



Please enter below details of the person who will be responsible for dealing with the CLA Licence and who will act as the main contact.

## Licensing Co-ordinator

Name

---

Position

---

Address

---

(if different from above)

---

Phone

Ext

---

Fax

---

E-mail

---

CLA treats personal information lawfully and correctly. To this end CLA fully endorses and adheres to the principles of data protection, as set out in the Data Protection Act 1998.

---

### Notes

1. List all Subsidiary and associated companies covered by this Licence.
2. Please enter the total number of full time equivalent staff in your organisation. If you have less than 50 employees you qualify as a small business. Please see CLA Rate Card for the appropriate pricing.
3. The number of employees on which the licence fee is based must include all professional employees of all the companies listed which are based in the UK plus the number of Full Time Equivalent Employees of all Subsidiary Companies located outside the UK as agreed between CLA and the licensee. Please refer to the enclosed Rate Card for a definition of professional employee. Please refer to the Licence Terms and Conditions for a definition of Full Time Equivalent Employees.
4. The date on which you wish the licence to commence should be entered here.
5. Indemnity for past copying. By backdating the licence you will be entitled to the indemnity in clause 10 of the Terms and Conditions from the date of commencement whereby all acts done in accordance with the Terms and Conditions will be covered. The maximum term for backdating is six years. Alternatively, if your organisation has been copying for less than six years, please indicate the copying commencement date in the box provided. If no copying has taken place, please tick the 'NO' box on the application form. Please see the current Rate Card for fees relating to indemnity for past copying.
6. A description of your principal business activity should be entered here.

# Extended Multinational Business Licence Terms and Conditions

For licensees purchasing or renewing after 1 April 2017

## Introduction

This Licence records the terms on which CLA grants a licence to organisations whose ultimate head office is located within the United Kingdom to photocopy, scan or otherwise reproduce, and to use or to re-use extracts from material published in hard copy and electronic form in which copyright subsists.

### 1. Definitions and interpretation

1.1 In this Licence the following meanings shall apply:

#### Authorised Persons:

- i) for Paper Copies: employees of the Licensee, workers and consultants engaged by the Licensee; and
- ii) for Digital Copies: those individuals in (i) above who are permitted by the Licensee to have access to the Licensee's Secure Network, whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice and whose conduct is subject to regulation by the Licensee; where
  - a) 'workers' has the meaning given to it by the Employment Rights Act 1996; and
  - b) 'consultants' means individuals providing consultancy services to the Licensee; and
  - c) references to 'employees', 'workers' and 'consultants' shall include all employees, workers and consultants of all of the Licensee's Subsidiary Companies;

#### CCC Electronic-Rights Works:

those works, whether in digital or hard copy form, published by a Participating US Publisher identified on CLA's website or other electronic means controlled by CLA, as being available for scanning and digital use or re-use;

#### Certificate:

the certificate issued by CLA to confirm the issue, or the renewal, of the Licence to the Licensee;

#### CLA:

The Copyright Licensing Agency Ltd;

#### CLA's website:

www.cla.co.uk or such other site as maybe notified to the Licensee. A reference to information on, or which can be accessed via, CLA's website or other electronic means controlled by CLA shall include:

- i) any such information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA Multinational licences;
- ii) information as periodically amended by CLA, any such amendment taking effect on the next Quarter Day after such amendment is first posted;

#### Commencement Date:

the date noted on the first Certificate issued by CLA to the Licensee;

#### Copyright Notice:

a statement in the following, or substantially similar, terms: "This document has been supplied under a CLA Licence. It is protected by copyright and, save as may be permitted by law, it may not be further copied, stored or on-copied electronically, even for internal purposes, without the prior permission of the Rightsholder or under the terms of a CLA Licence";

#### Digital Copies:

either electronic copies of Material Licensed For Scanning, in whole or part, or copies made in the course of, or as a result of, the access or use by Authorised Persons of Digital Material and of Third Party Digital Material and which, in all cases, are direct unaltered copies of the work copied and are made in accordance with the terms of the Licence;

