

NLA MEDIA ACCESS MANDATE TO LICENSE USE OF CUTTINGS

THIS MANDATE is made on

BETWEEN:

- (1) **NLA MEDIA ACCESS LIMITED**, whose registered office is at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent TN1 1HJ ("**NLA**") (company number 03003569); and
- (2) **[NAME OF PUBLISHER]**, whose registered office is at [] (company number []) ("**the Licensor**").

1. LICENCE OPTIONS SELECTED

- 1.1 This Mandate sets out the terms and conditions upon which the Licensor gives NLA a Mandate to license the use of the Works.
- 1.2 On the Commencement Date, all previous agreements between NLA and the Licensor (or any Group Company) relating to the licensing or assignment of rights in the content of any of the Print Publication(s), the Website(s) and/or the Newswire Service(s) shall be deemed to have terminated.
- 1.3 The Licensor grants NLA the rights to grant the following licences to the extent that they are ticked below as being applicable:

<input type="checkbox"/>	Paper Licence and Electronic Licence – Print Publication(s) and/or Newswire Service(s) (as particularised in Schedule 1)
<input type="checkbox"/>	Database Licence, - Print Publication(s) (as particularised in Schedule 2)
<input type="checkbox"/>	Paper Licence and Electronic Licence – Website(s) (as particularised in Schedule 3)
<input type="checkbox"/>	Web Data Management and Distribution Licence – Website(s) (as particularised in Schedule 4)
<input type="checkbox"/>	Web Database Licence, - Website(s) (as particularised in Schedule 5)
<input type="checkbox"/>	eClips Web Specialist Licence (as particularised in Schedule 6)
<input type="checkbox"/>	Licence for External Websites and Intranets (as particularised in Schedule 7)

2. DEFINITIONS

In this Mandate and the Schedules (unless the context otherwise requires), the following words and expressions shall have the following meanings:

"the Act" means the Copyright, Designs and Patents Act 1988, as amended from time to time;

"Automatic Summary" means a summary of a Work in the NLA Databases which has been automatically generated by the NLA Databases;

"the Commencement Date" means ● ;

"Copy" means a copy of a Work produced by printing, photocopying, scanning or hard-copy fax;

"Copyshop"	means a business which provides copying services for third parties. For the avoidance of doubt, entities which are MMOs or PRCs are not Copyshops;
"the Database"	means NLA's electronic database of Print Publication Works received from the Licensor and of works from Other Publishers;
"the Database Fee"	means, for each Database-Nominated Print Publication: (i) the annual amount set out in the right-hand column of the table in Appendix 2 to Schedule 2 of this Mandate; or (ii) such other amount as NLA shall notify to the Licensor pursuant to sub-paragraph 2.2 of Schedule 2 to this Mandate;
"the Database-Nominated Print Publication(s)"	means any and all Print Publication(s) set out in Appendix 2 to Schedule 2 to this Mandate, as amended from time to time pursuant to sub-paragraph 5.1.4 of Schedule 2;
"the Distribution Scheme"	means NLA's "Distribution Scheme for Special Contributors" the rules for which are set out in Annex E as may be amended by NLA from time to time in accordance with the terms of this Mandate;
"the eCWS Database-Nominated Website(s)"	means any and all Website(s) set out in Appendix 2 to Schedule 6 to this Mandate, as amended from time to time pursuant to sub-paragraph 5.1.5 of Schedule 6;
"eClips Web Specialist Repertoire"	means the websites classified as "Specialist Websites" as set out in the "eClips Web Content List" a copy of which can be found at http://blog.nla-eclips.com/ecwdocs/ ;
"eClips Web Specialist Service Subscription Fees"	means the subscription fees to be paid to NLA by MMOs to access the Website Works in the eClips Web Specialist Repertoire;
"End User"	means an entity other than a MMO which requires or has a licence from NLA;
"Enforcement Action"	means activities undertaken in pursuit of a method of dispute resolution (including without limitation civil or criminal proceedings or arbitration, whether for copyright and/or database right infringement and/or any other cause of action), or preparatory or otherwise linked to such pursuit: (i) by NLA, for the purposes of enforcing or exercising its rights and/or fulfilling its obligations under this Mandate or the Act; and/ or (ii) by the Licensor, for the purposes of enforcing or exercising the rights licensed to NLA under this Mandate;
"Evaluation Service"	means providing charts and graphs to a client (or member, in the case of trade or professional associations), showing trends across a number of articles, as assessed on a positive/neutral/negative scale; and which does not involve delivery to the client (or member) of any Copy;
"Foreign Monies"	means monies collected by RROs;
"Group Company"	means a current subsidiary or parent company of the Licensor;
"Image Scanning"	means digital scanning to produce a "read-only" version of a Work which cannot be searched or amended;

