

## Introduction

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

## Terms and Conditions

These Terms govern your relationship with the NLA in relation to the use of Articles from NLA Publications (Corporate Website Rights) and NLA Websites (Corporate Website Rights) on your website.

If you do not agree to these Terms on behalf of the named Licensee please do not complete and submit the Licence Details. If you have any questions on the Terms, please contact us.

Submission of your details and agreement to these Terms is an offer to be licensed by the NLA. There will be no licence completed unless and until the NLA contacts you to confirm the licence. At the moment that the NLA contacts you to confirm the licence, a contract will be made between you and the NLA under these Terms.

This Licence is only available to organisations (including Affiliates if applicable) whose website is a free, universally available service but excluding websites that offer news and magazine content and third party goods and/or services.

This Licence is not available in respect of any website which, in the reasonable opinion of the NLA, is associated with any of the following:

- sexually explicit material;
- violence;
- discrimination (including on the basis of race, sex, religion, nationality, disability, sexual orientation; or age);
- any illegal activity;
- politics;
- military activity;
- gambling or gaming; or
- advertising or promotion of drugs, alcohol, tobacco, or firearms.

If you do not qualify for this NLA licence please contact the publisher concerned to apply for permission to use Articles on your Website.

### 1 DEFINITIONS USED IN THESE TERMS

#### "Affiliate"

a company which is to be licensed under these Terms and is

- (i) a franchisee of the Licensee,
- (ii) a holding company of the Licensee, or
- (iii) a subsidiary of any such holding company of the Licensee;

#### "Article(s)"

subject to the limitations specified in clause 4 an article (whether in paper or digital format) in an NLA Publication (Corporate Website Rights) or on an NLA Website (Corporate Website Rights), including without limitation:

- (i) articles, artistic works or other items, or
- (ii) a copy of the whole or part (including the headline) or such an article or other item;

**"Commencement Date"**

the commencement date specified in the notice from the NLA to the Licensee following submission of the Licence Details, such notice to confirm the start date for the licence under these Terms;

**"Digital Article(s)"**

an Article in a digital format;

**"Hyperlink"**

a reference in an electronic document that links to another place in the same document or to an entirely different document;

**"Indemnity Fee"**

the fee payable in respect of past copying, as declared in the Licence Details and determined in accordance with the Price List which is current at the time the fee is calculated;

**"Licence Details"**

the details completed by the Licensee when entering into or renewing these Terms, including in the licence application form and any other relevant information relating to the Licensed Parties' Permitted Acts in relation to Articles;

**"Licensed Party(ies)"**

the Licensee and any Affiliates;

**"Licensee"**

the licensed entity as described in the most recently provided Licence Details;

**"Licensee Website"**

the website nominated by the Licensee in the Application Form;

**"Licence Fee"**

the applicable fee for the Permitted Acts payable from the Commencement Date as determined in accordance with the Price List;

**"Licence Period"**

the Licence Period as specified in the most recently provided Licence Details;

**"NLA"**

NLA media access Limited registered in England and Wales under Company Number 3003569;

**"NLA Publications (Corporate Website Rights)"**

a hard copy publication included in this Corporate Website Republishing Licence details of which can be found at [www.nlamediaaccess.com](http://www.nlamediaaccess.com);

**"NLA Websites (Corporate Website Rights)"**

each of the websites included in this Corporate Website Republishing Licence details of which can be found at [www.nlamediaaccess.com](http://www.nlamediaaccess.com);

**"Permitted Act"**

the acts set out in these Terms;

**"Price List"**

the list of the NLA's prices from time to time in force which are applicable to this Corporate Web Republishing Licence, copies of which are available from [www.nlamediaaccess.com](http://www.nlamediaaccess.com);

**"Renewal Date"**

the date on which a new Licence Period is to commence;

**"Terms"**

these Corporate Website Republishing Licence Terms, the Licence Details, the Price List, and any and all other documents referred to in any of these documents;

**"Text Extract"**

means a headline and/or a direct (i.e. verbatim) text extract from any Article from NLA Publications (Corporate Website Rights) and NLA Websites (Corporate Website Rights).

**2 THE RIGHTS GRANTED**

Subject to the Licensee complying with its obligations and the limitations set out herein, the NLA, hereby grants the Licensed Parties a non-exclusive licence to carry of the Permitted Acts set out in clause 3 below.

