



Business Licence

Information Pack

Copy, Right



Information Pack

Please find enclosed our licence information pack in PDF for your convenience.

The pack contains information about us and our work as well as all the details you need to apply for a CLA Business Licence.

Simply click on the index to navigate the contents of the pack.

Index of information contained in this pack:

- [About CLA](#)
- [About the licence](#)
- [Rates](#)
- [Licence application](#)
- [Licence terms and conditions](#)

For further information or assistance call our licence helpline on 020 4512 0100.

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

About CLA

As a not-for-profit organisation, CLA is recognised by the UK government as the collective management organisation for published material. We exist to support knowledge sharing, protect your company, and champion the creative ecosystem.

Our revenue is distributed to our member organisations who pay royalties direct to copyright owners – authors, publishers and visual artists.

Over the past four decades, CLA has earned a reputation for excellence and innovation in rights and licensing, generating over **£1.5bn in collective licensing revenues that have been distributed to over 200,000 authors, publishers, and visual artists**. The work that CLA does is essential to the creative ecosystem.

CLA licences facilitate the efficient reuse of content by 12.7 million students and over 9.5 million employees in over 40,000 schools, universities and organisations across the UK. With over 40 international agreements, CLA provides lawful and simple access to over 17 million print and online publications.

CLA has adapted over time as technology and the needs of rightsholders and licensees have changed. CLA has developed digital tools such as Check Permissions and Digital Content Store to keep our licences and services relevant in a fast-changing environment while ensuring fair returns for copyright owners.

Serving content users

We offer a growing range of services to content users in the academic, professional and public sectors.

- Our blanket licences allow customers to copy and share extracts such as book chapters, journal articles and press cuttings without having to seek permission from copyright owners each time
- Our online Check Permissions tool enables customers to see if the title they want to copy is covered by their licence and depending on their sector, they can purchase additional permissions or order copies of copyright fee-paid documents
- Our digital tools and workflow solutions support the management and delivery of content to end users

Paying copyright owners

We are a not-for-profit so our revenue is paid out as royalties to copyright owners. We work with our customers to gather information about what is copied so we can pay the authors, visual artists and publishers whose work is used.

Royalty payments provide copyright owners with an income that helps them to continue to produce the quality content that customers want.

CLA has generated more than

£1.5bn

in licence revenues over 40 years, and distributed to over

200k

publishers and content creators, facilitating the reuse of content by

12.7m

students, and more than

9.5m

employees, in over

40k

UK schools, universities and organisations

Copy, Right

About the CLA Business Licence

You need a Business Copyright Licence if you represent a business or a charitable organisation, and you want to make copies of content protected by copyright. Making copies includes photocopying, scanning, emailing, cutting and pasting from any digital source.

The Licence Permits

- Photocopying
- Scanning
- Copying of digital content

What can I copy?

- Print and digital versions of books, magazines and journals
- Certain websites
- Articles or press cuttings supplied by licensed external suppliers

What can I use copies for?

- To share with colleagues at meetings or briefings
- To share media coverage within your organisation
- For prompting permitted Generative AI tools* subject to certain conditions and limitations, including on the use of outputs, as detailed in the licence terms
- For Health & Safety or Environmental Awareness
- For research and development
- For internal staff training
- For UK regulatory and patent submissions
- To post articles from selected publications on your company website

How much can be copied?

On each occasion you may copy a single chapter of a book, a single article from a periodical, or up to 5% of a publication, whichever is the greater. For digital publications such as websites that are not conventionally structured, you should ensure that copying is limited to small extracts that are equivalent to these limits.

Who can make and receive copies?

Any UK employee in your organisation, including individual consultants or agency workers, can make and receive copies. Any overseas employee in your organisation can receive digital copies for viewing only (unless your company holds a CLA Multinational Licence).

Excluded works

Please note that there are some individual titles, authors and categories of publications that are excluded from the Licence. You will need to contact the copyright owner directly for permission to copy these.

