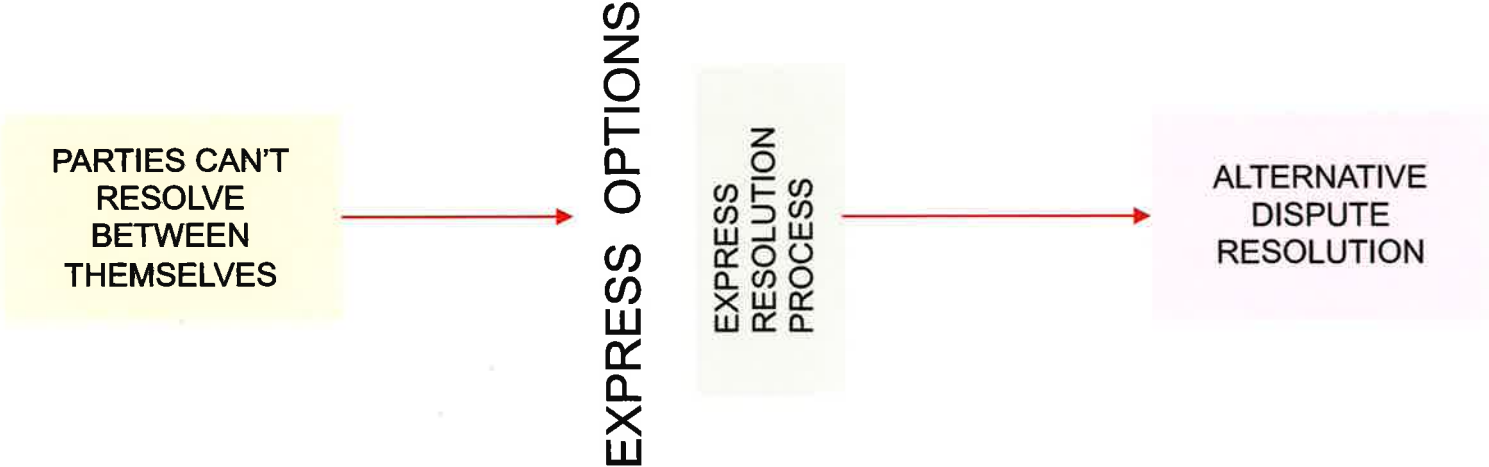
Deadline competing claim matters must be resolved by **15 June** otherwise royalties are rolled over into the next distribution year

If the parties cannot resolve themselves, Screenrights offers **various pathways** to members to assist them to resolve the competing claim

