



MAURITIUS NATIONAL ASSEMBLY

Rules On

Use of Signals

On

the Internet

RULES

Prescribed by the Speaker under Standing Order 69(5) of the Standing Orders and Rules of the National Assembly

Content

For these purposes, "Parliamentary proceedings" mean proceedings in the Chamber of the National Assembly.

The Material remains Parliamentary copyright and all rights are reserved.

"Material" in these Rules means signals and other metadata, data attached thereto.

Access to content

The Material is to be made available live to users through a broadcast distribution network. It is the responsibility of the user to arrange onward connection of the signal to their organisation. Copies of televised coverage of Parliamentary proceedings can also be obtained from the Office of the Clerk of the Mauritius National Assembly upon special request.

Use of Content

The user is permitted the use of the Material on the latter's website as approved by the Clerk of the National Assembly on application.

Conditions of Use

The use of the Material under this licence is subject to compliance with the present Rules.

It shall be the user's responsibility to ensure compliance with these and any other Rules issued by the Mauritius National Assembly as to the use of coverage.

Internet use and Embedding material on websites

The user may utilize the Material on the internet subject to the following conditions:

- (a) the video content is "watermarked" (*original watermark for video images of the National Assembly*) in a manner so as to show its origin.

- (b) where embedding is permitted from a website under the direct control of the user, the user shall require anyone embedding the Material to comply with the attached ***Mauritius National Assembly Embedding Terms of Use***. In the event that the user becomes aware of non-compliance with those Terms, the user shall immediately cease to permit the embedding of the Material.
- (c) where the Material is published on other websites personally associated with the user (such as a YouTube Channel or a Facebook page), the user shall first obtain confirmation:
 - (i) that the Website shall unconditionally permit the removal of the Material by the user or the Mauritius National Assembly at any time and without notice;
 - (ii) that there shall be no advertising displayed on the same screen as the video recording of televised coverage where that video recording represents the majority of the content on any page of the website or where the page would not exist without the video recording. In other cases, advertising may be permitted, but not where there is any connection between the advertising and the video recording and;
 - (iii) that the Website shall not provide the Material to anyone else, other than by permitting embedding. Where the Website permits embedding, the user shall require that anyone embedding the Material must comply with the attached ***Mauritius National Assembly Embedding Terms of Use***.
- (d) In the event that the user becomes aware of non-compliance with condition (c)(ii) or (iii) the user must ensure that the Website immediately ceases to permit the embedding of the Material or must immediately remove the Material.

Restrictions on Advertising

The user shall ensure that:

- (a) no advertisement is inserted during or adjacent to any live broadcast or recorded extract of parliamentary proceedings which could reasonably be seen as calculated, by its placement, to exploit the subject matter of those proceedings;

- (b) no advertisement which features or refers to Members of Parliament, parliamentary parties, or which makes use of a parliamentary setting, is inserted in or adjacent to any live broadcast or recorded extract of parliamentary proceedings.

Liability

The user shall indemnify the Mauritius National Assembly against all liabilities, claims, demands, actions, costs (including legal costs and expenses of the user and, where appropriate, of the Claimant and other parties and any sums paid by way of compensation or costs by the Mauritius National Assembly to compromise or settle any claim), damages and loss (“Liabilities”) arising out of any breach by the user of any of the terms of these Rules and shall indemnify the Mauritius National Assembly against all Liabilities in respect of material transmitted by the user.

The Mauritius National Assembly shall be entitled to take all reasonable steps in the conduct of proceedings relating to such a claim, including the settlement of such a claim on such terms as the Mauritius National Assembly decides. The Mauritius National Assembly shall notify the user of any claim for which the user is liable to indemnify it under the terms of this clause as soon as reasonably practicable and shall supply to the user all information and documents relating to the claim as the user may reasonably request as soon as reasonably practicable.

Variation

These Rules may be varied or revoked by the Speaker at any time.

Where the Rules are varied, the user shall comply with the Rules as so varied as soon as reasonably practicable after being given notice by the Mauritius National Assembly of the variation.

The Mauritius National Assembly Embedding Terms of Use

The Mauritius National Assembly permits the user to embed its video and audio material on the user’s website as long as the user agrees to various conditions (see below). Please note:

- This is for use on the user’s personal website.
- Only the supplied code can be used.

