

The Copyright Licensing Agency Limited

Code of Conduct

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1. Introduction

- 1.1 This is the Code of Conduct of The Copyright Licensing Agency Limited ("CLA"). CLA is a Collective Management Organisation (known as a "CMO") based in the UK which licenses the copying and use of extracts from publications protected by copyright (the "CLA Licences").
- 1.2 CMOs provide a valuable service both to the creators and publishers of copyright works and to users of those copyright works. Thousands of copyright owners pool their rights to enable a CMO to offer a licence with broad coverage which provides a simple and efficient way for users to obtain the necessary permissions to ensure their use of copyright is lawful. By acting collectively, the costs associated with copyright clearance and administration are kept as low as possible for the benefit of both copyright users and copyright owners.
- 1.3 CLA plays an important role in the publishing industry acting on behalf of creators and publishers in licensing the copying of extracts from books, journals, magazines and other periodicals by photocopying, scanning and, increasingly, by licensing the use and re-use of electronic publications and websites. These types of publications are defined by the Copyright Act as 'literary works' being one of the types of copyright works listed in the Copyright Act (see Section 3) and this term will be used throughout this Code as a broad description of what is covered by a CLA Licence. CLA's Licences also cover artistic works where such works are embedded in a literary work. CLA's Licences provide an effective solution for users who need to obtain lawful access to content at a reasonable price whilst ensuring a fair return to the creators and producers of that content.
- 1.4 This Code sets out details about CLA, its CLA Licences and CLA Licence fees and the standards of behaviour and service it aims to achieve in its dealings with licensees and other copyright users. Further, this Code sets out how CLA proposes to interact with third parties, being providers of technology solutions using CLA rights and content (e.g. services offered to licensees by third parties that support or enhance licensees' use of their CLA Licences and content), when developing and modernising its own products and services. CLA's agreements relating to additional services and products to CLA Licensees and with third party technology companies are hereafter referred to as CLA Agreements.
- 1.5 This Code also explains what to do if things go wrong, and how to complain about any matter covered within this Code.
- 1.6 This Code is compliant with "Principles for the Codes of Conduct for CMOs" developed by the British Copyright Council (the "BCC Principles") available at <http://www.britishcopyright.org/policy/documents/2012/>. This sets out a policy framework for Codes of Conduct of CMOs. In this Code, a licensee of CLA or other user of literary works is referred to as "you", "we", "us" and "our", where they are used, refer to CLA.

2. About CLA

2.1 What type of legal organisation is CLA?

CLA is a private company, limited by guarantee, run on a not for profit basis. It was founded in 1983 by the Authors' Licensing Collecting Society Ltd ("ALCS") and the Publishers Licensing Society Ltd ("PLS"). CLA currently has 4 members: ALCS, PLS, The Design and Artists Copyright Society ("DACs") and Picture Industry Collecting Society for Effective Licensing ("PICSEL"). CLA is a "licensing body" and operates "licensing schemes" as defined in the Copyright Act and its CLA Licences are therefore subject to the jurisdiction of the Copyright Tribunal (see Section 5.6).

2.2 Who do we represent?

ALCS and PLS represent, directly or indirectly, the creators and publishers of most of the literary works published in the UK. Details of ALCS and PLS are available on their respective websites at <http://www.alcs.co.uk/> and <http://www.pls.org.uk/>. DACS and PICSEL each represent visual creators. Details of DACS and PICSEL are available on their respective websites at <https://www.dacs.org.uk/> and <http://www.picssel.org.uk/>.

We also represent the copyright owners of literary works published in many overseas countries. We have signed over 30 agreements with CMOs throughout the world which allows us to include a vast number of overseas publications in our CLA Licences.

In total we represent over 70,000 authors and 3,000 publishers in the UK and our CLA Licences cover over 3 million titles published in the UK and over 16 million published overseas.

2.3 What literary works do our CLA Licences cover?

All books, journals, magazines and other periodicals (including any embedded artistic works) published in the UK (subject to some exceptions). However newspapers are not included in CLA Licences. Licences may be available from the Newspaper Licensing Agency Ltd. (see <http://www.nlamediaaccess.com>).

Our CLA Licences also cover literary works published in countries with whom we have signed an appropriate repertoire exchange agreement. For an up to date list of which countries are covered please see our website at www.cla.co.uk.

There are some literary works which have been excluded from our CLA Licences by the copyright owners and there are also some categories of literary works which are not covered by our CLA Licences. Details of exclusions from the CLA Licences are available on our website.

