



*Australian Government Solicitor*

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## *AEShareNet* Licence Comparison Table

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Version 9.02 – effective from 31 March 2004

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## Version information

<b>Version</b>	<b>Date</b>	<b>Details</b>
9.02	2004-03-31	Revised derivatives conditions for FfE protocol. Added note on availability of S & P licences to non-Members. Added note that E protocol still under development. Commencement of FfE protocol.
9.00	2004-02-19	Defined E and FfE profiles.
8.00	2002-09-19	Approved at the 2nd Annual General Meeting on 19 September 2002

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## LICENCE COMPARISON TABLE

### Purpose of Each Licence Protocol

<p><i>AEShareNet-U</i></p> <p>Unrestricted use. Material registered under this Regime may be freely copied, adapted and used by anyone, without any Acceptance formality. The owner is not acknowledged as original source. There is no requirement to maintain a consolidated version.</p>	<p><i>AEShareNet-P</i></p> <p>Preserves integrity; intended for Material which derives value from its completeness or consistent form. Suitable for policy documents, research reports, speeches, curriculum documents and Training Packages.</p>	<p><i>AEShareNet-S</i></p> <p>Standard Licence Regime for shared use. The Material may be Used and Exploited free of charge but copyright in any Enhancements consolidates with the owner. Encourages adaptation and re-use but reduces fragmentation of ownership of different versions.</p>	<p><i>AEShareNet-C</i></p> <p>Customisable Licence Regime; often used for commercial Material. Licence Fee and/or Royalties may be charged. License conditions can be customised by the Licensor within the framework provided by <i>AEShareNet</i>.</p>	<p><i>AEShareNet-E</i><sup>1</sup></p> <p>End-user Licence. For Material which may be Used only - not Exploited. Fees apply. Suitable for software, learning objects or other commoditised products where the 'Licence Fee' may be referable to cost of supply, not just licensing. The Licence is customisable.</p>	<p><i>AEShareNet-FfE</i></p> <p>Free for Education. Material so marked may be Used freely - but not Exploited - for any Educational Purpose. There is no Registration requirement and the Material is licensed to anyone without any Acceptance formality. Suitable for website content.</p>
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### Part A: Protocol Control Information

<p><b>Licence Mark</b> Specify Licence Mark which signifies the Licence Regime under which this Protocol is made.</p>					
<i>AEShareNet-U</i>	<i>AEShareNet-P</i>	<i>AEShareNet-S</i>	<i>AEShareNet-C</i>	<i>AEShareNet-E</i>	
<p><b>Version</b> Specify Version number, within Licence Regime. Together the Licence Regime and the Version correspond uniquely to the Licence Protocol ID.</p>					
03	03	03	03	01	01
<p><b>Status</b> Specify Status of the Licence Protocol as: "draft", "conditional", "current", "superseded" or "terminated".</p>					
current	current	current	current	current <sup>1</sup>	current

<sup>1</sup> The *AEShareNet-E* protocol was approved on 19 February 2004 however software changes to implement this are still under development.

<i>AEShareNet-U</i>	<i>AEShareNet-P</i>	<i>AEShareNet-S</i>	<i>AEShareNet-C</i>	<i>AEShareNet-E</i>	<i>AEShareNet-FfE</i>
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## Part B: Conditions of Licence

