



# Public Administration Licence Application Form

Please sign	Full legal name of organisation		
and return your licence application to:	Address		
New Licences	Postcode		
Email: licence@cla.co.uk	Please list below any affiliate departments intended to be covered by the Licence (or attach		
New licence enquiries	separate list) :		
020 4512 0100			
	No. of Professional Employees <sup>1</sup> Total no. of employees		
	I hereby apply to CLA for a Licence to take effect from the first day of <sup>2</sup> 0 1 M M Y Y		
	Indemnity for Past Copying <sup>3</sup>		
	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 3):		
	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] 01 MMY		
	I certify that I have read and understood the terms and conditions of the CLA Public Administration 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 knowledge and belief.		
	Signed		
The Copyright Licensing Agency Ltd	Duly authorised signatory for and on behalf of the applicant		
	Name (print)		
Tel 020 7400 3100 Email cla@cla.co.uk	Position		
www.cla.co.uk	Date		
CLA Scotland Tel 020 4512 0100 Email licence@cla.co.uk			

PA\_20231220

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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		

For our records and invoicing, please provide an email address for your accounts department:

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. The number of Professional Employees on which the licence is based should be entered here. Enter only employees of the licensee of HEO grade, or its equivalent, and above.
- 2. The date on which your Professional Employee information was provided should be entered here.
- 3. 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.





# Public Administration Licence Terms and Conditions

### Introduction

1.1

This Licence records the terms on which CLA grants a licence to government departments and other public bodies 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

In this Licence the following meanings shall apply:

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- 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 Secure Network 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 'workers' has the meaning given to it by the Employment Rights Act 1996 and 'consultants' means individuals providing consultancy services to the Licensee. The term 'consultants' shall also include those members of a Designated Committee (not otherwise being an Authorised Person) when acting in connection with the activities of the Designated Committee;

#### CCC Electronic-Rights Works:

those works whether in digital or hard copy form, published by a Participating US Publisher identified on CLA's website or other electronic means controlled by CLA as being available for scanning and digital use or re-use;

#### CLA:

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

- i) any such information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA licences for public administration;
- ii) 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 entered on the Licence application form for the Licence to take effect or the date from which an indemnity is sought (if earlier);

#### 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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any group of individuals (at least 1 of whom must be an Authorised Person) created by the Licensee and having an advisory, consultative, tribunal or executive function in connection with its activities;

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either electronic copies of Material Licensed For Scanning, in whole or part, or copies made in the course of, or as a result of, the access or use by Authorised Persons of Digital Material which, in all cases, are direct unaltered copies of the work copied and are made in accordance with the terms of the Licence;

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#### **Excluded Material:**

those categories of work and individual works identified in the list of Excluded Categories and Works as shown on CLA's website or other electronic means controlled by CLA. 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 fee calculated by multiplying the number of Professional Employees of the Licensee by the current rate shown on CLA's website as applicable to public administration or, if greater, the minimum fee, if any, shown on CLA's website as applicable to public administration. The fee for the first year of the Licence is notified to the Licensee (to include payment for the indemnity as required) and for subsequent years shall be calculated by multiplying the relevant rate per Professional Employee (as shown on CLA's website prevailing three months prior to the anniversary of the Commencement Date) 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;

#### Item:

an individual and complete article, chapter, recipe or equivalent self-contained item of text and integrated still images;

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the licence granted by clause 2;

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any and all Material Licensed For Photocopying, Material Licensed For Scanning and Digital Material;

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the organisation and those affiliated departments whose Professional Employees have been included in the calculation of the Fee as listed in the application form;

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the universally free-to-access website or online application controlled and operated by the Licensee but excluding at all times any Restricted 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:**

those employees of the Licensee of HEO grade, or its equivalent, and above;

#### Quarter Day:

1st January, 1st April, 1st July or 1st October;

#### **Restricted Website:**

any website or online application that primarily offers news, magazine, periodical or literary content or which CLA considers to be materially associated with: i) political or religious campaigns ii) content which is sexually explicit, violent or militaristic, discriminatory, illegal or unlawful; or iii) activities which would cause detriment to the reputation of CLA or a relevant Rightsholder

#### **Rightsholder:**

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

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the United Kingdom, Argentina, Australia, Belgium, Canada (including Quebec), Chile, Denmark, France, Finland, Hong Kong, Iceland, Ireland, Jamaica, the Netherlands, New Zealand, Norway, South Africa, South Korea, Spain, Switzerland and Turkey as this list may be amended on CLA's website;

#### Secure Network:

a network operated or controlled by the Licensee (whether a standalone network or a virtual network within the Internet) which is accessible only by Authorised Persons;

#### Website Material:

material in the form of still images and text created and posted on Participating Digital Material Publishers' websites except Excluded Material.

**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 CLA grants to the Licensee and, as appropriate, Authorised Persons the non-exclusive right, subject to the terms and conditions set out in the following clauses. to:
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  - 2.2.2 within the United Kingdom only, provided that any Authorised Person located outside of the United Kingdom and any user of the Licensee Website (whether located inside or outside of the United Kingdom) may access and view, but not print out Digital Copies.

#### 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 Fee, together with VAT thereon, is payable within 30 days from the date of an invoice from CLA..
- 3.3 Subject to the Licensee complying with all terms and conditions of the Licence, CLA shall automatically renew the licence to the Licensee effective from 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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  - 4.2.2 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.
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- 4.7 For the avoidance of doubt, where the original is in full colour, Paper Copies and Digital Copies may be made in black and white (known as halftones) provided that no colour separations are made and provided that the Licensee complies with the provisions of clause 5.