**3 PERMITTED ACTS**

In consideration of the payment of the Licence Fee as set out in the Price List the NLA grants the Licensed Parties subject to the limitations set out in clause 4 the non-exclusive rights to:

- 3.1 make Digital Articles from Articles and/or Text Extracts from NLA Publications (Corporate Website Rights) and place the Digital Articles onto the Licensee Website;
- 3.2 make Digital Articles from Articles and/or Text Extracts from an NLA Website (Corporate Website Rights) and place the Digital Articles onto the Licensee Website subject to a Hyperlink to the original Article on the publisher website being provided with the Digital Article.

Each of the acts licensed in this clause 3 shall be deemed an act of copying for the purposes of these Terms.

**4 LIMITATIONS TO THE PERMITTED ACTS**

- 4.1 The rights granted in these Terms:
  - a. are limited to the use of Articles on the Licensee Website;
  - b. do not permit the creation of summaries of Articles;
  - c. do not permit the Licensed Parties to make any amendment or edits to Articles (except for the use of Text Extracts);
  - d. are subject to the following restrictions:
    - i. photographs may not be used separately from the Article to which they relate and only be used if the Licensed Party is copying the whole Article and not just a Text Extract;
    - ii. unless the Licensed Party is copying a whole page from an NLA Publication (Corporate Website Rights) and/or an NLA Website (Corporate Website Rights), the Licensee may not use any Articles which fall into any of the following categories:
      - a. advertisements;
      - b. any Article which is attributed to any of the agencies listed on the NLA's website at [www.nlamediaaccess.com](http://www.nlamediaaccess.com) from time to time (the NLA shall notify the Licensee by email in the event that additional agencies are added to the list);
      - c. any Article which is attributed to a generic reporter name (e.g. "by a [publication name] reporter");
      - d. readers' letters and readers' comments in blogs;
      - e. cartoons;
      - f. crosswords, puzzles and games;
      - g. audio or video content;
      - h. sports results and fixtures tables;
    - iii. the Licensed Parties may only use Articles and Text Extracts in the form as originally published in the NLA Publication (Corporate Website Rights) and/or the NLA Website (Corporate Website Rights) and shall not alter the meaning, tone or spirit of the Article or Text Extract in any way;
    - iv. if the Licensed Party is using a Text Extract such Text Extract must not be used in anyway which implies any promotion or endorsement of any goods or services unless the Article from which the Text Extract is taken expressly endorses such goods or services and is not used in any way which could give an incorrect or misleading impression of the original Article;
    - v. the Licensed Parties shall not store any material copied from a publication included in the NLA Publication (Corporate Website Rights) or a website in the NLA Websites (Corporate Website Rights) in electronic form except as expressly provided for in this Licence;

- vi. the Licensed Parties shall immediately remove any Article from the Licensee's Website if requested by the NLA to do so including, without limitation, under any of the following circumstances:
    - a. the NLA's rights to licence the use of the Article are withdrawn;
    - b. the Licensee's Website is found to be associated with or include content considered by the NLA (in its reasonable opinion) to be unacceptable for the purposes of this Licence including (without limitation):
    - c. sexually explicit material;
    - d. material of an obscene, violent or abusive nature;
    - e. material which can be held to be discriminatory against any person (including for reasons of race, sex, religion, nationality, disability, sexual orientation, age);
    - f. any illegal activity or material;
    - g. any political activity or material; or
    - h. any military activity or material;
    - i. the Licensed Party's use of any article, or any material on the Licensee's Website, could in the NLA's reasonable opinion be held to:
      - i. be misleading or deceptive;
      - ii. be threatening or abusive;
      - iii. be an invasion of privacy;
      - iv. render the Article potentially libellous or defamatory; or
      - v. be derogatory of or could bring the publisher, any contributor to the Article or the NLA into disrepute.
- 4.2 The Licensed Parties shall not exercise the rights granted under these Terms in respect of any more Articles (at any one time) than the Licensee has paid for by way of Licence Fee.

## 5 AFFILIATES

If the Licensee has elected to include any Affiliates under these Terms the Licensee acknowledges and agrees:

- a. that the obligations in these Terms will apply to its Affiliates as if they were the Licensee;
- b. to be responsible for ensuring that its Affiliates observe these Terms;
- c. that it will be liable for any breach of these Terms by or caused by any Affiliates; and
- d. that any such breach will also constitute a breach of these Terms by the Licensee.