- The video or audio of the recordings cannot be edited in any way.
- The Mauritius National Assembly can remove the recording without notice.
- The Mauritius National Assembly makes this recording available at the user's own risk.
- The Recordings cannot be placed on sites that contain illegal or offensive material.
- The Recordings cannot be placed on certain sites that contain advertising.
- The embedding of the Mauritius National Assembly recordings is not the Mauritius National Assembly's endorsement of the user's website.

The Mauritius National Assembly **Embedded Recording Licence Terms.**

By embedding the Mauritius National Assembly Recordings on the user's website ("Site") the user agree to the terms set out below.

1. Approval of the Clerk of the Mauritius National Assembly

- 1.1 Subject to these Terms the Mauritius National Assembly grants the user a non-exclusive approval to display on the user's Site recordings of the Mauritius National Assembly Proceedings.
- 1.2 All rights including intellectual property rights shall remain the property and copyright of the Mauritius National Assembly.

2. Use of the Mauritius National Assembly Recordings

- 2.1 The user may only embed the Mauritius National Assembly Recordings on websites that are not excluded by the Mauritius National Assembly.

The categories of website that are excluded are set out below. Sites that:

Advertise or Promote Commercial activity.

- Promote, encourage or facilitate illegal activity. Encourage hatred on grounds of race, religion, gender, disability, age or sexual orientation or promote, encourage or facilitate anti-social behaviour.
- Lower the dignity of either House or that of individual Members.

- 2.2 Unless expressly permitted by the Mauritius National Assembly in writing, the recordings are for personal non-commercial use only and may not be used for corporate, commercial or professional purposes. Whilst the user may use the recording on an ad-enabled blog or website, the user may not charge users to view the recording.
- 2.3 There should be no advertising displayed on the same screen as the embedded video recording comprising the Services where that video recording represents the majority of the content on any page of the website or where the page would not exist without the video recording. In other cases, advertising may be permitted, but not where there is any connection between the advertising and the video recording.
- 2.4 The user may not alter or add to the Mauritius National Assembly Recording in any way, nor combine the Mauritius National Assembly Recording with any other material.
- 2.5 The user may not suggest any endorsement or approval by the Mauritius National Assembly or any individual Member of the user's Site.
- 2.6 The user may not use the Mauritius National Assembly Recordings in any way that could bring the Mauritius National Assembly or any individual Member into disrepute.
- 2.7 The user accepts and agrees that the Mauritius National Assembly has sole editorial control over all Mauritius National Assembly's Recordings at all times and it may change or remove any recording at its sole discretion.

3. Warranties & Liability

- 3.1 The user warrants that its Site fully complies with all applicable laws and regulations.
- 3.2 Mauritius National Assembly Recordings are made available on an "as is" and "as available" basis and Mauritius National Assembly gives no warranty of any kind in relation to the availability and use of the Recordings.

- 3.3 Mauritius National Assembly has taken reasonable care to ensure that the recording and any related software code contains no errors, viruses or defects, however Mauritius National Assembly does not warrant that this is the case. The user uses Mauritius National Assembly recording at its own discretion and risk and the user is advised to take all reasonable precautions to protect its computer from virus infection.
- 3.4 Mauritius National Assembly will not be liable for any loss or damage which the user may suffer as a result of, or connected to, its use of the Mauritius National Assembly recording.
- 3.5 Each provision of this Clause 3 operates separately in itself and survives independently of the others.

4. Indemnity

- 4.1 In the event that a third party commences legal proceedings against the Mauritius National Assembly as a result of the user's use of the Mauritius National Assembly Recording in breach of these Terms the user agrees to indemnify Mauritius National Assembly in respect of any and all damages, costs and expenses, including reasonable legal fees and litigation expenses, Mauritius National Assembly suffers or incurs as a result of such action.

5. Termination

- 5.1 Mauritius National Assembly may restrict, suspend or terminate any or all Mauritius National Assembly recordings or the user's access to the recordings at any time at its sole discretion without liability.
- 5.2 Clauses 3, 4, 5 and 6 shall survive termination of these Terms.

6. General

- 6.1 The user may not transfer or sublicense any of its rights or obligations under the Licence Terms to any third party.
- 6.2 Any failure or delay by the Mauritius National Assembly in exercising its rights under these Terms shall not be construed as a waiver of those rights.

Prescribed by the Speaker on the fifteen day of December, two thousand and sixteen.

**Santi Bai Hanoomanjee, GCSK (Mrs)
Speaker**