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- 5.1 The Licensee shall not edit, amend, manipulate, add to or delete from Digital Copies nor shall it authorise the same except to the extent technically necessary to make the Digital Copies: i) perceptible on a computer screen to an Authorised Person; Or ii) (solely as permitted by clause 5.3) available on the Licensee Website. Electronic notation superimposed on, or electronic marking-up of, a Digital Copy which clearly distinguishes such notation or marking-up from the original text (such as by the use of different colours) shall not be a breach of this condition.
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- 5.4 Except as permitted by the Licence, no other copying, summarising, 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.
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- 5.6 The Licensee may subcontract to third parties the making and the making available of Licensed Copies, provided that:
  - 5.6.1 the Licensee takes all reasonable steps to ensure that any such third party operates appropriate management and security procedures so as to ensure compliance with the terms of the Licence;
  - 5.6.2 a record is kept of all such subcontracts and that such a 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 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. This Agreement is without prejudice to any acts which the Licensee is permitted to carry out by the terms of the Copyright, Designs and Patents Act 1988 (as the same may be subsequently re-enacted or amended) it being recognised that such permitted acts must be construed in accordance with the principles set out in Article 9 (2) of the Berne Convention, as already reflected in the legislation application in the United Kingdom.

#### 6. Further conditions applying to the use of CCC Electronic-Rights Works

- 6.1 Notwithstanding clause 2.1.2, the Licensee may only scan, or permit the scanning of, hard copies of a CCC Electronic-Rights Work under the Licence where the same is not reasonably available in digital form for the Licensee to purchase whether by subscription or otherwise.
- 6.2 The use of CCC Electronic-Rights Works is subject to such special limitations or other terms (if any) as are applicable to any individual work as identified on CLA's website.

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- 7.2 On termination of this Licence the Licensee shall:
  - 7.2.1 i) immediately cease to make available any Digital Copies on the Licensee Website; and ii) permanently delete, as soon as practicable, from the hard drives of all its central and local servers and those of any third party subcontractor any and all Digital Copies which may be stored there (save for those Digital Copies the retention of which is required by law), but;
  - 7.2.2 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.

- 7.3 The Licensee shall immediately: i) cease to make available any Digital Copies on the Licensee Website and ii) permanently delete, as soon as practicable, from the hard drives of all its central and local servers and those of any third party subcontractor any and all Digital Copies which may be stored there upon notice from 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 or, in the case of i) above, the relevant Rightsholder or publisher issues a legal retraction notice or notice of correction or if CLA considers the Licensee Website is, or has become, a Restricted Website.
- 7.4 If so requested in writing by CLA, the Licensee shall certify that it has ceased to make available and deleted Digital Copies in compliance with this clause 7. 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.
- 8.2 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.

#### 9. Print disabled persons

- 9.1 The provisions of this clause shall only apply where an Authorised Person is a Print Disabled Person in accordance with clause 9.3.
- 9.2 Notwithstanding the provisions of clause 4.2 the Licensee, and as appropriate Authorised Persons, may make and supply a copy of part or the whole of any work within Licensed Material in an alternative manner or form that gives a Print Disabled Person access to the work including allowing for the Print Disabled Person to have access as feasibly and comfortably as a person without a visual impairment or any of the disabilities referred to in clause 9.3 (an "Accessible Format Copy") but must respect the integrity of the work and not include any changes to the work which are not necessary in order to make an Accessible Format Copy for the exclusive use of the Print Disabled Person for whom it is intended on, and subject to, the following conditions:
  - 9.2.1 the Licensee must have lawful access to an original copy of any work from which it makes an Accessible Format Copy;
  - 9.2.2 each Accessible Format 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 Print 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
    - 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.
  - 9.2.3 the Licensee may only charge for the supply of an Accessible Format Copy an amount which does not exceed the cost of making and supplying it;
  - 9.2.4 that the Accessible Format Copy is only for the personal use of a Print Disabled Person (or a person acting on behalf of a Print Disabled Person) who is an Authorised Person; and
  - 9.2.5 Accessible Format Copies may only be distributed in the United Kingdom except that Accessible Copies of works published within the United Kingdom may be distributed in any member state of the European Union and any other country that is a party to the Marrakesh Treaty 2013.
- 9.3 An Authorised Person is to be regarded as a "Print Disabled Person" for the purposes of this clause if he or she is a person who:

9.3.1 is blind;

- 9.3.2 has a visual impairment which cannot be improved so as to give that person visual function substantially equivalent to that of a person who has no such impairment;
- 9.3.3 has a perceptual or reading disability, including dyslexia, and is, as a result, unable to read printed works to substantially the same degree as a person without an impairment or disability;
- 9.3.4 is otherwise unable, due to physical disability, to hold or manipulate a book or to focus or move their eyes to the extent that would be normally acceptable for reading; or
- 9.3.5 would otherwise be regarded as having a disability in accordance with s.6 of the Equality Act 2010.
- 9.4 This clause is without prejudice to and does not purport to prevent or restrict the doing of any act which by virtue of and in accordance with the Copyright, Designs and Patents Act 1988 ("the Act") would not infringe copyright.

#### 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 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.
- 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 directly be identified.

#### 13. General

- 13.1 All notices given under the Licence shall be in writing by electronic mail. In the case of there being no valid electronic contact, notices shall be sent by first class post, and shall be deemed to have been served on the second working day (which shall exclude weekend 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 both of CLA and of 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.