2.4 What uses do our CLA Licences permit?

CLA offers a range of core products and services to CLA Licensees. Examples of uses permitted by the various CLA Licences include:

- photocopying and scanning of hard copy originals
- re-use of electronic publications and websites
- printing, emailing and distributing multiple copies to students and employees
- storage of digital copies and access to those copies by students and employees
- supply of press cuttings by media monitoring organisations
- supply of hard copy or electronic documents by document supply organisations
- making, storing and providing Accessible Copies for print-disabled users.

These permissions are generally restricted to copying or use of limited extracts of copyright works. Please see our CLA Licences (available on our website) for the full terms. CLA provides a range of repertoire look up services (online look-up tool, APIs, Digital Content Store, Mobile App) to enable users to manually or automatically check what can be copied under a CLA Licence. CLA may from time to time offer additional products and services to complement its core product offering.

2.5 How are we managed?

Our Board of Directors is appointed by its 4 members (ALCS, PLS, DACS and PICSEL) on behalf of the creators and publishers of the UK. Details of the governance structure of CLA, the current composition of its Board of Directors and its Articles of Association are all available on its website at: www.cla.co.uk.

2.6 How to contact us

You can phone or write to us by post or email. Our office hours are 9am to 5pm on all normal business days. The main contact details are:

Post: 5th Floor, Shackleton House
4 Battlebridge Lane
London, SE1 2HX

Telephone: 020 7400 3100

Email: cla@cla.co.uk

Website: www.cla.co.uk

We will aim to answer your call wherever possible within 90 seconds during office hours. Our staff will always give you their name when they answer your call. If your call is passed to someone else, our staff will pass on your details wherever possible so that you should not have to repeat the reason for your call. If you leave a voice message we will aim, wherever possible, to reply within 24 working hours.

We will try to deal with your matter at the time if it is possible. However, if we cannot resolve your query straight away, you can expect us to respond, either by telephone, email or letter, within a reasonable timeframe. This may depend on the nature of the enquiry, but we will normally acknowledge receipt of an enquiry within 3 working days and provide a full response, wherever possible, within 10 working days.

Further details of how to contact us for specific queries are contained on our website. For any complaints, please use the complaints handling procedure detailed in Section 10.

3. Copyright Law

- 3.1 The main legislation in the UK governing copyright is the Copyright, Designs and Patents Act 1988 (the "Copyright Act"). The Copyright Act (as amended) defines the different types of copyright works and describes which works qualify for copyright protection and for how long.
- 3.2 The Copyright Act lists what are known as the "Restricted Acts"; these are the things that only the copyright owner can do, or authorise someone else to do, with copyright works. The copyright in a copyright work is infringed by any person who does, or authorises another to do, any of the Restricted Acts without the licence of a copyright owner. The Copyright Act also lists certain "Permitted Acts", which are narrowly defined uses of copyright works which may be done without the permission or licence of the copyright owner and therefore provide a claim against a defence for copyright infringement.
- 3.3 Therefore, any person who wishes to use a copyright work in a way which falls within the Restricted Acts, but which does not fall within one of the Permitted Acts, will need a licence from the copyright owner to avoid risking a claim for copyright infringement.
- 3.4 We have set out some notes on copyright law and our understanding of some of the Restricted Acts and Permitted Acts on our website at www.cla.co.uk but our staff cannot give legal advice. A licensee, or other copyright user, with a query relating to copyright law should either seek

their own legal advice or contact the Intellectual Property Office for information. Their website is at <http://www.ipo.gov.uk>.

4. Our CLA Licences

- 4.1 Our CLA Licences cover all sectors of the economy, often tailored to meet the specific needs of different sectors such as education, business and the public sector.

For a full description of our CLA Licences, see our website.

- 4.2 Our CLA Licences are legal documents giving permission to the licensee to allow it to do things that would otherwise be a Restricted Act under the Copyright Act and which give an indemnity against any claims for copyright infringement. Our CLA Licences are accompanied by support literature (User Guidelines or explanatory leaflets) written in plain English and describing the main features of the CLA Licence. These are also accessible on our website linked to the licence to which they refer.

- 4.3 Where possible, our CLA Licences and all support literature are negotiated and agreed with a relevant representative body for the sector in question.

- 4.4 Details of how to apply for a CLA Licence are available on our website. The duration, termination and renewal provisions as well as all other terms and conditions of our CLA Licences are also available on our website.

5. Our CLA Licence Fees

- 5.1 Details of our CLA Licence fees and how the rates are calculated are contained on our website.

- 5.2 The rate is normally calculated by reference to the number of students or pupils in a licensed institution (for education) or by reference to the number of "Professional Employees" of an organisation (for business and public administration). A description of what is a "Professional Employee" and how to calculate the numbers for your organisation is also contained on our website.

- 5.3 Document supply licences and licences to media monitoring organisations have a copyright fee calculated by reference to the number of copy items supplied.