CURRENT COMPETING CLAIMS RESOLUTION PATHWAYS



CHANGES TO COMPETING CLAIMS RESOLUTION PATHWAYS



NEW CHANGES TO CODE



Australian Government
Department of Communications and the Arts

Bureau of
Communications
and Arts Research

**Review of Code of Conduct for Australian Copyright
Collecting Societies**

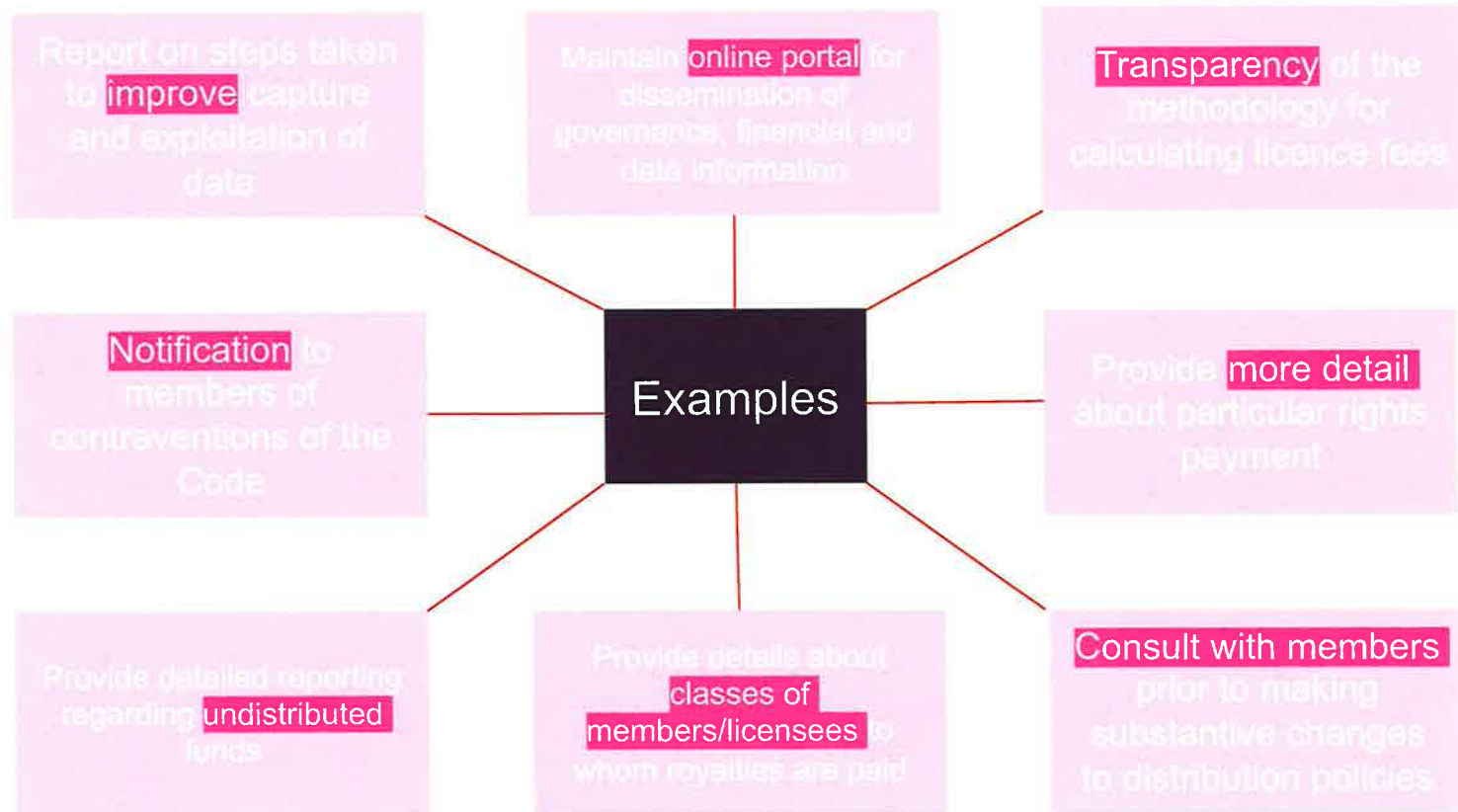
Draft report

February 2018

*“Clear
objectives,
transparency
and sound
governance”*



CHANGES TO THE CODE



PRIVACY
AUSTRALIAN PRIVACY LAW TRAINING 2019

PRIVACY LAW

Schedule 1 of the
Privacy Act 1988
contains the

Australian
Privacy
Principles
(APPs)

APPs apply to Australian government agencies, private sector, not-for-profit organisations with annual turnover more than \$3 million and some small businesses...



AUSTRALIAN PRIVACY PRINCIPLES (APP)

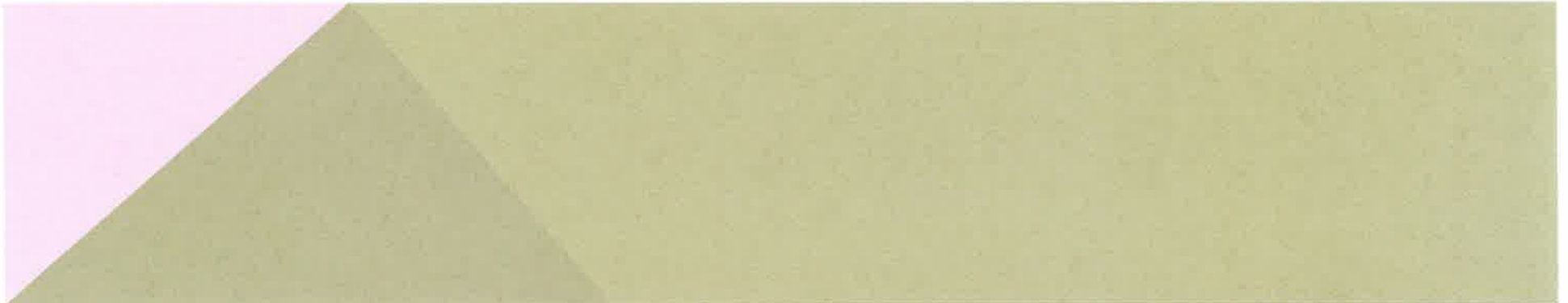
1. **Open and transparent** management of personal information
2. Anonymity and pseudonymity
3. Collection of **solicited personal information**
4. **Dealing with** unsolicited personal information
5. Notification of the collection of personal information
6. Use or disclosure of personal information
7. **Direct** marketing
8. Cross-border disclosure of personal information
9. **Adoption, use or disclosure** of government related identifiers
10. Quality of personal information
11. Security of personal information
12. Access to personal information
13. Correction of personal information



