

Draft Repertoire Exchange Agreement

THIS AGREEMENT is made the [date]

BETWEEN

(1) **The Copyright Licensing Agency Ltd, England (“CLA”)**

AND

(2) **[RRO B], [Address]**

RECITALS

A. CLA and [RRO B] are Reproduction Rights Organisations as defined in Article 3 of the Statutes of the International Federation of Reproduction Rights Organisations (IFRRO) and are members of that organisation.

B. CLA and [RRO B] entered into a bilateral reprographic rights and fee exchange agreement dated [xxx] appointing each other as non-exclusive agents to license reprographic rights and to collect and transfer fees due to the rightsholders of each party.

C. CLA through its principals/member organisations represents the reproduction rights, including photocopying, scanning, and the rights to re-use digital material, of individual rightsholders resident in or citizens of or incorporated in the United Kingdom and collects fees, negotiates licensing terms and/or grants licences for such rights in works and publications in which copyright subsists in that territory.

D. [RRO B] through its principals/member organisations represents the reproduction rights, including photocopying, scanning and the rights to re-use digital material, of rightsholders resident in or citizens of or incorporated in [Territory B] and collects fees, negotiates licensing terms and/or grants licences for such rights in works and publications in which copyright subsists in that territory.

E. CLA and [RRO B] wish to appoint each other as non-exclusive agents to license such rights and to collect and transfer fees due to the rightsholders of each party.

F. CLA and [RRO B] support the principle of National Treatment whereby each party treats the rightsholders of the other party the same manner as it treats its own rightsholders. CLA and [RRO B] also support the principles enshrined in the Repertoire Exchange Mandate issued by IFRRO.

G. The systems and legal structures employed by CLA and [RRO B] in the collective administration of such rights vary. These variations present practical difficulties and therefore CLA and [RRO B] have entered this Agreement in a spirit of co- operation and goodwill and in the interests of securing and maintaining strong and effective copyright laws of benefit to all rightsholders.

1. DEFINITIONS

The following words and phrases shall have the meaning set out opposite them:

“Agreement”: this agreement;

“CLA’s website”: www.cla.co.uk or such other site as may be notified to [RRO B]. A reference to a list or other information on CLA’s website shall include both any such list or information which is stated to be of general application to all CLA licences and any stated to apply specifically to CLA licences;

“Confidential Information”: the information of each RRO listed in Schedule A or B as appropriate;

“Digital Copies”: as specified in the description of “Digital Copies” for each RRO in either Schedule A or B (as appropriate);

“Digital Use”: the making available by Licensees of Digital Copies by way of transmission or communication to (by way of example only and not by way of limitation) staff, students, employees and customers in the manner specified in the description of “Digital Use” for each RRO in either Schedule A or B (as appropriate and use by each RRO for its business functions);

“Licensees”: for each RRO, the individuals or organisations which are licensed or authorised within the categories specified in either Schedule A or B as appropriate, or which may become licensed within such categories;

“Licensed Rights”: the rights granted by each RRO to the other under clause 2;

“Paper Copies”: as specified in the description of “Paper Copies” for each RRO in either Schedule A or B (as appropriate);

“RRO”: either CLA or [RRO B] as appropriate;

“REM Principles”: the IFRRO principles for the Repertoire Exchange Mandate;

“Rightsholder”: the persons owning or controlling the copyright in published works and “CLA’s Rightsholders” and “[RRO B]’s Rightsholders” (and related expressions such as “its Rightsholders” or “other’s Rightsholders” shall mean the Rightsholders domiciled in CLA’s Territory or in [RRO B]’s Territory as appropriate, except that this term shall not include (i) any rightsholders represented by virtue only of agreements that the RRO holds with other Reproduction Rights Organisations elsewhere in the world and who are not party to this Agreement, or (ii) any rightsholder who may be domiciled in the Territory of the RRO but who has given a direct authority to the other RRO;

“Territory”: for each RRO the territory specified in Schedules A or B as appropriate; and

“Works”: for each RRO the works published in its Territory in which copyright subsists described, listed or referred to in Schedules A or B as appropriate. The description or listing of Works that may be licensed under this Agreement may vary for the purpose of differentiating between Paper Copies, Digital Copies and Digital Use permitted by this Agreement.

