

International Media Monitoring Organisation Licence Application Form

Please detach, sign
and return your
licence application to:

New Licences

The Copyright Licensing
Agency Ltd
FREEPOST
RTSJ-ZHUT-AJBH
Barnard's Inn
86 Fetter Lane
London EC4A 1EN

Email: licence@cla.co.uk

New licence enquiries
0800 085 6644

Account code (CLA only)

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P/AF/04-18

The application form and notes should be read in conjunction with the rates shown in the relevant schedule to the licence agreement

Full legal name of organisation (Principal Licensee)

Address

Postcode

Please list below any subsidiary or parent companies to be covered by the Licence (or attach separate list) ¹:

Type of Licence²:

Licence for cuttings only

Licence for cuttings and for website monitoring

I hereby apply to CLA for a Licence to take effect from the first day of³

0	1	M	M	Y	Y
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I certify that I have read and understood the terms and conditions of the CLA International Media Monitoring Organisation Licence in conjunction with the corresponding rates schedule and agree to abide by them. The information provided on this form is true to the best of my knowledge and belief.

Signed

Duly authorised signatory for and on behalf of the applicant

Position

Date

The Copyright
Licensing Agency Ltd

Barnard's Inn
86 Fetter Lane
London EC4N 1EN

Tel 020 7400 3100
Email cla@cla.co.uk
www.cla.co.uk

CBC House
24 Canning Street
Edinburgh EH3 8EG

Tel 0131 272 2711
Email clascotland@cla.co.uk

Registered in England
Reg no. 1690026

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 processes personal information fairly and lawfully in accordance with applicable data protection and related legislation. For more information please see our [Privacy Policy](#).

Notes

1. List all parent and subsidiary companies covered by this Licence. Please refer to the Licence Terms and Conditions for a definition of Affiliated Company.
2. Please indicate the type of licence required, the licence for cuttings only or the licence for cuttings and for website monitoring.
3. The date on which you wish the Licence to commence should be entered here.

International Media Monitoring Licence

Terms and Conditions

1. Definitions

1.1 In this Agreement, the following words and expressions shall have the following meanings:

Agreement:

the terms and conditions set out below, the Appendices and the Schedule attached hereto;

Appendices:

the Appendices hereto, namely Appendix A, Appendix B, Appendix C, and Appendix D containing the procedures and data formats for the details of Licensed Cuttings supplied by or on behalf of the Licensee;

CLA's website:

www.cla.co.uk or such other site as may be notified to the Licensee. A reference to a list or other information on, or which can be accessed via, CLA's website shall include:

- i) both any such list and/or information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA licences for Media Monitoring Organisations; and
- ii) that list or 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;

Customer:

any person, company, partnership or other organisation which is the end recipient of Licensed Cuttings and which is a party to a contract with the Licensee for the supply to it of a Media Monitoring Service;

Cutting:

any article, or part of an article, extracted from any published edition of a journal, magazine or other periodical containing an item of news or current affairs;

Digital Cutting:

any electronic copy of a Cutting extracted from Material Licensed for Scanning, in whole or part, in the form of page bitmap copies;

Digitally Extracted Content:

any article, or part of an article, extracted from Website Material containing an item of news or current affairs;

Electronic Service:

the transmission or making available to Customers of (a) PDFs of Digital Cuttings or (b) Snippet Links and, where permitted by the relevant Rightsholder, PDFs of Digitally Extracted Content (as applicable under the Licence) by:

- i) posting within a secure area of a designated website controlled by the Licensee and the granting of password-controlled access (or such other security-restricted access as may reasonably be specified by CLA from time to time) to that area for a Customer to access; or
- ii) transmitting to a Customer-owned application and/or system, over standard internet transport protocols such as HTTP or FTP, a structured XML document containing hypertext links to a posting as set out in (i) above; or
- iii) transmitting to a specific e-mail address designated and controlled by a Customer an e-mail containing in the case of (a) above, either: (aa) an attachment of a PDF only of a Digital Cutting; or (bb) a hypertext link to a posting of a Digital Cutting as set out in (i) above; and in the case of (b) above a Snippet Link and an attachment of a PDF of Digitally Extracted Content;

provided that such transmission or making available shall be on terms which do not contravene the terms of this Agreement;

Employee:

any employee of the Licensee and any worker or consultant engaged by the Licensee where "worker" has the meaning given to it by the Employment Rights Act 1996; and "consultant" means an individual providing consultancy services to the Licensee;

Excluded Material:

works within categories or those individual works identified in the list of Excluded Categories and Works as shown on CLA's website. 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 Website Material or any combination thereof;