"Licensed Acts"	means the acts which the Licensor permits NLA to do by the applicable Schedules;
"the Licensed Purposes"	means a Licensee's internal management purposes, save that additionally: <ul style="list-style-type: none"> (i) licences granted to MMOs, PRCs and professional practices may allow such Licensees to do the Licensed Acts for the benefit of their clients for those clients' internal management purposes, and for providing an Evaluation Service to such clients; (ii) licences granted to trade or professional associations may allow such Licensees to do the Licensed Acts for the benefit of their members for those members' internal management purposes, and for providing an Evaluation Service to such members; (iii) any Licensee may be permitted to provide copies of the Works to its financial and professional advisers, for the sole purpose of enabling such persons to advise that Licensee; (iv) licences granted to schools, colleges and universities may allow the Licensee to do the Licensed Acts for the purposes of the instruction that it provides for its students; (v) licences granted to incorporated associations may allow the Licensee to do the Licensed Acts for its members; and (vi) licences granted to Copyshops may allow the Licensee to do the Licensed Acts on behalf of the types of third party identified at (i) to (v) above, and for the purposes set out in those sub-paragraphs.
"Licensee"	means an End User or a MMO;
"Link"	means a web hyperlink to Website Works;
"MMO"	means an entity the business of which is the supply of information with a view to profit, including the supply of copies of articles extracted from print publications and websites, scraping website content and the supply of scraped content and links to articles from websites for a fee, commonly known as media monitoring organisations and press cuttings agencies;
"Newswire Service(s)"	means the newswire service(s) as set out in Annex C;
"the NLA Databases"	means the Database and/or the Web Database;
"the NLA Database Service"	means the provision under licence to Licensees of: <ul style="list-style-type: none"> (i) daily XML feed containing details of Works in the NLA Databases; (ii) a daily Image Data Service (or other similar format) feed containing Works in the NLA Databases; (iii) access to Automatic Summaries and digital images of Works in the NLA Databases; (iv) permission to make hard copies, and/or send links of Works; and/or (v) permission to search the NLA Databases and/or daily feeds;
"Other Publishers"	means all publishers who have entered into mandates granting rights in relation to their print publications and websites to NLA;
"Paper Delivery"	means delivery of a Copy by hand delivery, post, courier, DX or fax (but not E-Fax);

"the Parties"	means the Licensor and NLA (each a "Party");
"PRC"	means a public relations consultancy;
"Print Publication(s)"	means all the Print Publication(s) listed in Annex A, as amended from time to time pursuant to paragraph 3.9;
"Print Publication Works"	means the Works appearing in or comprised of the Print Publication(s);
"Rights Restricted Material"	means material in respect of which: (i) the Licensor does not own copyright; or (ii) the Licensor has not granted or subsequently decides not to grant or withdraws a licence to NLA;
"RRO"	means a reproduction rights organisation based outside the United Kingdom;
"Scrape"	means to extract data from web pages by means of robots, spiders, crawlers or other automatic device or manual process used to monitor and copy web pages and web content;
"Scraped Content"	means data scraped from Website Works;
"Special Contributor"	means a freelance contributor or other author of a Work who has not conferred on the Licensor all of the rights which the Licensor is purporting to confer on NLA pursuant to this Mandate;
"Text-Only Version"	means a version of a Work (or a work of an Other Publisher) which comprises no elements other than the text included in that Work (or work of an Other Publisher), is capable of being text-searched, and does not include any advertisements, photographs, cartoon or strip illustrations, graphic designs or illustrations, charts or diagrams, paintings or other works of fine art;
"Text Scanning"	means applying software to a Work which converts the Work into ASCII text which can be searched and amended (including Optical Character Recognition ("OCR") scanning);
"Trade Marks"	means the trading names, trademarks, brands and logos of the Licensor, the Print Publication(s), and/or the Newswire Service(s) and/or the Website(s) (including for the avoidance of doubt all components of the mastheads of the Print Publication(s) and/or the Newswire Service(s) and the Website(s)), whether registered or unregistered;
"the Web Database"	means NLA's electronic database of Website Works received from the Licensor and of website works from Other Publishers;
"the Web Database-Nominated Website(s)"	means any and all Website(s) set out in Appendix 2 to Schedule 5 to this Mandate, as amended from time to time pursuant to subparagraph 4.1.4 of Schedule 5;
"Web Page"	means a single file from the Licensor's Website(s) in HTML, ASP, JSP AJAX or Flash format (or such other technology as may be invented in the future) but not including the component parts of the Web Page such as images or stylesheets;
"the Website(s) "	means the Website(s) at the URL addresses listed in Annex B as amended from time to time pursuant to paragraph 3.9;

"the Website Works" means the Works appearing in or comprised of the Website(s);

"the Works" means:

- (i) the typographical arrangement of the published editions; and
- (ii) the literary and artistic works; and
- (iii) any databases (as defined in the Act), appearing in or comprised of the Print Publication(s), and/or the Newswire Service(s) and/or the Website(s) as applicable. The expression "Works" shall include advertisements, photographs, cartoon and strip illustrations, graphic designs and illustrations, charts and diagrams, paintings and other works of fine art and not only Works appearing in the Print Publication(s), and/or the Newswire Service(s) and/or the Website(s) during the term of this Mandate but also all Works previously published in the Print Publication(s), and/or the Newswire Service(s) and/or the Website(s).