#### Digital Material:

still images and text from publications created and distributed in electronic form published by a Participating Digital Material Publisher, CCC Electronic-Rights Works and electronic publications originating in other countries as identified on, or which can be accessed via, CLA's website or other electronic means controlled by CLA, and Website Material except Excluded Material. For the avoidance of doubt, material other than still images and text is not included in the Licence, nor is any material which is only referred to in, or can only be accessed by following an external link on or in an electronic publication of a Participating Digital Material Publisher and where that material is not itself included in such electronic publication;

The Copyright  
Licensing Agency Ltd

5th Floor, Shackleton House  
4 Battlebridge Lane  
London SE1 2HX

Tel 020 7400 3100  
Email [cla@cla.co.uk](mailto:cla@cla.co.uk)  
[www.cla.co.uk](http://www.cla.co.uk)

CBC House  
24 Canning Street  
Edinburgh EH3 8EG

Tel 0131 272 2711  
Email [clascotland@cla.co.uk](mailto:clascotland@cla.co.uk)

Registered in England  
Reg no. 1690026

**Excluded Material:**

those categories of work and individual works identified as Excluded Categories and Works as shown on CLA's website or other electronic means controlled by CLA. For the avoidance of doubt, categories of work or individual works may be excluded from Material Licensed for Photocopying, from Material Licensed for Scanning or from Digital Material or any combination thereof;

**Fee:**

the aggregate of

- i) the fee calculated by multiplying the number of Professional Employees of the Licensee and all Subsidiary Companies located in the United Kingdom by the current rate shown on CLA's website as applicable to businesses and
- ii) the fee in respect of the number of Full Time Equivalent Employees of all of the Licensee's Subsidiary Companies located outside the United Kingdom agreed between CLA and the Licensee.

The fee for the first year of the Licence is as shown on the Certificate and for subsequent years shall be the sum of

- iii) the relevant rate per Professional Employee (as shown on CLA's website prevailing three months prior to the anniversary of the Commencement Date) multiplied by the number of Professional Employees of the Licensee as used for the calculation of the fee for the previous year or such number as is determined in accordance with clause 3.5 and
- iv) the amount agreed in the previous year in respect of Full Time Equivalent Employees adjusted by reference to RPI and any change in the number of such employees;

**Full Time Equivalent Employees:**

the aggregate of all full-time and part-time employees (part-time employees being calculated on a pro rata basis by reference to the proportion that their ordinary working hours bear to those of full-time employees);

**International Mandating Publisher:**

a publisher who has agreed to permit use under the Licence of publications published anywhere in the world in which it owns or controls the copyright and who has not withdrawn such permission as identified on CLA's, or other electronic means controlled by CLA.

**International Repertoire:**

- i) for Paper Copies, original published editions of books, journals, magazines and other periodicals either published in the United Kingdom, Canada (excluding Quebec), Switzerland or published by a Participating US Publisher, or an International Mandating Publisher; and
- ii) for Digital Copies, still images and text from publications created and distributed in electronic form by a Participating Digital Material Publisher and Website Material and CCC Electronic-Rights Works only;

**Item:**

an individual and complete article, chapter, recipe or equivalent self-contained item of text and integrated still images;

**Licence:**

the licence granted by Clause 2; Licensed Copies: either Paper Copies or Digital Copies as appropriate;

**Licensed Copies:**

either Paper Copies or Digital Copies as appropriate

**Licensed Material:**

any and all Material Licensed For Photocopying, Material Licensed For Scanning and Digital Material;

**Licensee:**

the company and all Subsidiary Companies;

**Licensee's Intranet:**

the computer network, or any sub-site, of such network operated or controlled by the Licensee (whether a stand alone network or a virtual network within the Internet) which is accessible only by Authorised Persons;