...WHICH MEANS US

screenrights

enhance_{TV}



QUESTION 1

QUESTION 1

Someone in the Member Relations team receives a phone call from Sally - the only in-house lawyer at the production company Fictional Films Pty Ltd. After the call, the team member makes a note of the conversation they had with Sally, and include her phone number. To maintain privacy, they don't mention Sally's name in the note, but refer to her as "Fictional Films Pty Ltd's in-house lawyer". Would this note constitute personal information?

No - If the person is not identified, it can't be deemed personal information

No - a phone number is not considered personal information

Yes - any information about a lawyer is deemed personal information

Yes - it is personal information as Sally is reasonably identifiable despite not being named



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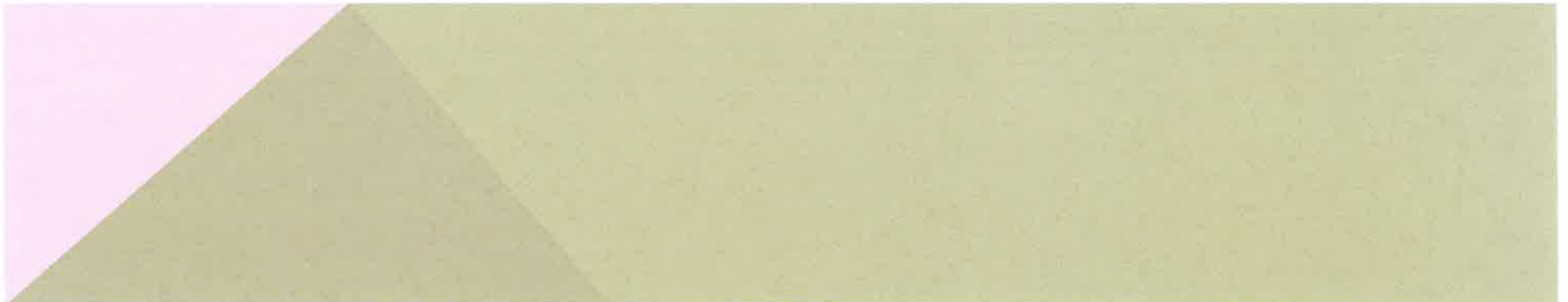
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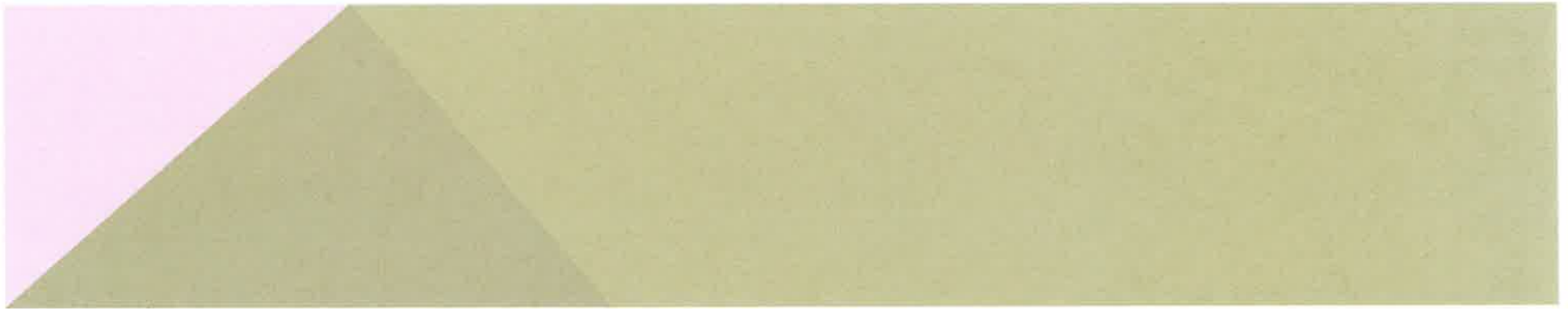
Yes - any information about a lawyer is deemed personal information

Yes - it is personal information as Sally is reasonably identifiable despite not being named



"PERSONAL INFORMATION"

Personal information means information or an opinion about an identified individual or an individual who is reasonably identifiable...



