Document Delivery Licence
Terms and Conditions

THIS AGREEMENT is made on

BETWEEN:
1. THE COPYRIGHT LICENSING AGENCY LIMITED (hereinafter called "CLA") and

2.

("the Licensee")

WHEREAS:

1. CLA acts on behalf of a substantial number of owners and licensees of published material in which copyright subsists offered for sale or subscription in the United Kingdom.
2. The Licensee wishes to make and to distribute copies of such material to third parties.
3. CLA is willing to grant a licence to allow the Licensee to make and distribute such copies upon the terms and subject to the conditions hereinafter set out. Now it is agreed as follows:

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1. Definitions and interpretation

1.1 In this Licence the following meanings shall apply:

the Act:
the Copyright, Designs and Patents Act 1988;

Appendix:
the appendix hereto containing the procedures and data formats for the exchange of data between CLA and the Licensee;

Commencement Date:
the date of signature;

Copyright Fee:
either:

i) the fee in respect of each title as notified (and periodically amended) to the Licensee by CLA in accordance with clause 6.1; or

ii) in respect of any Licensed Material where the titles have not been so notified to the Licensee, £25 per article (or part of an article) in a periodical and, for a book, £27 per chapter (or part of a chapter) as the same may be amended from time to time save that in respect of titles which are, or during the currency of the Licence become, more than 120 years old the Copyright Fee shall be zero;

Customer:
a member of the Licensee or other user of its document delivery services;

Excluded Categories:
those categories of book, journal or periodical which are included on the list of Excluded Categories in Schedule 1, as periodically amended from time to time by written notice to the Licensee by CLA in accordance with clause 6.4;

The Copyright
Licensing Agency Ltd

Tel 020 7400 3100
Email cla@cla.co.uk
www.cla.co.uk

CLA Scotland
Tel 020 4512 0100
Email licence@cla.co.uk

Registered in England & Wales
Reg no. 1690026

DD_20250805

Excluded Works:
those individual books, journals or periodicals which are either:

i) included on, or referred to in, the list of Excluded Works; or

ii) published by a publisher listed as an Excluded CCC Publisher or listed as an Excluded CCC Work as all such lists are published and periodically amended from time to time by CLA in accordance with clause 6.4;

Licensed Copy:
a single paper copy made from the original published edition of Licensed Material in accordance with the provisions of the Licence;

Licensed Material:
i) those works identified by CLA as being covered by this Agreement as notified to the Licensee and periodically amended by CLA in accordance with clause 6.4; and

ii) any other original published editions of books, journals, magazines and other periodicals in which copyright subsists published in the United Kingdom and in the Mandating Territories or published by a Participating US Publisher and held in the collections of the Licensee except those books, journals and periodicals contained or identified in the lists of Excluded Categories and Excluded Works or for which the Licensee has entered into a direct written agreement with the Rightsholders. For the avoidance of doubt, this does not include any material published in electronic form;

Mandating Territories:
the United Kingdom, Argentina, Australia, Barbados, Canada (including Quebec), France, Hong Kong, Ireland, Italy, Japan, The Netherlands, New Zealand, Norway, Singapore, South Africa, Spain, Switzerland, and Trinidad and Tobago. This list may be amended periodically by CLA in accordance with clause 6.4;

Participating US Publishers:
the list of publishers participating in the agreement between the Copyright Clearance Center of the United States of America and CLA as notified to the Licensee and periodically amended by CLA in accordance with clause 6.4;

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

Quarter Day:
1st January, 1st April, 1st July and 1st October each year and "Quarter" shall mean the periods of 3 calendar months commencing on each Quarter Day;

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

Secure Electronic Delivery:
the provision, in electronic form, of Licensed Copies using the technical protection measures set out in Clause 5.2 or such other secure electronic means as may from time to time be agreed in writing by CLA;

Work:
any copyright work (as that expression is defined in s.1 (2) of the Act) forming part of Licensed 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.

1.3 References to Clauses, Schedules and Appendix relate to this Agreement and the provisions of the Schedules and the Appendix shall form part of this Licence as if set out herein.

1.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.5 A reference to a statutory provision will be interpreted as a reference to such provision as amended or re-enacted from time to time.

2. Grant of licence

2.1 CLA hereby grants to the Licensee on the terms and conditions herein the non-exclusive right to:

i) make Licensed Copies of Licensed Material within the United Kingdom; and

ii) to distribute them whether in the United Kingdom or elsewhere by post, by facsimile or, subject to clause 2.2, by Secure Electronic Delivery to Customers.

