Multinational Pharmaceutical 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 (Principal Licensee)

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[2]

Total no. of rest of the world employees[2] | 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

I certify that I have read and understood the terms and conditions of the CLA Multinational Pharmaceutical 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

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 Affiliated 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 Affiliated Companies located outside the UK as agreed between CLA and the Principal licensee. Please refer to the Licence Terms and Conditions for a definition of terms used above.
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 12 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 CLA website for fees relating to indemnity for past copying.

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.

We would like to keep you up to date with publications, research, newsletters, events and product news from CLA.

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You can view or change your preferences, or unsubscribe at any time

Multinational Pharmaceutical 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 to re-use 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 this Agreement the following meanings shall apply:

Affiliated Company:
any subsidiary or holding company (including any subsidiary of such holding company) where "subsidiary" and "holding company" have the meanings ascribed thereto in s.1159 of The Companies Act 2006 (as amended);

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;

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

Authorised Persons:

i) in respect of Paper Copies: employees of, or workers, or consultants appointed or engaged by, any Licensee; and

ii) in respect of Digital Copies: only those persons

- **a)** who are employees of, or are workers or consultants engaged by, any Licensee;
- **b)** who are permitted by the Licensee to access the Secure Network and whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice; and
- **c)** whose conduct is subject to regulation by such Licensee;

in both cases where "workers" has the meaning given to it by the Employment Rights Act 1996 and "consultants" means individuals providing services to the Licensee;

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

CLA:
The Copyright Licensing Agency Ltd;

CLA's website:
www.cla.co.uk (or such other site as may be notified to the Principal Licensee). A reference to a list or other information on, or which can be accessed via, CLA's website or other electronic means controlled by CLA shall include:

i) both any such list or information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA Multinational licences for the Pharmaceutical sector;

ii) that list or information as periodically amended by CLA, any such amendment taking effect on the next Quarter Day after such amendment is 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);

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 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 listed on, or which can be accessed via, CLA's website or other electronic means controlled by CLA and Website Material except any Excluded Material. For the avoidance of doubt, material other than still images and text is not included in the Licence, nor is any material which is only referred to in, or can only be accessed by following an external link on, Website Material, or in an electronic publication of a Participating Digital Material Publisher and where they material is not itself included in such electronic publication;

Electronic Form:
as defined in s. 178 of the Copyright, Designs and Patents Act 1988 (as amended);

Excluded Material:
those categories of work and individual works identified on or via CLA's website or other electronic means controlled by CLA as being excluded from Licensed Material. 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, from Digital Material, or any combination thereof;

Fee:
the fee shown on CLA's website for pharmaceutical companies defined as the aggregate of:

i) the fee to be paid in respect of the Licence each year, calculated by multiplying the number of Professional Employees of the Licensees located in the United Kingdom by the current rate shown on CLA's website as applicable to pharmaceutical companies; and

ii) the fee to be paid in respect of the Licence each year, in respect of the number of Full Time Equivalent Employees of all the Licensees located outside the United Kingdom agreed between CLA and the Principal Licensee, subject to a minimum fee as shown on CLA's website as applicable to pharmaceutical companies.

The fee for the first year of the Licence is notified to the Principal Licensee (to include payment for the indemnity as required) and for subsequent years shall be the sum of:

iii) 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 Licensees 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 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;

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);

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

International 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;

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

Licence:
the licences granted and permitted by Clauses 2, 7 and 8;

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;

Licensees:
the Principal Licensee and any of its Affiliated Companies, whose Professional Employees have been included for the purposes of calculating the Fee and who are listed in the application form;

Local Storage:
any storage pursuant to Clause 8.1 and "Locally Stored" shall be construed accordingly;

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 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 or on its behalf EXCEPT 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 2.1.7 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 and paper printouts of Digital Copies made in accordance with this Licence;

Participating Digital Material Publisher:
a Rightsholder who has confirmed to CLA that it is willing to permit the use under this Agreement of Digital Material in which the Rightsholder owns or controls the copyright and who has not withdrawn such permission;

Participating US Publisher:
a publisher participating in the agreement between the Copyright Clearance Center of the United States of America (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, Denmark, Finland, France, Germany, Ghana, Greece, Hong Kong, Iceland, India, Ireland, Italy, Jamaica, Japan, Luxembourg, Malawi, Malaysia, Mexico, the Netherlands, New Zealand, Norway, the Philippines, Singapore, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Trinidad and Tobago, Turkey, United Arab Emirates, and Zambia as this list may be amended 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:
a director, officer or employee (other than a sales representative) of the Licensee who is a graduate or holds an equivalent qualification;

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;

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, Denmark, Finland, France, Germany, Ghana, Greece, Hong Kong, Iceland, Ireland, Jamaica, Malaysia, the Netherlands, New Zealand, Norway, the Philippines, Singapore, Slovenia, South Africa, South Korea, Spain, Switzerland, Turkey, and the United Arab Emirates as this list may be amended on CLA's website;

Secure Network:
a network operated or controlled by a Licensee (whether a standalone network or a virtual network within the Internet) which is accessible only by Authorised Persons and those individuals described or referred to in Clause 2.1.6 and Clause 7;

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 2.1.7.