**Licensee Website:**

the universally free-to-access website or online application controlled and operated by the Licensee but excluding at all times any Restricted Website;

**Material Licensed For Photocopying:**

original published editions of books, journals, magazines and other periodicals in which copyright subsists published in hard copy form in the Photocopying Mandate Territories or published by a Participating US Publisher EXCEPT any Excluded Material;

**Material Licensed For Scanning:**

original published editions of books, journals, magazines and other periodicals in which copyright subsists published in hard copy form in the Scanning Mandate Territories and CCC Electronic-Rights Works and, in both cases, Paper Copies derived therefrom by the Licensee EXCEPT any Excluded Material;

**Paper Copies:**

photocopies onto paper made from original Material Licensed For Photocopying (or a copyright fee-paid copy) and paper printouts of Digital Copies made in accordance with the terms of the Licence;

**Participating Digital Material Publisher:**

a Rightsholder who has confirmed to CLA that it is willing to permit the use under the Licence of electronic publications in which it owns or controls the copyright and who has not withdrawn such permission as identified on CLA's website or other electronic means controlled by CLA;

**Participating US Publisher:**

a publisher participating in the agreement between the Copyright Clearance Center (CCC) and CLA as identified on CLA's website or other electronic means controlled by CLA; Photocopying Mandate Territories: the United Kingdom, Argentina, Australia, Austria, Barbados, Belgium, Canada (including Quebec), Chile, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Jamaica, Japan, Luxembourg, Malawi, Mexico, The Netherlands, New Zealand, Norway, The Philippines, Singapore, South Africa, Spain, Sweden, Switzerland, Trinidad and Tobago and Turkey as this may be amended on CLA's website;

**Prescribed Rate:**

the rate of interest prescribed from time to time pursuant to The Late Payment of Commercial Debts (Interest) Act 1998;

**Professional Employee:**

as defined in the CLA Rate Card for businesses shown on CLA's website;

**Quarter Day:**

1st January, 1st April, 1st July or 1st October;

**Restricted Website:**

any website or online application that primarily offers news, magazine, periodical or literary content or which CLA considers to be materially associated with: i) political or religious campaigns; ii) content which is sexually explicit, violent or militaristic, discriminatory, illegal or unlawful; or iii) activities which would cause detriment to the reputation of CLA or a relevant Rightsholder.

**Rightsholder:**

any person owning or controlling the copyright in any Licensed Material;

**Scanning Mandate Territories:**

the United Kingdom, Argentina, Australia, Canada (including Quebec), Chile, Denmark, France, Greece, Hong Kong, Iceland, Ireland, Jamaica, New Zealand, Norway, The Philippines, Singapore, Spain, South Africa, South Korea, Switzerland and Turkey as this may be amended on CLA's website;

**Secure Network:**

a network operated or controlled by the Licensee (whether a stand alone network or a virtual network within the Internet) which is accessible only by Authorised Persons;

**Subsidiary Company:**

any company subsidiary of the Licensee where "subsidiary" has the meaning set out in s. 1159 Companies Act 2006.

**Website Material:**

material in the form of still images and text created and posted on Participating Digital Material Publishers' websites except Excluded Material.

- 1.2 All references to the singular in this Licence may include the plural and vice versa as the context so requires and references to any gender shall include both genders.