### The Licence - Main Particulars

<b>Licensed Material</b>					
How is the subject matter of the Licence identified?					
As specified in the Material Registration. Includes a Contextualisation which retains the Licence Mark in accordance with this Licence Regime.	As specified in the Material Registration. Includes a Contextualisation or Enhancements which retain the Licence Mark in accordance with this Licence Regime.	As specified in the Material Registration. Includes a Contextualisation or Enhancements which retain the Licence Mark in accordance with this Licence Regime.	As specified in the Material Registration. Includes a Contextualisation or Enhancements which retain the Licence Mark in accordance with this Licence Regime.	As specified in the Material Registration, including Item Entry for selected Licence - see under "Licence Fee, Deliverables and Pricing" below. Includes any Edited Version or Enhancements which retain the Licence Mark in accordance with this Licence Regime.	Material as embodied in any Copy legitimately acquired or accessed by the Licensee which bears the <i>AEShareNet-FfE</i> Licence Mark with authorisation of Licensor - see under "Mandatory Requirements" below. Includes any Copy of the Material, and Edited Version or Enhancements so marked in accordance with this Licence Regime.
<b>Licence Period</b>					
Specify term.					
For the duration of subsistence of copyright.	1 year.	2 years.	Specify term: <input type="checkbox"/> 1 month <input type="checkbox"/> 6 months <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 3 years <input type="checkbox"/> Other, specify _____	For the duration of subsistence of copyright.	For the duration of subsistence of copyright. However the Licensee must always work from a Copy legitimately acquired, which properly bears the <i>AEShareNet-FfE</i> Licence Mark as above.
<b>Provision of Licensed Material</b>					
Specify arrangements for provision of initial Copy of Material by Licensor to Licensee requiring it.					
There is no obligation on the Licensor to provide assistance or to furnish the Material in any particular form, or at all.	If not available as a publication, Licensor agrees to make Material available in suitable format at Cost to the Licensee.	If not available as a publication, Licensor agrees to make Material available in suitable format at Cost to the Licensee.	If not available as a publication, Licensor agrees to make Material available in suitable format at Cost to the Licensee.	Material to be provided by Licensor in format, quantity and timeframe selected by the Licensee as part of Acceptance. See under "Licence Fee, Deliverables and Pricing" below.	A Licence is extended only if the Licensee already has access. There is no obligation on the Licensor to provide assistance or to furnish the Material in any particular form, or at all.