QUESTION 2

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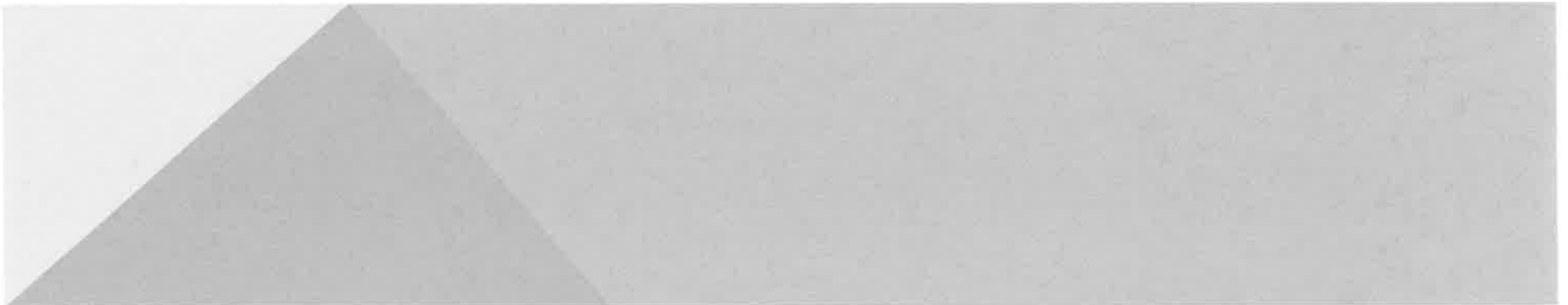
EnhanceTV receives a phone call from a teacher who wants to know more about the service. When asked what their name is, the teacher responds with the pseudonym "Batman". Is this acceptable?

No - the Privacy Act requires individuals to use their real names at all times when interacting with corporations

Yes -an individual may use a pseudonym in this context

Yes -but by using a pseudonym, the individual's personal information is no longer protected under the Privacy Act

No -Batman would never want to know about EnhanceTV



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Yes -but by using a pseudonym, the individual's personal information is no longer protected under the Privacy Act

No -Batman would never want to know about EnhanceTV



APP 2 – ANONYMITY AND PSEUDONYMITY

A company should give an option for an individual to not identify themselves or to use a pseudonym unless:

- It is **impracticable** for the company to deal with individuals who have not identified themselves and the member used a pseudonym; or
- The company is **required / authorised** by Australian law / court / tribunal order to deal with individuals who have identified themselves



QUESTION 3

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Which of the following would NOT be classified as "sensitive personal information"?