3. RIGHTS GRANTED BY THE LICENSOR

- 3.1 For the avoidance of doubt, the Licensor grants the rights granted under this Mandate on its own behalf and on behalf of any other Group Company publishing any of the Print Publication(s) and/or the Newswire Service(s) and/or the Website(s).
- 3.2 The rights licensed to NLA under the applicable Schedule(s) to this Mandate shall (to the extent required by the applicable Schedule(s)) include the copyright, database right and rights in the nature of copyright throughout the world together with all:
 - 3.2.1 extensions, renewals and revivals thereof; and
 - 3.2.2 accrued causes of action in respect of such rights.
- 3.3 Where the Licensor does not own the legal and/ or beneficial title to the copyright or database right in any Work purported to be granted to NLA by the applicable Schedule(s) but only some lesser interest or right, then the Licensor's grant of rights shall take effect as a grant of such rights as are vested in the Licensor including, without prejudice to the generality of the foregoing, any beneficial title or right by way of licence only. Notwithstanding any lack of title the Licensor may have in any Work, the Licensor nevertheless hereby authorises NLA to grant licences and do the Licensed Acts pursuant to this Mandate as if NLA had sufficient title to the copyright or database right in the Works to do so, and the Licensor accordingly agrees to indemnify NLA in accordance with paragraphs 13 and 15.6 below.
- 3.4 The Licensor may, on giving NLA three months' prior written notice, grant NLA the right to grant additional licences from the list of licences set out at sub-paragraph 1.3 above.
- 3.5 The rights licensed under this Mandate shall remain vested in NLA for the duration of this Mandate, save that the Licensor may, on the expiry of 12 months' prior written notice (or such other notice period that may be set out in any of the Schedules), terminate one or more of the licences set out in sub-paragraph 1.3 above. In the event of such a termination occurring, the terms of this agreement shall (other than the terms of the Schedule(s) corresponding to the licence which has been terminated) continue to apply in relation to any licence which has not been terminated.
- 3.6 Unless otherwise stated in the applicable Schedule NLA agrees that any licence which it grants by virtue of the rights vested in it under the applicable Schedule(s) will be limited to use for the Licensed Purposes only.
- 3.7 For the avoidance of doubt, advertising (in whatever medium) and the making of promotional materials for distribution to third parties do not constitute internal management purposes, and NLA does not have the right hereunder to grant licences for copying for such purposes.

- 3.8 The Parties agree:
- 3.8.1 that there may in the future be additional rights falling outside the scope of the rights licensed by the Licensor under this Mandate which NLA may legitimately wish to grant, such as rights relating to future technology; and
 - 3.8.2 to negotiate in good faith an addendum to this Mandate licensing NLA to grant such additional rights, which (in so far as possible) shall amend only the list of Licences in sub-paragraph 1.3, and add one or more additional Schedules, and/or amend the existing Schedules, to this Mandate.

- 3.9 The Licensor may add Print Publication(s), Newswire Service(s) and/or Website(s) to/from the list of Print Publication(s), and/or the Newswire Service(s) and/or Website(s) by giving NLA at least 30 days' written notice in the form of the Notice Letter set out in Annex D.

4. AGREEMENTS WITH RROS

- 4.1 Notwithstanding the provisions of paragraph 3 and the applicable Schedule(s), the Licensor agrees that NLA may, on such terms as it may deem appropriate, enter into agreements with RROs under which:

- 4.1.1 NLA authorises the RRO to exercise the rights granted to NLA in the Print Publication(s) and Websites under this Mandate in favour of persons within the RRO's jurisdiction;
- 4.1.2 the RRO authorises NLA to exercise the equivalent rights granted to the RRO in favour of persons within the UK; and
- 4.1.3 the RRO is obliged to account to NLA for such royalties as the RRO thereby derives from persons within the RRO's jurisdiction.

- 4.2 In so far as is reasonably practicable, NLA will account to the Licensor for royalties received from RROs as though NLA had itself collected them from Licensees within the United Kingdom.

- 4.3 If both:

- 4.3.1 as a result of any agreement with an RRO the Licensor benefits from NLA's receipt of Foreign Monies which are not capable of attribution by NLA to specific titles in NLA's repertoires; and
- 4.3.2 later NLA is obliged to meet a claim to Foreign Monies by a person from whom NLA has not been granted a copyright licence,

NLA shall be entitled to set off any sums paid out by NLA in connection with the claim against any future payments to the Licensor, provided that such set-off shall not exceed the aggregate of Foreign Monies previously paid to the Licensor.

- 4.4 The Licensor may, after giving NLA 12 months' advance written notice, withdraw NLA's rights to grant licences under this paragraph 4 of the rights included in Schedules 1-5 of this Mandate. Such notice must specify the jurisdiction(s) in respect of which such rights are withdrawn.

- 4.5 Prior to entering any agreement with an RRO with whom NLA had no existing agreement as at the Commencement Date, NLA shall give the Licensor notice of the name of the RRO and the territory covered by the agreement. If, within 30 Days of such notice being given, the Licensor gives NLA written notice that it objects to the rights which it grants under this Mandate being exercised by that RRO, NLA shall not include the rights granted to NLA under this Mandate in its agreement with the RRO.