Index:

accessing and copying web pages of Website Material using so-called "web-crawler", "spider" or "robot" software or other automated and/or manual review methods, processes or means in order to derive and

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24 Canning Street
Edinburgh EH3 8EG

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Email clascotland@cla.co.uk

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Reg no. 1690026

store searchable index entries for the content of those web pages, and “Indexed” shall be construed accordingly;

International Mandating Publisher:

a publisher who has agreed to permit the 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 listed on CLA’s website;

Licence:

(a) the Licence for Cuttings and (if indicated on the Application Form)

(b) the Licence for Website Monitoring;

Licence Fee:

the amounts payable each Quarter as set out in the Schedule;

Licence for Cuttings:

the licence granted to the Licensee by clause 2.1.1;

Licence for Website Monitoring:

the licence granted to the Licensee by clause 2.1.2 (if indicated on the Application Form);

Licensed Cuttings:

Paper or Digital Cuttings, Snippet Links and PDFs of Digitally Extracted Content in all cases made in accordance with the terms of the Licence and, in particular, the extent limits of clause 4.2;

Licensee:

includes, in addition to the Licensee, any Subsidiary Undertaking or Parent Undertaking (and any of its Subsidiary Undertakings) agreed with CLA as listed on the Application Form as the same may be periodically amended by mutual agreement;

Licensed Material:

any and all Material Licensed for Photocopying, Material Licensed for Scanning and Website Material;

Material Licensed for Photocopying:

original published print editions of journals, magazines and other periodicals in which copyright subsists published in the UK or by an International Mandating Publisher other than Excluded Material;

Material Licensed for Scanning:

original published print editions of journals, magazines and other periodicals in which copyright subsists published in the UK or by an International Mandating Publisher other than Excluded Material;

Media Monitoring Organisation:

an organisation which undertakes as part of its business functions a Media Monitoring Service and/or a Website Monitoring Service;

Media Monitoring Service

the regular delivery to a Customer, or making available via an Electronic Service, of original Cuttings or Licensed Cuttings extracted from particular publications or websites normally agreed in advance with the Customer with or without accompanying evaluation analysis and commentary;

Multiple Access:

where a Customer accesses any individual Digital Cutting, any PDF of Digitally Extracted Content or Snippet Link made available via any Electronic Service more than once (whether by the access of multiple users, multiple “seats” or one user making multiple accesses or otherwise);

Paper Cutting:

a photocopy on to paper from a Cutting extracted from Material Licensed for Photocopying and any paper print-off of a Digital Cutting;

Parent Undertaking:

Parent Undertaking has the meaning attributed to it in section 1162 of the Companies Act 2006;

Participating Digital Material Publisher:

a Rightsholder who has confirmed to CLA that it is willing to permit the use under the Licence of Website Material in which the Rightsholder owns or controls the copyright and who has not withdrawn such permission as listed on CLA’s website;

Prescribed Rate:

the rate of statutory interest as prescribed from time to time by the Late Payment of Commercial Debts (Interest) Act 1998;

PDF:

a Portable Digital Format (and/or such other secure electronic format as may be agreed between the Parties) subject to any additional digital rights management solution as may be specified by CLA from time to time;

Quarter:

any period of three calendar months during the Licence commencing on a Quarter Day save that the first Quarter shall commence on the Commencement Date and end on the day prior to the next following Quarter Day;

Quarter Days:

1st January, 1st April, 1st July, and 1st October and “Quarter Day” shall be construed accordingly;

Rightsholder:

any person owning or controlling the copyright in any Licensed Material; “Schedule”: the separate sheet indicating the Licence Fees and Subscription Fee payable;

Snippet Link

a direct hypertext link to an item of Digitally Extracted Content in its original context on the website of a Participating Digital Material Publisher from which it has been extracted accompanied with a headline and/or text summary of an extract from that item of no more than 256 characters;

Subscription Fee:

the annual sum payable in addition to the Licence Fees for the Licence for Website Monitoring;

Subsidiary Undertaking:

has the meaning attributed to it in section 1162 of the Companies Act 2006;

Website Material:

material in the form of still images or text created and posted on the websites of Participating Digital Material Publishers except Excluded Material. For the avoidance of doubt, material other than still images and text is not included in the Licence for Website Monitoring nor is any material which is only referred to in, or can only be accessed by following an external hypertext link on or in a website of a Participating Digital Material Publisher, and where that material is not itself included in such material; and

Website Monitoring Service:

the regular making available via an Electronic Service of material from and hypertext links to particular websites normally agreed in advance with the Customer with or without accompanying evaluation analysis and commentary.