<i>AEShareNet-U</i>	<i>AEShareNet-P</i>	<i>AEShareNet-S</i>	<i>AEShareNet-C</i>	<i>AEShareNet-E</i>	<i>AEShareNet-FfE</i>
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<b>Warranty</b>					
Specify scope of warranty granted by Licensor to Licensee; allocation of risk of copyright and related infringement					
Licensor grants Licence only in respect of their copyright and other rights. Does not warrant that the Licensee's use of Material will not infringe third party rights, including copyright and performers' rights. Licensee is put on notice they may need to make their own inquiries.	Licensor warrants that they are entitled to grant Licence and that the grant does not infringe third party rights, including copyright and performers' rights. Licensor indemnifies Licensee for any loss or liability arising from breach of this warranty.	Licensor warrants that they are entitled to grant Licence and that the grant does not infringe third party rights, including copyright and performers' rights. Licensor indemnifies Licensee for any loss or liability arising from breach of this warranty.	Licensor warrants that they are entitled to grant Licence and that the grant does not infringe third party rights, including copyright and performers' rights. Licensor indemnifies Licensee for any loss or liability arising from breach of this warranty.	Licensor warrants that they are entitled to grant Licence and that the grant does not infringe third party rights, including copyright and performers' rights. Licensor indemnifies Licensee for any loss or liability arising from breach of this warranty.	Licensor warrants that they are entitled to grant Licence and that the grant does not infringe third party rights, including copyright and performers' rights. Licensor indemnifies Licensee for any loss or liability arising from breach of this warranty.
<b>Territory</b>					
Australia, Australia and New Zealand, Everywhere, other?					
Everywhere.	Everywhere.	Australia & New Zealand.	<input type="checkbox"/> Australia <input type="checkbox"/> Everywhere <input type="checkbox"/> Other; specify _____	Everywhere.	Everywhere.
<b>Scope</b>					
What Rights are covered? Use, Development of Derivatives, Exploitation/Supply, Sub-licensing?					
Licensor may: • Use the Material for personal or ordinary internal activities; • Exploit the Material as set out under "Economic Rights" below.	Licensor may: • Use the Material for personal or ordinary internal activities; • Exploit and (to a limited extent) Sub-licence the Material - as set out under "Economic Rights" below.	Licensor may: • Use the Material for personal or ordinary internal activities; • Exploit and (to a limited extent) Sub-licence the Material - as set out under "Economic Rights" below.	Licensor may: • Use the Material for personal or ordinary internal activities, subject to "Special Conditions" below; • Exploit and (to a limited extent) Sub-licence the Material - as set out under "Economic Rights" below.	Licensor may exercise: • such User Rights; • such Development Rights as are specified in relation to the selected Licence - see relevant Item Entry under "Licence Fee, Deliverables and Pricing" below. Licensor may not: • Supply; or • Sub-licence the Material.	Licensor may: • exercise full User Rights; • Develop Derivatives, as set out under "Development of Derivatives" below, for Educational Purposes only. Licensor may not: • Supply; or • Sub-licence the Material.
<b>Interpretation of Licence Conditions</b>					
Specify any additional documents which may assist in interpretation of the Licence.					
The Licence shall be construed in accordance with the <i>AEShareNet</i> Charter. The Licensee (whether or not a Member) undertakes to abide by the Charter as if they are a Member, including the provisions relating to resolution of Disputes.	The Licence shall be construed in accordance with the <i>AEShareNet</i> Charter. The Licensee (whether or not a Member) undertakes to abide by the Charter as if they are a Member, including the provisions relating to resolution of Disputes.	The Licence shall be construed in accordance with the <i>AEShareNet</i> Charter. The Licensee (whether or not a Member) undertakes to abide by the Charter as if they are a Member, including the provisions relating to resolution of Disputes.	The Licence shall be construed in accordance with the <i>AEShareNet</i> Charter. The Licensee (whether or not a Member) undertakes to abide by the Charter as if they are a Member, including the provisions relating to resolution of Disputes.	The Licence shall be construed in accordance with the Licence Glossary & Explanation and the <i>AEShareNet</i> Charter. The Licensee (whether or not a Member) undertakes to abide by the Charter as if they are a Member, including the provisions relating to resolution of Disputes.	The Licence shall be construed in accordance with the Licence Glossary & Explanation and the <i>AEShareNet</i> Charter. The Licensor and Licensee (whether or not either is a Member) undertake to abide by the Charter as if both are Members, including the provisions relating to resolution of Disputes.

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<b>Special Conditions</b> Specify any additional conditions not inconsistent with matters covered elsewhere.					
Nil.	Nil.	Nil.	<i>Warning:</i> Licensors should have legal advice regarding particulars to be completed: _____ _____	Circumvention of a technological protection measure is not permitted.	Circumvention of a technological protection measure is not permitted.

### Use / User Rights

<b>Use / User Rights and Copies</b> Specify scope of use and Copying permitted, and Copyright Information to be retained on Copies.					
Comprehensive right to Use; unrestricted Copies permitted. Original Copyright Information (including <i>AEShareNet-U</i> Licence Mark) must be retained.	Comprehensive right to Use; unrestricted Copies permitted. Original Copyright Information (including <i>AEShareNet-P</i> Licence Mark) must be retained.	Comprehensive right to Use; unrestricted Copies permitted. Original Copyright Information (including <i>AEShareNet-S</i> Licence Mark) must be retained.	Comprehensive right to Use; unrestricted Copies permitted, subject to "Special Conditions" above. Original Copyright Information (including <i>AEShareNet-C</i> Licence Mark) must be retained.	Copies only in accordance with Item Entry for selected Licence - see under "Licence Fee, Deliverables and Pricing" below. Original Copyright Information (including <i>AEShareNet-E</i> Licence Mark) must be retained.	Copies permitted for Educational Purposes only. Original Copyright Information (including <i>AEShareNet-FfE</i> Licence Mark) must be retained. If part only is Copied, excerpt must not mislead or deceive.