5. FORMS OF LICENCE WHICH NLA MAY GRANT

The Licensor acknowledges that it has had the opportunity of examining the forms of licence NLA issues or proposes to issue, being licences for the benefit of either MMOs, or End Users. NLA shall provide the Licensor with a copy of each form of licence which NLA issues. Whilst it is NLA's intention to invoke this Mandate by issuing licences in the forms referred to in this paragraph, NLA is to be entitled, without breaching this Mandate, to vary those forms from time to time as it may see fit and to introduce new forms of licence, provided that:

- 5.1 no licence shall purport to grant rights wider than those conferred on NLA by paragraph 3 and the applicable Schedules; and

5.2 no licence granted by NLA to an End User will require more than one year's notice of termination (subject to any right to archive which might extend beyond 12 months).

6. NLA'S OBLIGATIONS IN RESPECT OF LIBELLOUS AND RIGHTS RESTRICTED MATERIAL

6.1 NLA shall ensure that, in its contracts with MMOs, a MMO is obliged to promptly alter or delete all copies of a Work or part of a Work in its possession where it is notified by NLA to do so because:

6.1.1 the Licensor may potentially or actually be legally liable to third parties in respect of the content thereof; or

6.1.2 that Work or part of a Work is Rights Restricted Material.

6.2 Promptly on receipt of written notification from the Licensor in accordance with paragraph 6.1 above, NLA shall request that the MMO alters or deletes all copies of the Work or part of a Work in its possession.

7. THE LICENSOR'S USE OF THE WORKS

7.1 Subject to sub-paragraph 7.2, the Licensor shall be entitled to deal with the Works as it wishes, including undertaking the Licensed Acts in relation to the Works.

7.2 The Licensor undertakes that for so long as this Mandate continues in force it will not by itself or by any purported assignee, licensee or agent, authorise any licensing body or entity operating a licensing scheme (other than NLA) to grant any of the rights licensed to NLA (as limited by sub-paragraph 3.6 and the applicable Schedule(s)) under this Mandate, or any similar rights. For the purposes of this paragraph, "licensing body" and "licensing scheme" shall have the meanings ascribed to them by section 116 of the Act.

8. TARIFFS AND ALLOCATION OF REVENUE

8.1 NLA shall be entitled to set such tariffs and charge such fees as NLA may see fit as consideration for NLA's grant of any licence to make use of articles from the Print Publication(s), and/or the Newswire Service(s) and/or the Website(s). Such tariffs and fees may distinguish between different types of print publications, newswire services and websites.

8.2 NLA will keep the Licensor informed of the tariffs as set by NLA from time to time and as requested by Licensor.

8.3 NLA will as far as reasonably possible ensure that revenue it collects can be attributed to the use of Works from identified Print Publication(s), and/or the Newswire Service(s) and/or Website(s).

8.4 NLA shall allocate any revenue it identifies as relating directly to the use of the Works from the Print Publication(s), and/or the Newswire Service(s) and/or Website(s) solely to the Print Publication(s), and/or the Newswire Service(s) and/or Website(s). NLA shall allocate any revenue that it receives as payment of composite tariffs or fees to the Print Publication(s), and/or the Newswire Service(s) and/or Website(s) and Other Publishers' print publications, newswire services and/or websites licensed by NLA in such proportions as in NLA's discretion it may see fit. NLA shall in so allocating have regard to such information as may be available to it about the relative use:

8.4.1 made by Licensees generally; or

8.4.2 made generally within specific sectors of the business and administrative community, as determined by NLA, according to such statistics as it may gather from time to time.

8.5 Subject to the Licensor agreeing to any requirements of NLA's auditors for the issue to them of such a certificate, not less often than once a year, NLA will provide for the issue to the Licensor a certificate from its auditors that they are reasonably satisfied that:

8.5.1 the sums paid by NLA to the Licensor under this Mandate, and to Other Publishers under their mandates, are fair and reasonable as regards each of the titles in NLA's repertoires; and

8.5.2 on the basis of their examination of NLA's records and test checks, NLA has duly accounted to the Licensor for the sums due to it under this Mandate.

8.6 The Licensor's entitlement under sub-paragraph 8.4 shall be determined subject to the deduction by NLA of such sums as NLA may reasonably believe should be attributed to the use of material in the Print Publication(s), and/or the Newswire Service(s) and/or Website(s) in respect of which:

8.6.1 the Licensor appears not to have had the rights required to permit such use; and

8.6.2 NLA has made (or may become liable to make) payments to other collecting societies or copyright owners in consideration of such use.

NLA shall base any such deduction on surveys and analyses which it conducts (or which are conducted on its behalf) from time to time, whether with or without the Licensor's co-operation. NLA's right under this sub-paragraph shall in no way be deemed to relieve the Licensor of its obligations to third persons (including for the avoidance of doubt Special Contributors) under paragraph 12 and/or the Distribution Scheme.

9. NLA'S REMUNERATION

Except as may otherwise be specified in any of the Schedules NLA shall be entitled, as its remuneration for granting licences as permitted by this Mandate on behalf of the Licensor, to retain 22% of NLA's revenues (net of VAT thereon) attributable to the Licensor pursuant to paragraph 8 (including for the avoidance of doubt any monies due to Special Contributors), or such other percentage as NLA may notify to the Licensor in writing, not less than four months prior to such increase.