**2. Grant of licence**

- 2.1 On the issue of the Certificate, CLA grants to the Licensee and to its Subsidiary Companies and, as appropriate, Authorised Persons the non-exclusive right, subject to the terms and conditions set out in the following clauses, to:
- 2.1.1 make, or permit the making of, Paper Copies and to distribute, or permit the distribution of, such Paper Copies to Authorised Persons;
  - 2.1.2 scan, or permit the scanning of, Material Licensed for Scanning to produce Digital Copies provided that, subject to clause 6, the Licensee shall use reasonable endeavours to identify whether it subscribes to a digital version of the work in question and, if so, to use that digital version instead of creating a Digital Copy by scanning;
  - 2.1.3 make available, or permit the making available of, Digital Copies, in both cases either: i) solely within the Licensee's Secure Network; or ii) only to the extent permitted in accordance with the limitations of clause 5.3, on the Licensee Website. This includes, for the avoidance of doubt, the indexing, searching, opening, viewing, printing and presentation or display in electronic form of Digital Copies as is reasonably necessary for the ordinary use and operation of the Licensee's Secure Network and the Licensee Website respectively, but not any storage beyond that permitted by clause 7;
  - 2.1.4 make copies of Paper Copies;
  - 2.1.5 supply Licensed Copies to any regulatory authority in connection with the making or monitoring of an application for regulatory or marketing approval of any of the Licensee's products or as part of the filing or pursuit of any Patent application and to external advisers in connection with the preparation and presentation of such applications as required by law or by the rules of such regulatory authority provided that any such Licensed Copies shall:
    - i) contain a Copyright Notice; and
    - ii) identify the publisher, author and/or creator of the literary or artistic work(s) included within the Licensed Copy, and the publisher, and, where the Licensed Copy includes Digital Material, the Uniform Resource Locator (URL) of that Digital Material.
- 2.2 All the rights and permissions granted by clause 2.1 (other than in clauses 2.1.3 ii) and 2.1.5) must be exercised for the Licensee's internal information purposes only.
- 2.3 All the rights and permissions granted by clause 2.1 must be exercised within the United Kingdom only except that the rights in relation to the International Repertoire may be exercised anywhere in the world.

**3. Payment and term**

- 3.1 The Licence shall commence on the Commencement Date and continue from year to year unless and until terminated in accordance with Clause 11.
- 3.2 The Licence Fee, together with VAT thereon, is payable within 30 days from the date of an invoice from CLA.
- 3.3 Subject to the Licensee complying with all terms and conditions of the Licence, CLA shall issue a new Certificate to the Licensee within 30 days of the first anniversary of the Commencement Date and each subsequent anniversary.
- 3.4 CLA reserves the right to charge interest at the Prescribed Rate on late payment of any amounts due under this Agreement.
- 3.5 The Licensee shall, at least 30 days prior to each anniversary of the Commencement Date, notify CLA of any material change (whether an increase or a decrease) in the number of its Professional Employees. The Licensee shall provide CLA with all information reasonably required to determine the accuracy of

any such number as is notified by the Licensee. In default of agreement between the parties the matter may be referred to mediation in accordance with the Centre for Effective Dispute Resolution Select Mediation Procedure.

#### **4. Conditions applying to creation and use of licensed copies**

**4.1** The Licensee must own, or have subscribed to, an original, or a copy on which it has paid a copyright fee (which shall include material supplied in either hard copy or electronic form by a supplier licensed by the Rightsholder to provide such a service such as, but without limitation, document delivery and press cutting suppliers), of any Licensed Material it copies, scans or uses under the terms of the Licence.

**4.2** No Licensed Copy shall exceed the greater of 5% of any item of Licensed Material, or:

- i)** in the case of a periodical publication, one whole article; or
- ii)** in the case of a published report of judicial proceedings, the entire report of a single case; or
- iii)** in the case of a book, one chapter.

For Digital Material that is not made available or otherwise structured as a conventional book, journal, magazine or other periodical or where the Digital Material is not divided into distinct sections identifiable as the equivalent of a book chapter or of an article in a journal, magazine or other periodical, the Licensee shall ensure, as far as is reasonably practicable, that copying is limited to small extracts that are equivalent to the limits set out above, at all times bearing in mind in particular the requirement contained in clause 4.5 that no copying shall substitute for the purchase of original Licensed Material.

**4.3** Licensed Copies of the same Licensed Material made for a single occasion or purpose shall be treated as one copy and Clause 4.2 interpreted accordingly.