### Development of Derivatives

<b>Contextualisations / Edited Versions</b> Specify if permitted. If so, specify any Vetting requirements, and Copyright Information to be retained.					
Contextualisation permitted. Vetting not required. The fresh layer of copyright (if any) arising from Contextualisation is Consolidated with original owner. Original Copyright Information (including <i>AEShareNet-U</i> Licence Mark) must be retained, subject to appropriate Disclaimer.	Contextualisation permitted for Training Packages only, as stipulated in the Package. Vetting not required. The fresh layer of copyright (if any) arising from Contextualisation is Consolidated with original owner. Original Copyright Information (including <i>AEShareNet-P</i> Licence Mark) must be retained, subject to appropriate Disclaimer.	Contextualisation permitted. Vetting not required. The fresh layer of copyright (if any) arising from Contextualisation is Consolidated with original owner. Original Copyright Information (including <i>AEShareNet-S</i> Licence Mark) must be retained, subject to appropriate Disclaimer.	Contextualisation permitted. Vetting not required. The fresh layer of copyright (if any) arising from Contextualisation is Consolidated with original owner. Original Copyright Information (including <i>AEShareNet-C</i> Licence Mark) must be retained, subject to appropriate Disclaimer.	Edited Versions only in accordance with Item Entry for selected Licence - see under "Licence Fee, Deliverables and Pricing" below. Vetting not required. There is no fresh layer of copyright so ownership issues do not arise. Original Copyright Information (including <i>AEShareNet-E</i> Licence Mark) must be retained, subject to appropriate Disclaimer.	Edited Versions permitted for Educational Purposes only. Vetting not required. There is no fresh layer of copyright so ownership issues do not arise. Original Copyright Information (including <i>AEShareNet-FfE</i> Licence Mark) must be retained, subject to appropriate Disclaimer. Edited Version must not mislead or deceive.

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<b>Enhancements</b> Specify if permitted. If so, specify any <i>Vetting</i> requirements, and <i>Copyright Information</i> to be retained.					
Enhancements Permitted. <i>Vetting</i> not required. Concurrent copyright. Licensee permitted to apply own Copyright Statement to the Enhanced Material. Original Copyright Statement not required nor permitted.	Enhancements not permitted. <i>Vetting</i> and ownership issues do not arise.	Enhancements permitted. <i>Vetting</i> not required. Copyright Consolidated with original owner. Original Copyright Information (including <i>AEShareNet-S</i> Licence Mark) must be retained, subject to appropriate Disclaimer.	<input type="checkbox"/> Enhancements permitted. <input type="checkbox"/> <i>Vetting</i> required. Copyright Consolidated with original owner. Original Copyright Information (including <i>AEShareNet-C</i> Licence Mark) must be retained, subject to appropriate Disclaimer. (Or as negotiated during <i>Vetting</i> .)	Enhancements only in accordance with Item Entry for selected Licence - see under "Licence Fee, Deliverables and Pricing" below. <i>Vetting</i> not required. Copyright Consolidated with original owner. Original Copyright Information (including <i>AEShareNet-E</i> Licence Mark) must be retained, subject to appropriate Disclaimer.	Enhancements not permitted. <i>Vetting</i> and ownership issues do not arise.
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<b>Compilation</b> Specify if permitted. If so specify any <i>additional</i> <i>Vetting</i> required when incorporating the Licensed material (including a Contextualisation/Edited Version or Enhancements) within a <i>Compilation</i> ; and <i>Copyright Information</i> to be retained.					
Inclusion in <i>Compilation</i> permitted. <i>Vetting</i> not required. Copyright Partitioned. Copyright Information as above for included Material. Licensee applies own Copyright Statement to the <i>Compilation</i> .	Inclusion in <i>Compilation</i> permitted. <i>Vetting</i> not required. Copyright Partitioned. Copyright Information as above for included Material. Licensee applies own Copyright Statement to the <i>Compilation</i> .	Inclusion in <i>Compilation</i> permitted. <i>Vetting</i> not required. Copyright Partitioned. Copyright Information as above for included Material. Licensee applies own Copyright Statement to the <i>Compilation</i> .	<input type="checkbox"/> Inclusion in <i>Compilation</i> permitted. <input type="checkbox"/> <i>Vetting</i> required for the context of inclusion (but not whole <i>Compilation</i> .) Copyright Partitioned. Copyright Information as above for included Material. Licensee applies own Copyright Statement to the <i>Compilation</i> . (Or as negotiated during <i>Vetting</i> .)	Inclusion in <i>Compilation</i> only in accordance with Item Entry for selected Licence - see under "Licence Fee, Deliverables and Pricing" below. <i>Vetting</i> not required. Copyright Partitioned. Copyright Information as above for included Material. Licensee applies own Copyright Statement to the <i>Compilation</i> .	Inclusion in <i>Compilation</i> permitted for Educational Purposes only. <i>Vetting</i> not required. Copyright Partitioned. Copyright Information as above for included Material. Licensee applies own Copyright Statement to the <i>Compilation</i> .