1.2 All references to the singular in this Agreement may include the plural and vice versa as the context so requires and references to any gender shall include both genders. The provisions of the Schedules shall form part of this Agreement as if set out herein.

2. Grant of licence

2.1 CLA grants to the Licensees and, as appropriate, Authorised Persons the non-exclusive, non-transferable, non-sublicensable and revocable 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 Licensees shall use reasonable endeavours to identify whether they subscribe 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 to Authorised Persons in both cases within the Secure Network. This includes, for the avoidance of doubt, the indexing, searching, opening, viewing, printing and presentation or display in electronic form of Digital Copies but not any storage beyond that permitted by Clause 7;

2.1.4 make copies of Paper Copies;

2.1.5 do anything permitted by Clauses 7, 8 and 14;

2.1.6 send or permit access to Licensed Copies to or, as the case may be, by employees and consultants of any Affiliated Company (in each case a "recipient") outside of the United Kingdom, where, in the case of Digital Copies created by scanning, such recipient would otherwise satisfy part (ii) (b) of the definition of "Authorised Persons" and whose conduct would be subject to regulation by such Affiliated Company on the condition that the recipient may only open and view a Digital Copy and print a single Paper Copy derived therefrom; and/or

2.1.7 make, or permit the making of 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 Clause 7) must be exercised:

2.2.1 for the Licensees' internal information purposes only; and

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

2.3 Other than the steps involved in the receipt, opening, viewing and printing permitted by Clause 2.1.6, the responsibility for complying with the laws of other countries for any other acts shall rest with the relevant Licensee and/or recipient. All the rights and permissions granted by Clause 2.1 must be exercised within the United Kingdom only except that the rights in relation to the International Repertoire may be exercised anywhere in the world.

3. Payment and term

3.1 The Licence shall commence on the Commencement Date and continue annually from year to year, unless and until determined in accordance with Clause 13.

3.2 The Principal Licensee shall pay the Fee together with any VAT payable within 30 days from the date of an invoice from CLA.

3.3 Subject to the Licensees complying with all terms and conditions of the Licence, CLA shall automatically renew the licence to the Principal 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 amounts due under the Licence.

3.5 The Principal Licensee shall, at least one month prior to each anniversary of the Commencement Date, notify CLA of any material change in the number of its Professional Employees. The Principal Licensee shall provide CLA with all information reasonably required to determine the accuracy of any such number as is notified by the Principal 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' a 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 CLA to provide such a service such as, but without limitation, document delivery and press cuttings suppliers), of any Licensed Material it copies, scans or uses under the terms of the Licence.

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

4.2.1 in the case of a periodical publication, two whole articles in any single issue or (except for the purposes of Clause 7 and for any CCC Electronic- Rights Works), where the issue, or a substantial part of it, is dedicated to a particular theme, any number of articles dealing with that theme;

4.2.2 in the case of a published report of judicial proceedings, the entire report of a single case; or

4.2.3 in the case of a book, one chapter.

For Digital Material that is not made available or otherwise structured as a conventional book, journal, magazine or other periodical or where the Digital Material is not divided into distinct sections identifiable as the equivalent of a book chapter or of an article in a journal, magazine or other periodical, the Licensee shall ensure, as far as is reasonably practicable, that copying is limited to small extracts that are equivalent to the limits set out above, at all times bearing in mind in particular the requirement contained in Clause 4.5 that no copying shall substitute for the purchase of original Licensed Material.

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.

4.4 Save as may be provided in Clause 7, Licensed Copies may not be sold or otherwise disposed of (whether or not for valuable consideration) nor rented nor loaned to any third party or used for any external marketing or promotional purposes or exploited for purposes other than the internal information purposes of the Licensees or any individual permitted to access or receive any Licensed Copies pursuant to Clause 2.

