Multinational Business Licence
Application Form

Please detach, sign and return your licence application to:

New Licences

Email: **licence@cla.co.uk**

New licence enquiries:
020 4512 0100

The application form and notes should be read in conjunction with the rates published on CLA's website.

Full legal name of organisation

Address

Postcode

Please list below Affiliated Companies intended to be covered by the Licence (or attach separate list) [1]:

Total no. of UK employees [2]

Total no. of UK professional employees[3]

Total no. of rest of the world employees[3]

Total no. of US employees[2]

I hereby apply to CLA for a Licence to take effect from the first day of[3] 0 1 M M Y Y

Indemnity for Past Copying [4]

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 4):

Yes ☐ No ☐

If yes:

a) We would like the indemnity for the full six years ☐

Or

b) We would like the indemnity from: 0 1 M M Y Y

Main Business Activity[5]

SIC Code[6]

I certify that I have read and understood the terms and conditions of the CLA Multinational Business Licence in conjunction with the rates published on CLA's website and agree to abide by them. The information provided on this form is true to the best of my knowledge and belief.

Signed

Duly authorised signatory for and on behalf of the applicant

Name

Position

Date

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
Reg no. 1690026

MB_20250227

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. List all Subsidiary and associated companies covered by this Licence.
2. The number of employees on which the licence fee is based must include all professional employees of all the companies listed which are based in the UK plus the number of Full Time Equivalent Employees of all Subsidiary Companies located outside the UK as agreed between CLA and the licensee. Please refer to the enclosed Rate Card for a definition of professional employee. Please refer to the Licence Terms and Conditions for a definition of Full Time Equivalent Employees.
3. The date on which you wish the licence to commence should be entered here.
4. Indemnity for past copying. By backdating the licence you will be entitled to the Indemnity in clause 11 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.
5. A description of your principal business activity should be entered here.
6. The 2-digit code of your principal busin ess activity should be entered here. For a list of SIC codes, please refer to the CLA Rate Card.

Keeping in touch - Customer Contact

CLA processes personal information fairly and lawfully in accordance with applicable data protection and related legislation.

For more information please see our Privacy Policy.

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Multinational Business Licence
Terms and Conditions

Introduction

This Licence records the terms on which CLA grants a licence to organisations to photocopy, scan or otherwise reproduce, and to use or reuse extracts (including carrying out Workplace GAI Activities, as defined in these Terms and Conditions) from material published in hard copy and electronic form in which copyright subsists.

Guidance is available at www.cla.co.uk to assist users of this Licence with their understanding of the rights granted in connection with the Workplace GAI Activities and their responsibility for compliance with these Licence terms and conditions.

1. Definitions and interpretation

1.1 In these Licence Terms the following meanings shall apply:

Application Form:
the form completed by the Licensee applying for the grant of the Licence containing, amongst other things, information on its Subsidiary Companies;

AI Systems:
are machine-based systems designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, summarisation, recommendations, or decisions that can influence physical or virtual environments;

Authorised Persons:

i) for Paper Copies: employees of the Licensee, workers and consultants appointed or 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

a) 'workers' has the meaning given to it by the Employment Rights Act 1996;

b) 'consultants' means individuals providing consultancy services to the Licensee; and

c) references to 'employees', 'workers' and 'consultants' shall include all employees, workers and consultants of all of the Licensee;

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

CLA:
The Copyright Licensing Agency Ltd;

CLA's website:
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 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 Multinational licences;

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 an earlier date);

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";

Digital Copies:
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 and of Third Party Digital Material and which, in all cases, are direct unaltered copies of the work copied and are made in accordance with the terms of the Licence;

Digital Material:
still images and text from publications created and distributed in electronic form published by a Participating Digital Material Publisher, CCC Electronic-Rights Works and electronic publications originating in other countries as identified on or which can be accessed via CLA's website or other electronic means controlled by CLA, and Website Material except Excluded Material. For the avoidance of doubt, material other than still images and text is not included in the licence, nor is material which is only referred to in, or can only be accessed by following an external link on or in an electronic publication of a Participating Digital Material Publisher and where that material is not itself included in such electronic publication;

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 and which may be amended periodically 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, from Material Licensed For Workplace GAI Activities or from Digital Material or any combination thereof;

Fee:
the aggregate of:

i) where the Licensee has 50 or fewer employees in the UK, the fee shown on CLA's website for small businesses or where the Licensee has more than 50 employees the fee calculated by multiplying the number of Professional Employees of the Licensee located in the United Kingdom by the current rate shown on CLA's website as applicable to businesses; and

ii) the fee in respect of the number of Full Time Equivalent Employees of the Licensee located outside the United Kingdom as agreed between CLA and the Licensee.