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Licensor does not require to receive Copies of any Derivative version of the Material.	Creation of Enhancements not permitted, so provision of Copies does not arise.	Licensor entitled to request Copies of any Enhancement.	Licensor entitled to receive Copies of final form of Enhancement, or any Material which is required to have been Vetted.	Licensor does not require to receive Copies of any Derivative version of the Material.	Licensor entitled to request Copies of any Enhancement.

**Moral Rights**

<b>Moral Rights</b> Who is responsible for ensuring that Moral Rights of authors are not infringed?					
Licensor warrants that any actions taken under the Licence will not infringe the author's rights of attribution and integrity; Licensor indemnifies Licensee. In relation to actions which may constitute false attribution, Licensee should make own judgments and obtain any consent that may be necessary; Licensee indemnifies Licensor.	Licence excludes any act which would constitute an infringement of a Moral Right of the author(s). Licensee should make own judgments and obtain any consent that may be necessary. Licensee indemnifies Licensor.	Licence excludes any act which would constitute an infringement of a Moral Right of the author(s). Licensee should make own judgments and obtain any consent that may be necessary. Licensee indemnifies Licensor.	To the extent Vetting occurs Licensor should make appropriate judgments; Licensor indemnifies Licensee. Otherwise licence excludes any act which would constitute an infringement of a Moral Right of the author(s); Licensee indemnifies Licensor.	Licence excludes any act which would constitute an infringement of a Moral Right of the author(s). Licensee should make own judgments and obtain any consent that may be necessary. Licensee indemnifies Licensor.	Licence excludes any act which would constitute an infringement of a Moral Right of the author(s). Licensee should make own judgments and obtain any consent that may be necessary. Licensee indemnifies Licensor.

**Economic Rights**

<b>Exploitation / Supply Rights</b> Specify Class of person to whom Licensee is permitted to Exploit / Supply the Material.					
Licensee permitted to Exploit to any End-user, whether Member or not.	Licensee permitted to Exploit to any End-user, whether Member or not.	Licensee permitted to Exploit to any End-user, whether Member or not.	<input type="checkbox"/> Class A (Body Politic) <input type="checkbox"/> Class B (statutory corporation) <input type="checkbox"/> Class C (other corporation) <input type="checkbox"/> Class D (natural person) <input type="checkbox"/> Class E (non-Australian) <input type="checkbox"/> All Classes of Member <input type="checkbox"/> Any End-user <input type="checkbox"/> Other, specify _____	The Licensee is an End-user, and is not permitted to Supply the Material to a Third Party, except to limited extent covered under User Rights.	The Licensee is an End-user, and is not permitted to Supply the Material to a Third Party, except to limited extent covered under User Rights.