10. PAYMENT

10.1 Within one month after the end of each calendar month, NLA will notify the Licensor of:

10.1.1 the sum due under paragraph 8; and

10.1.2 the remuneration due to NLA under paragraph 9,
in respect of the revenue received by NLA during that calendar month.

10.2 The notification referred to in sub-paragraph 10.1 will be accompanied by:

10.2.1 a VAT invoice issued by NLA to the Licensor for the remuneration due to NLA. This shall be payable within 14 days of receipt by the Licensor, insofar as the remuneration due to NLA exceeds the sum due to the Licensor; and

10.2.2 a copy VAT invoice issued by NLA on the Licensor's behalf to NLA (on a self-billing basis, subject to HM Revenue and Customs approval) for the sum due to the Licensor. This shall be payable within 60 days of issue by NLA, net of the remuneration and VAT due to NLA.

10.3 The Licensor will provide NLA with the necessary authority to make payments to the Licensor under a self-billing arrangement for VAT purposes.

10.4 NLA shall pay the sums due to Licensor within 45 days of the issue by NLA of the report as set out in paragraph 10.1, net of the remuneration due to NLA and any applicable taxes.

10.5 The Licensor acknowledges that sums paid to it by NLA will include payments received by NLA from Licensees in advance. Where for any reason NLA is obliged to make a refund to a Licensee, NLA shall be entitled to deduct from any sum otherwise payable to the Licensor an appropriate portion of such refund (equal to the percentage of the Licensee's original payment which has been refunded, multiplied by the original payment made to the Licensor in respect of that Licensee), and VAT thereon. Should NLA's aggregate entitlement to deductions exceed the sum otherwise payable to the Licensor, the Licensor will pay NLA the excess within 14 days of the Licensor's receipt of NLA's invoice for such sum.

11. VAT

All payments to be made pursuant to this Mandate shall be made together with VAT and free and clear of all deductions and withholdings save as may be required by law or as are expressly provided for in this Mandate.

12. THE LICENSOR'S OBLIGATIONS TO THIRD PARTIES, AND THE DISTRIBUTION SCHEME

- 12.1 The Licensor agrees that, in any case where the Licensor is contractually obliged to make any payment to a third person in respect of the rights proposed to be licensed by NLA to Licensees, the Licensor will fulfil that obligation.
- 12.2 Without prejudice to the generality of the Licensor's obligation in sub-paragraph 12.1, unless the Licensor is not required to participate in the Distribution Scheme in accordance with the rules for the Distribution Scheme as advised by NLA from time to time, the Licensor agrees to fulfil the requirements imposed on it as the publisher of the Print Publication(s), and/or the Newswire Service(s) and/or the Website(s) by the Distribution Scheme. In particular, the Licensor agrees to account, out of the monies paid by NLA to it pursuant to this Mandate, to all Special Contributors for the monies due to them in accordance with the terms of the Distribution Scheme.
- 12.3 NLA shall be entitled, on giving 90 days' notice to the Licensor, to modify the Distribution Scheme at any time at NLA's discretion, but subject always to any modification not being unreasonably prejudicial to the interests of publishers or Special Contributors.
- 12.4 Upon receipt by the Licensor of any revised Distribution Scheme the Licensor shall be bound by the revisions so made.
- 12.5 If the Licensor fails to comply with sub-paragraph 12.1 and/or sub-paragraph 12.2 of this Mandate, and NLA gives the Licensor 90 days' notice of such failure to comply, NLA may, on expiry of the 90 days without remedy by the Licensor, at its sole discretion withhold payment of some or all of any sums which would otherwise be due to the Licensor under paragraph 8.
- 12.6 A Special Contributor shall be entitled to enforce, in accordance with but subject to the provisions of the Contracts (Rights of Third Parties) Act 1999, those terms of this Mandate which confer a benefit on that Special Contributor. This Mandate (including for the avoidance of doubt the Distribution Scheme) may, however, be varied without the consent or approval of any Special Contributor.

13. INDEMNITIES

- 13.1 The Licensor agrees to indemnify NLA, keep it fully indemnified, and hold it harmless from and against all actions, claims, demands, costs, expenses, liabilities, loss, damages or other monetary relief brought, made or awarded against or incurred by NLA whatsoever resulting (directly or indirectly) from:
- 13.1.1 a breach by the Licensor of paragraph 12 or any claim that may be brought against NLA under or in connection with the Distribution Scheme or otherwise by a Special Contributor, his heirs or assigns insofar as such claim relates to the Print Publications, and/or the Newswire Service(s) and/or the Websites; or
- 13.1.2 NLA having purported pursuant to this Mandate to license the use of a Work notwithstanding that the copyright and/or database right in such Work was not vested in the Licensor or that the Licensor was not otherwise empowered to authorise such licensing by NLA; or
- 13.1.3 any indemnity under a licence by NLA:
- (a) in a form in general use by NLA; or
- (b) substantially in such form; or
- (c) implied by section 136 of the Act or any modification or re-enactment thereof, insofar as NLA's liability thereunder relates to the use of a Work; or
- 13.1.4 any breach caused by the Licensor of NLA's undertaking to a MMO that if NLA:
- (a) discloses to the Licensor any proprietary or confidential information obtained by NLA from that MMO; and
- (b) identifies that information as confidential at the time of disclosure to the Licensor, the Licensor will not use the information otherwise than legitimately as permitted by the terms of such undertaking; or
- 13.1.5 any breach of third party rights (including but not limited to any claim by a third party in relation to infringement of intellectual property rights, defamation, breach of confidence, data protection, or moral rights) relating to the content of any Work which results from NLA doing any of Licensed Acts, in accordance with the provisions of this Mandate.