The fee for the first year of the Licence to be paid in respect of the Licence each year, and for subsequent years shall be the aggregate of:

iii) where the Licensee has 50 or fewer employees in the UK the fee shown on CLA's website for small businesses or, where the Licensee has more than 50 employees, the relevant rate per Professional Employee (as shown on CLA's website prevailing three months prior to the anniversary of the Commencement Date) multiplied by the number of Professional Employees of the Licensee in the United Kingdom as used for the calculation of the fee for the previous year or such number as is determined in accordance with clause 3.5; and

iv) the amount agreed in the previous year in respect of Full Time Equivalent Employees located outside of the United Kingdom adjusted by reference to RPI and any change in the number of such employees;

Notwithstanding the foregoing, a separate fee structure may apply to the Workplace GAI Activities (as defined in this Licence) in accordance with the current rates published on CLA's website from time to time;

Fine-Tuning:
the process of adapting a pre-trained foundation model for a Generative AI System for specific tasks or use cases, using a smaller, task-specific dataset;

Generative AI System(s):
any AI System that generates Output in response to a Prompt;

Full Time Equivalent Employees:
the aggregate of all full-time and part-time employees (part-time employees being calculated on a pro rata basis by reference to the proportion that their ordinary working hours bear to those of full-time employees);

International Repertoire:
i) for Paper Copies, original published editions of books, journals, magazines and other periodicals published in the United Kingdom or published by a Mandating Publisher; and

ii) for Digital Copies, still images and text from publications and distributed in electronic form by a Participating Digital Material Publisher and Website Material;

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

Licence:
the licence granted by Clause 2;

Licensed Copies:
either Paper Copies or Digital Copies as appropriate;

Licensed Material:
any and all Material Licensed For Photocopying, Material Licensed For Scanning, Digital Material and Material Licensed For Workplace GAI Activities;

Licensee:
the organisation and all its Subsidiary Companies as listed in the Application Form;

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

Mandating Publisher:
a publisher who has agreed to permit the use under the Licence of publications published anywhere in the world in which it owns or controls the copyright and who has not withdrawn such permission as identified on CLA's website or other electronic means controlled by CLA;

Material Licensed For Photocopying:
original published editions of books, journals, magazines and other periodicals in which copyright subsists published in hard copy form in the Photocopying Mandate Territories or published by a Participating US Publisher EXCEPT any Excluded Material;

Material Licensed For Scanning:
original published editions of books, journals, magazines and other periodicals in which copyright subsists published in hard copy form in the Scanning Mandate Territories and CCC Electronic-Rights Works and, in both cases, Paper Copies derived therefrom by the Licensee EXCEPT any Excluded Material;

Material Licensed For Workplace GAI Activities:
Licensed Material specifically opted-in by Rightsholders to permit the limited use of Licensed Material for the activities described in clause 2.1.6 of this Licence, as identified on CLA's website or other electronic means controlled by CLA from time to time;

Output:
any content (such as text, images, audio or video) generated by a Generative AI System in response to a Prompt;

Paper Copies:
photocopies onto paper made from original Material Licensed For Photocopying (or a copyright fee-paid copy) and paper printouts of Digital Copies made in accordance with the terms of the Licence;

Participating Digital Material Publisher:
a Rightsholder (including where relevant a Mandating Publisher) who has confirmed to CLA that it is willing to permit the use under the Licence of electronic publications in which it owns or controls the copyright and who has not withdrawn such permission as identified on CLA's website or other electronic means controlled by CLA;

Participating US Publisher:
a publisher participating in the agreement between the Copyright Clearance Center (CCC) and CLA as identified on CLA's website or another electronic means controlled by CLA;

Permitted GAI Tool:
a Generative AI System owned and controlled by a third party which is licensed to the Licensee under terms which restrict such third party from using any Prompts (including any content uploaded in a Prompt) for the purposes of Training or Fine-Tuning the Generative AI System;

