

THIS AGREEMENT is made on:

**BETWEEN:**

(1) **THE COPYRIGHT LICENSING AGENCY LIMITED** of  
Saffron House 6-10 Kirby Street, London EC1N 8TS (hereinafter referred to as "CLA") and

(2)

of

(hereinafter referred to as the "Principal Licensee")

**WHEREAS:**

- (a) CLA, as agent for the Authors' Licensing and Collecting Society Ltd, the Publishers Licensing Society Ltd, the Design & Artists Copyright Society Ltd and various Reproduction Rights Organisations overseas, acts for substantial numbers of owners and licensees of copyright in various published books, journals, magazines and other periodicals and is willing to grant licences in respect of the reproduction of such material; and
- (b) The Licensees wish to reproduce such material without infringing the rights of the copyright holder; and
- (c) CLA is willing to grant a licence to the Licensees for the photocopying, scanning and the storage and use of scanned copies of such material.

The Copyright  
Licensing Agency Ltd

Saffron House  
6-10 Kirby Street  
London EC1N 8TS  
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Fax 020 7400 3101  
Email [cla@cla.co.uk](mailto:cla@cla.co.uk)  
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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](mailto:clascotland@cla.co.uk)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

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

**Affiliated Company:** any subsidiary or holding company (including any subsidiary of such holding company) where "subsidiary" and "holding company" have the meanings ascribed thereto in s.736 of the Companies Act 1985;

**Authorised Persons:**

(i) in respect of Paper Copies: employees of, or workers or consultants engaged by, any Licensee; and

(ii) in respect of Digital Copies: only those persons (a) who are employees of, or are workers or consultants engaged by, any Licensee; (b) who are permitted by the Licensee to access the Secure Network and whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice; and (c) whose conduct is subject to regulation by such Licensee;

in both cases where "workers" has the meaning given to it by the Employment Rights Act 1996 and "consultants" means individuals providing services to the Licensee;

**Commencement Date:** the date of agreement as shown on the page 1;

**Digital Copies:** electronic copies of Material Licensed For Scanning, in whole or part, in the form of digital bitmap copies which are direct unaltered copies of the work copied;

**Excluded Material:** those categories of work and individual works identified on the list of Excluded Categories and Works as periodically amended and published on the CLA website [www.cla.co.uk](http://www.cla.co.uk);

**Fee:** the annual fee calculated by multiplying the number of Professional Employees of the Licensees by 'X'. Such amount may be increased by CLA giving to the Licensee 2 months' notice to expire on any anniversary of the Commencement Date;

**Licence:** the licences granted and permitted by clause 2 and clause 7;

**Licensed Copies:** either Paper Copies or Digital Copies as appropriate;

**Licensed Material:** any and all Material Licensed For Photocopying and Material Licensed For Scanning;

**Licensees:** the Principal Licensee and any of its Affiliated Companies, incorporated in or carrying on any business in the United Kingdom whose Professional Employees have been included for the purposes of calculating the Fee and who are listed in Schedule 1. For the avoidance of doubt this does not include any business, division or other operating entity of any such Affiliated Company to the extent that it is based or is operating outside of the United Kingdom;

**List of Participating US Publishers:** the list of publishers participating in the agreement between the Copyright Clearance Center of the United States of America (CCC) and CLA, as notified to the Principal Licensee on issue of the Certificate and periodically thereafter;

**Material Licensed For Photocopying:** original published editions of books, journals, magazines and other periodicals in which copyright subsists published in the Photocopying Mandate Territories or published in the USA by publishers on the List of Participating US Publishers, EXCEPT Excluded Material;

**Material Licensed For Scanning:** original published editions of books, journals, magazines and other periodicals in which copyright subsists published in the Scanning Mandate Territories EXCEPT Excluded Material;

**Paper Copies:** photocopies onto paper from original Material Licensed For Photocopying and paper printouts of Digital Copies and Third Party Digital Material but, in both cases, excluding any copy in electronic form;

**Photocopying Mandate Territories:** the United Kingdom, Argentina, Australia, Belgium, Canada (including Quebec), Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Jamaica, Luxembourg, The Netherlands, New Zealand, Norway, Singapore, South Africa, Spain, Sweden and Switzerland. This list may be amended periodically and published on the CLA website [www.cla.co.uk](http://www.cla.co.uk);

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

**Professional Employee:** a director, officer or employee (other than a sales representative) of the Licensee who is graduate or holds an equivalent qualification;

**Scanning Mandate Territories:** United Kingdom.

**Secure Network:** a network operated or controlled by a Licensee (whether a standalone network or a virtual network within the Internet) which is accessible only to Authorised Persons and those individuals described in clause 2.7;

**Third Party Digital Material:** material in electronic form lawfully supplied to a Licensee by third party document suppliers, 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 such electronic material provided under any other licence.