- 5.4 Some of our CLA Licences (the Research Excellence Framework licence) are currently without charge.

- 5.5 Wherever possible we seek to negotiate and agree our licence rates with representative bodies or licensees. When agreement cannot be reached, we will aim to give not less than 3 months' notice to licensees of any changes, such notice to be communicated on our website.

- 5.6 We cannot negotiate individual rates for particular licensees as we are obliged to treat licensees equally.

- 5.7 Concerns about our licence fees are outside the scope of this Code as they are subject to the jurisdiction of the Copyright Tribunal. Information about the Copyright Tribunal can be found at <http://www.ipo.gov.uk>.

6. Our Obligations to You

- 6.1 Our staff will always deal with you in a courteous, friendly and professional manner. They will explain clearly your licensing needs and what a CLA Licence covers. They will explain the licence fee rate and how to calculate it for the Licence you require and will assist you to calculate the total amount of your licence fee.

- 6.2 Our staff are trained to know and understand the contents of this Code and the details of what our Licences cover. However, our staff cannot give you legal advice.
- 6.3 Our Licence terms and conditions are available on our website. Our Licences will always be accompanied by appropriate explanatory material written as far as possible in plain English and we will always try to answer reasonable questions about the scope and application of our Licences.
- 6.4 We will treat all licensees of a CLA Licence and any CLA Agreement fairly and reasonably, applying non-discriminatory terms and conditions, to the extent possible, to licensees who are in similar circumstances. We will correct any errors as quickly as possible.
- 6.5 If you do not have a CLA Licence, you may be contacted by us. We may contact you by post, email, telephone or in person - and we will always let you know if calls are being recorded. If you receive a telephone call from us without having received an introductory email or letter from us, you can ask for information to be sent explaining the nature of the call before talking to us.
- 6.6 If you tell us you are not using literary works in a way that requires a CLA Licence, we will not contact you again for six months. However, we reserve the right to engage in continued compliance monitoring activity to determine whether or not a CLA Licence is required and to contact you during this process if there is no reasonable evidence available to us to support your assertion that you believe you do not need a CLA Licence. If it is necessary to take legal action against you (where we have reason to believe that you need a CLA Licence), you will normally be contacted before any legal action is instigated.
- 6.7 Our CLA Licences contain provisions for us to conduct data collection exercises, such as a survey or the receipt of data feeds from third party providers of workflow solutions, to enable us to gather information on what is being copied. CLA is continually evolving its data collection methodologies to both minimise the impact on the licensee and to improve the quality of the data collected; recent examples in Schools and Higher Education include the CLA Mobile App and the Digital Content Store. This enables us to distribute the licence fees collected fairly to the creators and publishers whose works are being used.
- 6.8 Additionally our Licences contain rights of inspection or audit rights to assist you in complying with the Licence terms as well as providing some reassurance to the copyright owners that their intellectual property rights are not being infringed. Whatever the reason for our visit, our staff will behave in a courteous, friendly and professional manner, observing any of your own visitors or guests policy. Further details of our data collections exercises are contained on our website.
- 6.9 We will handle any complaints you may have in accordance with our complaints handling procedure (see Section 10).
- 6.10 We will comply with all data protection law - please see our Privacy Policy on our website.

7. Our Conduct with Third Parties

- 7.1 CLA is committed to modernising and simplifying its product and service offering in response to technological and other market advancements to the benefit of its licensees, its members, overseas CMOs and, ultimately, copyright owners.
- 7.2 The CLA is committed to licensing all its products and services as widely as possible, and would not refuse any third party a CLA Licence or a CLA Agreement, without objective justification.
- 7.3 CLA recognises that providers of workflow solutions and other technology companies have an interest in developments in CLA's product and service offering and we will endeavour, where it is fair, reasonable and legal to do so, to communicate to third parties our progress and any opportunities to collaborate that we identify as being beneficial to our licensees, our members, overseas CMOs and copyright owners.

7.4 To support licensees who choose to use third party solutions to assist in the management of their CLA Licences, CLA will make available a range of standard APIs to technology companies. In addition and where appropriate, CLA will also consider requests from technology companies for other Agreements. Where CLA provides APIs and /or Agreements to technology companies, it will do this on a non-discriminatory and fair basis.

7.5 We will comply with any applicable competition law obligations, in particular when engaging with third parties and when developing both our core product and service offering covered by the CLA Licence, and any ancillary products and services.

8. CLA Payments to Copyright Owners

8.1 We pay the licence fees we collect to other organisations for direct payment to individual creators and publishers. Payments attributable to the copying of overseas literary works are sent to the CMOs abroad with whom we have an agreement. For copying of UK literary works, licence fees are paid to CLA's members in the proportions determined in an independent valuation process. We pass on title information where available to enable these organisations to make the onward payment. Details of where the licence fees go can be found on our website.