**4.4** Licensed Copies may not be sold or otherwise disposed of (whether or not for valuable consideration) nor rented nor loaned to any third party or used for any external marketing or promotional purposes or exploited for purposes other than for the Licensee's internal information purposes.

**4.5** The making of Licensed Copies shall not directly or indirectly substitute for the purchase of original Licensed Material (including, for the avoidance of doubt, access to Digital Material whether by way of subscription or otherwise) or for the commissioning, reproduction, hire or any other use of an original artistic work within Licensed Material.

**4.6** Licensed Copies may not be made or used for the delivery of education or training to third parties by the Licensee but may be made and used for the training of Authorised Persons provided that the Licensee shall not receive as consideration any payment or any other form of remuneration.

**4.7** For the avoidance of doubt, where the original is in full colour, Paper Copies and Digital Copies may be made in black and white (known as halftones) provided that no colour separations are made and provided that the Licensee complies with the provisions of Clause 5.

#### **5. Further conditions applying to the creation and use of digital copies**

**5.1** The Licensee shall not edit, amend, manipulate, add to or delete from Digital Copies nor shall it authorise the same, except to the extent technically necessary to make the Digital Copies i) perceptible on a computer screen to an Authorised Person; or ii) (solely as permitted by clause 5.3) available on the Licensee Website. Electronic notation superimposed on, or electronic marking-up of, a Digital Copy which clearly distinguishes such notation or marking-up from the original text (such as by the use of different colours) shall not be a breach of this condition.

**5.2** Except as may be permitted by Clauses 4.7, 5.1 and 9, no digital manipulation, morphing, colour or shade adjustment or any other form of manipulation, may be made of Digital Copies or Digital Material under the Licence.

**5.3** Digital Copies may not be placed on a publicly accessible website or online application or be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website or online application except as permitted as follows: i) in each successive year of the Licence no more than 5 Items taken from Digital Copies of magazine titles, which have been opted-in to allow website republication by the relevant Rightsholder, may be made available on the Licensee Website; ii) each of those Items may be removed from, and replaced by another such Item on, the Licensee Website an unlimited number of times within that year provided that no more than 5 such Items are made available at the same time; iii) at the end of that year all those Items being made available on the Licensee Website as permitted hereunder may continue to be so made available for the continuation of the Licence (but may not be replaced) and during the next year of the Licence 5 more such Items may be made available (and removed and replaced during that year) on the same basis in addition; iv) each such use of each Item must be validated and registered in advance through the 'Check Permissions' tool on the CLA Website (or through such other procedure as CLA may operate); v) each such use of each Item must be made available with the name of the magazine publication and/or a hyperlink to the URL from which the Digital Copy is taken and a notice stating that the Digital Copy is being made available under a CLA Licence for online viewing only; vi) the Licensee Website must be registered through the 'Check Permissions' tool (or through such other procedure as CLA may operate) and remain a universally free-to-access website or online application at all times; vii) access to an Item cannot be made available behind a pay-wall, under a subscription, in return for on-demand payment or registration or charged for or restricted in any other way; and (viii) all other conditions applicable to Digital Copies hereunder shall apply.

**5.4** Except as permitted by the Licence, no other copying, summarising, dissemination, publication, communication or making available to the public, repackaging or distribution, in any form, of Digital Copies, in whole or in part, is permitted.

**5.5** Where any work appearing within Digital Material or Material Licensed for Scanning incorporates, or has adjacent to it, the identity of the author or creator of the artistic and/or literary work, the Licensee shall ensure that every Digital Copy of that work shall include the identity of such author or creator. In cases where the Digital Material or Material Licensed for Scanning, does not incorporate, or have adjacent to it, the identity of the author or creator of the artistic or literary work, the Licensee shall use reasonable endeavours to ensure that every Digital Copy of that work shall include the identity of such author or creator.