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<b>Distribution Mode</b> Specify permitted modes of Exploitation / Supply, eg: print formats, public performance, communication to the public, any modes, other (as specified) or none.					
Any.	Any.	Any.	<i>Warning:</i> Licensors should have legal advice regarding particulars to be completed: _____	Not applicable.	Not applicable.

<b>Sub-licensing Rights</b> Can Licensee grant permission to Third Parties to Use, Develop Derivatives or Exploit / Supply the Material?					
The issue does not arise. Sub-licensing the original Material is never necessary as anyone is directly entitled to exercise a Licence to any Material which properly retains the <i>AEShareNet-U</i> Licence Mark. In relation to an Enhancement, the right to claim copyright includes a right (as principal) to grant a Licence.	Limited Sub-licensing. Sub-licensing is not generally necessary as anyone is entitled to take out a Licence for any Material which properly retains the <i>AEShareNet-P</i> Licence Mark.	Limited Sub-licensing. Sub-licensing is not generally necessary as anyone is entitled to take out a Licence for any Material which properly retains the <i>AEShareNet-S</i> Licence Mark.	Limited Sub-licensing. Sub-licensing is not necessary for those Classes of Members entitled (see under "Licensee" below) to take out a Licence for any Material which properly retains the <i>AEShareNet-C</i> Licence Mark.	The Licensee is an End-user and is not permitted to Sub-license the Material. Sub-licensing Use is not necessary as anyone is entitled to take out a Licence for any Material which properly retains the <i>AEShareNet-E</i> Licence Mark.	The Licensee is an End-user and is not permitted to Sub-license the Material. Sub-licensing Use is not necessary. A Licence is extended separately to anyone who legitimately acquires a Copy which properly bears the <i>AEShareNet-FfE</i> Licence Mark.

<b>Purpose</b> State any restriction on the target group(s) or other purposes for which Material may be Exploited / Supplied and/or Sub-licensed. Specify any conditions on how the net proceeds may be applied.					
No restriction on purpose for which Exploitation and/or Sub-licensing may be undertaken by Licensee. No requirement to apply proceeds for benefit of any particular target group or purpose.	No restriction on purpose for which Exploitation and/or Sub-licensing may be undertaken by Licensee. No requirement to apply proceeds for benefit of any particular target group or purpose.	No restriction on purpose for which Exploitation and/or Sub-licensing may be undertaken by Licensee. No requirement to apply proceeds for benefit of any particular target group or purpose.	<i>Warning:</i> Licensors should have legal advice regarding particulars to be completed: _____ _____	Not applicable. The Material may not be Supplied and/or Sub-licensed.	Not applicable. The Material may not be Supplied and/or Sub-licensed.

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### Remuneration

#### Licence Fee, Deliverables and Pricing

Specify one-off Fees, if any, for the Licence or each Deliverable.

Nil.	Nil.	Nil.	Aggregate Fees as calculated from data entered during Registration and Acceptance, consisting of Item Entries substantially in the following form: <i>&lt;Item Description and conditions&gt; @ &lt;Rate (A\$) per Item&gt; * &lt;Quantity&gt; = &lt;Subtotal&gt;</i> <i>&lt;Licensee Data&gt;</i>	Aggregate Fees as calculated from data entered during Registration and Acceptance, consisting of Item Entries substantially in the following form: <i>&lt;Item Description and conditions&gt; @ &lt;Rate (A\$) per Item&gt; * &lt;Quantity&gt; = &lt;Subtotal&gt;</i> <i>&lt;Licensee Data &gt;</i>	Nil.
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#### Royalties

Specify formula for calculating Royalties.

