Collaboration Licence for the Pharmaceutical Sector **Application Form**

Please sign and return your licence application to:

New Licences

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

New licence enquiries
020 4512 0100

Full legal name of organisation

Address

Postcode

CLA's Collaboration Licence facilitates the sharing of licensed copies between organisations operating within the Pharmaceutical sector holding relevant corporate licences from both CLA and Copyright Clearance Center (CCC). The agreement enables employees of those licensed companies to share copies of relevant published material with employees of similarly licensed organisations on projects or products for which their respective organisations are working collaboratively.

The Licence supports collaboration and partnering between licensed companies and other third parties with whom they work and interact closely e.g. external medical consultants/researchers, medical writers or medical communications agencies.

In order to sign up to the Collaboration Licence, please sign below to confirm your acceptance of the terms outlined herein and complete the licence appendix to list your organisation's collaborating partners.

I agree to sign up to the CLA Collaboration Licence on the terms outlined above and in the attached Licence.

I would like this licence to commence from 0 1 M M Y Y

Signed

Duly authorised signatory for and on behalf of the applicant

Name (print)

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 & Wales
Reg no. 1690026

PC_20250714

Collaboration Licence
Terms and Conditions

Introduction

In order to facilitate collaborative working between licensed organisations this Agreement records certain amendments to the terms on which CLA grants a licence within the United Kingdom to photocopy, scan or otherwise reproduce, and to use or re-use extracts from material published in hard copy and electronic form in which copyright subsists.

1. Definitions and interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

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;

Agreement:
the terms and conditions set out below together with the Appendix attached hereto;

Appendix:
the separate sheet which lists the names of all Collaboration Partners as provided by the Licensee and approved by CLA which may be updated from time to time in accordance with Clause 2.3.2;

Authorised Persons of the Licensee:
the Authorised Persons defined as such in the Original Agreement, provided that such Authorised Persons are also directly engaged in activities relating to the Collaboration Project;

Authorised Persons of the Collaboration Partner:
the Authorised Persons defined as such in the Collaboration Partner's licence provided that such Authorised Persons are also directly engaged in activities relating to the Collaboration Project;

CCC:
Copyright Clearance Center, Inc., together with its subsidiary RightsDirect B.V., and any other CCC affiliates identified by CLA to the Licensee in writing from time to time.

CCC Collaboration Amendment:
An amendment to a CCC Corporate Licence which authorises sharing among Authorised Persons, which amendment provides rights of substantially the same scope as this Agreement.

CCC Corporate License:
a CCC Annual Copyright License, CCC Multinational Copyright License or RightsDirect Multinational Copyright License, or other similar repertory-based copyright licence agreement offered by CCC and identified by CLA to the Licensee in writing from time to time.

Collaboration Partner:
an organisation:

a) which holds either a CLA corporate licence or CCC Corporate License, and a CLA Collaboration Licence (substantially in the form of this Agreement) or a CCC Collaboration Amendment, as applicable;

b) which is not significantly engaged in the business of Document Delivery ((a) and (b), collectively, the Qualifying Criteria); and

c) the identity of which has been notified in writing by the Licensee to CLA and which CLA has confirmed to the Licensee complies with the Qualifying Criteria in accordance with this Agreement.

Collaboration Project:
a specific contractual business relationship between the Licensee and one Collaboration Partner in which Document Delivery does not constitute a significant portion of the activities thereof;

Document Delivery:
the bulk or systematic supply of copies of items of published material, whether in paper or electronic form;

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Email cla@cla.co.uk
www.cla.co.uk

CLA Scotland
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Reg no. 1690026

Effective Date:
the date noted on the letter issued to the Licensee by CLA which confirms the first of the Licensee's Collaboration Partners as complying with the Qualifying Criteria and CLA's acceptance of the Agreement;

Licence:
the Licence defined as such in and granted pursuant to the Original Agreement;

Licensee:
the Principal Licensee and, where appropriate, any Affiliated Companies listed on the application form for the Original Agreement or as notified to CLA at the time of taking out the Original Agreement;

Original Agreement:
means the CLA licence currently in place between CLA and the Licensee;

Secure Network of the Licensee:
the Secure Network defined as such in the Original Agreement; and

Secure Network of the Collaboration Partner:
the Secure Network (or equivalent) defined as such in the Collaboration Partner's CLA corporate licence or CCC Corporate License.

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. All references to a Clause are to a clause of this Agreement.

2. Amendment to original agreement

2.1 From the Effective Date, CLA and the Principal Licensee agree that:

2.1.1 solely for the purposes of and to the extent necessary for the Licensee and a Collaboration Partner to operate each Collaboration Project, the Original Agreement shall be amended such that:

a) the Authorised Persons of the Licensee shall be extended to include the Authorised Persons of the Collaboration Partner;

b) the Secure Network of the Licensee shall be extended to include the Secure Network of the Collaboration Partner; and

c) the Licence shall be extended accordingly;

at all times subject to and in accordance with the other terms and conditions of the Original Agreement as amended by the terms and conditions of this Agreement; and

2.1.2 the Licensee can confirm to each Collaboration Partner that its Licence has been extended as set out above.

