Training Provider Licence
Application Form

Please detach, sign and return your licence application to:

New Licences

Email: licence@cla.co.uk

The application form and notes should be read in conjunction with the CLA Rate Card

Full legal name of organisation

Address

Postcode

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

No. of Professional Employees[2] Total no. of employees[3]

No. of Delegates[4]

I hereby apply to CLA for a Licence to take effect from the first day of[5] 0 1 M M Y Y

Indemnity for Past Copying[6]

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 5):

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 Training Provider Licence in conjunction with the CLA Rate Card and agree to abide by them. The information provided on this form is true to the best of my knowledge and belief.

Signed

Duly authorised signatory for and on behalf of the applicant

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

T_20250806

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 holding companies covered by this Licence. Please refer to the Licence Terms and Conditions for a definition of Affiliated Company.
2. The number of Professional Employees on which the Licence Fee is based must include all Professional Employees of all the companies listed. Please refer to the enclosed Rate Card for a definition of Professional Employee. If you are a small business with less than 50 employees you do not need to complete this box.
3. Please enter the total number of full time equivalent staff in your organisation. Please see CLA Rate Card for the appropriate pricing.
4. For companies engaged in online training only, the number of Delegates on which the Licence Fee is based must include the total number of Delegates trained in the previous 12 months. Please refer to the relevant Rate Card for further information and the appropriate pricing.
5. The date on which you wish the Licence to commence should be entered here.
6. 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.

Training Provider Licence
Terms and Conditions

Introduction

This Licence records the terms on which CLA grants a licence to businesses whose primary purpose is to deliver training to external delegates within the United Kingdom 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 both for internal use and for such delegates for the purposes of the training only.

User 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 Licence the following meanings shall apply:

Affiliated Company:
any subsidiary or holding company (including any subsidiary of such holding company) located in the United Kingdom where 'subsidiary' and 'holding company' have the meanings set out 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;

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 'workers' has the meaning given to it by the Employment Rights Act 1996 and 'consultants' means individuals providing consultancy services to 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 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 Licensee. A reference to information on or accessed via CLA's website or other electronic means controlled by CLA 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 licences for businesses or CLA Licences for training providers, and information provided should be applied by the Licensee to the relevant purpose accordingly;

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 with specific terms of use. It is protected by copyright and, save as may be permitted by law, it may not be further copied, stored, on-copied electronically or otherwise shared, even for internal purposes, without the prior further permission of the Rightsholder.";

Delegate:
Any person who is not an employee of the Licensee, worker or consultant appointed or engaged by the Licensee and who is receiving a Structured Training Course from the Licensee, subject to clauses i) and ii) below, and the further restrictions on the use of such copies by Delegates required under this licence:

i) for Paper Copies: only for the purpose and duration of the Structured Training Course; and

ii) for Digital Copies: those individuals who are permitted by the Licensee to have access to the Licensee's Secure Network for the purposes of the Structured Training Course and only for the duration of such Structured Training Course, whose identity is authenticated at the time of login and periodically thereafter consistent with current best practice, and whose conduct is subject to terms communicated by the Licensee or who receive such copies by or on behalf of the Licensee by electronic mail via their own secure network;

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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 or Delegates of Digital Material which, in all cases, are subject only to clause 4.8 in respect of copies made for the purposes of the Structured Training Course, are direct unaltered copies of the work copied and are made in accordance with the terms of the Licence;

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any establishment providing primary, secondary or further education as defined in the Education Act 1996 or courses of Higher Education as defined in the Education Reform Act 1988;

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 or from Material Licensed For Workplace GAI Activities, from Digital Material or any combination thereof;

Fee:
the fee to be paid in respect of the Licence each year:

For licensees that offer face to face training as well as online training as part of the Structured Training Course:

Where the Licensee has less than 50 employees, 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 by the current rate shown on CLA's website as applicable to this licence or, if greater, the minimum fee, if any, shown on CLA's website. The fee for the first year of the Licence is as notified to the Licensee (to include payment for the indemnity as required) and for subsequent years shall be calculated by multiplying the relevant rate per Professional Employee (as shown on CLA's website prevailing three months prior to the anniversary of the Commencement Date) by the number of Professional Employees of the Licensee as used for the calculation of the fee for the previous year or such number as is determined in accordance with clause 3.5.

For licensees that offer online training as part of the Structured Training Course only:

The fee calculated by multiplying the number of Delegates trained in the previous Licence year by the current rate shown on CLA's website as applicable to this Licence.