2. LICENCE/AUTHORITY TO COLLECT

2.1 On behalf of its Rightsholders, CLA hereby grants to [RRO B] the non-exclusive right to:

2.1.1 enter into licensing agreements with; and

2.1.2 to collect fees from

Licensees for the making of Paper Copies and of Digital Copies and for Digital Use in [RRO B]'s Territory.

2.2 On behalf of its Rightsholders, [RRO B] hereby grants to CLA the non-exclusive right to:

2.2.1 enter into licensing agreements with; and

2.2.2 to collect fees from

Licensees for the making of Paper Copies and of Digital Copies and Digital Use in CLA's Territory.

2.3 The grant of non-exclusive rights in clause 2.1 by CLA shall be subject to the terms, conditions and limitations (if any) set out in Schedule A and the grant of non-exclusive rights in clause 2.2 by [RRO B] shall be subject to the terms, conditions and limitations (if any) set out in Schedule B. Either RRO may alter the terms, conditions and limitations (if any) of its grant by notifying the other RRO of any changes to its Schedule on 3 months written notice.

2.4 If either RRO fails to use the rights granted by this Agreement, then the other RRO may, by twelve months' notice in writing, withdraw those rights from the operation of this Agreement.

2.5 Any limitations in the grant of rights in this clause shall not restrict either RRO from licensing more widely in accordance with its normal licensing in its own Territory and any such licensing beyond the terms of such grant of rights shall not be deemed to be a breach of this Agreement. Such licensing shall be undertaken by the RRO in question at its own risk and the indemnity provisions of clause 5 shall not apply to such licensing.

3. EXERCISE OF RIGHTS

- 3.1 In consideration of the above grant, each RRO hereby undertakes within the limits of the grant of Licensed Rights from the other RRO and of its own articles of association or rules and of the governing law of its Territory to:
- 3.1.1 exercise the Licensed Rights of the other RRO's Rightsholders in the same ways and to the same extent as it exercises the same rights of its Rightsholders;
 - 3.1.2 apply to the Licensed Rights of the other RRO's Rightsholders the same tariffs, methods and means of collection and allocation of fees (and data relating thereto) as those applied to the same rights of its Rightsholders providing it does not contravene any governing law;
 - 3.1.3 make available for exploitation, and to use all reasonable endeavours to exploit the Licensed Rights granted by this Agreement in accordance with its normal procedures and sound commercial practice;
 - 3.1.4 use all reasonable endeavours to collect fees from Licensees at regular intervals;
 - 3.1.5 use all reasonable endeavours to promote public awareness of the need, where appropriate, to obtain licences for the exercise of Licensed Rights; and
 - 3.1.6 co-operate with the other RRO in co-ordinating efforts to raise the level, and to increase the effectiveness, of copyright protection in their respective Territories.

4. NO ASSIGNMENT

No assignment or transfer of all or any part of the Licensed Rights granted to one RRO under this Agreement is permitted without the express written authorisation of the other RRO.