Date of birth

Sexual orientation

Political opinions

Criminal record



QUESTION 3

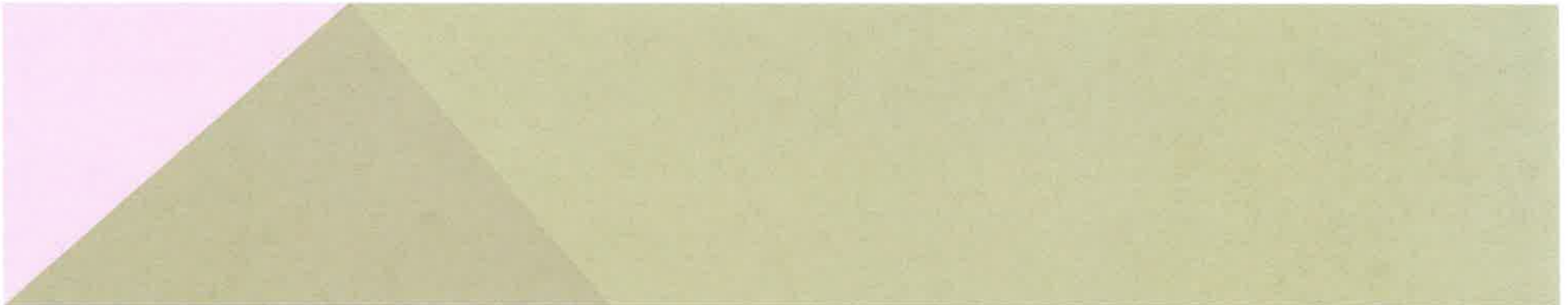
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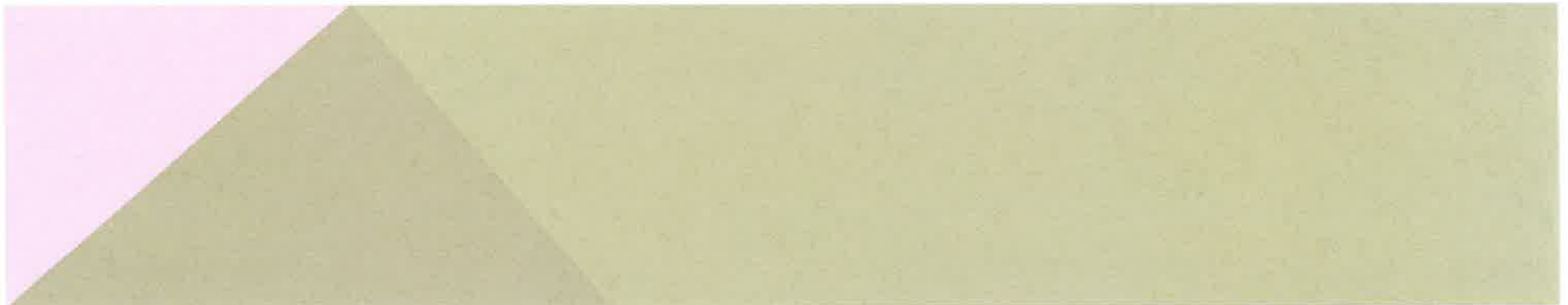
PERSONAL INFORMATION

Name	Health	Political Opinions	Telephone Number	Signature
Sexual Orientation	Bank Details	Address	Race/Ethnicity	Date of Birth
Criminal Record	Employment Details	Email	Comment/Opinion About Person	Religious Beliefs



SENSITIVE PERSONAL INFORMATION

Name	Health	Political Opinions	Telephone Number	Signature
Sexual Orientation	Bank Details	Address	Race/Ethnicity	Date of Birth
Criminal Record	Employment Details	Email	Comment/Opinion About Person	Religious Beliefs



QUESTION 4

QUESTION 4

EnhanceTV has a third party service provider in India which is likely to receive the personal information EnhanceTV has collected from its users. This is permissible because:

EnhanceTV has had a long-standing relationship with this service provider and has never come across its misuse of the personal information.

EnhanceTV has informed its users, by way of its Privacy Policy which users are required to consent to, that their personal information may be shared with third party service providers in India and EnhanceTV has added clauses in its contract with the service provider that reflect Australian privacy law principles.

India is part of the Commonwealth

The personal information shared is not sensitive personal information and can therefore be shared



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APP 8 – CROSS-BORDER DISCLOSURE

What steps must a company take to protect PI before it is disclosed overseas?

- Take reasonable steps to ensure that the overseas recipient does not breach the APPs; or
- The company must expressly inform the individual that if she/he consents to the disclosure of the information, that such reasonable steps won't be taken and then after being informed, the individual consents to the disclosure; or
- The company must reasonably believe that the overseas recipient is subject to a substantially similar privacy law / binding scheme and there are mechanisms that the individual can access to take action to enforce that protection of the law / binding scheme

We use a range of third party service providers to help us deliver, administer and support our activities and functions, including user support, digital marketing and sales, marketing, competition, events and promotions, research and survey services, mailing, IT, web hosting, data processing, storage and back-up, payment processing, and data analytics services. Some of our third-party services providers and their servers may be located overseas in various countries (including USA and Luxembourg).