1.2 All references to the singular in this Agreement may include the plural and vice versa as the context so requires and references to any gender shall include both genders. The provisions of the Schedules shall form part of this Agreement as if set out herein.

## 2. GRANT OF LICENCE

CLA grants to the Licensees the non-exclusive right during the continuance of the Licence, on and subject to the terms and conditions in this Agreement and in particular (but without limitation) to clause 4.5, to:

- 2.1 make or permit the making of, Paper Copies within the United Kingdom and to distribute the same to Authorised Persons;
- 2.2 scan within the United Kingdom Material Licensed for Scanning to produce Digital Copies;
- 2.3 make available (including, for the avoidance of doubt, by permitting the opening, viewing and printing thereof), or permit such making available of, Digital Copies to Authorised Persons, in both cases solely within the Secure Network;
- 2.4 make available, or permit the making available of, Third Party Digital Material, in both cases solely within the Secure Network;
- 2.5 make copies of Paper Copies;
- 2.6 do anything permitted by clause 7;
- 2.7 send or permit access to Licensed Copies to or, as the case may be, by employees and consultants of any Affiliated Companies ("recipients") outside of the United Kingdom where, in the case of Digital Copies, such an employee or consultant would otherwise satisfy part (ii)(b) and (c) of the definition of "Authorised Persons" on the following conditions:
  - 2.7.1 the recipient may open, view and print a single paper copy;
  - 2.7.2 such Digital Copies must bear either of the copyright legends set out in part 2 or part 3 of Schedule 2;

For the avoidance of doubt nothing in this Agreement is to be taken to authorise, or to purport to authorise the doing of any act outside of the United Kingdom other than the steps involved in the receipt, opening, viewing and printing permitted by clause 2.7.1; the responsibility for complying with the laws of other countries for any other acts shall rest with the relevant Licensee and/or recipient.

## 3. PAYMENT AND TERM

- 3.1 The Licence shall commence on the Commencement Date and continue from year to year unless and until determined in accordance with clause 10.
- 3.2 The Principal Licensee shall pay the Fee together with any VAT payable by the end of the month following the month of receipt of an invoice from CLA.
- 3.3 CLA reserves the right to charge interest at the Prescribed Rate on late payment of amounts due under the Licence.
- 3.4 The Principal Licensee shall, at least one month prior to each anniversary of the Commencement Date, notify CLA of any material change in the number of its Professional Employees.

## 4. RESTRICTIONS ON PHOTOCOPYING AND SCANNING

- 4.1 A Licensee must own an original and/or copyright fee-paid copy of any Licensed Material it copies or scans under the terms of the Licence.
- 4.2 No Licensed Copy shall exceed the greater of 5% of any item of Licensed Material, or:
  - 4.2.1 in the case of a periodical publication, two whole articles in any single issue or, where the issue, or a substantial part of it, is dedicated to a particular theme, any number of articles dealing with that theme;
  - 4.2.2 in the case of a published report of judicial proceedings, the entire report of a single case; or
  - 4.2.3 in the case of a book, one chapter.
- 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 Save as may be provided in clause 7, 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 the internal information purposes of the Licensees or any individual permitted to access or receive any Licensed Copies pursuant to clause 2.
- 4.5 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.
- 4.6 Licensed Copies may not be used for the delivery of education or training to third parties but may be made for the purposes of training of Authorised Persons provided that the Licensees may not receive payment or any other form of remuneration in consideration thereof.
- 4.7 For the avoidance of doubt, where the original is in full colour, Licensed Copies may be made in black and white (known as halftones) provided that no colour separations are made and provided that the Licensees comply with the provisions of clause 5.2.

