



CARL Statement on Chapter Course Readings Services and Copyright

Recently, a company representing a consortium of Canadian academic publishers has been contacting libraries and instructors to promote an on-demand course readings service. This service allows instructors to request individual book chapters from a curated collection of works for delivery to students via course reserves systems or campus bookstores.

CARL supports the rights of instructors and institutions to access and share course materials in ways that meet their educational needs. We also welcome content providers who develop innovative service models that respond to those needs. However, we are concerned when the service posits an interpretation of fair dealing that does not align with Canadian jurisprudence or the education sector's established best practices.

In an FAQ titled "Our campus copyright policy is that it is 'fair dealing' to use one chapter of a book for educational purposes, without permission and without payment. Does that apply to the chapters on your site?", Canadian CourseReadings claims:

"When chapters and chunks of a book are easily discoverable and available at reasonable prices, we believe it is no longer 'fair dealing' to use them without permission and without payment."

This position misrepresents users' rights and is inconsistent with Canadian jurisprudence. The Supreme Court of Canada has consistently affirmed fair dealing as a users' right deserving of a large and liberal interpretation. For example, in the seminal *CCH Canadian Ltd. v. Law Society of Upper Canada*, the court states the following:

[70]"The availability of a licence is not relevant to deciding whether a dealing has been fair. As discussed, fair dealing is an integral part of the scheme of copyright law in Canada. Any act falling within the fair dealing exception will not infringe copyright. If a copyright owner were allowed to license people to use its work and then point to a person's decision not to obtain a licence as

proof that his or her dealings were not fair, this would extend the scope of the owner's monopoly over the use of his or her work in a manner that would not be consistent with the [Copyright Act](#)'s balance between owner's rights and user's interests.

The disconnect between the company's position and established jurisprudence risks creating confusion within the academic community and may lead institutions and instructors to enter into unnecessary licensing agreements.

CARL remains committed to defending the integrity of fair dealing as a foundational user right in Canadian copyright law. Misrepresentations that narrow its scope—especially those that contradict Supreme Court jurisprudence—threaten to erode the legal protections that support teaching, learning, and research across the country. We urge institutions and instructors to critically assess claims that undermine fair dealing and to remain vigilant against licensing pressures that are not legally required. Upholding a clear and accurate understanding of fair dealing is essential not only for academic freedom, but for preserving access to knowledge in the service of education and the broader public interest.