



The Copyright Licensing Agency

Multinational Licence Application Form

Please detach, sign and return your licence application to

New Licences,
The Copyright Licensing Agency Ltd,
FREEPOST
RLZJ-XSXL-AHGA,
Saffron House
6-10 Kirby Street,
London EC1N 8TS

Fax to 020 7400 3101

Email licence@cla.co.uk

New licence enquiries
0800 085 6644

Account code (CLA only)

The application form and notes should be read in conjunction with the CLA Rate Card

Full legal name of organisation

Address

Postcode

Please list below Subsidiary Companies intended to be covered by the licence (or attach separate list)¹:

Total no. of worldwide employees²

Total no. of US employees²

Total no. of UK employees²

Total no. of UK Professional Employees³

I hereby apply to CLA for a licence to take effect from the first day of⁴

Indemnity for Past Copying⁵

We have copied from books, journals or magazines and/or have copied or distributed press cuttings or documents supplied by a third party in the past and wish to backdate the licence (see note 5):

Yes No

If yes:

a) We would like the indemnity for the full six years

Or

b) We would like the indemnity from: [Insert date]

Main Business Activity⁶

SIC Code⁷

The Copyright Licensing Agency Ltd

Saffron House
6-10 Kirby Street
London EC1N 8TS
Tel 020 7400 3100
Fax 020 7400 3101
Email cla@cla.co.uk
www.cla.co.uk

CBC House
24 Canning Street
Edinburgh EH3 8EG
Tel 0131 272 2711
Fax 0131 272 2811
Email clasotland@cla.co.uk

I certify that I have read and understood the terms and conditions of the CLA Multinational Licence in conjunction with the CLA Rate Card and agree to abide by them. The information provided on this form is true to the best of my best knowledge and belief.

Signed

Duly authorised signatory for and on behalf of the applicant

Position

Date

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

Estimated Number of photocopiers⁸

Estimated Number of scanners

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.
- 7 The 2-digit SIC code of your principal business activity should be entered here. For a list of SIC codes, please refer to the enclosed Rate Card.
- 8 We request this information in order to supply you with sufficient stickers/support materials to go next to copiers/scanners. If the actual numbers are not known, please give an estimate. Additional support materials can be requested at a later date.



The Copyright
Licensing Agency

Multinational Licence Terms and Conditions

Introduction

This Licence records the terms on which CLA, as agent for the Authors' Licensing and Collecting Society Ltd, the Design & Artists Copyright Society Ltd, the Publishers Licensing Society Ltd and various reproduction rights organisations overseas, 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 Intranet, 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 listed on CLA's website 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 a list or other information on, or which can be accessed via, CLA's website shall include:-

- i) both any such list or information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA Multinational licences;
- 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;

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";

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Agency Ltd

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Fax 020 7400 3101
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CBC House
24 Canning Street
Edinburgh EH3 8EG
Tel 0131 272 2711
Fax 0131 272 2811
Email clascotland@cla.co.uk

Excluded Material: those categories of work and 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 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 (i) 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 (ii) 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 Repertoire: (i) for Paper Copies, original published editions of books, journals, magazines and other periodicals either published in the United Kingdom or published by a Participating US 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 CCC Electronic-Rights Works only;

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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;

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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 listed on CLA's website;

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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;

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

Scanning Mandate Territories; the United Kingdom, Australia, Canada (including Quebec), Denmark, France, Hong Kong, Ireland, Norway, Spain, South Africa and Switzerland;

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

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;

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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 Licensee shall pay the Fee together with any VAT payable within 30 days of receipt 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.

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- 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.
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5. FURTHER CONDITIONS APPLYING TO THE CREATION AND USE OF DIGITAL COPIES

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 - 5.6.2 a record is kept of all such subcontracts and that such record is provided on request to CLA;
 - 5.6.3 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
 - 5.6.4 the use of a sub-contractor located outside of the United Kingdom shall be deemed not to be a breach of clause 2.
- 5.7 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.

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- 7.2 Authorised Persons may also store Digital Copies for individual use and such Digital Copies may also be accessed by colleagues within the same workgroup, but may not be accessed on a routine basis by any other Authorised Persons.
- 7.3 Subject to clauses 7.1 and 7.2, Digital Copies may not be stored on a server, or systematically indexed, with the intention of creating an electronic library or similar corporate information resource.
- 7.4 On termination of this Licence the Licensee shall:
- 7.4.1 delete, as soon as practicable, from the hard drives of all its central and local servers any and all Digital Copies which may be stored there (save for those Digital Copies the retention of which is required by law), but;
 - 7.4.2 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. If so requested in writing by CLA, the Licensee shall certify that it has deleted Digital Copies in compliance with this clause.

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- 7.6 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.

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- 9.1 The provisions of this clause shall only apply where an Authorised Person is visually impaired or otherwise disabled and by reason of such visual impairment or disability is unable to read or access a Licensed Copy made under the provisions of the Licence.
- 9.2 Notwithstanding the provisions of clause 4.2 the Licensee, and as appropriate Authorised Persons, may make and supply a copy (an "Accessible Copy") of part or the whole of any work within Licensed Material in any alternative format that is more accessible to an Authorised Person (as described in cl.

9.1), whether in digital or audio format, large or small print copies or embossed copies (whether produced in Moon or Braille or otherwise) or in other formats on, and subject to, the following conditions:

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- 9.2.3 each Accessible 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 visually-impaired or a 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
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- 9.2.4 the Licensee may only charge for the supply of an Accessible Copy an amount which does not exceed the cost of making and supplying it;
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 - (ii) no other digital manipulation of the work is made whether by way of optical character recognition, morphing, colour or shade adjustment beyond what is necessary to make the Accessible Copy accessible to the Authorised Person for whom the Accessible Copy is made;
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9.3 An Authorised Person is to be regarded as visually impaired or disabled for the purposes of this clause if he or she would be regarded as a "visually impaired person" in accordance with s.31F (9) of the Copyright, Designs and Patents Act 1988, or, as appropriate, as a "disabled person" in accordance with s.1 of the Disability Discrimination Act 1995.

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 be sent by first class post, in the case of the Licensee to the address shown on the Certificate, and in the case of CLA to: Customer Services Manager, Saffron House, 6-10 Kirby Street, London EC1N 8TS (or any other address notified to the Licensee by CLA), 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.
- 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.