Nil.	Nil.	Nil.	Royalties calculated from formula entered during Registration and Acceptance, and quantities declared in Licensee Report. Process uses substantially the following structure: <i>&lt;Royaltiable Activity&gt; @ &lt;Rate (A\$)&gt; per &lt;Unit&gt; * &lt;Quantity&gt; = &lt;Subtotal&gt;</i> <i>&lt;Condition / comment&gt;</i>	Royalties calculated from formula entered during Registration and Acceptance, and quantities declared in Licensee Report. Process uses substantially the following structure: <i>&lt;Royaltiable Activity&gt; @ &lt;Rate (A\$)&gt; per &lt;Unit&gt; * &lt;Quantity&gt; = &lt;Subtotal&gt;</i> <i>&lt;Condition / comment&gt;</i>	Nil.
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#### Accounting and Reporting


How often are Royalties due?

Not applicable.	Not applicable.	Not applicable.	Royalties must be accounted for: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Six-monthly <input type="checkbox"/> Annually	Royalties must be accounted for: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Six-monthly <input type="checkbox"/> Annually	Not applicable.
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<i>AEShareNet-U</i>	<i>AEShareNet-P</i>	<i>AEShareNet-S</i>	<i>AEShareNet-C</i>	<i>AEShareNet-E</i>	<i>AEShareNet-FfE</i>
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## Part C: Licence Operation

### Extending a Licence

<b>Licensor</b>					
Who can extend a Licence under this Regime? Any <i>AEShareNet</i> Member? Only some Classes of <i>AEShareNet</i> Member?					
Any <i>AEShareNet</i> Member who claims to be the copyright owner or otherwise entitled to grant the Licence, and is willing to give the (limited) warranties specified under this Protocol.	Any <i>AEShareNet</i> Member who claims to be the copyright owner or otherwise entitled to grant the Licence, and is willing to give the warranties specified under this Protocol.	Any <i>AEShareNet</i> Member who claims to be the copyright owner or otherwise entitled to grant the Licence, and is willing to give the warranties specified under this Protocol.	Any <i>AEShareNet</i> Member who claims to be the copyright owner or otherwise entitled to grant the Licence, and is willing to give the warranties specified under this Protocol.	Any <i>AEShareNet</i> Member who claims to be the copyright owner or otherwise entitled to grant the Licence, and is willing to give the warranties specified under this Protocol.	Any person (Member or not) who claims to be the copyright owner or otherwise entitled to grant the Licence, and is willing to give the warranties specified under this Protocol and to be bound by the Charter in relation to the Licence.
<b>Mandatory Requirements</b>					
Specify the actions necessary in order to extend a Licence, including any Registration requirements and/or Licence Mark to be applied.					
The Licensor must Register the Material at the <i>AEShareNet</i> Website, incorporating a Licence Mark in the following form: <i>AEShareNet-U</i>	The Licensor must Register the Material at the <i>AEShareNet</i> Website, incorporating a Licence Mark in the following form: <i>AEShareNet-P</i>	The Licensor must Register the Material at the <i>AEShareNet</i> Website, incorporating a Licence Mark in the following form: <i>AEShareNet-S</i>	The Licensor must Register the Material at the <i>AEShareNet</i> Website, incorporating a Licence Mark in the following form: <i>AEShareNet-C</i> Checkboxes and customisable details must be completed as appropriate prior to Acceptance.	The Licensor must Register the Material at the <i>AEShareNet</i> Website, incorporating a Licence Mark in the following form: <i>AEShareNet-E</i> Checkboxes and customisable details must be completed as appropriate prior to Acceptance.	The Licensor must apply - within, on or in relation to the Material - a Licence Mark and URL substantially in the following form:  : <URL link to this <i>AEShareNet</i> -FfE Licence Protocol at <i>AEShareNet</i> Website> (An active URL link need not be visible.)
<b>Guidelines</b>					
Specify any additional (recommended but non-binding) actions which may be undertaken in conjunction with the Mandatory Requirements.					
The Licensor may apply - within, on or in relation to the Material: • a Copyright Statement; and/or • a Licence Mark and URL substantially in the following form: <i>AEShareNet-U</i> : <URL link to Material Registration at <i>AEShareNet</i> Website> (An active URL link need not be visible.)	The Licensor may apply - within, on or in relation to the Material: • a Copyright Statement; and/or • a Licence Mark and URL substantially in the following form: <i>AEShareNet-P</i> : <URL link to Material Registration at <i>AEShareNet</i> Website> (An active URL link need not be visible.)	The Licensor may apply - within, on or in relation to the Material: • a Copyright Statement; and/or • a Licence Mark and URL substantially in the following form: <i>AEShareNet-S</i> : <URL link to Material Registration at <i>AEShareNet</i> Website> (An active URL link need not be visible.)	The Licensor may apply - within, on or in relation to the Material: • a Copyright Statement; and/or • a Licence Mark and URL substantially in the following form: <i>AEShareNet-C</i> : For detailed licence conditions see: <URL link to Material Registration at <i>AEShareNet</i> Website> (An active URL link need not be visible.)	The Licensor may apply - within, on or in relation to the Material: • a Copyright Statement; and/or • a Licence Mark and URL substantially in the following form: <i>AEShareNet-E</i> : <URL link to Material Registration at <i>AEShareNet</i> Website> (An active URL link need not be visible.)	The Licensor may apply a Copyright Statement within, on or in relation to a Copy of the Material.