5. WARRANTY AND INDEMNITY

- 5.1 Each RRO warrants and represents to the other RRO that it has the full right and power to enter into this Agreement and to grant to the other RRO the Licensed Rights.
- 5.2 CLA indemnifies and agrees to keep indemnified [RRO B] against all actions, judgements, costs and reasonable expenses (legal and otherwise) which may arise as a consequence of or arise out of any CLA Rightsholder taking action, proceeding or making demand against [RRO B] for the payment of compensation for the exercise of the Licensed Rights by [RRO B] as authorised by this Agreement and not, for the avoidance of doubt, for licensing activity of [RRO B] pursuant to any statutory licence or permission or any exception to copyright contained in the legislation of [RRO B's Territory].
- 5.3 [RRO B] indemnifies and agrees to keep indemnified CLA against all actions, judgements, costs and reasonable expenses (legal and otherwise) which may arise as a consequence of or arise out of any [RRO B] Rightsholder taking action, proceeding or making demand against CLA for the payment of compensation for the exercise of the Licensed Rights by CLA as authorised by this Agreement and not, for the avoidance of doubt, for any licensing activity of CLA pursuant to any statutory licence or permission or any exception to copyright contained in the legislation of CLA's Territory.
- 5.4 This Agreement does not purport to relieve either RRO of any obligation under the law of their respective Territories to meet claims for compensation from Rightsholders whose Works have been subject to the exercise of Licensed Rights, whether or not the individual Rightsholder is a member or affiliate of the other RRO (or of its principals/member organisations). CLA or [RRO B] (as appropriate) will provide all relevant information to the other and will consult with the other on the conduct of any litigation and shall obtain the other's prior consent to any settlement to be made with any such Rightsholder.
- 5.5 Subject to clause 5.4, whenever any claim for compensation is made by a Rightsholder for the exercise of Licensed Rights by a Licensee for which one RRO receives a transfer of fees from the other and which CLA or [RRO B] (as appropriate) is obliged to meet, any money paid on such claim (including all reasonable legal and other reasonable costs connected therewith) and any such amounts paid pursuant to any agreed settlement may be set off against the next transfer of fees from [RRO B] or CLA (as appropriate) to the

other. Complete information as to the payment made as well as costs shall also be provided.

- 5.6 Clause 5.5 shall also apply when either RRO is obliged on the basis of a licensing agreement to meet a claim for redress from a Licensee who is required to pay compensation to a Rightsholder of the other RRO and each RRO acknowledges that the other may include such provisions in its agreements with Licensees.
- 5.7 The duties to indemnify under this clause 5 shall be limited to the amount due to and actually received by the indemnifying RRO in respect of the particular Rightsholder claiming against the indemnified RRO or against the Licensee of the indemnified RRO (as appropriate).

6. COVENANTS AND UNDERTAKINGS

During the term of this Agreement each RRO covenants and agrees with the other but subject always to the confidentiality restrictions contained in clause 11 to:

- 6.1 supply the other RRO with copies of its statutes, by-laws, contractual forms or other documents setting out the conditions under which it represents its Rightsholders;
- 6.2 to provide the other RRO with such information as may be reasonable as to the methods of licensing, licensing agreements and the statistical investigation of the exercise of Licensed Rights which the RRO undertakes and to notify periodically the other RRO in writing from time to time of any changes in its mandate from its Rightsholders which has bearing on the administration of this Agreement and which would affect the grant of Licensed Rights by it under clause 2 and Schedule A or B (as appropriate);
- 6.3 advise the other RRO of changes to any governing law or other circumstances in its Territory which may be relevant to the administration of this Agreement and in the event of any relevant changes to governing law, to co-operate with the other RRO in amending this Agreement to accommodate those changes;
- 6.4 allow the other RRO to consult its records of the collection and allocation of the fees but only in so far as may be necessary to monitor the implementation of this Agreement; and

- 6.5 use all reasonable efforts, wherever practicable, to observe the principles and comply with the guidelines of the REM Principles.

7. MEMBERS

Each RRO agrees that:

- 7.1 its Rightsholders will be represented by the other RRO for the purpose of this Agreement without any formalities or authorisations being required from members or affiliates;
- 7.2 any dispute between the parties to this Agreement in relation to the representation of a rightsholder by either RRO shall be settled in a spirit of compromise and in the best interests of the rightsholder concerned.

8. FEES

Each RRO agrees and acknowledges that:

- 8.1 in accordance with the principles of National Treatment, the fees collected in respect of the Licensed Rights shall be determined and allocated to Rightsholders in accordance with the system used and applied by the RRO in collecting the fees on behalf of its Rightsholders; and
- 8.2 transfers to the other RRO may be allocated and distributed by that other RRO in accordance with the principles and systems which that other RRO applies in the allocation and distribution of fees it has collected directly itself.