2.2 The Licensee may not use Secure Electronic Delivery to distribute Licensed Copies of any Works notified by CLA in accordance with clause 6.3.5. Such notification may be in respect of individual Works, Works of a particular Rightsholder or Works published in a particular Mandating Territory.

3. Payment and term

3.1 The Licence shall commence on the Commencement Date and thereafter shall automatically renew for further twelve-monthly periods unless and until determined in accordance with clause 9.

3.2 CLA has elected to have a self-billing arrangement, subject to the prior approval of His Majesty's Customs and Excise. All payments pursuant to such self- billing arrangement shall be made by the Licensee quarterly within 30 days after the end of each Quarter in respect of Licensed Copies made in that Quarter.

3.3 In the event that payment is not received by CLA in accordance with clause 3.2, CLA shall give notice to the Licensee by electronic mail to make payment within seven days after receipt of such notice, and, if payment is not then received in full by CLA within the said seven days, CLA may suspend this Agreement with immediate effect.

3.4 CLA reserves the right to charge interest at the Prescribed Rate on late payment of Copyright Fees.

3.5 In the event that the Licensee does not pay the correct Copyright Fee following a change to Copyright Fees duly notified to it by CLA, it shall, in addition to paying any shortfall and interest thereon at the Prescribed Rate, also pay a sum in respect of CLA's reasonable administrative expenses.

4. Restrictions on copying

4.1 The Licensee must own an original of any Licensed Material it copies under the terms of this Licence.

4.2 No Licensed Copy shall exceed the greater of 5% of any item of Licensed Material, or:

a) in the case of a book, one chapter;

b) in the case of a periodical publication, one whole article and the contents pages of a year's issue of any periodical publication; or

c) in the case of a published report of judicial proceedings, the entire report of a single case.

5. Conditions of supply to customers

5.1 The Licensee shall include either the statement set out in paragraph 1 of Schedule 2 on any Licensed Copy supplied in printed form or the statement set out in paragraph 2 of Schedule 2 on any Licensed Copy supplied by Secure Electronic Delivery.

5.2 Where an electronic Licensed Copy is supplied other than by fax to any Customer, the Licensee shall use a technical protection measure that ensures the electronic Licensed Copy can be printed out no more than 2 times, and must ensure that the unique resource address relating to the Licensed Copy shall be available for no more than 30 days.

5.3 The Licensee shall not supply a Licensed Copy to a Customer without imposing a condition prohibiting subsequent resale, hiring out or other disposal for valuable consideration of the Licensed Copy.

5.4 The Licensee shall include as a condition of the supply of a Licensed Copy to a Customer a clause which expressly confers on CLA pursuant to the Contracts (Rights of Third Parties) Act 1999, the right to take legal action directly against that Customer to enforce the restrictions set out in this clause.

5.5 Should the Licensee have reasonable grounds to believe that any Customer is in breach of any of the restrictions set out in this Licence, it shall as soon as practicable serve notice on such Customer requiring it to remedy the alleged breach within 30 days of the date of the notice, and warning that the Licensee will suspend supply of Licensed Copies without further notice if the breach is not remedied within the said period. For the purposes of this clause, "reasonable grounds" shall include evidence of non-compliance provided by CLA.

6. Notification of copyright fees and excluded material

6.1 CLA shall notify the Licensee of the fees to be charged by the Licensee for the supply of Licensed Copies within 30 days of signature of this Licence and periodically thereafter in accordance with the Appendix.

6.2 Changes to Copyright Fees by CLA shall not be made more frequently than once a Quarter on a Quarter Day and in the event that any changes are to be made, CLA shall give 4 weeks prior notice to the Licensee to that effect, such notice to be in the form, and contain the details, set out in the Appendix.

6.3 CLA shall provide the Licensee with lists of:

6.3.1 those works published in the United Kingdom, United States and other Mandating Territories where CLA has relevant title information (either ISBN or ISSN plus the Copyright Fee) and which form part of Licensed Material;

6.3.2 Excluded Works (including Excluded CCC Works);

6.3.3 Participating US Publishers (including Excluded CCC Publishers);

6.3.4 Mandating Territories; and

6.3.5 those Works (whether individual Works or Works of a particular Rightsholder or Works published in a particular Mandating Territory) that may not be distributed by Secure Electronic Delivery.

6.4 CLA shall provide the above lists in the format shown in the Appendix and may amend such lists and amend the Excluded Categories on 4 weeks' written notice prior to each Quarter Day. CLA may exceptionally notify the Licensee of changes to the list of Excluded Works between Quarter Days and the Licensee shall use reasonable endeavours to implement such changes.