Photocopying Mandate Territories:
the United Kingdom, Argentina, Australia, Austria, Barbados, Belgium, Canada (including Quebec), Chile, Colombia, Cyprus, Denmark, Finland, France, Germany, Ghana, Greece, Hong Kong, Iceland, India, Ireland, Italy, Jamaica, Japan, Malaysia, Luxembourg, Malawi, Mexico, the Netherlands, New Zealand, Norway, the Philippines, Singapore, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Trinidad and Tobago, Turkey, the United Arab Emirates and Zambia. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website;

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

Professional Employee:
as defined in the CLA Rate Card for businesses shown on CLA's website;

Prompt:
any input into a Generative AI System which prompts that Generative AI System to generate Output (and **Prompting** shall be interpreted accordingly);

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;

Scanning Mandate Territories:
the United Kingdom, Argentina, Australia, Belgium, Canada (including Quebec), Chile, Colombia, Cyprus, Denmark, Finland, France, Germany, Ghana, Greece, Hong Kong, Iceland, Ireland, Jamaica, Japan, Malaysia, the Netherlands, New Zealand, Norway, the Philippines, Singapore, Slovenia, South Africa, South Korea, Spain, Switzerland, Turkey and the United Arab Emirates. This list may be amended periodically by CLA. Any such amendment shall be posted on CLA's website;

Secure Network:
a network operated or controlled by the Licensee (whether a stand alone network or a virtual network within the Internet) which is accessible only by Authorised Persons;

Subsidiary Company:
any company which is a subsidiary of the Licensee where "subsidiary" has the meaning set out in The s. 1159 Companies Act 2006 as amended;

Train or Training:
any use of data for the purpose of improving the accuracy or quality of Outputs generated by a Generative AI System, including the training, retraining, testing, evaluation and validation of the Generative AI System and any Fine-Tuning;

Website Material:
material in the form of still images and text created and posted on Participating Digital Material Publishers' websites to which the Licensee has lawful access (including website content behind a paywall or subject to encryption or technical protection means) except Excluded Material; and

Workplace GAI Activities:
as defined in clause 2.1.6.

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, non transferable, non-sublicensable, and revokable right, subject to the terms and conditions set out in the following clauses, to:

2.1.1 make, or permit the making of, Paper Copies and to distribute, or permit the distribution of, such Paper Copies to Authorised Persons;

2.1.2 scan, or permit the scanning of, Material Licensed For Scanning to produce Digital Copies provided that, subject to clause 6, the Licensee shall use reasonable endeavours to identify whether it subscribes to a digital version of the work in question and, if so, to use that digital version instead of creating a Digital Copy by scanning;

2.1.3 make available, or permit the making available of, Digital Copies, in both cases either: (i) solely within the Licensee's Secure Network; or (ii) only to the extent permitted in accordance with the limitations of clause 5.3, on the Licensee Website. This includes, for the avoidance of doubt, the indexing, searching, opening, viewing, printing and presentation or display in electronic form of Digital Copies as is reasonably necessary for the ordinary use and operation of the Licensee's Secure Network and the Licensee Website respectively, but not any storage beyond that permitted by clause 7;

2.1.4 make copies of Paper Copies;

2.1.5 supply Licensed Copies to any regulatory authority in connection with the making or monitoring of an application for regulatory or marketing approval of any of the Licensee's products or as part of the filing or pursuit of any Patent application and to external advisers in connection with the preparation and presentation of such applications as required by law or by the rules of such regulatory authority provided that any such Licensed Copies shall:

i) contain a Copyright Notice; and

ii) identify the publisher, author and/or creator of the literary or artistic work(s) included within the Licensed Copy, and the publisher, and, where the Licensed Copy includes Digital Material, the Uniform Resource Locator (URL) of that Digital Material; and/or

2.1.6 make, or permit the making copies of, Digital Copies for the purposes of Prompting a Permitted GAI Tool for the purpose of generating Outputs, subject always to the conditions set out in clauses 6.3 and 8 (the "**Workplace GAI Activities**").

2.2 All the rights and permissions granted by clause 2.1 (other than in clauses 2.1.3 (ii) and 2.1.5) must be exercised for the Licensee's internal information purposes only.

2.3 All the rights and permissions granted by clause 2.1 must be exercised within the United Kingdom only except that:

2.3.1 the rights in relation to the International Repertoire may be exercised anywhere in the world.

2.3.2 in the case of Workplace GAI Activities, where those activities are carried out using software and/or other technology on servers located outside the United Kingdom, they are intended for deployment, use or benefit only for the Licensee within the United Kingdom.