**5.6** The Licensee may subcontract to third parties the making and making available of Licensed Copies, provided that:

**5.6.1** the Licensee takes all reasonable steps to ensure that any such third party operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence;

**5.6.2** a record is kept of all such subcontracts and that such record is provided on request to CLA;

**5.7** the Licensee shall be fully responsible for any acts or omissions of its subcontractors with respect to Licensed Material made available to such subcontractors to the extent that such acts or omissions would breach the Licence if they were acts or omissions of the Licensee; and

- 5.8** the use of a sub-contractor located outside of the United Kingdom shall be deemed not to be a breach of clause 2.
- 5.9** For the avoidance of doubt, nothing in this Licence shall operate to limit any rights which the Licensee may have in relation to the use of material supplied to the Licensee in electronic form under the terms and conditions of that supply. This Agreement is without prejudice to any acts which the Licensee is permitted to carry out by the terms of the Copyright, Designs and Patents Act 1988 (as the same may be subsequently re-enacted or amended) it being recognised that such permitted acts must be construed in accordance with the principles set out in Article 9(2) of the Berne Convention, as already reflected in the legislation applicable in the UK.

## **6. Further conditions applying to the use of CCC Electronic-Rights Works**

- 6.1** Notwithstanding clause 2.1.2, the Licensee may only scan, or permit the scanning of, hard copies of a CCC Electronic-Rights Work under the Licence where the same is not reasonably available in digital form for the Licensee to purchase whether by subscription or otherwise.
- 6.2** The use of CCC Electronic Rights Works are subject to such special limitations or other terms (if any) as are applicable to any individual work as identified on CLA's website.

## **7. Storage and deletion of digital copies**

- 7.1** The Licensee may store Digital Copies on the Secure Network; such stored Digital Copies may be indexed and searchable, but may not be stored on a server, or systematically indexed, with the intention of creating an electronic library or similar corporate information resource.
- 7.2** On termination of this Licence the Licensee shall:
- 7.2.1** immediately cease to make available any Digital Copies on the Licensee Website; and ii) permanently delete, as soon as practicable, from the hard drives of all its central and local servers and those of any third party subcontractor any and all Digital Copies which may be stored there (save for those Digital Copies the retention of which is required by law), but;
- 7.2.2** shall be entitled, except where such termination is by CLA for cause, to retain Digital Copies stored pursuant to clause 7.1 for record purposes and shall be entitled to access such Digital Copies only to prove that such Digital Copies were a necessary part of the product or project for which they were originally identified as being stored. The Licensee shall not otherwise be entitled to access or use such Digital Copies under the Licence except where necessary for technical backup purposes or where required by law.
- 7.3** The Licensee shall immediately: i) cease to make available any Digital Copies on the Licensee Website; and ii) permanently delete, as soon as practicable, from the hard drives of all its central and local servers and those of any third party subcontractor any and all Digital Copies which may be stored there upon notice from CLA that the copyright holder believes that the Licensed Material contained in the Digital Copies infringes copyright or is or may be defamatory, obscene or otherwise unlawful, in the case of i) above, the relevant Rightsholder or publisher issues a legal retraction notice or notice of correction or if CLA considers the Licensee Website is, or has become, a Restricted Website.
- 7.4** If so requested in writing by CLA, the Licensee shall certify that it has deleted Digital Copies in compliance with this clause. The provisions of this clause 7 are without prejudice to, and are subject to the provisions of, clause 4.5.

## **8. Other obligations**

- 8.1** The Licensee shall:
- 8.1.1** notify Authorised Persons of, and ensure their compliance with, the provisions of the Licence;
- 8.1.2** use reasonable endeavours to display adjacent to every copying machine used to make Paper Copies, and every scanner used to produce Digital Copies, any licensee support material which CLA may periodically supply, or make available on CLA's website, to the Licensee.
- 8.1.3** ensure, in particular, that all Authorised Persons employed or engaged by any of its Subsidiary Companies located outside the United Kingdom are made aware of, and comply with, the obligations and restrictions of the licence.
- 8.2** In exercising its rights under the Licence, the Licensee shall be responsible for complying with all applicable laws of any kind including (without limitation) moral rights, data protection, the obtaining of any consents which may be required from any person, firm or company (other than those consents relating solely to copyright and/or database right), privacy or personality rights of any kind, defamation or obscenity.
- 8.3** CLA shall have the right on giving reasonable notice to the Licensee to enter any of the Licensee's premises to monitor and to verify the observance by the Licensee of its obligations under the Licence.