1.2 In this Agreement, unless otherwise stated:

- 1.2.1 a reference to either gender includes the other and words in the singular shall include the plural and vice versa;
- 1.2.2 the headings in this Agreement are for convenience only and shall not affect its construction or interpretation;
- 1.2.3 references to a clause relate to this Agreement;
- 1.2.4 references to a Party shall mean a party to this Agreement and include references to their respective successors in title, permitted assigns and novatees and references to a person include an individual, firm, unincorporated association body corporate or partnership; and
- 1.2.5 a reference to include, including and included shall be construed as being by way of illustration or emphasis and not limiting the generality of the preceding words.

2. Grant of licence

2.1 In consideration of the obligations and conditions accepted by the Licensee, CLA grants to the Licensee the non-exclusive right, subject to the terms and conditions set out in the following clauses, to:

2.1.1

- a) make, or permit the making of, Paper Cuttings;
- b) distribute, or permit the distribution of, Paper Cuttings to Customers;
- c) scan, or permit the scanning of, Material Licensed for Scanning using a process of optical character or font recognition and to store the same for a period not exceeding 30 days in order to search, retrieve and evaluate Cuttings prior to the creation of Digital Cuttings;
- d) make or permit the making of, Digital Cuttings;
- e) make available, or permit the making available of, Digital Cuttings to Customers via an Electronic Service; and
- f) make available, or permit the making available of, Digital Cuttings on a trial basis to potential customers for a period not exceeding 30 days via an Electronic Service; and

2.1.2 only if indicated on the Application Form that the Licensee is being granted a Licence for Website Monitoring to:

- a) Index the Website Material and store the Indexed Website Material for a period not exceeding 30 days in order to search, retrieve and evaluate (by automated and/or manual review methods, processes or means) the Website Material prior to the extraction of Digitally Extracted Content and the creation of Snippet Links;
- b) extract Digitally Extracted Content and create Snippet Links;
- c) make available the Snippet Links and, where permitted by the relevant Rightsholder, PDFs (and where requested by a Customer a paper copy thereof) of the Digitally Extracted Content from websites for which a subscription is not required but which are free to view to Customers via an Electronic Service (details of which will be available to the Licensee on or via a link from CLA's website); and
- d) make available, or permit the making available, of Snippet Links and, where permitted by the relevant Rightsholder, PDFs (and where requested by a Customer a paper copy thereof) of Digitally Extracted Content from websites for which a subscription is not required but which are free to view on a trial basis to potential customers for a period not exceeding 30 days via an Electronic Service.

2.2 The Licensee shall use the rights granted by clause 2.1 in connection with the provision by it of a Media Monitoring Service and/or a Website Monitoring Service (as applicable) but for no other purpose whatsoever. In particular but without prejudice to the generality of the foregoing, Licensed Cuttings and Website Material may not be supplied to Customers as part of a general document delivery service. For the purposes of this clause, the term 'document delivery service' shall mean the systematic supply of copies of specific items of published material in response to individual requests from Customers. Any breach by the Licensee of this term shall be regarded as a material breach of the Licence entitling CLA to terminate the Licence and the provisions of clause 11.2 shall apply.

2.3 All the rights and permissions granted by clauses 2.1.1 and 2.1.2 must, subject to clause 2.5, be exercised within the United Kingdom or the territory of the Licensee, except that the rights to distribute or make available Paper Cuttings, Digital Cuttings, Snippet Links and PDFs of Digitally Extracted Content granted by clauses 2.1.1(b) and (e) and by clause 2.1.2 (c) may be exercised in favour of any Customer outside of the Licensee's territory.

2.4 The Licensee may subcontract the making of Licensed Cuttings to a third party service provider which may not itself be in possession of a CLA Media Monitoring Licence (a "service provider") and, in that connection, authorise such service provider to perform on its behalf any of the rights and actions permitted by clause 2 provided that:

- 2.4.1 the Licensee takes all reasonable steps to ensure that any service provider operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence;
- 2.4.2 the service provider is first approved in writing by CLA (such approval not to be unreasonably withheld);