QUESTION 5

AND NOW FOR THE MOST
CONTROVERSIAL
QUESTION:

QUESTION 5

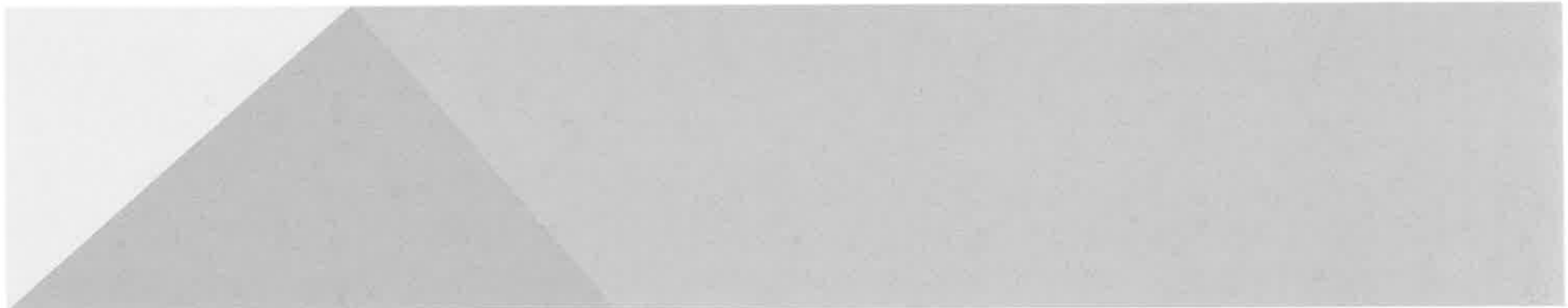
Peter accidentally receives an email from an individual outside of the organisation which was not intended for him. The email includes the bank details of the individual who happens to be a Screenrights member. Which of the following describes (and explains) the action Peter should take?

Peter must immediately destroy the email as it was not intended for him

Peter can keep the email in his inbox, as the bank details of a Screenrights member is the type of information which Screenrights is likely to collect in the course of its business, even if it wasn't intended for him, and then reply to the sender advising him or her that he received the email.

Peter must destroy the email because, although bank details are the type of information Screenrights collects in its ordinary course of business, it is not clear whether these bank details are the ones the member wishes to have on file and are therefore not reasonably necessary.

Peter should check whether Screenrights has the individual's bank details on file already. If not, Peter must immediately destroy the email as it breaches the individual's privacy.



QUESTION 5

Peter accidentally receives an email from an individual outside of the organisation which was not intended for him. The email includes the bank details of the individual who happens to be a Screenrights member. Which of the following describes (and explains) the action Peter should take?

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Peter should check whether Screenrights has the individual's bank details on file already. If not, Peter must immediately destroy the email as it breaches the individual's privacy.



APP 4 – DEALINGS WITH UNSOLICITED PI

If a company receives unsolicited PI it must, within a reasonable period, determine whether or not it could *have collected the information in the course of business...*

Remembering that: a company can only collect PI that is *reasonably necessary* for one or more of its functions or activities



WHAT IF THE INFO IS INTERMINGLED?

Thanks Tracey - please see below.

-pip (0467 829 297)

We will need the following information from you:

NAME: *Philippa Smith*

EMAIL: *pipita@gmail.com*

POSTCODE: *3/57 John Street, Marrickville NSW 2042*

Did you need date of birth? I know some collecting societies do. In any case, here it is: 20/05/1982

Cheers.



QUESTION 6

QUESTION 6

EnhanceTV has collected email addresses from teachers at a conference who indicated on a form containing EnhanceTV privacy statement that they would like to know more about the EnhanceTV service. An informative brochure is sent to these individuals. A few months later, EnhanceTV is launching a special "50% off teacher subscriptions" offer. Can EnhanceTV use the emails they collected from the conference to promote the offer?

Yes - the individual has clearly consented to receiving communications from EnhanceTV by providing their email address

No -given that EnhanceTV collected the email addresses for the purpose of sending information, it cannot now use them to send promotional and marketing materials

Yes -an individual providing their email address for the purpose of receiving more information about a service could reasonably expect to receive a promotional offer about the service at another time. As long as there is an "unsubscribe" option, this is fine.



QUESTION 6

EnhanceTV has collected email addresses from teachers at a conference who indicated on a form containing EnhanceTV privacy statement that they would like to know more about the EnhanceTV service. An informative brochure is sent to these individuals. A few months later, EnhanceTV is launching a special "50% off teacher subscriptions" offer. Can EnhanceTV use the emails they collected from the conference to promote the offer?

