

COPYRIGHT POLICY
FOR
MAHARASHTRA STATE BUREAU OF TEXTBOOK PRODUCTION
AND
CURRICULUM RESEARCH
“BALBHARATI”
2017-2018

M. S. Bureau of Text Book Production & Curriculum Research, (Balbharati)
Pune – 411004

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Chapter 1: Preamble

Maharashtra State Bureau of Textbook Production and Curriculum Research, Pune (**“Balbharati”**) is an autonomous institution established on 27th January 1967 based on the recommendations of the Kothari Commission. The main objective of Balbharati is to create textbooks for grade I to XII basis the Government approved curriculum, as well as prepare and publish other educational material in the state of Maharashtra. Balbharati has formulated this Policy to achieve the following objectives:

- 1.1 To aid and promote advancement of education in general and of primary and secondary education in general;
- 1.2 To produce school textbooks, hand-books for teachers, work-books for pupils and other educational literature useful for furtherance of teaching or learning in educational institutions;
- 1.3 To encourage and procure expert authors having knowledge and experience of modern methods of education to write in different language textbooks on various subjects suited to the requirements of the curricula and syllabi prescribed by Government or other appropriate authority in that behalf for various courses of education and to apply for and obtain the approval or sanction of Government or other appropriate authority thereto;
- 1.4 To print, publish, stock, distribute and sell or enter into any arrangement for printing, publishing, stocking, distribution and sale of textbooks approved, sanctioned or assigned by Government or other appropriate authority and any other publications which Balbharati may decide to publish, with a view to making the same available at a fair and reasonable price;
- 1.5 To undertake and promote with suitable grant-in aids, research for the improvement of curricula for primary, secondary and higher secondary stages of education;
- 1.6 To undertake and promote with suitable grants-in-aid, research for the preparation and production of school textbooks and books intended for supplementary reading at all stages of school-education indicated in clause 1.5 above;
- 1.7 To regulate and fix prices of the publications of the society consistent with its objects;

- 1.8 To develop curricula on the basis of research and recommend them to Government and other appropriate authorities for adoption;
- 1.9 To advise and assist Government and other appropriate authorities in all matters concerning the experimental development and revision of curricula, textbooks and supplementary reading materials, when called upon to do so;
- 1.10 To make available quality material at a low price;
- 1.11 To undertake educational research for improving the curriculum and instructional materials.

Mandate of Balbharati is as mentioned below:

1. To prepare textbooks for all the primary schools in Maharashtra (Grades I to X); (to be extended to Grades I to XII from academic year 2019-20)
2. To print and distribute textbooks of all subjects for all the primary, secondary and higher secondary schools in Maharashtra;
3. To make available quality material a low price;
4. To prepare other instructional materials for schools in Maharashtra including teachers handbooks, teachers editions, dictionaries and supplementary books;
5. To undertake educational research for improving the curriculum and instructional materials;
6. Balbharati has assured to achieve learning outcome(s) through its contents developed for schools in the state of Maharashtra. Many publishers/tutorials have utilized the learning material(s) developed by Balbharati in print and digital form for their respective commercial purpose(s). In order to support and encourage content creators who have the ability and intent to respect policy and honour compliances and discourage illegal practices and practitioners, Balbharati has decided to levy a Licence Fee for the usage of its print and digital content(s) which will be utilized for education related purposes.