- 13.2 The Licensor's obligations under sub-paragraph 13.1 are subject to NLA not being in material breach of its obligations in paragraph 6, or sub-paragraphs 3.6 or 13.3 of this Mandate, nor of (to the extent that it applies) sub-paragraph 3.1 of Schedule 2.
- 13.3 If any circumstance should arise whereby the indemnity granted in sub-paragraph 13.1 is invoked or is about to be invoked by NLA, it shall:
- 13.3.1 promptly notify the Licensor in writing as soon as it becomes aware of any such claim;
 - 13.3.2 not compromise or settle any such claim without the Licensor's prior written consent, which consent shall not be unreasonably withheld or delayed;
 - 13.3.3 provide all reasonable assistance and any necessary documentation required as a result of any claim or complaint; for the avoidance of doubt, the indemnity granted in sub-paragraph 13.1 extends to indemnifying NLA for any costs and expenses that it may incur in consequence of providing such assistance and documentation; and
 - 13.3.4 allow the Licensor to have full control of any action or proceedings arising out of any such claim,
- provided that the Licensor does not make any admission as to liability in relation to any such claim, or agree to any settlement of or compromise any such claim, without NLA's prior written consent, which consent shall not be unreasonably withheld or delayed.

14. ADVERTISEMENT

To promote the licensing scheme operated by NLA the Licensor will:

- 14.1 provide all reasonable support, including (at NLA's reasonable request and subject to availability) publishing in the Print Publications and/or the Websites advertisements of sufficient size, prominence and frequency to adequately promote NLA licensing scheme; and
- 14.2 publish a notice in every edition reading "For permission to copy cuttings for internal or client use, contact NLA (www.nlamediaaccess.com / 01892 525273)", or such other wording as may be agreed between the parties in writing in advance.

15. ENFORCEMENT ACTIONS

- 15.1 The Licensor acknowledges and agrees that:
- 15.1.1 for the purposes of ensuring widespread take-up and proper operation of the licences to be offered by NLA, it is likely to be necessary for NLA to take Enforcement Actions;
 - 15.1.2 Enforcement Actions are likely to include court proceedings for infringement of copyright and/or database right;
 - 15.1.3 it hereby expressly grants NLA the right to the fullest extent possible to bring actions for infringement of copyright in the Works, under section 101A of the Act, and to bring Enforcement Actions, independently of the Licensor, provided that NLA has given the Licensor advance notice of its intention to bring such actions;
 - 15.1.4 except as set out in paragraph 15.4, all matters in connection with Enforcement Actions are entirely within NLA's discretion (including decisions as to whether, and against whom, Enforcement Actions should be taken and all decisions regarding the conduct of such actions); and
 - 15.1.5 if it is necessary for the Licensor (or any of its Group Companies) to be joined as a party to Enforcement Actions, the Licensor will agree (or if appropriate will obtain the agreement of the relevant Group Company) to be so named as a party but will take no active role in the proceedings, and will only follow NLA's reasonable instructions regarding the conduct of the Enforcement Action.
- 15.2 The Licensor agrees that:
- 15.2.1 it will not undertake Enforcement Actions, except to the extent that NLA asks the Licensor to do so or in accordance with the provisions of paragraph 15.4;
 - 15.2.2 at NLA's request, it will promptly provide (or if appropriate will promptly procure that its relevant Group Company shall provide) all reasonable assistance which NLA may reasonably require in preparing, commencing or continuing Enforcement Actions. In particular this may include the Licensor:

- (a) being joined (or procuring that the relevant Group Company shall be joined) as a passive co-Claimant or co-Defendant to Enforcement Actions;
- (b) providing access (or procuring access in the case of documents controlled by a Group Company) to all such documents as NLA may desire or consider necessary for the purposes of evidencing title to the copyright and/or database right in respect of any Work; and
- (c) in so far as is reasonably practicable, giving NLA access to employees and procuring that NLA is given access to individuals other than employees including without limitation Special Contributors and employees of any of the Group Companies, in each case in connection with evidencing authorship of the Works concerned;

15.2.3 it shall execute and provide all such further documents and to take such actions as NLA may request for ensuring the rights hereby granted to NLA are effectively vested in NLA, for the purposes of evidencing title to the copyright and/or database right in respect of any Work referred to; and

15.2.4 if and to the extent that the rights which the Licensor grants to NLA in this paragraph 15 are rights which belong to a Group Company and not to the Licensor, the Licensor shall procure that such Group Company shall grant those rights (or equivalent rights) to NLA.

15.3 NLA agrees to:

15.3.1 bear the costs of Enforcement Actions (save as provided to the contrary by sub-paragraph 15.4); and

15.3.2 keep the Licensor informed of such matters in relation to any Enforcement Action as are relevant to the Licensor as publisher of the Print Publications, and/or the Newswire Service(s) and/or the Websites.