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APP 7 – DIRECT MARKETING

A company is restricted from use/disclosure of PI for direct marketing unless:

- PI directly collected from individual
- Individual could reasonably expect to receive marketing materials; and
- There is a simple means for the individual to request not to receive further marketing material

1. Privacy Statement

EnhanceTV Pty Ltd (ABN: 72 119 702 251) collects your personal information so that we can provide, administer, improve and personalise the services offered by EnhanceTV and communicate with you about our services. We do this in accordance with our Privacy Policy. Without your information, you may not be able to access the services offered by the EnhanceTV or receive valuable information about us and our services. If you are under 18 years of age, you must ask your parent or legal guardian to consent to your provision of personal information before you provide your personal information to us. We disclose your personal information to our third-party service providers to help us deliver our services, some may be located overseas including in USA, and Peru, and you consent to this disclosure. You have a right to access your personal information that we hold, and may request us to correct this. You acknowledge that your use of the services offered by EnhanceTV is subject to our Privacy Policy, which contains more detail on your rights and our contact details for questions or complaints.



QUESTION 7

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Screenrights receives a phone call from a disgruntled individual outside the organisation who requests a record of all their personal information held on file by Screenrights, despite having received a record only three months prior in response to a similar request. On what grounds can Screenrights refuse this request (there may be more than one)?

None. It is illegal for a company to refuse such a request under the Privacy Act at any time.

It may be refused where the information relates to existing or anticipated legal proceeding between Screenrights and the individual, and this information would not be available under the process of discovery.

It may be refused because the request for access is frivolous and vexatious

It may be refused where requests are not made in writing

It may be refused if the individual is no longer living in Australia



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It may be refused because the request for access is frivolous and vexatious

It may be refused where requests are not made in writing

It may be refused if the individual is no longer living in Australia



EXCEPTION TO APP 12

A company may refuse access where :

- Giving access would have an unreasonable impact on the privacy of other individuals;
- The request for access is frivolous or vexatious;
- The information relates to existing or anticipated legal proceedings between the entity and the individual, and would not be accessible by way of discovery;
- Giving access would reveal evaluative information generated within the entity in connection with a commercially sensitive decision-making process.



QUESTION 8

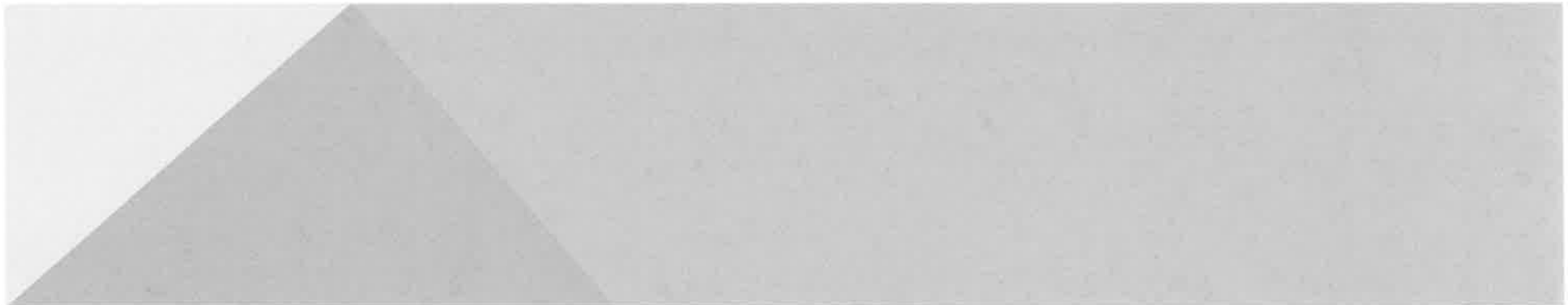
QUESTION 8

Screenrights has a photo booth set up at a conference where the photos taken are immediately uploaded to the Screenrights website. At what point should Screenrights seek the consent of the participants for taking and publishing these photos?