8.2 Our administration fee is normally 11% for most Licences (25% for new Licences) which is deducted from our total revenues before payment of the amounts due to our members and overseas CMOs. Our administration charge reflects our running costs and is set by our Board of Directors, who are themselves appointed by ALCS, PLS, DACS and PICSEL on behalf of the copyright owners in the UK. CLA does not itself make a profit.

8.3 Any questions or complaints about distributions of our licence fees (as to the amount or timing of payments or any other queries) should be addressed to ALCS, PLS, DACS or PICSEL or the relevant overseas CMO.

9. Your Obligations as a Copyright User

9.1 If you are a CLA licensee you should:-

- pay the licence fee on time and comply with all the other terms and conditions of the Licence;
- declare accurately and on time the numbers of students or staff in your organisation where the calculation of the licence fee is dependent on the relevant number;
- co-operate with our staff in conducting surveys or other data collection exercises to enable us to distribute the licence fee fairly to authors, artists and publishers whose literary works are being used.

9.2 If you are a copyright user who does not have a CLA Licence you should:-

- review your activities to see if any of your staff copy or re-use literary works in a way which requires permission and apply for the appropriate CLA Licence;
- be honest about the levels of copying and usage of literary works if contacted by us.

10. Complaints Procedure

10.1 **Who can make a complaint?**

You are eligible to lodge a complaint if:-

- you are one of our existing licensees; or

- you are a copyright user wishing to take a CLA Licence and have contacted us;
- you are a copyright user without a CLA Licence and have been contacted by us; or
- you are a third party with a CLA Agreement or wishing to enter into a CLA Agreement.

Please note that complaints about the licence fee we charge, the terms of our Licences or about the interpretation of copyright law are outside the scope of this Code as they are matters subject to jurisdiction of the Courts and the Copyright Tribunal (see Section 11).

10.2 What is the procedure for making a complaint?

All complaints must be made in writing (sent by post or as an electronic attachment to an email) and must give:-

- your name and address (if an individual);
- the name and address of your organisation making the complaint and your position within the complainant organisation.

You must indicate the nature of a complaint. The complaint could relate to:

- the timeliness of a response from us;
- the behaviour of our staff in handling a response or in contacting an unlicensed user;
- a lack of clarity in the information on our website about what Licences are available, to whom and the amount payable and/or the way in which the amount payable is calculated;
- a failure by us to correct an error.

10.3 Who should complaints be addressed to?

Complaints:

The Copyright Licensing Agency Ltd
5th Floor, Shackleton House
4 Battlebridge Lane
London, SE1 2HX

For letters sent as electronic attachments to: complaints@cla.co.uk.

10.4 What happens once a complaint is lodged?

We will acknowledge receipt of the complaint within 10 working days. During this time we will make an assessment as to whether this complaint is legitimate and falls within the scope of this Code or whether it is frivolous or an abuse of the complaints procedure (in which case you will be notified of this in an acknowledgement letter together with an explanation of why this decision has been made). We may request further information to enable us to consider the complaint.

If a complaint is then found to be a legitimate complaint, we will prepare a detailed response within a further 20 working days. You will then have a further 20 working days to comment on the response; if you wish you can ask for the decision we have made to be reviewed by a more senior member of our staff.

If we receive further comments within this time from you or you wish your complaint to be reviewed by a more senior member of our staff, we will then provide a final written response within a further 15 working days.

10.5 What happens if you are still not satisfied with the outcome of a complaint?

We belong to the Ombudsman Services scheme for Copyright Licensing, which is an independent dispute resolution service. If we are unable to resolve your complaint, Ombudsman Services may be able to help. For more information visit www.ombudsman-services.org.

11. What the Code does not Cover

Whilst not exhaustive, examples of issues not covered by the Code are set out below:

- 11.1 As we pay the licence fees we receive to ALCS and PLS in the proportions determined in an independent valuation process, and pay international monies to the CMOs overseas with whom we have agreements, any copyright owner with a question or complaint relating to membership, distribution policy, payments and repertoire management should address this in the first instance to those organisations.
- 11.2 Issues to do with the interpretation or application of copyright law are not covered by this Code. If you are a copyright user, but do not have a CLA Licence, and are contesting the need to take a CLA Licence, that is a matter has to be resolved ultimately through a legal process and which cannot be dealt with in this Code or through the complaints handling procedure.
- 11.3 Complaints about the licence fees we charge or the other terms and conditions of our Licences are not a matter for this Code, as they are subject to the jurisdiction of the Copyright Tribunal (see Section 5.6).