- 2.4.3 a record is kept of all subcontracts with service providers and that such record is provided on request to CLA;
- 2.4.4 the Licensee shall be fully responsible for any acts or omissions of service providers in respect to Licensed Material made available to service providers to the extent that such acts or omissions would breach the Licence if they were acts or omissions of the Licensee;
- 2.4.5 the Licensee shall ensure that its agreement with service providers expressly confers on CLA the right to enter its premises in accordance with clause 3.6 and the right, pursuant to The Contracts (Rights of Third Parties) Act 1999, to take legal action directly against such service provider to enforce the restrictions set out in this Agreement provided that CLA shall consult with the Licensee prior to taking any such legal action. In undertaking such consultation CLA may impose, and the Licensee shall be obliged to accept, any confidentiality restrictions and timetable for consultation as appears to CLA to be reasonably necessary so as not to prejudice the legal action it is contemplating taking;
- 2.4.6 the use of a service provider located outside of the United Kingdom or Licensee's territory shall be deemed not to be a breach of clause 2.3;
- 2.5 The Licensee may operate as a subcontractor for another Media Monitoring Organisation provided it supplies CLA with a list of any Media Monitoring Organisations it supplies and provided such organisations themselves hold a valid Media Monitoring Licence with CLA at the time of such supply. The Licensee will retain records of all materials it supplies and will provide CLA with such records at CLA's request; the reporting of all Cuttings, Snippet Links and PDF's made by one Licensee and supplied to another together with the payment of all Licence Fees due to CLA for such materials shall be the responsibility of the receiving Media Monitoring Organisation.
- 2.6 The Licence shall commence on the Commencement Date and thereafter shall continue from year to year unless and until determined in accordance with clause 11.

3. Payment and record keeping

- 3.1 The Licence Fee, together with VAT thereon, is payable within 30 (thirty) days from the date of any invoice from CLA. CLA reserves the right to charge interest at the Prescribed Rate calculated on late payment of amounts due under the Licence.
- 3.2 If any invoice remains unpaid after payment is due CLA shall commence our standard collection process, all costs being borne by the Licensee, should legal action be necessary.
- 3.3 The Licensee shall at its cost, no later than thirty (30) days after the end of each Quarter, notify CLA in the form set out in Appendix A and Appendix B, as the Appendices may reasonably be varied by CLA, the number of Paper Cuttings and Digital Cuttings (and corresponding ISSN for each) and/or the number of Snippet Links and PDFs of Digitally Extracted Content (as applicable under the Licence) and corresponding URLs supplied during that Quarter in respect of each Customer (to include any such Cuttings) made on its behalf by a service provider in accordance with clause 2.4 or by another Media Monitoring Organisation acting in accordance with clause 2.5), along with the name and address (email and postal) of each Customer, information as to whether such Customer is a multiple or single recipient in respect of a Media Monitoring Service together with the names of those Customers who have engaged in Multiple Access in that Quarter in the form set out in Appendix C. The Licensee must ensure that it or any other Media Monitoring Organisation under clause 2.5 has notified each Customer in advance, whether in the Licensee's and Media Monitoring Organisation's contractual terms or otherwise (and in accordance with applicable law), that it is a condition of access to any Licensed Cuttings that such Customer-related information and contact details (including to the extent that such information contains the names of or other potential identifiers of individuals or other personal data) must be provided to CLA by the Licensee or Media Monitoring Organisation in order to enable CLA to verify that Customers have a CLA licence or the copyright owner's permission to permit Multiple Access or to otherwise use the Licensed Cuttings in an authorised manner and so allow CLA to properly protect the interests of the copyright owners which CLA and its members represent. The Licensee shall immediately on request by CLA provide to CLA a copy of the Licensee's and/or Media Monitoring Organisation's contractual terms or other forms of notice in order to allow CLA to ensure compliance with the foregoing obligation provided that the Licensee shall not be obliged to disclose the names of prospective customers to whom it has supplied Licensed Cuttings on a trial basis in accordance with clauses 2.1.1 (f).
- 3.4 CLA shall invoice the Licensee for the Licence Fee (together with any Value Added Tax due thereon) calculated on the basis of such report (subject to any minimum annual fee as set out in the Schedule), but subject always to CLA's right of inspection and verification set out below.
- 3.5 The Licensee shall keep separate records and accounts of all Licensed Cuttings, Snippet Links and PDFs of Digitally Extracted Content supplied for a period of 1 year and shall permit any duly authorised representative of CLA to inspect all such accounts and to take copies thereof on reasonable prior notice;
- 3.6 CLA, or its representatives, on giving 5 days notice in writing shall have the right of access and inspection throughout any of the Licensee's premises from which it supplies a Media Monitoring Service and/or Website Monitoring Service and also the premises of any service providers appointed in accordance with clause 2.4 to monitor the operation of the Licences, the compliance by the Licensee with the terms of this Agreement, and to verify the reports provided by the Licensee under this Agreement.
- 3.7 In the event that any inspection by CLA reveals an underpayment of sums properly due to CLA, the Licensee shall forthwith pay CLA the amount of the underpayment (including any VAT thereon) together with interest at the Prescribed Rate from the date when payment should have been made. If the underpayment revealed is in excess of 5% of sums properly due to CLA, the reasonable costs of the inspection to a maximum of £2500 shall be borne by the Licensee.
- 3.8 The above provisions are without prejudice to the right of CLA to initiate proceedings for any other due cause of action including breach of contract or to exercise its rights to terminate the Licence under clause 11.