International publications

CLA has agreements with similar agencies in most major overseas territories enabling International publications and content to be copied under the CLA Licence. For full details of these overseas agencies and the countries that are covered please visit cla.co.uk

Check Permissions

The easiest way to check what can be copied is to use CLA's Check Permissions search tool at cla.co.uk

* The licence only covers the use of versions of Generative AI tools that do not use prompts for training or fine-tuning the underlying model. For more information, please refer to the licence terms.

Business Licence Rate Card

What is a Professional Employee?

The number of professional employees, on which the licence fee is based should include employees, contracted workers and consultants in the following categories based on the Standard Occupational Classifications published by the Office for National Statistics (ONS):

Group 1

Managers and Senior Officials

Group 2

Professional Occupations

Group 3

Associate Professional and Technical Occupations

Please go to:

cla.co.uk/ons-soc-guidance for further information on Standard Occupational Classifications (SOCs)

Indemnity for Past Copying

Fees for backdating your licence to cover past copying will be calculated at the rate applicable to the current year for each year that the licence is backdated.

For more information about the indemnity please see the licence terms and conditions.

Rates effective April 2026

Business Licence fees are charged according to the number of employees and your business SIC code. To find the applicable rate, follow 3 easy steps, then work out what you will pay with a simple calculation.

Step 1 – Check your employee numbers

Rates for Small Businesses with 1-50 employees

Businesses employing up to 50 employees are subject to CLA's small business fees, based on the total employees of the business.

The annual fee for businesses with 1-10 total employees is £190.13 + VAT

The annual fee for businesses with 11-50 total employees is £650.22 + VAT

Rates for Businesses with 51+ employees

Businesses employing 51+ employees are charged per professional employee according to the SIC codes of the main business activity, subject to a minimum annual charge of £650.22 + VAT.

If your business has 51+ professional employees, please follow Step 2 and Step 3.

Step 2 – Find your SIC Code

A Standard Industrial Classification code, (SIC code) describes the main business activity of a company and these are published on the website of Companies House.

Step 3 – Look up your rate

If you have 51+ employees and know your SIC code, please use the rate table below to identify your annual fee per professional employee:

SIC	SUBSECTOR	Annual fee per professional employee +VAT
01-03	Agriculture, Forestry and Fishing	£19.40
05-09	Mining and Quarrying	£38.60
10-12	Manufacture of Food, Drink and Tobacco	£57.77
13-15	Manufacture of Textiles, clothing and leather products	£38.60
16-17	Manufacture of wood, pulp and paper and paper products	£38.60
18	Printing and reproduction of recorded media	£38.60
19	Refined petroleum and coke	£57.77
20	Chemicals and chemical products	£57.77
21	Pharmaceutical	£66.41
22	Rubber and plastic products	£57.77
23	Manufacture of non-metallic mineral products	£38.60
24	Manufacture of basic-materials	£38.60

SIC	SUBSECTOR	Annual fee per professional employee +VAT
25	Manufacture of fabricated metal products	£38.60
26	Computer, electronic and optical products	£38.60
27	Manufacture of electrical equipment	£57.77
28	Manufacture of machinery and equipment	£38.60
29	Manufacture of motor vehicles	£57.77
30	Manufacture of other transport equipment	£19.40
31	Manufacture of furniture	£38.60
32	Other manufacturing	£38.60
33	Repair and installation of machinery and equipment	£57.77
35	Electricity, gas supply, steam supply	£57.77
36	Water Collection, treatment and supply	£57.77
37	Sewerage	£19.40
38	Waste activities	£19.40
39	Remediation activities	£19.40
41	Construction of buildings	£19.40
42	Civil Engineering	£19.40
43	Specialised construction activities	£38.60
45	Motor vehicles sale and repair	£19.40
46	Wholesale	£14.51
47	Retail	£14.51
49	Land transport	£19.40
50	Water transport	£19.40
51	Air transport	£19.40
52	Support activities for transportation	£19.40
53	Postal and courier activities	£57.77
55	Accommodation	£14.51
56	Bars and restaurants	£19.40
58	Publishing activities	£38.60
59	Motion picture, video, TV programme, sound	£28.84
60	Programming and broadcasting	£38.60
61	Telecommunications	£57.77
62	Computer programming, consultancy and related activities	£57.77
63	Information service activities	£38.60
64	Financial service activities	£37.27
65	Insurance, reinsurance and pensions	£37.27
66	Activities auxiliary to financial services and insurance activities	£37.27
68	Real estate activities	£19.40
69.1	Legal activities	£43.49