4.5 The making of Licensed Copies shall not directly or indirectly substitute for the purchase of original Licensed Material (including, for the avoidance of doubt, access to Digital Material whether by way of subscription or otherwise) or for the commissioning, reproduction, hire or any other use of an original artistic work within Licensed Material.

4.6 Licensed Copies may not be used for the delivery of education or training to third parties but may be made for the purposes of training of Authorised Persons provided that the Licensees may not receive payment or any other form of remuneration in consideration therefor.

4.7 For the avoidance of doubt, where the original is in full colour, Licensed Copies may be made in black and white (known as halftones) as well as colour provided that no colour separations are made and provided that the Licensees comply with the provisions of Clauses 5.1 and 5.2.

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

5.1 No Licensee shall edit, amend, manipulate, add to or delete from Digital Copies nor shall it authorise the same, except to the extent necessary to make the Digital Copies; (i) perceptible on a computer screen to an Authorised Person; (ii) (solely as permitted by clause 5,3) available on the Licensee Website; or (iii) suitable for undertaking the Workplace GAI Activities. Electronic notation superimposed on, or electronic marking-up of, a Digital Copy which clearly distinguishes such notation or marking-up from the original text (such as by the use of different colours) shall not be a breach of this condition. Neither shall the addition of a copyright legend to Digital Copies where required by the Licence or the addition of identifier tags be a breach of the Licence. Where material to be scanned or copied already contains copyright notices placed by the Rightsholder on the document the Licensee shall not be required to add further notices to the document.

5.2 Subject to Clauses 4.7, 5.1 and Clause 14, no digital manipulation, whether by way of optical character recognition, morphing, colour or shade adjustment or any other form of manipulation, may be made of Digital Copies or Digital Material.

5.3 Digital Copies may not be placed on the publicly accessible world wide web or, subject to Clause 7, be linked either directly or indirectly by hypertext links (or the like) to or from any external or third party website.

5.4 Except as permitted by the Licence or applicable statutory provisions, no other copying, dissemination, publication, communication or making available to the public, repackaging or distribution, in any form, of Digital Copies, in whole or in part, is permitted.

5.5 Where any work appearing within Digital Material or Material Licensed For Scanning incorporates, or has adjacent to it, the identity of the author or creator of the artistic and/or literary work, the Licensee shall ensure that every Digital Copy of that work shall include the identity of such author or creator. In cases where the Digital Material or Material Licensed For Scanning does not incorporate or have adjacent to it, the identity of the author or creator of the artistic or literary work. the Licensee shall use reasonable endeavours to ensure that every Digital Copy of that work shall include the identity of such author or creator.

5.6 Subject to any statutory obligations relating to retention of documentation, the Licensees shall delete from the hard drives of their central and local servers any and all Digital Copies which may be stored there upon notice from CLA to the Principal Licensee that the Rightsholder believes that the Licensed Material contained in the Digital Copies infringes copyright or is, or may be, defamatory, obscene or otherwise unlawful and has removed, or intends to remove, the same for that reason from the current version of the relevant Digital Material or material licensed for scanning as the case may be.

5.7 Except for Workplace GAI Activities, a Licensee may subcontract the making of Digital Copies to third parties, provided that:

5.7.1 such 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;

5.7.2 a record is kept of all such subcontracts and that such record is provided on request to CLA;

5.7.3 all such subcontracts require the sub-contractor to comply, as appropriate, with the conditions of the Licence relating to Digital Copies, including any which would prohibit the sub-contractor from retaining any Digital Copy (or any intermediate copy involved in the production of the same) and shall include a clause conferring on CLA the right to take action directly against any such sub-contractor pursuant to The Contracts (Rights of Third Parties) Act 1999;

5.7.4 the use of a sub-contractor located outside of the United Kingdom shall be deemed not to be a breach of Clause 2.

6. Further conditions applying to the use of CCC Electronic-Rights Works

6.1 Notwithstanding Clause 2.1.2 a 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 a 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. Further permitted uses

7.1 **Medical Information**: Licensees may supply single Licensed Copies to health professionals or other persons legitimately requesting medical information in relation to the medical, therapeutic or technical use and support of any of the Licensees' products.

7.2 **Regulatory Submissions**: Licensees may supply Licensed Copies to the medical regulatory authorities of any jurisdiction for the purposes of making or maintaining an application for regulatory or marketing approval of any of the Licensees' products and to external advisers in connection with the preparation of such applications or with obtaining any regulatory advice.

7.3 **Legal Proceedings**: Licensees may supply Licensed Copies (except for CCC Electronic-Rights Works) to external advisers in connection with the preparation, institution and prosecution or defence of legal proceedings and the obtaining of advice regarding any legal proceedings which may be contemplated or apprehended without prejudice to any acts permitted under Clause 5.