## **9. Print disabled persons**

- 9.1** The provisions of this clause shall only apply where an Authorised Person is a Print Disabled Person in accordance with clause 9.3.
- 9.2** Notwithstanding the provisions of clause 4.2 the Licensee, and as appropriate Authorised Persons, may make and supply a copy of part or the whole of any work within Licensed Material in an alternative manner or form that gives a Print Disabled Person access to the work including allowing for the Print Disabled Person to have access as feasibly and comfortably as a person without a visual impairment or any of the disabilities referred to in clause 9.3 (an "Accessible Format Copy") but must respect the integrity of the work and not include any changes to the work which are not necessary in order to make an Accessible Format Copy for the exclusive use of the Print Disabled Person for whom it is intended on, and subject to, the following conditions:
- 9.2.1** the Licensee must have lawful possession of an original copy of any work from which it makes an Accessible Format Copy;
- 9.2.2** the Licensee may only make an Accessible Format Copy of a work if the same kind of Accessible Format Copies are not commercially available on reasonable terms by or with the authority of the copyright owner;
- 9.2.3** each Accessible Format Copy that exceeds the limits set out in clause 4.2 shall contain:
- i)** a statement that it is a copy of the original work made under a CLA Licence for the personal use of a Print Disabled Person and that it may not be further copied (including any electronic copying or transmission) or dealt with without permission or save as may be permitted by law; and
- ii)** the title, as well as the name of the author and publisher, of the original work and the published edition from which it is copied.

- 9.2.4 the Licensee may only charge for the supply of an Accessible Format Copy an amount which does not exceed the cost of making and supplying it;
  - 9.2.5 that the Accessible Format Copy is only for the personal use of a Print Disabled Person (or a person acting on behalf of a Print Disabled Person) who is an Authorised Person; and
  - 9.2.6 Accessible Format Copies may only be distributed in the United Kingdom except that Accessible Copies of works published within the United Kingdom may be distributed elsewhere in the European Union and a third country that is a party to the Marrakesh Treaty 2013.
- 9.3 An Authorised Person is to be regarded as a "Print Disabled Person" for the purposes of this clause if he or she is a person who:
- 9.3.1 is blind;
  - 9.3.2 has a visual impairment which cannot be improved so as to give that person visual function substantially equivalent to that of a person who has no such impairment;
  - 9.3.3 has a perceptual or reading disability, including dyslexia, and is, as a result, unable to read printed works to substantially the same degree as a person without an impairment or disability;
  - 9.3.4 is otherwise unable, due to physical disability, to hold or manipulate a book or to focus or move their eyes to the extent that would be normally acceptable for reading; or
  - 9.3.5 would otherwise be regarded as having a disability in accordance with s.6 of the Equality Act 2010.
- 9.4 This clause is without prejudice to and does not purport to prevent or restrict the doing of any act which by virtue of and in accordance with the Copyright, Designs and Patents Act 1988 would not infringe copyright.

