

**COPYRIGHT LICENSING LIMITED
(t/a Copyright Licensing New Zealand - CLNZ)
ALTERNATIVE DISPUTE RESOLUTION PROCESS**

CLNZ's Alternative Dispute Resolution Process is available to licensees, potential licensees and rightsholders for complaints that have not been able to be resolved through the Complaints Process. The Alternative Dispute Resolution Process will be used prior to initiating any court action (except where court action has been initiated to seek urgent relief).

For Rightsholders:

Disputes relating to distributions are handled in accordance with the *Distribution Policy*. (For reference, the relevant clause of the Distribution Policy is outlined at the end of this document.) Disputes arising out of or in connection with the *CLNZ Rights Agreement* or suspension or termination of the *CLNZ Rights Agreement* will be resolved using the Alternative Dispute Resolution Process.

For Licensees or potential licensees:

Disputes may relate to the terms of a licence or to whether a licence is required for particular uses of copyright material. The Copyright Tribunal is one mechanism for resolving licence disputes, however the Copyright Tribunal can be expensive and time-consuming. The parties may attempt to reach a more timely and cost-effective outcome using the Alternative Dispute Resolution Process. The use of the Alternative Dispute Resolution Process is CLNZ's preferred initial approach for disputes with potential licensees.

The Process

1. The parties shall use their reasonable commercial efforts to resolve the dispute by good faith negotiations between them.
2. Pending resolution of any dispute, the parties will continue to perform their respective obligations under licence or the *CLNZ Rights Agreement* (whichever is applicable) to the extent reasonably practical.
3. If the parties fail to resolve the dispute within 28 business days of a party first notifying the matter as a dispute to the other party¹, the dispute shall, at the instance of any party by notice to the other, be referred for mediation in Auckland, New Zealand to an accredited mediator agreed upon by them, or failing agreement within seven days of the date the requirement to appoint a mediator arises, appointed on the application of any party by the President for the time being of the **Arbitrators' and Mediators' Institute of New Zealand Inc (AMINZ)**.

¹ For clarity, the 28 business days commences from the date that a party notifies CLNZ that it is not satisfied with the outcome of the Complaints Process.

4. Each party agrees to diligently and in good faith co-operate and participate in the mediation process making genuine attempts to find a solution acceptable to the parties.
5. Where the other party (licensee or rightsholder) is not based in Auckland, they may request that the mediation be held by video-conference, in which case, subject to the mediator's approval, the mediation shall be held by video-conference, at CLNZ's cost;
6. If no solution that is acceptable to the parties is found within 30 days of the appointment of a mediator, the parties may take such other steps that are available to them.

CLNZ Distribution Policy, Clause 12, Dispute Resolution

Any dispute regarding an amount paid or payable to a Rightsholder must be made in writing by or on behalf of the Rightsholder and must give the name and address of the person or organisation making the complaint. The matter shall be referred to the CEO of CLNZ for determination. If the matter remains unresolved, it shall firstly be referred to the Board of Directors of CLNZ for decision. If the Rightsholder remains aggrieved, the matter shall be referred to the mediation of a mediator to be agreed by the parties or, where the parties cannot agree on a mediator within 14 days of a party referring a dispute to mediation, appointed by the Chairperson of LEADR New Zealand Incorporated or the Chairperson's nominee, whose decision will be final and binding upon the Rightsholder and CLNZ. The costs and expenses of the mediator shall be shared by the parties equally. Should mediation be unsuccessful, then such dispute may be referred by either party to arbitration of a single arbitrator appointed by the Arbitrators Institute of New Zealand or its nominee and the decision of the arbitrator shall be binding on the parties.