SIC	SUBSECTOR	Annual fee per professional employee +VAT
69.2	Accounting, bookkeeping and auditing	£37.27
70.1	Activities of head offices	£38.60
70.21	Public relations and communication	£28.84
70.22	Business and Management consultancy	£38.60
71	Architectural and engineering activities	£38.60
72	Scientific research and development	£57.77
73	Advertising and market research	£28.84
74.1	Specialised design	£38.60
74.2	Photographic activities	£38.60
74.3	Translation and interpretation	£38.60
74.9	Other professional, scientific and technical activities	£38.60
75	Veterinary Activities	£66.41
77	Rental and leasing activities	£19.40
78	Employment activities	£38.60
79	Travel agents	£19.40
80	Security and investigation activities	£38.60
81	Services to buildings and landscape activities	£19.40
82	Business support	£38.60
84	Defence	£57.77
85	Education	£19.40
86	Human Health	£66.41
87	Residential care activities	£22.33
88	Social work activities without accommodation	£22.33
90	Creative, arts and entertainment	£28.84
91	Libraries, archives, museums and other cultural activities	£28.84
92	Gambling and betting	£28.84
93	Sports, amusement and recreation activities	£28.84
94	Membership organisations	£19.40
95	Repair of computers and personal and Household goods.	£19.40
96	Other personal service activities	£19.40
97-98	Activities of Households	£19.40
99	Activities of Extraterritorial Organisations and Bodies	£19.40
N/A	Charity	£19.40

To work out how much you will pay, make a simple calculation based on the example:

If you are a Programming and broadcasting business (SIC 60) with 50 professional employees your fee is calculated as 50 x £38.60 (SIC 60 rate) = £1,930.00 + VAT.



Business Licence Application Form

Please detach, sign and return your licence application to:

New Licences

Email: licence@cla.co.uk

New licence enquiries:
020 4512 0100

The application form and notes should be read in conjunction with the CLA Business Licence 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):

No. of Professional Employees² Total no. of employees³

I hereby apply to CLA for a Licence to take effect from the first day of⁴

Indemnity for Past Copying⁵

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:

Main Business Activity⁶ _____

SIC Code⁷ _____

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

I certify that I have read and understood the Terms and Conditions of the CLA Business 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 _____

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. If you have less than 50 employees you qualify as a small business. Please see CLA Rate Card for the appropriate pricing.
4. The date on which you wish the Licence to commence should be entered here.
5. 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.
6. A description of your principal business activity should be entered here.
7. The 2-digit SIC code of your principal business activity should be entered here. For a list of SIC codes, please refer to the enclosed Rate Card.

Keeping in touch - Customer Contact

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

For more information please see our [Privacy Policy](#).

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

Please check this box if you would like to receive these updates:

You can [view or change your preferences, or unsubscribe](#) at any time



Business Licence Terms and Conditions

Introduction

This Licence records the terms on which CLA grants a licence to businesses 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.