3. Payment and term

3.1 The Licence shall commence on the Commencement Date and continue annually from year to year, unless and until terminated in accordance with Clause 11.

3.2 The 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 Licence.

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.

4. Conditions applying to creation and use of licensed copies

4.1 With the exception of any part of Website Material that is 'free to view' the Licensee must own, or have subscribed to, an original, or a copy on which it has paid a copyright fee (which shall include material supplied in either hard copy or electronic form by a supplier licensed by the Rightsholder to provide such a service such as, but without limitation, document delivery and press cutting suppliers), of any Licensed Material it copies, scans or uses under the terms of the Licence.

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iii) in the case of a book, one chapter.

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4.3 Licensed Copies of the same Licensed Material made for a single occasion or purpose shall be treated as one copy and Clause 4.2 interpreted accordingly.

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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.

5. Further conditions applying to creation and use of digital copies

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5.6 Except for Workplace GAI Activities, 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 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 of 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 applicable 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.

6.3 CCC Electronic-Rights Works are not licensed for use for Workplace GAI Activities

7. Storage and deletion of digital copies

7.1 The Licensee may store Digital Copies on the Licensee's Secure Network; such stored Digital Copies may be indexed and searchable, but may not be stored on a server, or systematically indexed, with the intention of creating an electronic library or similar corporate information resource.

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 appointed in accordance with clause 5.6 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 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 appointed in accordance with clause 5.6 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. Further conditions applying to Workplace GAI Activities

8.1 The Licensee shall not be entitled to use any Licensed Material (and/or any Outputs from the Workplace GAI Activities) as Prompts or inputs (whether training or production data) for the purposes of Training or Fine-Tuning algorithms or any Generative AI System, or developing datasets which may be used to Train or Fine-Tune algorithms, any Generative AI System, or other AI System including, without limitation, use for any foundational and large language models or for machine learning, biometric or technology system.

8.2 The Licensee shall not be permitted to develop any AI Systems that permit third parties to: (i) input or use Licensed Material in Prompts or Outputs, (ii) generate either Licensed Material or Outputs containing Licensed Material, or (iii) extract information from a machine learning or Generative AI System.

8.3 The Licensee shall be restricted from use of the Licensed Materials and any Outputs from the Workplace GAI Activities to create products or services which: (a) directly compete with the purchasing, commissioning or creation of original creative work; (b) conflict with the normal exploitation of any Licensed Materials; or (c) otherwise prejudice the legitimate interests of any Rightsholder.

8.4 The Outputs from the Workplace GAI Activities made available or used by the Licensee externally must not include the whole or a substantial part of any individual Licensed Material. For the avoidance of doubt, internally-used Outputs may include substantial parts of the Licensed Material, but remain subject to clause 8.3.

8.5 Outputs from the Workplace GAI Activities may not be stored on a server, or systematically indexed, with the intention of creating an electronic library or database.

8.6 Subject to clauses 8.3 and 8.4, limited external uses of Outputs are permitted, save that Outputs from the Workplace GAI Activities must: (a) include appropriate citation by way of markings for the Licensed Material used as a Prompt to generate the Outputs; and (b) may not be made directly available to third parties as part of a commercial product or service (whether a fee is charged or not).

8.7 Without limitation to the generality of clause 8.1: (a) the Licensee shall take all steps necessary to ensure that a Permitted GAI Tool does not automatically or systematically use Prompts (including any content uploaded in a Prompt) for the purposes of Training or Fine-Tuning the Permitted GAI Tool, including (without limitation) turning off or instructing the third party provider of the Permitted GAI Tool to turn off any mechanisms which permit or automate the ingestion of Prompts for Training or Fine-Tuning purposes; and (b) in the event of a change to the terms under which the Permitted GAI Tool is licensed to the Licensee which introduces scope for Prompts (including any content uploaded in a Prompt) to be used for Training or Fine-Tuning purposes, the Licensee shall either refuse such change or immediately cease any Workplace GAI Activities undertaking using the Permitted GAI Tool (which, from the point of such change to the licence terms, would no longer be a Permitted GAI Tool for the purposes of this Licence).

8.8 The Licensee shall not interfere with, modify or otherwise remove or strip out any copyright notices, disclaimers or metadata from any of the Materials Licensed for Workplace GAI Activities, unless technically required.

8.9 The Licensee shall not interfere with, override or bypass any encryption or other technical protection measures in relation to the Licensed Materials, other than as permitted by the Rightsholder.