4. General conditions

- 4.1 Either the Licensee, or another Licensee acting as a subcontractor as per clause 2.5, must own an original of any Licensed Material, and must separately hold a valid subscription or fulfil other access requirements for Website Material which is not free-to-view, which it copies, scans or uses under the terms of this Licence. The costs of any such requirements are not included within the Licence Fee.
- 4.2 No single Licensed Cutting shall exceed the greater of one whole article or 5% of any single issue of a periodical publication.
- 4.3 For Website Material that is not made available or otherwise structured as a conventional, journal, magazine or periodical or where the Website Material is not divided into distinct sections identifiable as the equivalent of one article or 5% of any single issue of a periodical publication, the Licensee shall ensure, as far as is reasonably practicable, that the Licensed Cutting is equivalent to the limits set out above.
- 4.4 For the avoidance of doubt, where the original is in full colour, Licensed Cuttings may be made in colour and in black and white (known as halftones) provided that no colour separations are made.
- 4.5 Save for the alterations permitted by clause 4.3, no digital manipulation, whether by way of optical character recognition, morphing, colour or shade adjustment or otherwise may be made of Website Material under the Licence and the Licensee may not make any alteration to any extract from any Licensed Material other than alterations to size or layout necessitated by the limitations of the Media Monitoring Service it provides or as needed to render it

compatible with the Licensee's systems provided no alterations are made to the content of any Licensed Material.

- 4.6 The Licensee shall use all reasonable endeavours to ensure that all Cuttings, Snippet Links and PDFs contain both the title of the work from which the Licensed Cutting is extracted and the identity of the author of the literary and any artistic works appearing in such Licensed Cutting.

5. Further conditions applying to scanning and digitally extracted content

- 5.1 Digital Cuttings and Digitally Extracted Content may only be stored for use as part of an Electronic Service by the Licensee for access by a Customer for a period of 30 days from the date of creation of the Digital Cutting or Digitally Extracted Content after which they must be removed from the Electronic Service. Subject to the provisions of clause 3.5, the Licensee shall not otherwise store Digital Cuttings or Digitally Extracted Content (whether on a server, a personal computer or any other standalone electronic information storage or retrieval system).
- 5.2 Digital Cuttings and Digitally Extracted Content may only be made available on the Electronic Service and may not be placed on the publicly accessible world wide web or be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website or otherwise made available or stored in open resources (including electronic reserves, digital libraries or institutional repositories).
- 5.3 The Licensee will delete from the hard drives of all its central and local servers any and all Digital Cuttings and Digitally Extracted Content which may be stored there upon notice from the CLA that the Rightsholder believes that the Licensed Material contained in the Digital Cuttings infringes copyright or is, or may be, defamatory, obscene or otherwise unlawful.
- 5.4 Subject to clauses 4.3 and 4.4 no digital manipulation, whether by way of optical character recognition, morphing, colour or shade adjustment or any other form of manipulation may be made of Digital Cuttings save where such manipulation is necessary to render the Digital Cutting legible.
- 5.5 Further to clause 4.1, the Licensee acknowledges that:
- a) the Participating Digital Material Publishers may apply additional requirements in relation to the access and use of their websites and electronic publications, including any pay per view and subscription fees or other payments and/or may apply such additional requirements to specific Website Material and it will be necessary for a Customer to comply with these requirements in addition to and notwithstanding any of the provisions of this Agreement;
 - b) the terms and conditions or other contractual provisions relating to the access and use of such websites and Website Material shall continue to apply in addition to this Agreement save in respect of the making and distribution of Licensed Cuttings where the terms of this Agreement shall be deemed to apply and take precedence; and
 - c) the Participating Digital Material Publishers may apply technical measures in support of and to enforce the above and the Licensee agrees to comply with all such measures.
- 5.6 The Licensee must take all necessary steps to protect and control access to the Website Materials physically in its possession and control and shall require a similar undertaking from all employees, agents and/or other persons involved in the use and operation of the Licence for Website Monitoring. The Licensee must immediately notify CLA of any loss of or unauthorised use of or access to the Website Materials.