## 6 GENERAL OBLIGATIONS OF THE LICENSEE

The Licensee agrees:

- 6.1 to make (and warrants that it has made) accurate and true statements in submitting and updating the Licence Details, and in otherwise providing information to the NLA;
- 6.2 to pay the Licence Fee in accordance with paragraph 7;
- 6.3 to pay the Indemnity Fee in accordance with paragraph 7 (unless the Licensee establishes that the indemnity is not required because there has been no unlicensed past copying);
- 6.4 if the Licence Details provided by the Licensee become (or are about to become) inaccurate, to (prior to the Renewal Date of the Licence) inform the NLA, and submit revised Licence Details. The NLA will then invoice the Licensee for any additional fees which may be due;
- 6.5 on its own behalf and on behalf of its Affiliates, to supply such details of the extent and nature of its copying as may be reasonably required by the NLA;
- 6.6 to use reasonable endeavours to ensure that the Permitted Acts are only undertaken for the purposes set out in the relevant clause describing those Permitted Acts;
- 6.7 to notify the Licensee's personnel of, and use reasonable endeavours to ensure their compliance with, these Terms;

- 6.8 to use reasonable endeavours to ensure that each Article includes the notice: "NLA licensed copy. No further copies may be made except under licence" together with the date and name of the NLA Publication (Corporate Website Rights) or the NLA Website (Corporate Website Rights) where the Article was originally published;
- 6.9 to monitor the levels of copying by the Licensed Parties;
- 6.10 that the Licensed Parties shall not acquire any intellectual property rights in any Article(s) or the NLA Publications (Corporate Website Rights) or the NLA Websites (Corporate Website Rights);
- 6.11 to notify the NLA promptly of any infringement of copyright in the NLA Publications (Corporate Website Rights) or the NLA Websites (Corporate Website Rights) (or any part of them) of which the Licensed Parties become aware;
- 6.12 to comply promptly with the NLA's reasonable requests for information and/or documents, should the NLA have reasonable grounds for suspecting that the Licensee is in breach of these Terms;
- 6.13 that the NLA shall not incur any liability to any of the Licensed Parties in respect of any harm or offence which may be caused by the use by any of the Licensed Parties of the content of any of the NLA Publications (Corporate Website Rights) or the NLA Websites (Corporate Website Rights);
- 6.14 to indemnify the NLA and the publishers of the NLA Publications (Corporate Website Rights) and the NLA Websites (Corporate Website Rights) against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred by the NLA or its publishers as a result of any of the Licensed Parties having used Articles except as set out in these Terms.

## 7 FEES, PAYMENT AND RENEWAL

- 7.1 The Licence Fee and the Indemnity Fee are:
  - a. payable by the Licensee, together with any VAT (or other tax) due, upon notification by the NLA to the Licensee that its Licence has been granted;
  - b. calculated in accordance with the Price List.
- 7.2 The NLA will contact the Licensee approximately 10 weeks before the Renewal Date, and will (i) invite the Licensee to update its Licence Details, and (ii) provide (or provide access to) the NLA terms applicable as at the Renewal Date. The NLA will then submit a renewal invoice for the fee and VAT due.
- 7.3 In the event that the Licensee does not, prior to the Renewal Date, terminate these Terms nor notify the NLA that it wishes to renew them for a period longer than 12 months, these Terms shall be automatically renewed for a further period of 12 months starting from the Renewal Date on the version of these Terms applicable at the time.
- 7.4 On renewal, the Licence Fee payable will be based upon (i) the most up-to-date Licence Details held by the NLA at the time, (ii) the current Price List at the time, and (iii) (to the extent necessary) the NLA's reasonable assumptions as to the extent of the Licensee's Permitted Acts in relation to Articles.
- 7.5 Invoices issued by the NLA for all fees are payable within 30 days from the date of the invoice. The NLA is entitled to interest upon overdue amounts at a rate of 4% above the Bank of England base rate.
- 7.6 The Licensee must provide the NLA with any purchase order number it wishes to appear on its invoice on completion of the Licence Details or prior to the Renewal Date as applicable. The Licensee shall not be entitled to reject any invoice in the event it fails to provide the NLA with the purchase order number in accordance with the provisions of this clause.
- 7.7 The NLA reserves the right to revise the Licence Fee in every calendar year.

## 8 TERM AND TERMINATION

- 8.1 These Terms shall run for the initial period selected in the Licence Details from the Commencement Date subject always to clause 8.2 and renewal under clause 7.3.

- 8.2 Either party may terminate these Terms by 1 month's written notice given to the other. Provided all sums due from the Licensee have been paid, the NLA will reimburse the Licensee with any unused proportion of the Licence Fee attributable to the period after termination has become effective on a pro rata basis.
- 8.3 The NLA may terminate these Terms:
- a. with immediate effect if any of the Licensed Parties commits or causes any material breach of any provision of these Terms, and (in the case of a remediable breach only) remains in breach 14 days after receiving notice from the NLA to remedy such breach; or
  - b. with immediate effect if the Licensee becomes insolvent, goes into voluntary liquidation, is wound up or suffers any event similar to (or which is a local equivalent in the Licensee's jurisdiction of) the foregoing; or
  - c. in the event of such termination by the NLA, no refund shall be due to the Licensee; or
  - d. the Licensee ceases to comply with any of the requirements to be eligible for this Licence.
- 8.4 In the event of termination of its Licence for any reason the Licensee shall immediately remove any Articles and/or Hyperlinks from the Licensee's computer systems.