9. ACCOUNTS

- 9.1 Each RRO shall transfer the fees for the Licensed Rights due to the other RRO each year at the times and in the currency nominated in Schedules A and B. Fees are considered due when they have been collected and allocated to the Rightsholders represented by the receiving RRO. Such allocation shall take place within a reasonable time and within the terms set out in Schedules A and B respectively. When remitting the payment, the transferring RRO shall submit a statement to the receiving RRO which includes:

- 9.1.1 a summary of the fees collected by the transferring RRO on behalf of the other RRO's Rightsholders since the previous allocation of fees, and the period and, where known, the sector to which payment relates;
 - 9.1.2 all information in the possession of the transferring RRO which will enable the receiving RRO to distribute the fees to its Rightsholders, including but not limited to the information specified in Schedules A and B of this Agreement; and
 - 9.1.3 a statement of such amounts, if any, as each transferring RRO is required by law to deduct in respect of taxation, such as, but not limited to, withholding tax, and of the amounts deducted for administration [and other] [Note: only if "other" purposes are specified in clause 10] purposes in accordance with clause 10.
- 9.2 Each RRO hereby undertakes to make any necessary application to the taxation authorities in the Territory of the transferring RRO for consent to receive all payments of fees under this Agreement gross and without deduction of tax in that Territory and the transferring RRO undertakes to provide the receiving RRO with all necessary information and assistance in connection with such application.

10. DEDUCTION OF ADMINISTRATIVE EXPENSES AND OTHER DEDUCTIONS

- 10.1 Each RRO shall be entitled to deduct from the fees it collects on behalf of the other RRO an amount necessary to cover its effective administration expenses in accordance with the principles of National Treatment. The amount shall not exceed in percentage terms that which is deducted for this purpose from fees collected by that RRO for its Rightsholders. Each RRO shall always endeavour in this respect to keep such deductions within reasonable limits having regard to local conditions within its Territory.
- [10.2 Any other deductions will be agreed upon between the parties and specified in Schedules A or B as applicable.] [Note: only if appropriate]

11. CONFIDENTIALITY

- 11.1 Each RRO shall keep the Confidential Information (and any other information of a confidential nature) given to it by the other RRO confidential.

- 11.2 Neither RRO shall disclose beyond its organisation (unless required by court action or governmental action or unless the information is, or becomes, part of the public domain through no fault of either RRO) information thus obtained as to the exercise of Licensed Rights in the other RRO's Territory, except that either RRO may disclose such information to its principals/member organisations, but only on a similar basis of confidentiality.
- 11.3 Neither RRO shall divulge information from which the exercise of Licensed Rights by a specific user may be identified.

12. DISPUTE SETTLING MECHANISM

- 12.1 Each RRO has entered into this Agreement in good faith and in the spirit of co-operation and will use all reasonable endeavours to resolve by conciliation or mediation any disputes that may arise in relation to the interpretation of this Agreement. Any dispute as to the interpretation or application of this Agreement not thus settled shall be resolved by arbitration. The arbitration tribunal shall apply the law of the Territory in which the particular exercise of Licensed Rights which has occasioned the dispute took, or will take, place. If the dispute is independent of a particular act of Licensed Rights as mentioned, it shall be subject to the law of the Territory of the RRO against whom the claim giving rise to the dispute is directed. The arbitration shall take place in the Territory of the law which is to be applied. The arbitration tribunal shall be composed in accordance with the rules applying in that Territory and the arbitration shall be conducted in accordance with the law and custom of that Territory, except that no appeal shall lie against the decision of the tribunal on the grounds of fact.
- 12.2 When according to the above a dispute or several disputes which are dealt with simultaneously, would involve arbitration in both Territories, the arbitration shall take place in the Territory of the RRO against whom the original claim which gave rise to the dispute, is directed, and the composition of the arbitration tribunal and the procedure shall be according to the rules applied in that Territory, except that no appeal shall lie against the decision of the tribunal on the grounds of fact.
- 12.3 The member or members of the tribunal shall be knowledgeable in relevant copyright matters.

