

CLA Licence applying to Schools of Scottish Councils

Terms and Conditions

1. Definitions

In these Terms and Conditions the following meanings apply:

'Academic Year': the period of 12 months comprising 3 school terms commencing on the first day of the Autumn school term in September of any calendar year;

'Acetates': reproductions of Licensed Material onto acetate for use with overhead projectors;

'Authorised Persons':

(i) all pupils and their parents, teachers (whether temporary or permanent), staff and governors of the School;

(ii) in respect of Digital Copies: all those individuals mentioned in (i) above who are permitted by the Licensee to have access to the Secure Network;

'CLA': The Copyright Licensing Agency Limited;

'CLA's website': www.cla.co.uk or such other site as may be notified to the Licensee;

'Council': any Scottish Council which has taken out a CLA Licence;

'Digital Copies': electronic copies of Material Licensed For Scanning, in whole or part, which are direct unaltered copies of the work copied or copies retyped verbatim;

'Excluded Materials': those categories of work and individual works identified on the list of Excluded Categories and Works as listed on CLA's website as this list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website and shall take effect on the next Quarter Day;

'Licence': the licence granted by clause 2;

'Licence Year': 1st April in any one year to 31st March in the succeeding year;

'Licensed Copies': Paper Copies, Digital Copies or Acetates as appropriate;

'Licensed Material': any and all Material Licensed for Photocopying and Material Licensed for Scanning;

'Material Licensed for Scanning': original published editions of books, journals, magazines and other periodicals in which copyright subsists published in the Scanning Mandate Territories other than any Excluded Material;

'Paper Copies': photocopies on to paper from original Material Licensed for Photocopying (and copies made there from), paper printouts of Digital Copies and paper print outs of Third Party Digital Material but, in all cases, excluding any copy in electronic form;

'Photocopying Mandating Territories': The United Kingdom, Australia, Austria, Canada (including Quebec), Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Jamaica, The Netherlands, New Zealand, Norway, Singapore, South Africa, Spain, Sweden, Switzerland and the United States of America. This list may be amended periodically by CLA. Any amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted;

'Quarter Day': 1st January, 1st April, 1st July or 1st October;

'Scanning Mandate Territories': The United Kingdom and the United States of America. This list may be amended periodically by the CLA. Any such amendment shall be posted on CLA's website and shall take effect on the next Quarter Day after such amendment is first posted;

'School': any school of a Council;

'Secure Network': a network (whether a standalone network or a virtual network within the Internet) which is only accessible to those Authorised Persons who are approved by the Licensee for access to the Secure Network, whose identity is authenticated at the time of login (and periodically thereafter) in a manner consistent with current best practice, and whose conduct is subject to regulation by the Licensee;

'Third Party Digital Material': material in electronic form supplied to a school by third party document suppliers (including, for example, but without limitation, press cutting suppliers) that have been licensed by CLA to provide such a service. For the avoidance of doubt, this does not include any electronic material supplied direct to a school by, or on behalf of, the copyright owner which will be subject to its own licence conditions.

2. The Licence

The non-exclusive right on the terms and conditions herein for a school to:

2.1 make, or permit the making of, Paper Copies;

2.2 distribute, or permit the distribution of, Paper Copies to Authorised Persons;

2.3 scan Material Licensed for Scanning to produce Digital Copies;

2.4 create Digital Copies by retyping extracts of Licensed Material onto a computer;

2.5 make available, or permit the making available of, Digital Copies, in both cases solely within the Secure Network;

2.6 make available, or permit the making available of, Digital Copies of Third Party Digital Material, in both cases within the Secure Network;

2.7 make copies, or permit the making and distribution of, Accessible Copies in accordance with clause 5;

2.8 make and distribute Acetates in accordance with clause 6. for educational and teaching purposes only. For the avoidance of doubt pupils accessing the Secure Network remotely within the United Kingdom for the purposes of their studies may open, view and print out a single paper copy but nothing in these terms and conditions authorises the making of Digital Copies by pupils.

3. Conditions Applying to the Making of Licensed Copies

3.1 The number of Paper Copies of any one item of Licensed Material taken at any one time shall not exceed the number needed to ensure that there is one Paper Copy for the teacher and each pupil in the class, lesson or course of study within the Academic Year for which the Paper Copies are intended. Where the Paper Copies are intended for a meeting of parents, teachers or governors, the number of Licensed Copies shall not exceed the numbers attending that meeting.