Chapter 2: Copyright Licence for use of Balbharati's Contents

2.1 Scope of Licence

- (i) Balbharati envisions a non-exclusive, revocable, non-transferable Licence to be granted to Authorized Users in relation to its Contents, under the terms of a Licensing Agreement.
- (ii) Balbharati treats the rights granted under the Licence as the basic means of obtaining certain publication rights; to further disseminate information, to protect works from plagiarism and any other unauthorized uses; and for developing a sustainable model by charging Licence Fees from the Authorized Users.
- (iii) Apart from Authorized users no other agencies/companies/entities are allowed to reproduce Balbharati content in any form.
- (iv) The Licence under the terms of the Policy will be applicable for Physical Contents and Digital Contents as well as tuition class content.
- (v) The licence registration process will be open throughout the year, however the licence holders are required to renew the licence every year. It is to be noted that licence is valid from 1st May to 30th April of a year. Existing licensee are required to renew the licence annually as per the new announced rate.
- (vi) The Licence may be granted for limited use by the Authorized Users in relation to reproduction or adaptation of parts of Balbharati's Physical Contents and Digital Contents for preparation of Supplementary Material, including preparation of educational software comprising Balbharati's Contents, preparation of Supplementary Materials to be utilized by tuition classes, the exact reproduction, modification and adaptation therein as well as creation of inter-active educational material in multi-media, audio or visual format.
- (vii) Except as otherwise provided in the Licensing Agreement, the Authorized Users shall not make sound/visual recordings of Balbharati's Contents for production, sale, distribution or otherwise.
- (viii) A complete list of Authorized Users to whom a Licence has been granted for use of Balbharati's Contents shall be published on official portal www.ebalbharati.in.
- (ix) Balbharati will upload the list of authorized license owner on the authorized website of the bureau.
Public schools / Governments schools / Government authorities will be directed to ensure procurement of products / services from only such licensee
- (x) This is a licence registration process and not empanelment.
- (xi) Balbharati, upon giving a reasonable notice to the Authorized Users, shall have the right to inspect the premises of the Authorized Users

during reasonable business hours, in relation to preparation of Supplementary Materials. The Authorized Users shall make all endeavors to cooperate with Balbharati and produce all such documents, accounts as may be requisitioned.

2.2 Application Form

- (i) The Application Form in relation to such Licence shall be available online and Applicants are required to create a login id in www.ebalbharati.in. Upon creation of a login id, an Applicant can access the registration form.
- (ii) Applicants shall furnish & upload online the following particulars in relation to their Applications:
 - (a) GSTIN certificate;
 - (b) Permanent Account Number (PAN);
 - (c) Auditor (CA) Balbharati Business turnover certified for three years for new registration and for one year for renewal .
 - (d) For individual applicant, latest income tax return copy
 - (e) Company / Firm incorporation certificate
 - (f) Power of Attorney
- (iii) Balbharati has developed a fully automated portal for
 - a) Registration,
 - b) Application,
 - c) Renewal,
 - d) Payment and
 - e) Issuance of licenses

This process will no human intervention apart from the document verification. After each stage the applicant will receive a system generated email and SMS informing about the progress and stage of application. After successful completion of process applicant can download the certificate from the website.
- (iv) New applicants are requested to submit the duly-filled in Application Form for obtaining the Licence, along with an application fee of INR 15000 + GST Rs. 2700/- Total 17,700/- through online mode. The online application form is available on www.ebalbharati.in.
- (v) Existing user are requested to submit the duly-filled in Renewal Application Form for obtaining the Licence, along with an application fee of INR 10,000 + GST Rs. 1800/- Total 11,800/- through online mode. The online renewal application form is available on www.ebalbharati.in.
- (vi) All notifications in relation to the Application status shall be sent to the registered e-mail id(s) and mobile number of the Applicants.

- (vii) Balbharati will scrutinise all Applications in relation to sufficiency and adequacy, and may seek such further additional information, as may be required. After successful completion of the Application process, the Applicants can download the certificate from www.ebalbharati.in.
- (viii) No License Fee will be charged from any school in Maharashtra whose teachers and students use Balbharati's Contents for the purpose of teaching and learning in their school.
- (ix) Publishers/users having a Balbharati turnover shown in income tax returns or certified by the Charter accountant upto INR 15,00,000/- are exempt from buying a License. In case of individuals, applicants having a gross taxable income of less than INR 15,00,000, as per the income tax returns filed, in the preceding financial year, shall be exempt from paying a Licence Fee. But it is required to do on line registration by paying Application fees / renewal fees.
- (x) Applicants can register themselves for obtaining a Licence in relation to Balbharati's Physical Contents and/or Digital Contents and/or tuition class contents, anytime during the year by following the Application Process as set forth above.
- (xi) The registration will be valid up to 30th April every year and the user is required to renew the same for next year by paying the renewal fees.
- (xii) No License Fee, registration and registration fees is required for publication of Science experiment books for purpose of teaching and learning.

