

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 separate list):	
New licence enquiries 020 4512 0100		
	No. of Professional Employees 1 Total no. of employees 2	
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	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]	
	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

Registered in England Reg no. 1690026 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:

Notes

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Public Administration Licence **Terms and Conditions**

Introduction

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1. Definitions and interpretation

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- 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:

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- i) 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);

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The Copyright Licensing Agency Ltd

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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;

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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;

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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

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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;

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- 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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- 5.6 The Licensee may subcontract to third parties the making and the making available of Licensed Copies, provided that:
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 - **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 terns 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.

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 - 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;
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- 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 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 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:
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 - 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.