13. TERM

- 13.1 This Agreement shall take effect [on signature].
- 13.2 This Agreement shall continue until terminated by either RRO by six (6) months written notice served at any time. This Agreement may be terminated in its entirety or separately with respect to Licensed Rights for the making of Paper Copies or Digital Copies or for Digital Use.
- 13.3 Notwithstanding termination of this Agreement, any licence with Licensees shall include the Licensed Rights for the entire period of such licence or three years from the date of expiry of this Agreement, whichever period is the shorter. The obligations of the parties under this Agreement shall continue in respect of such licences.

14. NOTICES

Notices under this Agreement shall be in writing and shall be sufficiently served if sent prepaid by recorded delivery or by facsimile transmission to the address specified below or to such other address as may be notified by each RRO from time to time. Any notice sent prepaid by recorded delivery shall be deemed served on the commencement of business on the tenth business day next following the sending of the Notice.

Address of CLA

Barnard's Inn, 86 Fetter Lane, London EC4A 1EN, England

Address of [RRO B]

[Address]

15. TERMINATION OF PREVIOUS AGREEMENTS

This Agreement replaces the existing bilateral reprographic rights and fee exchange agreement dated [xxx] ("the [xxx] agreement") which shall be of no future force and effect, but without prejudice to any rights or obligations existing and accrued due whether in terms of licence fees collected and payable or to be collected and payable and in terms of licences already granted pursuant to the [xxx] agreement.

16. WHOLE AGREEMENT

This Agreement and the Schedules hereto embody all the terms agreed between the parties relating to the grant of Licensed Rights. Subject to clauses 2.3 and 6.2, the terms and conditions of this Agreement may only be varied by documents in writing, in terms agreed between the parties and any such documents shall be signed by both parties hereto.

SCHEDULE A – CLA

1. Works

Paper Copies:

Literary, artistic and dramatic works controlled or represented by CLA's members subject to the following exceptions:

- (i) printed music (including the words);
- (ii) maps, charts;
- (iii) newspapers;
- (iv) any work on which the copyright owner has expressly and prominently stipulated that it may not be copied under a CLA Licence;
- (v) any work identified on the List of Excluded Categories and Works as identified on CLA's website, or any other electronic means controlled by or on behalf of CLA and as amended periodically by CLA.

Digital Copies and Digital Use:

- (i) for Digital Copies made by scanning: as for Paper Copies (and subject to any further exclusions of individual works as identified on CLA's website, or any other electronic means controlled by or on behalf of CLA);
- (ii) for Digital Copies made in the course of, or as a result of, the access or Digital Use of those works distributed in electronic form being literary, artistic and dramatic works controlled or represented by CLA's members as identified on CLA's website or any other electronic means controlled by or on behalf of CLA.

2. Licence Limits

- (i) No more than the greater of either 5% of any Work or:

- a) in the case of a book, 1 chapter;
- b) in the case of a periodical publication, 1 whole article;
- c) in the case of a law report, the entire report of a single case;

may be copied.

- (ii) Except in the case of Higher Education Institutions where no more than the greater of either 10% of any work or:

- a) in the case of a book, 1 chapter;
- b) in the case of a periodical publication, 1 whole article;
- c) in the case of a law report, the entire report of a single case;

may be copied.

3. Licensed Rights

When used in reference to CLA licensing its Licensees to make Paper Copies or Digital Copies or to make Digital Use of Works or to the grant of Licensed Rights to [RRO B]:

“Paper Copies” means reproduction in hardcopy form, for example by photocopy, facsimile transmission, rekeying and the making of overhead transparencies, (but not the making of slides);

“Digital Copies” means digital reproduction by either (i) electronic copies of extracts from Works made by scanning from original printed copy Works in the form either of digital bitmap copies or made by other processes including those processes involving optical character recognition, or (ii) electronic copies made in the course of, or as a result of, the access or use of those Works distributed in electronic form; and which in both cases are direct unaltered copies of the Work;

“Digital Use” means

- (a) accessing, displaying, uploading and downloading a Digital Copy to and from a licensee controlled secure network (which may include intranet sites, password protected sites such as course or learning management systems, extranets and electronic reserves);
- (b) saving, storing and caching a Digital Copy on a licensee controlled secure network or disk; and
- (c) distributing and transmitting (including by email) a Digital Copy between the secure networks of licensees and externally to customers of the licensees which may include document delivery suppliers and press cuttings services, in accordance with a CLA licence permitting the same.

