

Introduction

This document records the terms on which CLA, as agent for NLA ('Licensor') grants a licence to Educational Establishments in the United Kingdom.

Addendum

This Addendum sets out the terms additional to your NLA Educational Establishment Licence which govern your relationship with the Licensor in relation to the receipt and use for commercial purposes of web material received from media monitoring organisations on a paid-for basis.

1. DEFINITIONS USED IN THESE TERMS

Except as set out below capitalised terms in this Addendum shall have the same meaning as set out in the NLA Educational Establishment Licence.

"Article"

means an article, report or other item on an NLA Publisher Website;

"Media Monitoring Material"

means a hyperlink to an Article with (if any) (i) accompanying text extract, relating to the Article and (ii) associated metadata relating to the Article (including without limitation bylines, website name and word count), all as supplied to the Licensee and/or its Permitted Users by an MMO;

"MMO"

means any one or more media monitoring organisation(s) (for example, press cuttings agency and/or web aggregator service) or other entity with whom the Licensee has entered into an arrangement under which the organisation(s) will provide Media Monitoring Materials to the Licensee as permitted by this Addendum;

"NLA Publisher Website"

means any of the websites (including but not limited to newspaper websites) participating in the scheme operated by the NLA from time to time, a list of which is set out on the Website List;

"Permitted User"

means an employee of the Licensee, or an independent contractor or consultant engaged by the Licensee authorised to receive Media Monitoring Materials;

"Web End User Licence Fee"

means the fee payable for the rights granted in this Addendum as set out in the list of NLA's prices from time to time in force a copy of which is available at www.nlamediaaccess.com;

"Website List"

means each of the websites hosted on the URLs listed on the NLA website list, a copy of which is available at www.nlamediaaccess.com

2. RIGHTS GRANTED

2.1 In consideration of the payment of the Web End User Licence Fee the Licensor grants the Licensee a non-exclusive worldwide licence for each of its Permitted Users to do the following for the Licensee's internal commercial purposes:

- (a) receive Media Monitoring Materials from the MMO;

The Copyright Licensing Agency Ltd

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4 Battle Bidge Lane
London SE1 2HX

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

- (b) retrieve and display each Article on screen; and
- (c) make one paper copy of each Article.

- 2.2 The Licensor grants the Licensee a non-exclusive worldwide licence to provide one copy of any Media Monitoring Material to the Licensee's media evaluation advisor, solely for the purposes of that advisor providing media evaluation advice to the Licensee.
- 2.3 Use of any Article other than as set out in this clause 2 is subject to a separate licence from the publisher of the relevant NLA Publisher Website or from the Licensor where the use is within the UK and may require a licence from the Licensor, the publisher or another representative body where the use is outside the UK. If the Licensee has any questions, please refer to the relevant NLA Publisher Website or to www.nlamediaaccess.com.

3. THE LICENSEE OBLIGATIONS

- 3.1 The Licensee agrees:
- (a) to pay the Web End User Licence Fee to the Licensor or, if agreed and set out in the Application Form, to its MMO;
 - (b) that neither it nor any of its Permitted Users shall acquire any intellectual property rights in any Media Monitoring Material or Article;
 - (c) that it shall not exceed the maximum number of Permitted Users specified in the Application Form.
- 3.2 The rights and obligations in the terms and conditions of each NLA Publisher Website will apply to its use by the Licensee except to the extent expressly extended by this Addendum.

4. RESERVATION OF RIGHTS

- 4.1 The Licensor may update this Addendum from time to time. The revised Addendum will be applicable following any renewal under clause 7 of the NLA Educational Establishment Licence. If the Licensor wishes to make effective any changes to this Addendum prior to the Licensee's renewal, it may do so by notifying the Licensee via the email address provided in the Application Form or by mail to the address provided in the Application Form. If the Licensee does not wish to accept the new Addendum it should no longer exercise the rights under this Addendum and contact the Licensor for a pro-rata return of any remaining Web End User Licence Fee in accordance with clause 8.1 of the Terms and Conditions of the NLA Educational Establishment Licence.
- 4.2 The Licensor reserves the right to revise the Web End User Licence Fee no more than once in every calendar year. Any revisions in the Web End User Licence Fee shall take effect on 1 April of the relevant year.

5. GENERAL

- 5.1 The Licensee agrees and acknowledges that the Licensor has no control over, or liability (whether under this Addendum, in contract, negligence or otherwise) for the service provided to it by the MMO or for any Media Monitoring Material or Article.
- 5.2 The Terms of the NLA Educational Establishment Licence shall apply to the rights granted under this Addendum unless otherwise stated. References in the Terms to the Licence Fee shall include the Web End User Licence Fee. Accordingly, this Addendum shall comprise part of such Terms.