2.2 The extension of the Licence set out above shall take effect in respect of a Collaboration Partner on the issue of CLA's written approval of such Collaboration Partner in accordance with Clauses 2.3.1 and 2.3.2.

2.3 The Licensee agrees and acknowledges that it shall at its cost:

2.3.1 be responsible for confirming that each Collaboration Partner fulfils the Qualifying Criteria;

2.3.2 submit to CLA details of each Collaboration Partner:

a) on the first application for an extension of the Licence under this Agreement by the Licensee; and/or

b) as and when required by the Licensee to subsequently add or remove a Collaboration Partner from the extended Licence throughout the term of this Agreement;

for approval by CLA which, if granted, CLA shall confirm to the Principal Licensee in writing; and

2.3.3 at all times ensure that the Authorised Persons of the Licensee, and ensure and/or procure that each Collaboration Partner ensures, that the Authorised Persons of the Collaboration Partner who are granted rights in respect of each Collaboration Project under Clause 2.1 above comply with the terms and conditions of the Original Agreement, the Licence and this Agreement.

2.4 The Licensee agrees and acknowledges that, in respect of any Collaboration Partner in possession of a CCC Corporate Licence, the rights granted by this Collaboration do not extend to the use or application of artificial intelligence and that such uses are prohibited under this Collaboration Licence.

2.5 Other than as expressly modified by the terms of this Agreement, the Original Agreement shall remain in full force and effect. The Licence shall only be extended as expressly set out in this Agreement. No further rights are granted by CLA. In particular, and without limitation, this Agreement does not permit the creation of an electronic library or similar corporate information resource that would substantially replace the Licensee's or any Collaboration Partner's need to purchase or subscribe to a particular work.

3. Usage

3.1 CLA may, no more than twice in each consecutive twelve (12) month period during the term of this Agreement, require the Licensee to participate in a usage exercise to identify the type and volumes of published material which has been shared under the terms of this Agreement.

3.2 The above usage exercise may, without limitation, take the form of a survey or record keeping or online reporting, or any combination of these.

3.3 If selected, the Licensee shall co-operate with CLA in conducting this exercise and undertakes to ensure that its employees and other personnel comply with its obligations under this Clause.

3.4 CLA undertakes not to disclose any information obtained as a result of such exercise except:

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

3.4.2 in aggregated form from which the identity of the Licensee cannot be identified; or

3.4.3 in order to provide information to CCC regarding Licensee's and/or its Collaboration Partners' activities involving the exercise of rights under a CCC Corporate License or CCC Collaboration Amendment.

4. Licence fee

CLA agrees to waive any licence fee in connection with this Agreement on a non-precedential basis. CLA reserves the right, in its sole discretion to charge a licence fee in connection with this Agreement. If CLA does so, the rights granted under this Agreement shall thereafter be subject to due payment of that licence fee by the Principal Licensee in addition to the fees payable under the Original Agreement. CLA shall notify the Principal Licensee of any such licence fee in a timely manner so that the Principal Licensee may terminate this Agreement without charge under Clause 5.1 below if it does not wish to pay the additional licence fee.

5. Term and termination

5.1 Either party may terminate this Agreement upon giving to the other at least thirty (30) days' written notice.

5.2 This Agreement shall terminate automatically with respect to a Collaboration Partner if the Collaboration Partner no longer fulfils the Qualifying Criteria. The Licensee must immediately notify CLA in writing on becoming aware of such termination.

5.3 This Agreement shall terminate immediately in its entirety upon the expiration or termination of the Original Agreement.

5.4 This Agreement may be terminated or suspended without termination or suspension of the Original Agreement on the same terms that would permit termination or suspension of the Original Agreement.

6. General

6.1 All notices given under the Licence shall be in writing by electronic mail. In the case of there being no valid electronic contact, notices shall be sent by first class post, and shall be deemed to have been served on the second working day (which shall exclude weekends and English public holidays) following the date of posting.

6.2 This Agreement may only be varied by agreement acknowledged in writing on behalf of a duly authorised officer from both CLA and the Principal Licensee.

6.3 This Agreement is personal to the Licensee and may not be assigned or otherwise disposed of by the Licensee in whole or in part.

6.4 This Agreement 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 this Agreement.

6.5 The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

Appendix

Collaboration Partners under the Collaboration Licence

Collaboration partner organisation	Details of relevant licence held	CLA licence account code	Address	Address 2	City	Postcode/ zip	Country	Contact first name	Contact surname	Job Ttitle	Tel.	Email

The Copyright Licensing Agency Ltd

Tel 020 7400 3100
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