3.2 A school shall ensure that Licensed Copies do not exceed either singly or in aggregate the greater of five (5) per cent of any published edition, or:

(i) in the case of a book, one complete chapter;

(ii) in the case of an issue of a serial publication, or a set of conference proceedings one whole article;

(iii) in the case of an anthology of short stories or poems, one short story or poem not exceeding ten (10) pages in length;

(iv) in the case of a published report of judicial proceedings, the entire report of a single case.

3.3 No systematic or repeated copying of the same Licensed Material or part thereof for any one class, lesson or course of study within an Academic Year beyond the limits set out in Clause 3.2 above is permitted.

3.4 The Licence does not extend to the making of Licensed Copies outside of the United Kingdom.

3.5 A school must own an original (or a copy on which it has paid a copyright fee) of any Licensed Material it copies or scans under the terms of the Licence. The making of Licensed Copies shall not directly or indirectly substitute for the purchase of original Licensed Material or for the commissioning, reproduction, hire or any other use of an original artistic work within Licensed Material.

3.6 Paper Copies made in each Licence Year may be stored and used throughout the Licence Year and for the remainder of any Academic Year beginning within the Licence Year, but must then be destroyed.

4. Further Conditions Applying to the Making of Digital Copies

4.1 A school shall not edit, amend, manipulate, add to or delete from Digital Copies nor shall it authorise the same.

4.2 Except as may be permitted by this clause, by clause 5 or by statute, no digital manipulation, whether by way of optical character recognition, morphing, colour or shade adjustment or otherwise may be made of Digital Copies.

4.3 Digital Copies may not be placed on the publicly accessible internet or be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website.

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

4.5 Where any work (including an artistic work) appearing within Material Licensed for Scanning incorporates, or has adjacent to it, the identity of the author or creator of the work, no Digital Copy of that work shall be made unless the Digital Copy incorporates the identity of such author or creator.

4.6 Without prejudice to its obligations set out in Clause 3.5, a school shall use reasonable endeavors to include, where practicable, in all Digital Copies of artistic or literary works the identity of the author or creator of the literary or artistic work.

4.7 A school will delete from the hard drives of all its central and local servers any and all Digital Copies which may be stored there upon notice from the 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.

4.8 Where extracts of Licensed Material are retyped onto a computer pursuant to clause 2.4, a school shall ensure that the retyped extract is a verbatim copy of the Licensed Material and includes the identity of the author and title of the work from which it is extracted.

4.9 Digital Copies may include more than one extract of Licensed Material provided that the identity of the author of each extract is incorporated and that the Digital Copy otherwise observes the moral rights of the author.

4.10 Digital Copies may not be stored on a server, or systematically indexed, with the intention of creating an electronic library or similar educational information resource of extracts of Licensed Material except that:

4.10.1 Digital Copies may be stored where necessary for technical or back-up purposes or where the retention of such Digital Copies may be required by law;

4.10.2 Digital Copies may be stored on a server and/or systematically indexed solely for the purposes of, and for the duration of, the class, lesson or course of study for which the Digital Copy was made and intended to be used and shall, in any event, be deleted at the end of the Academic Year in which the Digital Copy was made.

5. Visually Impaired And Disabled Persons

- 5.1 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 this Licence.
- 5.2 Notwithstanding the provisions of clause 3.2 a school 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 5.1), 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:
- 5.2.1 the school must have lawful possession an original copy of any work from which it makes an Accessible Copy;
- 5.2.2 the school may only make an Accessible Copy of a work if and to the extent that such work is not commercially available in a form accessible to the Authorised Person for whom the Accessible Copy is made;
- 5.2.3 each Accessible Copy that exceeds the limits set out in clause 3.2 shall contain:
- (a) 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;
- (b) 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;
- 5.2.4 the school may only charge for the supply of an Accessible Copy an amount which does not exceed the cost of making and supplying it;
- 5.2.5 any Accessible Copy produced in a digital format may include facilities for navigating around the Accessible Copy and any such other facilities or changes (such as enlargement, reduction or colour selection of the text or illustrations) as are necessary to enable the Authorised Person for whom the Accessible Copy is made to access the Accessible Copy provided that:
- (a) such changes do not amount to a derogatory treatment of the work;
- (b) 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;
- 5.2.6 that the Accessible Copy is only to be used for the benefit of Authorised Persons.
- 5.3 An Authorised Person is to be regarded as visually impaired or disabled for the purposes of this clause if he 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.

6. Acetates

- 6.1 Acetates may be made and distributed to Authorised Persons for the purposes of instruction provided that acetate packs of the relevant Licensed Material are not commercially available.
- 6.2 The terms and conditions of this Licence, including in particular the provisions of clause 4, apply to the making of Acetates.

The Copyright Licensing Agency Ltd

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