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;

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:

- iii) 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; and
- iv) information as periodically amended by CLA, any such amendment taking effect on the next Quarter Day after such amendment is first posted;

Commencement Date:

the date entered on the Licence application form for the Licence to take effect or the date from which an indemnity is sought (if an earlier date);

Copyright Notice:

a statement in the following, or substantially similar, terms: "This document has been supplied under a CLA Licence. It is protected by copyright and, save as may be permitted by law, it may not be further copied, stored or on-copied electronically, even for internal purposes, without the prior permission of the Rightsholder or under the terms of a CLA Licence";

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Digital Material:

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

Excluded Material:

those categories of work and individual works identified in the list of Excluded Categories and Works as shown on CLA's website or other electronic means controlled by CLA and which may be amended periodically by CLA. For the avoidance of doubt, categories of work or individual works may be excluded from Material Licensed For Photocopying, from Material Licensed For Scanning 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. 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 businesses 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. 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 whose Professional Employees have been included in the calculation of the Licence 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;

Material Licensed For Photocopying:

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

Material Licensed For Scanning:

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

Material Licensed For Workplace GAI Activities:

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

Output:

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

Paper Copies:

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

Participating Digital Material Publisher:

a Rightsholder who has confirmed to CLA that it is willing to permit the use under the Licence of electronic publications in which it owns or controls the copyright and who has not withdrawn such permission as identified on CLA's website or other electronic means controlled by CLA;

Participating US Publisher:

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

Permitted GAI Tool:

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

Photocopying Mandate Territories:

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

Prescribed Rate:

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

Professional Employee:

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

Prompt:

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

Quarter Day:

1st January, 1st April, 1st July or 1st October;

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:

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;

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 Authorised Persons;
- 2.1.2** scan, or permit the scanning of, Material Licensed For Scanning to produce Digital Copies provided that, subject to clause 6, the Licensee shall use reasonable endeavours to identify whether it subscribes to a digital version of the work in question and, if so, to use that digital version instead of creating a Digital Copy by scanning;
- 2.1.3** make available, or permit the making available of, Digital Copies, in both cases either: (i) solely within the Licensee's Secure Network; or (ii) only to the extent permitted in accordance with the limitations of clause 5.3, on the Licensee Website. This includes, for the avoidance of doubt, the indexing, searching, opening, viewing, printing and presentation or display in electronic form of Digital Copies as is reasonably necessary for the ordinary use and operation of the Licensee's Secure Network and the Licensee Website respectively, but not any storage beyond that permitted by clause 7;
- 2.1.4** make copies of Paper Copies;

- 2.1.5** supply Licensed Copies to any regulatory authority 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:
 - 2.1.5.1** contain a Copyright Notice; and
 - 2.1.5.2** 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:
- 2.1.6** 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 clauses 2.1.3 (ii) and 2.1.5) must be exercised:
 - 2.2.1** for the Licensee's internal information purposes only (but without prejudice to clauses 2.1.3 (ii) and 2.1.5);
 - 2.2.2** within the United Kingdom only, provided that any Authorised Person located outside of the United Kingdom and 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
 - 2.2.3** 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 Licence.
- 3.5** The Licensee shall, at least 30 days prior to each anniversary of the Commencement Date, notify CLA of any material change (whether an increase or a decrease) in the number of its Professional Employees. The Licensee shall provide CLA with all information reasonably required to determine the accuracy of any such number as is notified by the Licensee. In default of agreement between the parties the matter may be referred to mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure.

4. Conditions applying to creation and use of licensed copies

- 4.1** With the exception of any part of Website Material that is 'free to view' the Licensee must own, or have subscribed to, an original, or a copy on which it has paid a copyright fee (which shall include material supplied in either hardcopy 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, one whole article; or
 - 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.

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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

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

9. Other obligations

- 9.1** The Licensee shall:
- 9.1.1** notify Authorised Persons of, and ensure their compliance with, the provisions of the Licence;
 - 9.1.2** use reasonable endeavours to display adjacent to every copying machine used to make Paper Copies, and every scanner used to produce Digital Copies, any Licensee support material which CLA may periodically supply, or make available on CLA's website, to the Licensee.
- 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:
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- 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 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 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.

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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.

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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.

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