15.4 If NLA chooses not to take Enforcement Actions in respect of any infringement, the Licensor may notify NLA in writing that it wishes to do so. If within 14 days of receipt of the Licensor's written notice NLA does not notify the Licensor of NLA's commencement of (or intention to commence) such Enforcement Actions, the Licensor may take Enforcement Actions in respect of that infringement at the Licensor's own cost. In relation to an 'intention to commence', if no preliminary measures have been commenced by NLA within 1 (one) month from the date of knowledge of the infringement, the Licensor will be entitled to notify NLA in writing and take Enforcement Action itself. NLA agrees that at the Licensor's request NLA will promptly provide all reasonable assistance as the Licensor may require in preparing, commencing or continuing such Enforcement Actions. The Licensor may retain any damages or other settlement sums awarded to the Licensor in respect of such Enforcement Actions under this sub-paragraph.

15.5 Any sums recovered by NLA (whether by way of a payment to compromise a claim or settle an action or as damages or costs pursuant to a judgment or order) in consequence of any threatened or actual Enforcement Action shall, after the deduction therefrom of NLA's unrecovered costs on an indemnity basis, be distributed to the Licensor and Other Publishers in accordance with the provisions of paragraphs 8, 9 and 10.

15.6 The Licensor agrees to indemnify and hold NLA harmless against any liability, cost, claim or demand NLA may suffer or incur in any Enforcement Action taken by NLA as a result of a claim that the copyright and/or database right in any Work was not vested in the Licensor or validly licensed to NLA.

16. TRADE MARKS

16.1 The Licensor grants NLA a non-exclusive worldwide royalty-free licence to use the Trade Marks to the extent necessary to enable NLA to (i) publicise and operate its licensing scheme, and (ii) comply with its obligations and exercise its rights under this Mandate.

16.2 NLA warrants that its use of the Trade Marks as particularised in 16.1 will bring neither the Licensor nor the Trade Marks into disrepute.

17. TERM AND TERMINATION

- 17.1 This Mandate shall take or be deemed to have taken effect on the Commencement Date.
- 17.2 Either Party may terminate this Mandate by not less than three months' written notice to the other given at any time, but:
- 17.2.1 such termination shall not affect any accrued rights or liabilities of either Party; and
 - 17.2.2 any licence granted by NLA pursuant to this Mandate prior to the date upon which such termination becomes effective shall continue in full force and effect until the earliest date upon which such licence could in any event have been terminated by NLA.
- 17.3 Upon termination, the rights granted to NLA under this Mandate will revert to the Licensor, together with all accrued causes of action against third parties.
- 17.4 This Mandate may be terminated by either Party pursuant to sub-paragraph 18.2 without the consent or approval of any Special Contributor.

18. CONFIDENTIALITY

- 18.1 The Licensor agrees that it shall not:
- 18.1.1 use for the purposes of competing with the business of any MMO; or
 - 18.1.2 disclose to any third party, other than a professional adviser, any confidential information which NLA has obtained from NLA's Licensees who are MMOs (and for the avoidance of doubt all information relating to the clients of such MMOs shall comprise confidential information), and which NLA provides to the Licensor.
- 18.2 NLA agrees that it shall not disclose to any third party, other than a professional adviser, any confidential information which the Licensor provides to NLA.
- 18.3 The Parties' obligations in this paragraph 18 shall not apply to information which:
- 18.3.1 is already known to the receiving party at the time the other party provides it; or
 - 18.3.2 enters into the public domain other than as a breach of paragraph 18.1; or
 - 18.3.3 is received by the receiving party from a third party on a non-confidential basis; or
 - 18.3.4 is disclosed pursuant to any judicial or government request, requirement or order.

19. ASSIGNMENT AND SUB-LICENSING

- 19.1 Subject to paragraph 4, NLA will not assign or license or sub-license the benefit of this Mandate or otherwise transfer its rights or obligations hereunder to any third person without the Licensor's prior written consent.
- 19.2 Without prejudice to the generality of paragraph 19.1 above Licensor acknowledges and accepts that NLA has appointed Copyright Licensing Agency Limited ('CLA') as its agent to license the rights granted to NLA under this Mandate to educational establishments (including to schools and higher educational establishments)

20. LIMITATION OF LIABILITY

NLA undertakes diligently to invoke this Mandate by all reasonable means, but the Licensor acknowledges that NLA shall not be liable to the Licensor for any supposed neglect or want of diligence in maximising the revenue to be obtained from the issue of licences and the Licensor's sole remedy if the Licensor is dissatisfied with NLA's endeavours (whether for alleged breach of contract or negligence or for any other cause of action) will be to give notice to terminate this Mandate as provided by paragraph 17.

21. WAIVER

The waiver by either of the Parties of a breach or default of any of the provisions of this Mandate shall not be construed as a waiver of any later breach of the same or other provision. Nor shall any delay

or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other.

22. REMEDIES

The rights and remedies herein provided are cumulative and not exclusive of each other, nor of any rights or remedies provided by law.