## **5. FURTHER RESTRICTIONS ON SCANNING**

- 5.1 No Licensee shall edit, amend, manipulate, add to or delete from Digital Copies nor shall it authorise the same except that the addition of a copyright legend where required by the Licence or identifier tags shall not be a breach of the Licence.
- 5.2 Subject to clauses 4.7 and clause 11, 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 Copies.
- 5.3 Digital Copies may not be placed on the publicly accessible world wide web or, subject to clause 7, be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website.
- 5.4 Except as permitted by the Licence, no other copying, 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 artistic work appearing within Material Licensed for Scanning incorporates, or has adjacent to it, the identity of the author of an artistic work, no Digital Copy of that artistic work shall be made unless the Digital Copy incorporates the identity of such author.
- 5.6 Without prejudice to its obligations set out in clause 5.5, the Licensees shall use reasonable endeavours to include, where practicable, in all Digital Copies of artistic or literary works the identity of the author of the artistic or literary work.
- 5.7 Subject to any statutory obligations relating to retention of documentation, the Licensees shall delete from the hard drives of their central and local servers any and all Digital Copies which may be stored there upon notice from CLA to the Principal Licensee 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.

## **6. THIRD PARTY DIGITAL MATERIAL**

For the avoidance of doubt:

- 6.1 all of the provisions applying to the use of Digital Copies shall also apply in relation to any Third Party Digital Material; and
- 6.2 any material supplied in electronic form to the Licensees under any licence other than a CLA licence is subject to the terms and conditions of that other licence, and not the terms and conditions of the Licence.

## **7. FURTHER PERMITTED USES**

### **7.1 Medical Information**

Licensees may supply single Licensed Copies to health professionals or other persons legitimately requesting medical information in relation to the medical, therapeutic or technical use and support of any of the Licensees' products, provided that any such Licensed Copies supplied must bear either:

- 7.1.1 the copyright legend set out in parts 1 or 2, as appropriate, of Schedule 2; or
- 7.1.2 the copyright legend set out in part 3 of Schedule 2.

### **7.2 Regulatory Submissions**

Licensees may supply Licensed Copies to the medical regulatory authorities of any jurisdiction for the purposes of making or maintaining an application for regulatory or marketing approval of any of the Licensees' products.

### **7.3 Systematic Storage**

Subject particularly to the provisions of clauses 4.5 and 5.7, Licensees may store Digital Copies in a database held on any server on the Secure Network.

## **8. OTHER OBLIGATIONS**

- 8.1 The Principal Licensee shall notify all other Licensees of any information or notices it receives from CLA pursuant to the Licence.
- 8.2 All Licensees shall:
  - 8.2.1 notify Authorised Persons of, and ensure their compliance with, the provisions of the Licence;
  - 8.2.2 either display any user guidelines which CLA may periodically supply, or include the content of such user guidelines in any notice or guidance issued by any Licensee and displayed adjacent to every copying machine used to make Paper Copies, and to every scanner used to produce Digital Copies;
- 8.3 A Licensee shall, if required, complete and return accurately and to the best of the knowledge and belief of the relevant Licensee an 'Information Audit' form in accordance with the rules set out in the 'Guide to Information Audits' as shall be supplied to the relevant Licensee by CLA.
- 8.4 In exercising their rights under the Licence, the Licensees 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.

## 9. INDEMNITY

9.1 In this clause:

9.1.1 "Qualifying Claim" shall mean any complaint made in writing that any Indemnified Person (as defined below) acting in accordance with the Licence has infringed copyright and / or database right in Licensed Material or in any part of it or in the typographical arrangement of the published edition in which Licensed Material is contained.

9.1.2 "Indemnified Persons" shall mean:

(i) any Licensee;

(ii) any individuals permitted to access or receive any Licensed Copies pursuant to clause 2; and

(iii) any Affiliated Companies employing or engaging any such individuals to the extent only that they are held responsible for the acts of the individual the subject matter of a Qualifying Claim.

9.2 In the case of any Qualifying Claim CLA shall indemnify the Indemnified Persons in respect of all reasonable legal costs, expenses and damages awarded against or incurred by any of them including any ex gratia payments made with the prior written consent of CLA, provided that the Indemnified Persons have complied with the terms of the Licence where applicable and 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 an Indemnified Person.