2.3 License Fee

- (i) The Licence Fee shall be in the form of annual fee payable by the Authorized Users to utilize Balbharati's Contents under the terms of the Licensing Agreement.
- (ii) The Applicants shall be required to pay the Licence Fee and application fees as may be applicable by way of RTGS/NEFT in the below listed account:
Director, Maharashtra State Bureau of Textbook Production & Curriculum Research, Pune
Account Number: 20062204775
Bank Name: Bank of Maharashtra
Branch: Erandwane
IFSC Code: MAHB0000330
Branch Email Id: bom330@mahabank.co.in.
Branch Code: 330 Upon making the payment to the above-mentioned account, the Applicant shall submit the acknowledgement of such payment to www.ebalbharati.in.

- (iii) Authorized Users may obtain a Licence in relation to preparation of Supplementary Material for print, digital or tuition class content, and will pay Licence Fees decided by Balbharati time to time.
- (iv) For obtaining a Licence in relation to preparation of Supplementary Material for Physical Contents, Digital Contents or tuition class content, for Grades I to XII, Authorized Users can choose from the below 3 (three) type of Licences: For the 2019-20. it shall applicable for I to XII grade.

Categories of Licence Fees

A. *Physical Contents*

S. No.	Balbharati Specific Turnover	Licence Fee Per Medium, Per Title, Per Grade, Per Year (INR) for Marathi and English exclusive of GST.	Licence Fee Per Medium, Per Title, Per Grade, Per Year (INR) for Hindi, Urdu and Gujarati exclusive of GST.	Licence Fee Per Medium, Per Title, Per Grade, Per Year (INR) for Kannada, Sindhi and Telgu exclusive of GST.
1	Upto INR 15 Lakhs	0	0	0
2	From INR 15 Lakhs to INR 50 Lakhs	2000	1000	500
3	From INR 50 Lakhs to INR 2 Crores	4000	2000	1000
4	From INR 2 Crores to INR 3 Crores	8000	4000	2000
5	From INR 3 Crores to INR 5 Crores	16000	8000	4000
6	From INR 5 Crores to INR 15 Crores	31000	16000	8000
7	From INR 15 Crores to INR 25 Crores	47000	23500	11750
8	Exceeding INR 25 Crores	63000	31000	16000

B. *Digital Contents*

S. No.	Balbharati Specific Turnover	Licence Fee Per Medium, Per Title, Per Grade, Per Year (INR) for Marathi and English exclusive of GST.	Licence Fee Per Medium, Per Title, Per Grade, Per Year (INR) for Hindi, Urdu, Gujarati, Kannada, Sindhi and Telgu exclusive of GST.
1	Upto INR 15 Lakhs	0	0
2	From INR 15 Lakhs to INR 2 Crores	3880	1950
3	From INR 2 Crores to INR 5 Crores	7750	3880

4	From INR 5 Crores to INR 10 Crores	15500	7750
5	Exceeding INR 10 Crores	31000	15500

C. Tuition Class Contents

S. No.	Balbharati Specific Turnover	Licence Fee Per Medium, Per Title, Per Grade, Per Year (INR) for Marathi and English	Licence Fee Per Medium, Per Title, Per Grade, Per Year (INR) for Hindi, Urdu, Gujarati, Kannada, Sindhi and Telgu
1	Upto INR 15 Lakhs	0	0
2	From INR 15 Lakhs to INR 2 Crores	4380	2190
3	From INR 2 Crores to INR 5 Crores	8750	4380
4	From INR 5 Crores to INR 10 Crores	17500	8750
5	Exceeding INR 10 Crores	35000	17500

In relation to the Licence Fee above for Physical Contents, Digital Contents and tuition class contents, the following provisions will be applicable *mutatis mutandis* to the Authorized Users:

- (a) Publishers/users having a balbharati turnover shown in income tax return up to INR 15,00,000/- are exempt from buying a License. In case of individuals, Applicants having a gross taxable income of less than INR 15,00,000, as per the income tax returns filed, in the preceding financial year, shall be exempt from paying a Licence Fee.
- (b) The Licence Fee and Application Fee (New Applicant / renewal) is not refundable and is exclusive of GST and other applicable taxes which the Applicant would pay, in accordance with the extant laws.
- (c) For academic year 2019-20 licence fees for Grade I - XII will be applicable