7. Records and data supply

7.1 The Licensee shall maintain records of each Licensed Copy made pursuant to this Licence for a period of 6 years.

7.2 The Licensee shall not unreasonably deny CLA access to those records which are less than one year old for the purposes of examination or audit and CLA shall give to the Licensee not less than seven days notice of its intention to audit the said records.

7.3 The Licensee shall, within 30 days of the end of each Quarter (or at such other times as may be agreed between the parties), supply to CLA in machine-readable form a copy of the records in the format set out in the Appendix in relation to Licensed Copies made during that Quarter.

8. Indemnity

8.1 In this Clause "Qualifying Claim" shall mean any claim 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. For the avoidance of doubt, the indemnity provided herein by CLA shall be in addition to any indemnity afforded by s. 136 of the Act.

8.2 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 ten (10) working days, or in the case of a Claim Form, within five (5) working days of the same having been received by the Licensee.

8.3 The indemnity conferred by this clause shall not apply:

8.3.1 if the Licensee has not complied with the terms of this Agreement in respect of the copying that is the subject of the Qualifying Claim;

8.3.2 if the Licensee has not given CLA due notice of any Qualifying Claim in accordance with clause 8.7;

8.3.3 if any admission, offer, promise, payment or indemnity has been made or given by the Licensee or on behalf of CLA without CLA's prior `written consent;

8.3.4 if the actions giving rise to the Qualifying Claim occurred during a period when this Agreement had been suspended pursuant to clause 3.3 or clause 9.2.

8.4 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. CLA will be provided sole control to defend, compromise or settle any Qualifying Claim. The Licensee shall co-operate with CLA in this respect where reasonably requested by CLA to do so.

8.5 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.

8.6 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.

8.7 The Licensee shall give CLA notice:

8.7.1 of any Claim Form within five (5) working days of its receipt;

8.7.2 of any other Qualifying Claim as expeditiously as possible and in any event within fourteen (14) days of its receipt.

9. Termination and breach

9.1 Either party may terminate the Licence upon giving the other not less than 3 months written notice served so as to expire on any anniversary of the Commencement Date.

9.2 If the Licensee commits any material breach of any of the provisions of this 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.

9.3 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. General

10.1 All notices given under the Licence shall be in writing and be sent 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 weekends and English public holidays) following the date of posting.

10.2 This Licence may only be varied if such variation is acknowledged in writing by CLA and by the Licensee.

10.3 This Licence is personal to the Licensee and may not be assigned or otherwise disposed of in whole or in part.

10.4 This 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.

10.5 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 as is mentioned in clause 5.4.

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

Signed

Name in Block Capitals

Position

Date

Signed for and on behalf of the Licensee

Signed

Name in Block Capitals

Position

Date

Schedule 1

Excluded Categories:

1. Printed music (including words);
2. Newspaper content in both print and digital format, except titles represented by Knowledge Bylanes and Syndigate, details of which are available on CLA's website or other electronic means controlled by CLA;
3. Maps, charts or books of tables;
4. Workbooks, workcards or assignment sheets;
5. Works which expressly stipulate that they may not be copied under licence from CLA;
6. Theses and "grey" literature as that expression is understood in the publishing trade.

Schedule 2

Copyright Statement

1. The following statement will appear as part of any items distributed in printed form:

"The contents of this document are protected by copyright and, unless you have the permission of the copyright owner or of The Copyright Licensing Agency Ltd and save as may be permitted by statute, may not be copied (including storage in any electronic medium) or otherwise reproduced (even for internal purposes) or resold."

2. The following statement will appear as part of any electronically distributed item:

"The following item is a work protected by copyright which has been supplied and transmitted by electronic means. The following are NOT permitted, unless you have the permission of the copyright owner or of The Copyright Licensing Agency Ltd and save as may be permitted by statute:

- **a)** printing more than a single paper copy, which itself may not be further copied;
- **b)** retransmitting the article to anybody else, other than to enable a single paper copy to be printed out by or for the individual who originally requested the item;
- **c)** electronically storing any copy of the article."

The Appendix

This Appendix contains the procedures and data formats for the exchange of data between CLA and the Licensee pursuant to the Agreement. This Appendix covers the exchange of information:

1. For the quarterly cycle of notification of any changes to the list of Excluded Works
2. For the quarterly cycle of notification of Copyright Fees by CLA to the Licensee through to the Licensee providing copies of the usage reports and making payments to CLA
3. Other data exchange that may occur at other times, outside of the normal quarterly cycle Terms used in the Licence shall have the same meaning when used in this Appendix.