9.3 The indemnity conferred by this clause shall not apply:

9.3.1 if the relevant Indemnified Person is in material breach of any term of the Licence;

9.3.2 during any period, or in respect of matters arising during such period, while the Licence is in suspense pursuant to clause 10;

9.3.3 following a termination pursuant to clause 10.2;

without prejudice to any Qualifying Claims in respect of any matters which do not themselves constitute a material breach of the Licence and which were properly lodged before termination or suspension, but shall otherwise survive the termination of the Licence.

9.4 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 Indemnified Persons shall co-operate with CLA in this respect where reasonably requested by CLA to do so.

9.5 The Indemnified Persons shall ensure that no admission or offer of payment or indemnity shall be made or given by or on their 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.

9.6 The Principal 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 made in writing arising out of the Licensees' breach of any term of the Licence and the provisions of this clause 9 shall apply as appropriate as if the references to "Qualifying Claim" were references to a claim under this clause 9.6, references to "CLA" were references to the "Principal Licensee" and references to "Indemnified Persons" were references to "CLA".

## 10. TERMINATION AND BREACH

10.1 Either party may terminate the Licence upon giving to the other at least 1 month's written notice to expire on the first anniversary of the Commencement Date or any subsequent anniversary thereafter.

10.2 If a Licensee commits any material breach of any of the provisions of the Licence and remains in breach fourteen (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.

10.3 Either party may terminate the Licence by notice in writing to the other if and when a supervisor, receiver, administrator, 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 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.

10.4 Upon termination of the Licence for whatever reason the Licensees shall, as soon as reasonably practicable, delete from the hard drives of all of their 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) and upon written request from CLA the Principal Licensee shall certify that this has been done.

10.5 Termination of the Licence shall be without prejudice to any accrued rights or remedies of either party.

## 11. VISUALLY IMPAIRED AUTHORISED PERSONS

- 11.1 Notwithstanding the provisions of Clause 4.2, the Licensee may make and supply to any visually impaired Authorised Person 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 such Authorised Person, 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:
- 11.1.1 the Licensee must have lawful possession an original copy of any work from which it makes an Accessible Copy;
- 11.1.2 the Licensee 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;
- 11.1.3 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 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;
  - (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;
- 11.1.4 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;
- 11.1.5 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:
- (i) such changes do not amount to a derogatory treatment of the work;
  - (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;
- 11.1.6 that the Accessible Copy is only to be used for those purposes for which Licensed Copies made under this licence may be used;
- 11.2 An Authorised Person is to be regarded as visually impaired 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.

## 12. GENERAL

- 12.1 All notices given under the Licence shall be in writing and be sent by first class post, 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 if such variance is acknowledged in writing by CLA and the Principal Licensee.
- 12.3 The Licence is personal to the Licensees 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, save for third parties expressly contemplated by this Agreement (including, but not limited to, all third party Licensees, and all such others as are permitted to access or receive any materials pursuant to clause 2).
- 12.6 Unless ordered by due legal authority, CLA shall not without the Principal Licensee's consent disclose to any third party any information supplied to CLA by any Licensee, except:
- 12.6.1 information in aggregated form from which Licensees cannot be identified; or
  - 12.6.2 the identity of a Licensee alone.

**AS WITNESS** the hands for and on behalf of the parties hereto the day and year first above written

Signed for and on behalf of  
The Copyright Licensing Agency Limited:

Name (print):

Position:

Date:

Signed for and on  
behalf of [Principal Licensee]:

Name (print):

Position

Date:

### Schedule 1

(List of Affiliated Companies included in Licence)

### Schedule 2

(Copyright Legend)

### Part 1

Any Paper Copy supplied by a Licensee pursuant to clause 7 shall include the following statement:

"The contents of this document have been supplied to you under licence from The Copyright Licensing Agency Ltd ("CLA") and are protected by copyright and, save as may be permitted by statute, may not be copied or otherwise reproduced (even for internal purposes) without prior permission of the copyright owner or under the terms of a licence from CLA or another authorised licensing body".

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### Part 3

Either Paper Copies or Digital Copies may include the following statement in place of the wording in Parts 1 and 2 as appropriate:

"This document has been supplied under a CLA Licence. It is protected by copyright and it may not (even for internal purposes) be further copied stored or on-copied electronically without permission, save as may be permitted by law. The recipient may print out a single paper copy of any document received electronically".

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