2.4 Licensing Agreement

- (i) By and pursuant to the terms of the Licensing Agreement, the Authorized Users shall have a limited and non-exclusive right to prepare and publish Supplementary Materials for commercial use of utilizing Balbharati's Contents.
- (ii) The Authorized Users shall undertake not to produce material in any media or form which is unauthentic, objectionable or inappropriate and accordingly shall take all precautions and measures to safeguard Balbharati's contents;
- (iii) The soft copy for the new syllabus books of Balbharati's Contents will be made available to the Authorized Users as soon as it is ready for printing. Such Supplementary Materials may be sold by Authorized Users 30 (thirty) days from the date of release of books by Balbharati. The soft copy(s) for the re-print Supplementary Materials shall be provided by the first week of November every year.
- (iv) Any alterations including but not limited to additions or omissions or deletions or modification (by whatever name called) shall be notified by Balbharati.
- (v) All Supplementary Materials published by the Authorized Users under the terms of the Licence shall contain registration number provided by Balbharati and Authorized Users are advised to display it a conspicuous place in such Supplementary Materials. For academic year 2019-20, printing of registration number in books is mandatory, however for old stock is exempted for this year only this would be discussed in the month of Oct-Nov 2019 for next academic year and final decision would be taken regarding exemption).The Authorized Users shall execute a Licensing Agreement with Balbharati,
- (vi) The Authorized user will not disclose the Licence Fee to any stakeholder in any form.
- (vii) All publishers are required to adhere to the provisions of "The Rights of Persons with disabilities Act 2016" and rules, guidelines and Govt. Resolutions made thereunder.

2.5 Disclaimer of Warranties

- (i) The Licence shall not transfer any Intellectual Property Rights or any other rights in the Physical Contents and/or Digital Contents, to the Authorized User.
- (ii) All other rights and other incidental and ancillary rights thereto not expressly granted including Intellectual Property Rights of the Contents shall always vest solely and exclusively with Balbharati and Balbharati shall use or exploit or enforce such rights in any manner it deems, fit and necessary.
- (iii) Balbharati will make reasonable endeavors to ensure that the Contents are complete and accurate. However, Balbharati does not warrant their

completeness or accuracy and does not warrant that the use of Contents will be uninterrupted or error free, or that the results obtained will be useful or will satisfy the user's requirements.

2.6 Liability

Balbharati shall not be responsible to any Authorized User, publisher, distributor, or any other person for any special, incidental, or consequential damages of any character, including without limitation, damages arising out of errors or inaccuracies in the Physical Contents and/or Digital Contents.

2.7 Violation of Balbharati Copyright Policy

- (iv) Bureau shall blacklist any unauthorized user resulting due to non-payment or non-registration
- (v) Bureau would take following actions on publishers found making excessive and repetitive mistakes in books
 - a Notice will be sent to the concerned publishers
 - b If no action taken by the concerned publisher then a warning will be given
 - c Further to this a hearing will be called by Bureau appointed arbitrators
 - d Any and all decisions taken by bureau will be final
- (iii) If any person is found to be involved in piracy of Balbharati related contents and/or any activity of piracy or balbharati received complaint from developer regarding piracy activity then , Balbharati shall send a notice to such person explaining the reason(s) for such piracy. If the person fails to reply or if the reply is found to be unsatisfactory, the issue shall be resolved by a sole arbitrator, appointed by Balbharati, under the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding.
(All concerns should note that Balbharati is not responsible for any type of piracy, branding activity . The license or registration is only limited to the use of Balbharati content in commercial study material only.)
- (vi) Sue the Authorised Users for breach of Licensing Agreement;
- (vii) Restrain the infringement of the copyright, if the Authorized User acts beyond the scope of his rights granted by the Licence;
- (viii) If the Authorized User commits a breach of trust or confidence, a suit for redressed;
or
- (ix) Blacklist the Authorized User from the future publication and sales of Supplementary Materials.

