Public Administration Licence
Application Form

Please detach, sign and return your licence application to:

New Licences

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New licence enquiries:
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Full legal name of organisation

Address

Postcode

Please list below any affiliate departments intended to be covered by the Licence (or attach separate list) :

No. of Professional Employees[1] Total no. of employees

I hereby apply to CLA for a Licence to take effect from the first day of[2] 0 1 M M Y Y

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

Or

b) We would like the indemnity from: [Insert date] 0 1 M M Y Y

I certify that I have read and understood the terms and conditions of the CLA Public Administration 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

Name (print)

Position

Date

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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.

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Name

Position

Address

(if different from above)

Phone Ext

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E-mail

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Public Administration Licence
Terms and Conditions

Introduction

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1. Definitions and interpretation

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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;

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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 public administration or, if greater, the minimum fee, if any, shown on CLA's website as applicable to public administration. The fee for the first year of the Licence is 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. 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;

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

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

Professional Employee:
those employees of the Licensee of HEO grade, or its equivalent, and above;

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;

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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;

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a network operated or controlled by the Licensee (whether a standalone network or a virtual network within the Internet) which is accessible only by Authorised Persons;

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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;

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Workplace GAI Activities:
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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).

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

9.1.2 use reasonable endeavours to display adjacent to every copying machine used to make Paper Copies, and every scanner used to produce Digital Copies, any Licensee support material which CLA may periodically supply, or make available on CLA's website, to the Licensee.

9.2 In exercising its rights under the Licence, the Licensee shall be responsible for complying with all applicable laws of any kind including (without limitation) moral rights, data protection, the obtaining of any consents which may be required from any person, firm or company (other than those consents relating solely to copyright and/or database right), privacy or personality rights of any kind, defamation or obscenity.

9.3 CLA shall have the right on giving reasonable notice to the Licensee to enter any of the Licensee's premises to monitor and to verify the observance by the Licensee of its obligations under the Licence.

10. Print disabled persons

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

10.2 Notwithstanding the provisions of clause 4.2 the Licensee, and as appropriate Authorised Persons, may make and supply a copy of part or the whole of any work within Licensed Material in an alternative manner or form that gives a Print Disabled Person access to the work including allowing for the Print Disabled Person to have access as feasibly and comfortably as a person without a visual impairment or any of the disabilities referred to in clause 10.3 (an "Accessible Format Copy") but must respect the integrity of the work and not include any changes to the work which are not necessary in order to make an Accessible Format Copy for the exclusive use of the Print Disabled Person for whom it is intended on, and subject to, the following conditions:

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

10.2.2 each Accessible Format Copy that exceeds the limits set out in clause 4.2 shall contain:

i) a statement that it is a copy of the original work made under a CLA Licence for the personal use of a Print Disabled Person and that it may not be further copied (including any electronic copying or transmission) or dealt with without permission or save as may be permitted by law; and

ii) the title, as well as the name of the author and publisher, of the original work and the published edition from which it is copied.

10.2.3 the Licensee may only charge for the supply of an Accessible Format Copy an amount which does not exceed the cost of making and supplying it;

10.2.4 that the Accessible Format Copy is only for the personal use of a Print Disabled Person (or a person acting on behalf of a Print Disabled Person) who is an Authorised Person; and

10.2.5 Accessible Format Copies may only be distributed in the United Kingdom except that Accessible Copies of works published within the United Kingdom may be distributed in any member state of the European Union and any other country that is a party to the Marrakesh Treaty 2013.

10.3 An Authorised Person is to be regarded as a "Print Disabled Person" for the purposes of this clause if he or she is a person who:

10.3.1 is blind;

10.3.2 has a visual impairment which cannot be improved so as to give that person visual function substantially equivalent to that of a person who has no such impairment;

10.3.3 has a perceptual or reading disability, including dyslexia, and is, as a result, unable to read printed works to substantially the same degree as a person without an impairment or disability;

10.3.4 is otherwise unable, due to physical disability, to hold or manipulate a book or to focus or move their eyes to the extent that would be normally acceptable for reading; or

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

10.4 This clause is without prejudice to and does not purport to prevent or restrict the doing of any act which by virtue of and in accordance with The Copyright, Designs and Patents Act 1988 ("the Act") would not infringe copyright.

11. Indemnity

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

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

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

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

11.2 In the case of any Qualifying Claim, CLA shall indemnify the Licensee in respect of all reasonable legal costs, expenses and damages awarded against or incurred by the Licensee including any ex gratia payments made with the prior written consent of CLA, provided that the Licensee has complied with the terms of this Licence and has given CLA notice of any Qualifying Claim within 10 working days.

11.3 The indemnity conferred by this clause shall not apply:

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

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

11.4 CLA shall take over responsibility for any negotiations for the settlement of any Qualifying Claim and if such Qualifying Claim cannot be resolved by negotiation CLA shall assume full responsibility for the conduct of the defence of such Qualifying Claim. The Licensee shall co-operate with CLA in this respect where reasonably requested by CLA to do so.

11.5 The Licensee shall ensure that no admission of liability, 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 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 directly 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, and shall be deemed to have been served on the second working day (which shall exclude weekend and English public holidays) following the date of posting.

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

14.3 The Licence shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising in relation to the Licence.

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

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