6. Conditions of supply to customers

- 6.1 The Licensee shall, as a condition of supplying any Licensed Cuttings to a Customer, impose a term which requires the Customer to ensure that (unless permitted by a CLA licence or equivalent granted to that Customer or authorised by the copyright owner):
- 6.1.1 Paper Cuttings are not further copied or otherwise reproduced;
 - 6.1.2 any one Digital Cutting may only be accessed once and a single paper copy printed out (which single paper copy may not itself be further copied) following which that Digital Cutting and any electronic copies of that Digital Cutting must be deleted. This applies even though a Customer may have or engage in Multiple Access. For the avoidance of doubt, the Licensee shall not be required to verify that Customers have a CLA licence or equivalent or the copyright owner's permission to have or to engage in Multiple Access and shall not itself be deemed to be in breach of this Agreement by allowing Multiple Access to a Customer provided the Licensee has complied with the other terms and conditions of this Agreement (in particular clauses 3.3 and 7); and
 - 6.1.3 Licensed Cuttings are not altered and in particular any copyright notices are not to be removed, concealed or amended.
- 6.2 Each Paper Cutting produced by the Licensee or the front sheet of any compilation of Licensed Cuttings, shall contain a notice to the Customer that the contents of the original publication or publications from which the Licensed Cutting or compilation is extracted are subject to copyright and may not be copied or otherwise reproduced even for internal purposes unless permitted by a CLA Licence or equivalent granted to that Customer or authorised by the copyright owner.
- 6.3 Each Digital Cutting supplied by the Licensee shall include a statement that the contents of the original publication or publications from which the Digital Cutting is extracted are subject to copyright and that the Customer to whom it is supplied may not unless permitted by a CLA Licence or equivalent granted to that Customer or authorised by the copyright owner:
- a) access the Digital Cutting more than once and/or print out more than a single paper copy which itself may not be further copied;
 - b) retransmit the Digital Cutting to anybody else, other than to enable a single paper copy to be printed out for the individual who originally requested the Digital Cutting; or
 - c) electronically store any copy of the Digital Cutting (save for any automatic and transient storage which occurs on the Customer's computer network while the Digital Cutting is received or viewed in accordance with an Electronic Service).
- 6.4 The Licensee shall ensure that its agreements with Customers expressly confer on CLA the right, pursuant to the Contracts (Rights of Third Parties) Act 1999, to take legal action directly against Customer to enforce the restrictions set out in this clause provided that CLA shall consult with the Licensee prior to taking any such legal action. In undertaking such consultation CLA may impose, and the Licensee shall be obliged to accept, any confidentiality restrictions and timetable for consultation as appears to CLA to be reasonably necessary so as not to prejudice the legal action it is contemplating taking.