Prior to the photo being taken, so the individual is aware of how Screenrights intends to use the photo and for what purpose

It's not necessary - a reasonable person would expect that having their photo taken at a corporate photo booth would be for some promotional activity and publication

At any point - whether before or after the photo - as long as the consent is received and/or removing the photo from the website is a simple and quick process



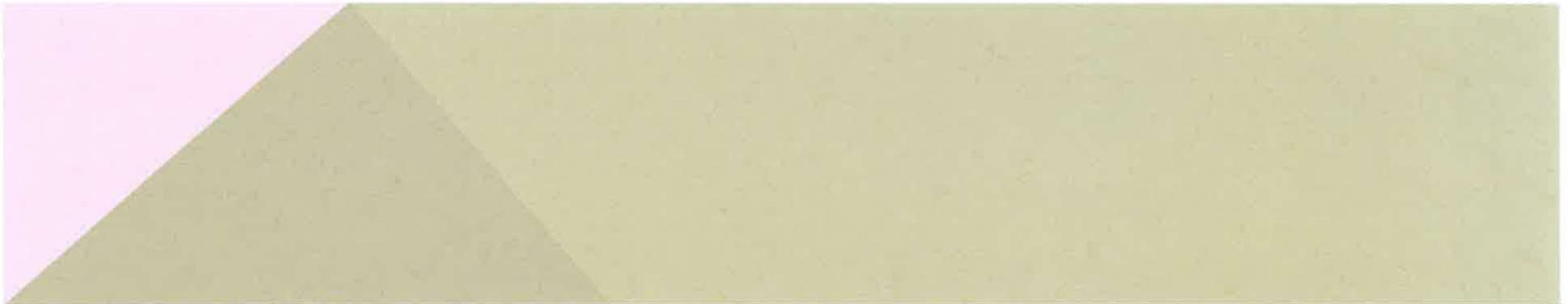
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APP 5 – NOTIFICATION OF COLLECTION

At or before the time or, if that is not practicable as soon as practicable after, the company collects PI about an individual the company must take reasonable steps to notify the individual of such matters:

- Contact details (of company)
- Fact and circumstances of collection where from 3rd party / without individual's awareness
- Fact collection was required / authorised by law / court / tribunal order if relevant
- Purpose of collection
- Main consequences (if any) if all / some PI is not collected
- To whom the company usually discloses PI of kind collected
- That the Privacy Policy contains info on PI access and correction
- That the Privacy Policy contains info on making complaints about APP breaches and how the company will deal with such a complaint
- Location of overseas recipients if practicable in notice or otherwise make individual aware



QUESTION 9

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A "Notifiable Data Breach" involves the unauthorised access to or disclosure of personal information which is likely to result in serious harm to one or more individuals.

What may constitute "harm" in this context?
Tick all that may apply.

Physical harm

Emotional harm

Financial harm

Reputational harm

Physical and financial harm only



QUESTION 9

A "Notifiable Data Breach" involves the unauthorised access to or disclosure of personal information which is likely to result in serious harm to one or more individuals.

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Tick all that may apply.

Physical harm

Emotional harm

Financial harm

Reputational harm

Physical and financial harm only



QUESTION 10

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Jerry is uploading policy documents onto the corporate website and accidentally uploaded a spreadsheet of all Screenrights' royalty payments to over 500 public companies from the last royalty run, including their bank details. The spreadsheet was password protected, but it was a week before Jerry realised it was published and took it down. Would this constitute a "notifiable data breach"?

Yes - the spreadsheet contained a lot of member financial information and was available online for a period of time long enough to constitute a serious risk

No - the fact that the spreadsheet was password protected, preventing access to the information, mitigated any potential risk

Yes - whether or not anyone accessed the information in the spreadsheet is irrelevant; the fact that it was wrongfully published makes it a "notifiable data breach"

No - the information in the spreadsheet relates to corporations, not individuals, and is therefore not protected under the Privacy Act, but Jerry should notify legal of the incident.

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No - the information in the spreadsheet relates to corporations, not individuals, and is therefore not protected under the Privacy Act, but Jerry should notify legal of the incident.



PRIVACY ACT

The Privacy Act regulates how personal information is handled. The Privacy Act defines personal information as:

*...information or an opinion about an identified **individual**, or an **individual** who is reasonably identifiable.*



NOTIFIABLE DATA BREACH

An eligible data breach arises where the following **three** things have happened:

ONE: There is a **data breach** involving **personal information**

TWO: This is **likely** to result in **serious harm** to one or more individuals; and

THREE: The entity has not been able to **prevent** the likely risk of serious harm with **remedial action**