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;

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 company and any Affiliated Companies, in each case whose primary purpose is the delivery of Structured Training Courses, and whose Professional Employees have where relevant been included in the calculation of the Fee as listed on 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;

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original published editions of books, journals, magazines and other periodicals in which copyright subsists published in hard copy form in the Photocopying Mandate Territories EXCEPT any Excluded Material. Material Licensed For Photocopying for the purposes of use by Authorised Persons but not for Structured Training Courses for Delegates shall also include the categories of material above published by a Participating US Publisher;

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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 Paper Copies derived therefrom by the Licensee EXCEPT any Excluded Material. Material Licensed For Scanning for the purposes of use by Authorised Persons but not for Structured Training Courses for Delegates shall also include CCC Electronic-Rights Works and 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:
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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;

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

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;

Scanning Mandate Territories:
At the date of this Licence:

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 or by Delegates as relevant;

Structured Training Course(s)
A structured course of teaching to persons who are not:

i) employees of the Licensee, workers or consultants appointed or engaged by the Licensee; or

ii) registered as full time or part time students at an Educational Establishment, that is aimed at improving the knowledge, skills and professional development of the participants in a particular field over a fixed period of time, is not funded by the Education and Skills Funding Agency or by an Educational Establishment and in respect of which the Licensee may or may not receive payment from Delegates;

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 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: (i) Authorised Persons; or (ii) Delegates;

2.1.2 scan, or permit the scanning of, Material Licensed For Scanning to produce Digital Copies for Authorised Persons or Delegates 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;

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2.1.4 make copies of Paper Copies for the purposes set out in clause 2.1.1;

2.1.5 supply Licensed Copies to any regulatory authority of the United Kingdom 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 in the United Kingdom and to external advisers in connection with the preparation and presentation of such applications or filings as required by law or by the rules of such regulatory authority provided that any such Licensed Copy 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, where the Licensed Copy includes Digital Material, the Uniform Resource Locator (URL) of that Digital Material; and

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 only be exercised:

2.2.1 for the Licensee's internal information purposes (but without prejudice to clauses 2.1.3 (ii) and 2.1.5); or

2.2.2 for the purposes of the Licensee's provision of the Structured Training Course to Delegates whether held on the Licensee's premises or at another location or online via the Licensee's Secure Network;

2.2.3 In either of 2.2.1 or 2.2.2 within the United Kingdom only, provided that:

i) any Authorised Person located outside of the United Kingdom may securely access and view, but not print out, Digital Copies for the Licensee's internal information purposes only; and

ii) any Delegate located outside of the United Kingdom may securely access and view Digital Copies during the period of the Structured Training Course only and may download or print one copy of such material only, for their personal use and subject to the restrictions set out elsewhere in this Licence, and

iii) any user of the Licensee Website (whether located inside or outside of the United Kingdom) may access and view, but not print out, Digital Copies; and

2.2.4 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.

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 12.

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 Agreement.

3.5 The Licensee shall, at least 30 days prior to each anniversary of the Commencement Date, notify CLA of any material change (whether an increase or a decrease) in the number of its Professional Employees. The Licensee shall provide CLA with all information reasonably required to determine the accuracy of any such number as is notified by the Licensee. In default of agreement between the parties the matter may be referred to mediation in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.

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

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4.8 Notwithstanding anything to the contrary in clause 5 below, extracts of Licensed Material and other material generated by teaching staff or students may be combined, parts may be blanked out, annotated, relevant parts may be selected, translated or adapted as a pedagogic exercise only and illustrations or photographs may be dis-embedded for the purpose of providing training to Delegates only provided in all instances the identity of the author and the title of the original source and the fact of adaptation are clearly identified and the moral rights of the author are observed.

4.9 Licensed Copies supplied to Delegates in any form shall contain the Copyright Notice in a prominent place on each copy. All Delegates should be reminded at the start of the Structured Training Course that any training material containing Licensed Copies must not be further copied, or otherwise shared in print or electronically, even for internal purposes within their own organisation, unless permitted by law or with the further permission of the copyright owner. Copies may be downloaded and stored for personal use of the Delegate only.

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

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5.4 Except as specifically permitted by the Licence, no other copying, summarising, 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.

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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 Licence 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

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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 shall 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.

8.10 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.

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

8.12 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.

8.13 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.

8.14 The licence granted in clause 2.1.6, 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).

8.15 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.

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 and Delegates 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.

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 or a Delegate 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 or a Delegate 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 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, 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 prior 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 all other reasonable expenses, legal costs and other professional costs and expenses awarded against, incurred or suffered 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 with immediate effect 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 re-use of Digital Copies and Workplace GAI Activities that have been undertaken using the Licensed Materials, to 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, record keeping or online reporting exercise, access to creations of Digital Copies; or any combination of these activities, in accordance with any guidelines on data collection as may be published and updated on the 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.

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 non-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.