7. Compliance

- 7.1** If the Licensee becomes aware that any of its Customers is making further copies in contravention of the terms set out in clause 6 it shall (subject to the provisions of clause 3.3.1):
- 7.1.1** Inform CLA of such fact and the identity of the Customer; and
 - 7.1.2** Unless requested by CLA not to do so, inform such Customer that it is obliged by the terms of this Licence to inform CLA of such act and that CLA may inform other operators of media monitoring services that such Customer has been involved in unlicensed activities and that CLA reserves the right to instruct other operators of media monitoring services not to provide such Customer with the same type of Licensed Cuttings until and unless the unlicensed activities are ceased and/or remedied.
- 7.2** Should the Licensee have reasonable grounds, or is notified that CLA has reasonable grounds, to believe that any Customer is in breach of any of the terms of its supply agreement with the Licensee, if requested by CLA to do so, it shall immediately serve notice on such Customer requiring it to cease and, where possible, to remedy the alleged breach within 14 days of the date of the notice, and warning that the Licensee will suspend supply of whichever type of Licensed Cuttings have been the subject of unlicensed activities without further notice if the breach is not ceased and/or remedied within such period to the satisfaction of CLA. If such breach is not ceased and/or remedied then the Licensee shall cease the supply of said Licensed Cuttings to such Customer upon request by CLA. Where Licensed Copies are supplied outside the territory of the Licensee, CLA may restrict any suspension or cessation to the recipients in that territory only.
- 7.3** In addition to any other reports required under this Agreement the Licensee shall at its own cost, if requested by CLA in support of any compliance investigation or legal action (whether contemplated or commenced by or on behalf of CLA):
- 7.3.1** supply to CLA upon request made by CLA following receipt of the list of Licensed Cuttings supplied under clause 3.3 any and all information it has on the Licensed Cuttings, to include title and author information as per clause 4.5 above, supplied in any previous Quarter during the last three (3) years to any Customer (or prospective customer) that has Multiple Access to the Media Monitoring Service provided to it by the Licensee. The Licensee will use its best endeavours to retain information sufficient to enable CLA to identify particular Licensed Cuttings supplied (as well as the date and location of supply) and this information should take the form of the template for metadata contained in Appendix D;
 - 7.3.2** keep copies of all Licensed Cuttings supplied to any Customers identified in advance by CLA as being Customers without a CLA licence or equivalent and who may therefore be in breach of the conditions imposed by this Licence on the supply to Customers of Licensed Cuttings. Copies shall be delivered to CLA at either (i) CLA's request or (ii) the Licensee may retain such copies on the Licensee's internal systems for a period of one (1) year and thereafter deliver copies of the Licensed Cuttings to CLA for such previous year. The copies shall be saved and delivered to CLA separately for each identified Customer and shall be saved in a format where CLA can identify and match the copies of Licensed Cuttings to the information supplied by the Licensee to CLA under clause 7.3.1. CLA shall confirm to the Licensee that such copies are satisfactory before the Licensee deletes any copies from the Licensee's internal systems. Thereafter, the Licensee shall continue to retain copies of the Licensed Cuttings until such time as CLA notifies the Licensee they no longer need to be retained and delivered to CLA in accordance with (i) and (ii) under this clause.
 - 7.3.3** render to CLA all reasonable assistance with any compliance investigation undertaken and any legal proceedings it brings against any Customer for copyright infringement brought by or on behalf of CLA, at all times, unless advised to the contrary, keeping any and all information relating to any such investigation or proceedings confidential. CLA shall be obliged to reimburse the Licensee for any reasonable external legal costs so incurred but not for any internal costs of rendering such assistance.
- 7.4** The conditions attaching to a supply of Licensed Cuttings to a Customer imposed by this clause shall also apply to any supply of Licensed Cuttings to a prospective customer under clauses 2.1.1 (f) and 2.1.2 (d).
- 7.5** Requests made by CLA under this clause 7 may be made by email.

8. Indemnity

- 8.1** 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.
- 8.2** 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 ten (10) working days or, in the case of a Claim Form within five (5) working days of the same having been received by the Licensee.
- 8.3** The indemnity conferred by this clause shall not apply:
- 8.3.1** if the Licensee is in material breach of any term of the Licence; or
 - 8.3.2** during any period, or in respect of matters arising during such period, while the Licence is in suspense pursuant to Clause 11.
- 8.4** 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.
- 8.5** 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.
- 8.6** The Licensee shall indemnify CLA in respect of all reasonable expenses, damages or legal costs awarded against or incurred by CLA in respect of any third party claim arising out of any breach by the Licensee of any term of the Licence.

9. Confidentiality

- 9.1** Neither party is to disclose to any party not a party to this licence, with the exception of a professional adviser acting as such, any proprietary or confidential information obtained from the other party.
- 9.2** The obligation of confidentiality will not apply:
- 9.2.1** where the information is within the public domain (otherwise than as a result of a breach of this clause); or

- 9.2.2 where use or disclosure of the information is required by law or by the regulations of a recognised stock exchange or pursuant to any judicial or government request, requirement or order; or
- 9.2.3 where use or disclosure of the information is required in support of any compliance or legal activity or investigation undertaken by CLA, whether in pursuance of its rights under the Compliance clauses of this Licence or otherwise. In particular CLA, as their agent, shall be entitled to disclose information to the Authors' Licensing and Collecting Society Ltd ("ALCS"), the Publishers Licensing Society Ltd ("PLS"), or any overseas reproduction rights organisation ("RRO") as well as any Rightsholder in pursuance of any compliance or legal action, whether actual or contemplated, against Customer in connection with the supply or receipt of Licensed Cuttings; or
- 9.2.4 so as to prevent disclosure by CLA to ALCS, PLS, and any RRO provided that (but subject to clause 9.2.3) CLA will only provide ALCS, PLS, and RROs with information that is aggregated and anonymised, unless the Licensee has given its express prior approval.

10. Notification

- 10.1 The Licensee shall notify all its Employees engaged in providing services in relation to this Licence of the terms of the Licence and shall use all reasonable endeavours to ensure that all Employees comply with such terms.