7.4 **Patent Applications**: Licensees may supply Licensed Copies as part of the filing or pursuit of a Patent application in any jurisdiction and to external advisers in connection with the preparation and prosecution of such applications required by law.

7.5 **Copyright Legend to be attached**: Any Licensed Copies supplied pursuant to this Clause 7 must contain the copyright legend set out in parts 1, 2 or 3 of the Schedule as appropriate or must have the same on a front sheet attached thereto.

8. Storage of digital material

8.1 Licensees may store Digital Copies on the Secure Network and such copies may be indexed and searchable.

8.2 Subject to Clause 8.1, no Digital Copies may be stored on a server, or systematically indexed, with the intention of creating an electronic library or similar corporate information resource that would substantially replace the Licensee's need to purchase or subscribe to a particular work in accordance with Clauses 4.5, 5.6 and 5.7.

8.3 On termination of this Licence, other than a termination by CLA for cause, the Licensees shall be entitled to retain Digital Copies stored pursuant to clause for record purposes only and shall not otherwise be entitled to access or use such Digital Copies under this licence.

9. Further conditions applying to Workplace GAI Activities

9.1 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.

9.2 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.

9.3 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.

9.4 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 9.3.

9.5 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.

9.6 Subject to clauses 9.3 and 9.4, 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).

9.7 Without limitation to the generality of clause 9.1: (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).

9.8 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.

9.9 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.

9.10 The Licensee shall not make any adaption or otherwise modify the Licensed Materials in any way, manipulate, or change the Licensed Materials in any way (other than as expressly permitted under this Licence) in a way that undermines the integrity, accuracy or original meaning or presentation of any original work within the Licensed Materials.

9.11 The Licensee shall not misrepresent that Outputs are human-generated.

9.12 The Licensee shall not use the Licensed Material or Output in violation or breach of any third party copyright, trademark or other intellectual property rights, right to privacy or other rights.

9.13 The Licensee shall not use any Licensed Material or Outputs to create or attempt to create, share or otherwise disseminate abusive, illegal, harmful, personal identifiable information or confidential information or otherwise in non-compliance with applicable law and regulations.

9.14 The licence granted in clause 2.1.7, remains subject to the acknowledgement and agreement of the Licensee that all right, title and interest in respect of any Licensed Material remain the property of the relevant Rightsholder(s) (regardless of whether generated by human, Generative AI System or a hybrid of both).

9.15 The Licensee agrees to provide CLA (or its representatives) with appropriate access to its records and systems, upon reasonable prior written notice by CLA to the Licensee, in order for CLA to carry out an audit (no more than twice a year) on the compliance by the Licensee with the terms of this Licence, with the reasonable costs of such audit to be borne by the Licensee.

9.16 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.

10. Data collection

10.1 CLA may, no more than once in each year, require Licensees to participate in a data collection exercise to identify the type of photocopying, scanning of use and/ or re-use of Digital Copies and Workplace GAI Activities that have been undertaken using the Licensed Material to to assist CLA in distributing the Fees to authors, artists and publishers.

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

10.3 If selected, Licensees shall co-operate with CLA in conducting the data collection exercise and undertake to ensure that employees comply with the obligations under this Clause.

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

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

10.4.2 in aggregated form from which the identity of a Licensee cannot directly be identified.

11. Other obligations

11.1 The Principal Licensee shall notify all other Licensees of any information or notices it receives from CLA pursuant to the Licence.

11.2 All Licensees shall:

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

11.2.2 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 Licensees; and

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

11.3 In exercising their rights under the Licence, the Licensees 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.

12. Indemnity

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

12.1.1 '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;

12.1.2 'Other Qualifying Claim' shall mean any complaint made in writing that the Indemnified Persons, acting in pursuance of this Licence (but excluding Workplace GAI Activities under clause 2.1.7), 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

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

12.1.4 "Indemnified Persons" shall mean:

i) any Licensee;

and in respect of any Other Qualifying Claim only:

ii) any individuals permitted to access or receive any Licensed Copies pursuant to Clause 2; and

iii) any Affiliated Companies employing or engaging any such individuals to the extent only that they are held responsible for the acts of the individual the subject matter of a Qualifying Claim.

12.2 In the case of any Qualifying Claim CLA shall indemnify the Indemnified Persons in respect of all reasonable legal costs, expenses and damages awarded against or incurred by any of them including any ex gratia payments made with the prior written consent of CLA, provided that the Indemnified Persons have complied with the terms of the Licence where applicable and given CLA notice of any Qualifying Claim within ten (10) working days.