## 9 LIABILITY AND INDEMNITY

- 9.1 Subject to the Licensee paying the Indemnity Fee, the NLA agrees to indemnify the Licensed Parties against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred resulting from any claim by a third party against any of the Licensed Parties that the third party's intellectual property rights have been infringed as a direct result of acts equivalent to the Permitted Acts undertaken by any of the Licensed Parties before the Commencement Date which was covered by the NLA Corporate Website Republishing Licence terms in force at the time when the copying was undertaken.
- 9.2 Provided the Licensee complies with these Terms, the NLA agrees to indemnify the Licensed Parties against any damages (other than damages for special, indirect or consequential loss) and/or reasonable legal costs incurred by any Licensed Parties resulting from any claim by a third party against any of the Licensed Parties that the third parties intellectual property rights have been infringed as a direct result of the Licensed Party having undertaken Permitted Acts in accordance with these Terms.
- 9.3 The indemnities in clauses 9.1 and 9.2 are subject to (i) the Licensee invoking them by giving the NLA written notice within fourteen (14) days of becoming aware of any claim which may be recoverable under those sub-clauses, and (ii) the Licensed Parties making no admission as to liability or agreeing to any settlement nor compromise any such claim without prior written consent of the NLA. The NLA or the publisher(s) of the material subject to such claim will be entitled in the relevant Licensed Party's name to conduct the defence of the claim and to compromise it as in the NLA's (or the relevant publisher's) discretion it sees fit.

## 10 GENERAL

- 10.1 The NLA (and its staff) shall not in the performance of its obligations under these Terms engage in any conduct which constitutes an offence under the Bribery Act 2010 (and any amending legislation).
- 10.2 The NLA may on the expiry of 7 days' notice suspend the Licensee's rights under these Terms if (i) the NLA has reason to believe that the Licensee has materially breached these Terms or the terms of any other agreement with the NLA (or with a publisher of an NLA Publication (Corporate Website Rights) or an NLA Website (Corporate Website Rights)) or (ii) any Licensed Party is using Articles in material breach of these Terms.
- 10.3 The NLA warrants that it is authorised by the publishers of the NLA Publications (Corporate Website Rights) and the NLA Websites (Corporate Website Rights) to make the grant of rights set out in clause 2.
- 10.4 The Licensee warrants to the NLA that in entering into these Terms it has not relied on any warranty, representation or undertaking, save as expressly set out in these Terms.

- 10.5 These Terms shall be deemed to complement and extend the rights of the Licensee under the Copyright Designs and Patents Act 1988 and the Copyright (Visually Impaired Persons) Act 2002 and nothing in these Terms shall constitute a waiver of any statutory rights held by the Licensee from time to time under these Acts or any amending legislation.
- 10.6 The Licensed Parties may not assign, sublicense or otherwise transfer all or any part of their rights or obligations granted under these Terms without the prior written consent of the NLA.
- 10.7 The NLA may assign the benefit of this agreement and may delegate any of its duties under this agreement.
- 10.8 All notices which are required to be given under these Terms will be in writing.
- 10.9 The rights and remedies provided by these Terms may be waived only expressly in writing. Any failure to exercise or any delay in exercising a right or remedy by the NLA in enforcing any breach of these Terms shall have no effect in relation to any later breach.
- 10.10 The NLA may update these Terms from time to time. The revised Terms will be applicable following any renewal under clause 7. If the NLA wishes to make any effective changes to the Terms prior to renewal, it may do so by notifying the Licensee via the email address or mail address provided in the Licence Details. If the Licensee does not wish to accept the new Terms it should no longer exercise the rights under these Terms and contact the NLA for a pro-rata return of any remaining Licence Fee. Save as aforesaid these Terms may not be amended except in writing and signed by the NLA and the Licensee.
- 10.11 No person other than the NLA and the Licensed Parties shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these Terms. This clause does not affect any right of any person which exists otherwise than under that Act.
- 10.12 In the event of an inconsistency between these Corporate Website Republishing Licence Terms and the wording of the Price List, these Corporate Website Republishing Licence Terms shall prevail.
- 10.13 These Terms are governed by the laws of and subject to the jurisdiction of the courts of England and Wales.