11. Termination and breach

- 11.1 Either party may terminate the Licence upon giving to the other at least 6 calendar months' written notice served so as to expire on the first anniversary of the Commencement Date or any subsequent anniversary thereafter.
- 11.2 If the Licensee commits any material breach of any of the provisions of the Licence and remains in breach twenty-one (21) 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 have been remedied.
- 11.3 Either party may terminate the Licence by notice in writing to the other if and when a supervisor, 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
- 11.4 other party which is not discharged within seven (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 seven (7) days of its presentation.
- 11.5 Upon termination of the Licence for whatever reason, the Licensee shall immediately delete from the hard drives of all of its central and local servers any and all Digital Cuttings and Digitally Extracted Content which may be stored there and upon written request from CLA the Licensee shall certify that it has done so.

12. General

- 12.1 All notices given under the Licence shall be in writing by electronic mail. In the case of there being no valid contact, notices shall be sent by first class post, in the case of the Licensee to the address shown on the Certificate and shall be deemed to have been served on the second working day (which shall exclude weekends and English public holidays) following the date of posting.
- 12.2 The Licence may only be varied by agreement acknowledged in writing on behalf of a duly authorised officer from both CLA and the Licensee.
- 12.3 The Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.
- 12.4 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.
- 12.5 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.

Schedule

(Details of Licence and Subscription Fees)

Annual Subscription Fee for Website Monitoring

(all fees £ plus VAT)

No of clients receiving web snippet links	Option a) Subscription fee for scraping and indexing only (£0.0625 fee applies per snippet link supplied)	Option b) Subscription fee for scraping, indexing and supply of snippet links derived from this activity (unlimited*)
Up to 5	£1,500.00	£7,500.00
6 to 99	£5,000.00	£30,000.00
100 +	£10,000.00	£60,000.00

Licence Fee per Licensed Cutting

Paper Cutting: £0.05p

Digital Cutting: £0.125p

*Snippet Link: £0.0625p

*PDF of Digitally Extracted Content: £0.125p

*only applicable to Licensees with a Licence for Website Monitoring choosing option a) above. Where a Customer is provided with both a Snippet Link and a PDF of the same web content, only the higher transactional fee will apply.

All transactional fees are subject to a minimum annual fee of £147.75.

For the avoidance of doubt, a service provider subcontracted by a Licensee in accordance with clause 2.3, whilst being subject to the terms and conditions of the Licensee's Licence will not be subject to any fees or other payments to CLA. Licence Fees for material supplied in accordance with clause 2.4 from one licensed media monitoring organisation to another media monitoring organisation remain the responsibility of the receiving licensed media monitoring organisation.

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Appendix A

SUMMARY INFORMATION FOR THE TOTAL NUMBER OF CUTTINGS PER ISSN/URL

It is essential that all fields are completed as this will prevent any queries being sent to you from CLA.

PLS ID	Valid ISSN	Title / URL if website	Publisher	Quantity of cuttings for the quarter			
				Paper	Digital	Website	
<i>Internal ID: consists of 6-8 digits</i>	<i>International Standard Serial Number: consists of 8 digits</i>	<i>Publication title OR full URL of web page</i>	<i>Name of publisher or imprint</i>	<i>No. of photocopied excerpts</i>	<i>No. of scanned excerpts from print publication</i>	Snippet Link <i>No. of URL links</i>	PDF of Digitally Extracted Content <i>No. of PDFs from free-to-view website</i>

Appendix B

BREAKDOWN FOR TOTAL NUMBER OF CUTTINGS PER ISSN/URL BY CUSTOMER

Customer Code	Customer name	PLS ID	Valid ISSN if print/website	Title/URL if website	Publisher	Quantity of cuttings for the quarter				Clicks per Clip
						Paper	Digital	Website		
<i>MMO Client Code</i>	<i>MMO Client Name</i>	<i>Internal ID: consists of 6-8 digits</i>	<i>International Standard Serial Number: consists of 8 digits</i>	<i>Publication title OR full URL of web page</i>	<i>Name of publisher or imprint</i>	<i>No. of photocopied excerpts</i>	<i>No. of scanned excerpts from print publication</i>	<i>Snippet Link No. of URL links</i>	PDF of Digitally Extracted Content <i>No. of PDFs from free-to-view website</i>	<i>Number of clicks per clip - for Scanning and PDF (if applicable) only</i>

Appendix C

NAME AND ADDRESS OF EACH CUSTOMER

(* = mandatory fields)

(** = original; photocopy; email/email attachment; web-based access; RSS feed; other)

Customer Code*	Customer name*	Address 1*	Address 2*	Address	Address	Postcode	Delivery Method**	Multiple Recipient Y/N*	Contact Name	Job Title	Department	Tel	Email

Appendix D
METADATA

Headline/Title	Publication Name	PLS ID	ISSN No.	Page No.	Publisher	Publication/ Cover Date	Date Delivered	Publisher Address	Accesses