12.3 The indemnity conferred by this clause shall not apply:

12.3.1 if the relevant Indemnified Person is in breach of any term of the Licence;

12.3.2 during any period, or in respect of matters arising during such period, while the Licence is suspended pursuant to Clause 13.2;

12.4 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 Indemnified Persons shall co-operate with CLA in this respect where reasonably requested by CLA to do so.

12.5 The Indemnified Persons shall ensure that no admission of liability or offer of payment or indemnity, agreement or compromise in relation to the Qualifying Claim shall be made or given by or on their behalf or on behalf of CLA without CLA's prior written consent and shall ensure that all correspondence received in connection with a Qualifying Claim is promptly passed to CLA.

12.6 The Principle 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.

12.7 Nothing in the 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.

12.8 The Principal Licensee shall indemnify CLA in respect of all liabilities costs, expenses, damages and losses and all other reasonable expenses, legal costs and other professional costs and expenses awarded against, incurred or suffered by CLA in respect of any claim made in writing arising out of any Licensees' breach or negligent performance of any term of the Licence. With the exception of Clause 13.6 the provisions of this Clause 12 shall apply as appropriate as if the references to "Qualifying Claim" were references to a claim under this Clause 12.8, references to "CLA" were references to the "Principal Licensee" and references to "Indemnified Persons" were references to "CLA".

13. Termination and breach

13.1 Either party may terminate the Licence upon giving to the other at least one (1) month's written notice to expire on the first anniversary of the Commencement Date or any subsequent anniversary thereafter.

13.2 If a Licensee commits any material breach of any of the provisions of the 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.

13.3 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.

13.4 Upon termination of the Licence for whatever reason the Licensees shall, as soon as reasonably practicable, delete from the hard drives of all of their central and local servers any and all Digital Copies which may be stored there (save for those Digital Copies the retention of which is required by law and without prejudice to the rights of the Licensees under Clause 8.3) and upon written request from CLA the Principal Licensee shall certify that this has been done.

13.5 Termination of the Licence shall be without prejudice to any accrued rights or remedies of either party, or to the survival of any obligations of confidence in reporting required by Clause 10.3.

14. Print disabled persons

14.1 The provisions of this clause shall only apply where an Authorised Person is a Print Disabled Person in accordance with clause 14.3.

14.2 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 14.3 (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:

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

14.2.2 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.

14.2.3 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;

14.2.4 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

14.2.5 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.

14.3 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:

14.3.1 is blind;

14.3.2 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;

14.3.3 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;

14.3.4 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

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

14.4 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.

15. General

15.1 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.

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

15.3 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.

15.4 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, save for third parties expressly contemplated by this Agreement (including, but not limited to, all third party Licensees, and all such others as are permitted to access or receive any materials pursuant to Clause 2).

15.5 Unless ordered by due legal authority, CLA shall not without the Principal Licensee's consent disclose to any third party any information supplied to CLA by any Licensee, except:

15.5.1 information in aggregated form from which Licensees cannot be identified; or

15.5.2 the identity of a Licensee alone.

15.6 No provision of this Licence shall operate to limit the effects of any other licence granted to the Licensee or any sub-contractor of the Licensee directly by a Participating Digital Material Publisher.

15.7 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.

Schedule - Copyright Legend

Part 1

Any Paper Copy supplied by a Licensee pursuant to Clause 7 shall include the following statement:

"The contents of this document have been supplied to you under licence from The Copyright Licensing Agency Ltd ("CLA") and are protected by copyright and, save as may be permitted by statute, may not be copied or otherwise reproduced (even for internal purposes) without prior permission of the copyright owner or under the terms of a licence from CLA".

Part 2

Any Digital Copies supplied by a Licensee pursuant to Clause 2.1.6 and to Clause 7 shall include the following statement:

"The contents of this document have been supplied by electronic means to you under licence from The Copyright Licensing Agency Ltd ("CLA") and are protected by copyright. Save as may be permitted by statute the recipient shall not print out more than a single paper copy which itself may not be further copied, nor retransmitted electronically to anybody else or stored without the prior permission of the copyright owner or under the terms of a licence from CLA".

Part 3

Either Paper Copies or Digital Copies may include the following statement in place of the wording in Parts 1 and 2 as appropriate:

"This document has been supplied under a CLA Licence. It is protected by copyright and it may not (even for internal purposes) be further copied stored or on-copied electronically without permission, save as may be permitted by law. The recipient may print out a single paper copy of any document received electronically".