For clarity, the above digital grants do not extend to the use of Digital Copies on publicly accessible websites.,

The Licensed Rights do not, for the avoidance of doubt, include other copyright rights such as the Publication Right under UK law, the making of a sound recording, translation or adaptation.

4.1 CLA Licensees

CLA's Licensees include education establishments such as higher education institutes, colleges of further education and schools (both in the state and independent sector), language schools, public bodies and government departments (including central government and local authorities), corporate and other commercial organisations (including firms of professional advisers), press clipping agencies, document supply services, charitable organisations and churches.

4.2 Repertoire

CLA Licences operate on an "opt-out" basis. All UK published works, and works published in countries where CLA has signed a Repertoire Exchange Agreement with the relevant RRO, are included for photocopying and scanning, unless they are specifically excluded. For Digital Use, only these Works opted-in as identified on CLA's website, or other electronic means controlled by or on behalf of CLA, are included. Requests may be made to exclude titles (either individually or for all the works of a given Rightsholder) and these works are then added to the CLA Excluded Works List. Details of how to do this will be sent to [RRO B] on request.

4.3 CLA Business and Public Administration Licences

These licences allow Digital Copies to be stored on a Secure Network, but prohibit systematic storage by the Licensee for the purpose of creating a digital library or similar. On the termination of the licence, all Digital Copies must be deleted (save for any retention of which is required by law).

These licences generally prevent any transmission of Digital Copies outside the Licensee's organisation and copies are not to be sold, rented or loaned, but can only be used for the Licensee's own internal information purposes.

In common with all CLA licences, a key principle is that the use of licensed copies must not substitute for the purchase of original works and before making Digital Copies Licensees must use reasonable endeavours to identify whether it subscribes to a digital version of the work and if so to use that digital version instead of scanning.

CLA has negotiated some enhanced licences with specific sub-sectors, generally at a premium fee rate, allowing some external delivery under tightly controlled conditions. This may, for instance, allow law firms to deliver copies to clients in connection with a matter or transaction on which they are advising or to other professionals (such as barristers/accountants involved in the matter) or to Court officials. Similarly other licence sectors have permission to deliver copies to patients or their carers or as part of regulatory submissions. All these permissions prohibit any on-copying of the copy delivered or any electronic storage or further electronic transmission whether within the recipient's organisation or beyond that to other organisations unless and to the extent covered by another CLA licence or other copyright permission.

4.4 CLA's Education Licences

All educational licences permit scanning, re-use of digital material and the copying of opted-in websites. The universities licence requires a work to be scanned for an identified course of study and to be placed in the course repository which, while it may be accessed by students throughout the university, can only be downloaded by identified students on that course of study. Those students may keep a personal copy (and they could be overseas students in receipt of distance learning), but no authorisation is given for any further copying by the student who must comply with the copyright laws of their territory.

Digital copies are to be removed from the course collection if an identical course of study is not likely to be repeated and course collections are checked at least annually to ensure that content remains within the licence repertoire.

4.5 CLA's Digital Content Store (DCS)

CLA offers a centralised, secure, CLA operated content store for Higher Education Institutions to store Digital Copies created under the licence, rather than on individual institutions' own repositories. The DCS is also a workflow tool that manages the process of licence checks and the creation of content under the licence. The basic DCS platform is included in the CLA annual licence fee and removes the need for annual census reporting and the need to recheck course collections annually. The DCS is optional for Higher Education Institutions.

4.6 Document Supply Licences

These licences specifically allow the supply of copies on a commercial basis, to third parties, both in the UK and overseas. These are on a transactional basis with full reporting. Copy documents must be charged at prices which (net of any commission or administration charge) are either at a rate set by the Rightsholder or, in the absence of such a rate, at a CLA default rate. Details of prices set will be made available to [RRO B] on request should it wish to authorise its Licensees to supply copies of Works published by CLA's Rightsholders. Each transaction is limited to 1 article in a periodical

or 1 book chapter (or 5% if greater) but there is no limit on the number of transactions that a customer may undertake provided the copyright fee is paid in each case.