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8.16 Save as expressly set out in this Licence, CLA reserves, on behalf of its Rightsholders, all rights in relation to the use of the Licensed Materials.

9. Other obligations

9.1 The Licensee shall:

9.1.1 notify Authorised Persons of, and ensure their compliance with, the provisions of the Licence;

9.1.2 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; and

9.1.3 ensure, in particular, that all Authorised Persons employed or engaged by any of its Subsidiary Companies located outside the United Kingdom are made aware of, and comply with, the obligations and restrictions of the licence.

9.2 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.

9.3 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.

10. Print disabled persons

10.1 The provisions of this clause shall only apply where an Authorised Person is a Print Disabled Person in accordance with clause 10.3.

10.2 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 10.3 (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:

10.2.1 the Licensee must have lawful access to an original copy of any work from which it makes an Accessible Format Copy;

10.2.2 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.

10.2.3 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;

10.2.4 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

10.2.5 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.

10.3 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:

10.3.1 is blind;

10.3.2 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;

10.3.3 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;

10.3.4 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

10.3.5 would otherwise be regarded as having a disability in accordance with s.6 of the Equality Act 2010.

10.4 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.

11. Indemnity

11.1 In this clause, the following terms shall have the following meanings:

11.1.1 'Workplace GAI Activities Qualifying Claim' shall mean any complaint by a Rightsholder (but not any other third party) made in writing that the Licensee acting in pursuance of the Licence has infringed copyright and/or database rights in any Material Licensed For Workplace GAI Activities or in the typographical arrangement of the published edition in which Material Licensed For Workplace GAI Activities is contained;

11.1.2 'Other Qualifying Claim' shall mean any complaint made in writing that the Licensee, acting in pursuance of their rights under this Licence (excluding Workplace GAI Activities under clause 2.1.6), has infringed copyright and/or database rights in any Material Licensed For Photocopying, Material Licensed For Scanning or Digital Material, or in the typographical arrangement of the published edition in which any Material Licensed For Photocopying , Material Licensed For Scanning or Digital Material is contained; and

11.1.3 'Qualifying Claim' shall mean any Workplace GAI Activities Qualifying Claim or any Other Qualifying Claim.

11.2 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.

11.3 The indemnity conferred by this Clause shall not apply:

11.3.1 if the Licensee is in breach of any term of the Licence; or

11.3.2 during any period, or in respect of matters arising during such period, while the Licence is suspended pursuant to Clause 12.2.

11.4 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.

11.5 The Licensee shall ensure that no admission of liability or offer of payment, indemnity, agreement or compromise in relation to the Qualifying Claim 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.

11.6 The Licensee shall give CLA and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensee, so as to enable CLA and its professional advisers to examine them and to take copies for the purposes of assessing the Qualifying Claim.

11.7 Nothing in this clause shall restrict or limit the Licensee's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

11.8 The Licensee shall indemnify CLA in respect of all liabilities, costs, expenses, damages and losses and legal costs and other professional costs and expenses awarded against or incurred by CLA in respect of any claim arising out of the Licensee's breach or negligent performance of any term of the Licence.

12. Termination and breach

12.1 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.

12.2 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.

12.3 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.

13. Data collection

13.1 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, scanning, use and/or reuse of Digital Copies and Workplace GAI Activities that have been undertaken using the Licensed Materials and the use or re-use of Digital Material under the Licence which will assist CLA in distributing the Fees to authors, artists and publishers.

13.2 The data collection exercise may, without limitation, take the form of a survey; or record keeping or online reporting exercise; access to creation of Digital Copies or any combination of these, in accordance with any guidelines on data collection as may be published and updated on CLA's website from time to time.

13.3 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 and in particular shall be responsible for ensuring compliance by any of its Subsidiary Companies located overseas and shall, at the request of CLA, co-ordinate the recording and collection of information required by the data collection exercise and its transmission to CLA.

13.4 CLA undertakes not to disclose any information obtained as a result of any data collection exercise except:

13.4.1 as required by a court or other authority of competent jurisdiction; or

13.4.2 in aggregated form from which the identity of the Licensee cannot be identified.

14. General

14.1 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, in the case of the Licensee to the address on the application form or otherwise notified to CLA, 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.

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

14.3 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.

14.4 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.

14.5 CLA may vary this Licence from time to time on giving the Licensee at least 30 days' notice in writing prior to such variations taking effect, unless any variation is required by applicable law and in which case such variations will be effective immediately.