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### Accepting the Licence

<b>Licensee</b>					
Who can accept a Licence under this Regime? Any person; any Member; only some Classes of Member?					
Any person, whether Member or not.	Any person, whether Member or not. <sup>2</sup>	Any person, whether Member or not. <sup>2</sup>	<input type="checkbox"/> Class A (Body Politic) <input type="checkbox"/> Class B (statutory corporation) <input type="checkbox"/> Class C (other corporation) <input type="checkbox"/> Class D (natural person) <input type="checkbox"/> Class E (non-Australian) <input type="checkbox"/> All Classes of Member <input type="checkbox"/> Any person, whether Member or not <input type="checkbox"/> Other, specify _____	Any person, whether Member or not.	Any person, whether Member or not, who legitimately acquires a Copy of the Material which retains an <i>AEShareNet-FfE</i> Licence Mark applied to the Material originally by or with the authorisation of Licensor.
<b>Mechanism for Acceptance</b>					
What formality binds the parties to the Licence . . . mere exercise of the Licence, or formal Acceptance registered at the <i>AEShareNet</i> Website? Specify the Acceptance Model.					
Immediate.	Mediated.	Mediated.	<input type="checkbox"/> Mediated <input type="checkbox"/> Negotiation required (Extended Mediation)	Mediated.	Immediate. A Licence arises automatically when the Licensee legitimately acquires a Copy of the Material - see under "Licensed Material" above. Licensee bound when they exercise the Licence.
<b>Prospective Operation</b>					
Specify how far into the future the Licensee may choose to have the Licence commence.					
Not applicable.	6 months.	6 months.	Specify (up to 36 months):	6 months.	Not applicable.

### Managing the Licence

<b>Varying the Licence</b>					
How can the Licence be varied?					
Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Must be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .

<sup>2</sup> Software changes necessary to allow Associates to transact S and P licences are still under development. It is anticipated that when these changes are made, Members will be able to specify - for each material registered - whether or not Associates may transact a licence for material offered under S and P protocols, as is currently the case for the C protocol.

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<b>Terminating the Licence</b> How can the Licence be terminated?					
By agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	By agreement in writing between the parties. May also be mediated through <i>AEShareNet</i> .	By agreement in writing between the parties. May also be mediated through <i>AEShareNet</i> .	Must be mediated through <i>AEShareNet</i> .	By agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	By agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> . Licensor may curtail use of Licence by substituting versions without <i>AEShareNet-FfE</i> Licence Mark.
<b>Assigning the Licence</b> How can the Licence be assigned?					
Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .	Only by agreement in writing between the parties. Cannot be mediated through <i>AEShareNet</i> .