Document supply licensees are authorised to deliver on a worldwide basis and the methods of delivery include Secure Electronic Delivery (“SED”). This authorises a digital copy of a paper original to be made by scanning purely for the purposes of electronic delivery to the customer. Digital Rights Management controls are applied which ensure that the recipient may open, view and print out the electronically delivered document once only following which the electronic copy is destroyed so that the end user customer retains only a paper and not an electronic copy. SED is simply a mode of delivery and not a service providing a Digital Copy. The requirement to apply DRM to SED may be waived where the document supply licensee enters into a separate agreement with CLA under which they commit to ensure that their customers hold a current CLA blanket licence.

Rightsholders can choose to opt out of these licences, either for individual titles or for all their works, as well as to set prices for copies of their works. Details of how to opt out from CLA Document Supply licences will be made available on request to [RRO B] should it wish to exercise on behalf of its Rightsholder the right to set prices or to opt-out their works. Details of those CLA Rightsholders who have opted out (and/or details of individual works opted out) are available via CLA’s website.

4.7 Media Monitoring Licences

These licences permit delivery by Media Monitoring (press cuttings) organisations, on a commercial basis, extracts (within normal licence limits) from magazines, journals and other periodicals (but not newspapers) to their customers. Cuttings may be delivered electronically but the licence permits the customer to open, view and print out once only, although no DRM controls are applied. Rightsholders can also choose to opt out of these licences, either for individual titles or for all of their works.

Both Document Supply and Media Monitoring licences prohibit any on-copying, rescanning or electronic storage or transmission without a CLA licence or direct permission from the rightsholder.

5. Territory

For CLA, Territory means the United Kingdom.

6. Payments

CLA's payments will take place twice a year, normally in June and December.

7. Currency

CLA will transfer fees to [RRO B] in GB Pounds.

8. Deductions

- CLA reserves the right to retain a reciprocal allocation deduction from payments made to it by [RRO B] up to, but not exceeding the amount [RRO B] retains from CLA payments for non administrative purposes such as social and cultural deductions, provided that: in making its deduction CLA shall not, in accordance with the principles of national treatment, treat [RRO B] in any worse manner than any other RRO that makes such deductions;
- each party will advise the other annually of the quantum of the allocation and an overview of the purposes to which the deductions have been applied.

9. Information to be Supplied by CLA

CLA will give [RRO B] the following information about the Works reproduced when transferring fees:

ISSNs/ISBNs

Titles

Amount

Type of Use

This information will be supplied by CLA in accordance with its data collection systems (which includes a mixture of full reporting, sampling and research questionnaires).

10. Confidential Information

Documents remaining confidential to CLA:

- Information relating to CLA's Licensees;
- All survey and other information relating to the copying activities of CLA's Licensees;
- All financial information relating to payments made to or made by CLA.

SCHEDULE B - [RRO B]

1. Works

For Paper Copies:

For Digital Copies:

2. Licence Limits

3. Licensed Rights

When used in reference to [RRO B] licensing its Licensees to make Paper Copies or Digital Copies or to make Digital Use of Works or to the grant of Licensed Rights to CLA:

“Paper Copies” means [tbc]; and

“Digital Copies” means [tbc]; and

“Digital Use” means [tbc]

4. Licensees

5. Territory

6. Payments

7. Currency

8. Other Deductions

[tbc]

9. Information to be Supplied by [RRO B]

For Paper Copies:

For Digital Copies:

10. Confidential Information

- **Documents remaining confidential to [RRO B]:**

EXECUTED IN TWO PARTS AS AN AGREEMENT

.....
Signature of authorised person
(print)

.....
Name of authorised person

Signed for and on behalf of CLA
in the presence of:

.....
Signature of witness

.....
Name of witness (print)

.....
Signature of authorised person
(print)

.....
Name of authorised person

Signed for and on behalf of [RRO B]
in the presence of:

.....
Signature of witness

.....
Name of witness (print)