## 10. Indemnity

- 10.1 In this Clause 'Qualifying Claim' shall mean any complaint made in writing that the Licensee acting in pursuance of the Licence has infringed copyright and/or database right in Licensed Material or in the typographical arrangement of the published edition in which Licensed Material is contained.
- 10.2 In the case of any Qualifying Claim, CLA shall indemnify the Licensee in respect of all reasonable legal costs, expenses and damages awarded against or incurred by the Licensee including any ex gratia payments made with the prior written consent of CLA, provided that the Licensee has complied with the terms of this Licence and has given CLA notice of any Qualifying Claim within 10 working days or, in the case of a Claim Form, within 5 working days of the same having been received by the Licensee.
- 10.3 The indemnity conferred by this Clause shall not apply:
- 10.3.1 if the Licensee is in material breach of any term of the Licence; or
  - 10.3.2 during any period, or in respect of matters arising during such period, while the Licence is in suspense pursuant to Clause 11.
- 10.4 CLA shall take over responsibility for any negotiations for the settlement of any Qualifying Claim and if such Qualifying Claim cannot be resolved by negotiation CLA shall assume full responsibility for the conduct of the defence of such Qualifying Claim. The Licensee shall co-operate with CLA in this respect where reasonably requested by CLA to do so.
- 10.5 The Licensee shall ensure that no admission or offer of payment or indemnity shall be made or given by or on its behalf or on behalf of CLA without CLA's written consent and shall ensure that all correspondence received in connection with a Qualifying Claim is promptly passed to CLA.
- 10.6 The Licensee shall indemnify CLA in respect of all reasonable expenses, damages and legal costs awarded against or incurred by CLA in respect of any claim arising out of the Licensee's breach of any term of the Licence.

## 11. Termination and breach

- 11.1 Either party may terminate the Licence upon giving to the other at least 30 days written notice to expire on the first or any subsequent anniversary of the Commencement Date.
- 11.2 If the Licensee commits any material breach of any of the provisions of the Licence and remains in breach 14 days after receiving notice to remedy such breach (where the breach is remediable) then CLA, without prejudice to any of its other rights, may by notice either terminate the Licence or suspend the Licence until CLA shall be satisfied such breaches will not recur.
- 11.3 Either party may terminate the Licence by notice in writing to the other if and when a supervisor, administrator, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over, the whole or any substantial part of the other party's assets or if and when the other party enters into any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement under the Insolvency Act 1986) or if and when a petition is presented for the purpose of the making of an administration order or the winding-up of the other party which is not discharged within 7 days of the presentation of such a petition or if the other party is placed into liquidation or administration or if the other party is dissolved or if a resolution for the winding up of the other party is passed (other than a voluntary liquidation for the purpose of reconstruction in which all creditors' claims will be discharged in full) or if a bankruptcy petition is presented against the other party which is not discharged within 7 days of its presentation.

## 12. Data collection

- 12.1 CLA may, no more than once in each year, require the Licensee to participate in a data collection exercise to identify the type of photocopying and scanning of Licensed Material and the use or re-use of Digital Material under the Licence which will assist CLA in distributing the Fee to authors, artists and publishers.
- 12.2 The data collection exercise may, without limitation, take the form of a survey or record keeping or online reporting exercise or any combination of these, including the recording of the creation of Digital Copies, in accordance with any guidelines on data collection on CLA's website.
- 12.3 If selected, the Licensee shall co-operate with CLA in conducting the data collection exercise and undertakes to ensure that its employees comply with its obligations under this Clause and in particular shall be responsible for ensuring compliance by any of its Subsidiary Companies located overseas and shall, at the request of CLA, co-ordinate the recording and collection of information required by the data collection exercise and its transmission to CLA.

**12.4** CLA undertakes not to disclose any information obtained as a result of any data collection exercise except:

**12.4.1** as required by a court or other authority of competent jurisdiction; or

**12.4.2** in aggregated form from which the identity of the Licensee cannot be identified.

### **13. General**

**13.1** All notices given under the Licence shall be in writing and by electronic mail. In the case of there being no valid electronic contract, notices shall be sent by first class post, and shall be deemed to have been served on the second working day (which shall exclude weekend and English public holidays following the date of posting).

**13.2** The Licence may only be varied if such variance is acknowledged in writing on behalf of a duly authorised officer of both CLA and the Licensee.

**13.3** The Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.

**13.4** The Licence shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to the Licence.

**13.5** The parties do not intend that any term of the Licence shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Licence.