Chapter 3: Balbharati Copyright Policy Advocacy

- 3.1 All disputes and claims relating to the Balbharati Copyright Policy, including the disputes and claims arising out of the Licensing Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.
- 3.2 Bureau reserves right to review the licensing fee every year and may or may not increase the fees. However, bureau's decision shall be final and binding on all the users.
- 3.3 This Balbharati Copyright Policy strives to infuse confidence amongst publishers, students, coaching classes, educational institutions and other stakeholders in relation to protection and promotion of copyright. Basis the feedback received from various stakeholders as well as the comments received by the review committee, Balbharati shall modify, amend, alter or repeal the policy subsequently.
- 3.4 Teachers and students have an additional responsibility to:
- (i) Make an effort to become aware of their rights and obligations in relation to copyright, including moral rights obligations;
 - (ii) Adhere to the requirements of the Copyright Act and procedures when using copyright works;
 - (iii) Consult with supervisors when preparing study material, to ensure compliance with the requirements of the Copyright Act as well as the terms of Licence;
 - (iv) Report any infringement or violation of copyright and commercial exploitation of Balbharati's Contents;
 - (v) Making reasonable provision to limit the use of photocopying and scanning equipment to legitimate purposes by means of a copyright notice posted near machines.
- 3.5 Further, schools have an obligation to work with Balbharati to manage the copyright Licences effectively. This requires:
- (i) Participating from time-to-time in surveys of use of copyright material;
 - (ii) Considering the cost of using materials; and
 - (iii) Utilizing IP registration tools for managing copyright material effectively.
- 3.6 It is necessary to include a copyright notice on original material in order for it to be protected by law. Additionally, for administrative reasons, it is also important that a copyright notice be included on all material which schools publish. This enables other parties to identify the copyright owner and how to contact them about reproducing or communicating the material.

GLOSSARY

“Applicants” Means such persons who have submitted an application for grant of Licence under the Balbharati Copyright Policy.

“Application Form” has the meaning as set out in Clause 2.2 of the Policy.

“Authorized Users” Means the publishers, educational institutions, including but not limited to coaching classes, home-tutors, schools, persons using Balbharati’s Contents for private circulation and such other persons to whom a Licence has been granted, under the terms of Licensing Agreement and upon payment of a Licence Fee, for preparation, publication, sale and distribution of Supplementary Materials, in accordance with Balbharati’s Contents.

“Balbharati” Means Maharashtra State Bureau of Textbook Production and Curriculum Research, Pune.

“Balbharati Copyright Policy” or Policy Means this copyright policy published by Balbharati.

“Balbharati Specific Turnover” Turnover of an entity from Balbharati related content, which fall under the ambit of this copyright policy.

“Contents” Means the Physical Contents and Digital Contents of Balbharati.

“Copyright Act” Means the Copyright Act, 1957, as amended from time to time.

“Copyright Rules” Means the Copyright Rules, 2013, published in exercise of the powers conferred by section 78 of the Copyright Act.

“Digests or Guides” Means and includes books containing questions or problems or incomplete sentences or incomplete paragraphs or mathematical problems or graphical problems and the answers and/or solutions printed according to chapters or subject or type of questions, bearing a reference, either directly or indirectly, to Balbharati’s Contents and may or may not contain the summary of the chapters or model practice question papers or question papers from the past exams.

“Digital Contents” Means all works in respect of the contents published by Balbharati in electronic or digital form, including the rights therein.

“Government” Means Government of the state of Maharashtra.

“Intellectual Property Rights” Mean and include copyrights both registered and non-registered, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs (both industrial and layout), moral rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights and all those special rights conferred as on owner of a literary works under the Copyright Act.

“Licence” Means the non-exclusive license granted by Balbharati to Authorized Users, under this Balbharati Copyright Policy and upon execution of a Licensing Agreement.

“Licence Fee” has the meaning as set out in Clause 2.3 of the Policy.

“Licensing Agreement” has the meaning as set out in Clause 2.4 of the Policy.

“Physical Contents” Means textbooks, workbooks, handbooks and such other materials as may be published in the physical format by Balbharati.

“Supplementary Materials” Means and includes textbooks, Digests, Guides, Work Books, Practical Books and Question Paper Banks and such other materials, prepared by persons, including preparation of educational software comprising Balbharati’s Contents; the exact reproduction, modification and adaptation therein as well as creation of inter-active educational material in multi-media, audio or visual format, in relation to preparation of Supplementary Materials contained herein.

“Work Books or Practical Books” Means and includes books containing questions or problems or incomplete sentences or incomplete paragraphs or mathematical problems or graphical problems according to chapters or subject or type of questions along with space provided for students to answer the questions or solve the problems or complete the incomplete sentences or paragraphs, bearing a reference, either directly or indirectly, to Balbharati’s Contents and may or may not be provided the answers or solutions, or summary of chapters or model practice question papers or question papers from the previous exams, therein.