23. INVALIDITY

If any one or more of the provisions of this Mandate shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. ENTIRE AGREEMENT

24.1 This Mandate and any documentation referred to herein constitutes the full agreement and understanding of the Parties and (save as to any rights vested or liabilities already accrued and subject as provided by paragraph 17) supersedes with effect from the Commencement Date any previous Mandate:

24.1.1 granted by the Licensor to NLA to permit the issue of licences on the Licensor's behalf; or

24.1.2 granted by any Group Company to NLA to permit the issue of licences on that Group Company's behalf (for these purposes the Licensor agrees on its own behalf and for and on behalf of any such Group Company).

24.2 Save as aforesaid, neither Party shall be entitled to make a change to this Mandate except in writing signed by duly authorised representatives of both Parties.

25. LAW AND JURISDICTION

This Mandate and any matter arising from or in connection with it shall be governed by and construed in accordance with English law, and the Parties both agree to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this Mandate.

SIGNED by)
Name:)
Title)
Position)
for and on behalf of)
NLA MEDIA ACCESS LIMITED

SIGNED by)
Name:)
Title)
Position)
for and on behalf of)
[]

SCHEDULE 1

PAPER AND ELECTRONIC LICENCE – PRINT PUBLICATION(S) AND NEWSWIRE SERVICE(S)

1. GRANT OF RIGHTS

- 1.1 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in the Print Publication and Newswire Service Works only to authorise MMOs and/or End Users (as applicable according to the licence options selected in paragraph 1.3 of this Mandate), for the Licensed Purposes, to:
- 1.1.1 make and store Copies;
 - 1.1.2 in the case of MMOs, PRCs and professional practices, deliver Copies to clients by Paper Delivery;
 - 1.1.3 in the case of trade or professional associations, deliver Copies to members by Paper Delivery;
 - 1.1.4 subject any Print Publication Work to Image Scanning;
 - 1.1.5 subject any Print Publication Work to Text Scanning and use the text created only to:
 - 1.1.5.1 search for Print Publication and/or Newswire Service Works which are relevant to the End User; or
 - 1.1.5.2 in the case of MMOs, PRCs and professional practices (i) search for Print Publication and/or Newswire Service Works which are relevant to their client, and (ii) provide an Evaluation Service to clients; or
 - 1.1.5.3 in the case of trade or professional associations, (i) search for Print Publication and/or Newswire Service Works which are relevant to their members, and (ii) provide an Evaluation Service to members;
 - 1.1.6 in the case of MMOs, PRCs, trade and/or professional associations and/or professional practices, reproduce or alter (including for the avoidance of doubt but by no means limited to reducing in size) the typographical arrangement or layout of any scanned image to include making small thumbnail images depicting the page from which the Print Publication or Newswire Service Work was obtained;
 - 1.1.7 receive and/or transmit (via both wire and wireless transmissions) and/or broadcast electronically Print Publication and/or Newswire Service Works which have been subjected to Image Scanning, to one or more devices for displaying images, such that they may be stored electronically in and/or displayed on such devices to:
 - 1.1.7.1 personnel of the Licensee; and
 - 1.1.7.2 clients of MMOs and PRCs and professional practices, and members of trade and/or professional associations,and permit access to such Print Publication and/or Newswire Service Works by such persons, via such devices;
 - 1.1.8 electronically store and access any scanned Print Publication and/or Newswire Service Work;
 - 1.1.9 in the case of Copyshops, do the acts mentioned at sub-paragraphs 1.1.1-1.1.5 and 1.1.8 above on behalf of the types of third party to which those sub-paragraphs apply;
 - 1.1.10 do any copying or other act which takes place as a necessary incident to the acts authorised as rights 1.1.1 – 1.1.9 in this sub-paragraph 1.1.

SCHEDULE 2

DATABASE LICENCE – PRINT PUBLICATION(S)

1. GRANT OF RIGHTS

- 1.1 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in the Print Publication Works in the Database-Nominated Print Publication(s) only for the purposes of providing the NLA Database Service, to:
- 1.1.1 copy or re-utilise the Print Publication Works and any Automatic Summaries;
 - 1.1.2 receive and store electronic copies of the Print Publication Works;
 - 1.1.3 compile, structure, maintain, edit or remove Print Publication Works and any Automatic Summaries from (at NLA's absolute discretion but subject always to the Licensor's rights in paragraph 4 of this Schedule) and exploit the Database;
 - 1.1.4 use the Database to create Automatic Summaries and Text-Only Versions of Works;
 - 1.1.5 authorise or enable access, for the Licensed Purposes, by Licensees to Print Publication Works, and any Automatic Summaries, contained in the Database;
 - 1.1.6 authorise, for the Licensed Purposes, MMOs, PRCs, professional practices and/or trade or professional associations to authorise or enable access by their clients (or, in the case of trade or professional associations, members) to Print Publication Works and any Automatic Summaries contained in the Database;
 - 1.1.7 make an adaptation of any electronic copy of a Print Publication Work received from the Licensor, and do any act in relation to such an adaptation of a Print Publication Work which is permitted in relation to the Print Publication Work itself by this sub-paragraph 1.1;
 - 1.1.8 do any copying or other act which takes place as a necessary incident to the acts authorised as rights 1.1.1 – 1.1.9 in this sub-paragraph 1.1; and
 - 1.1.9 authorise any third party engaged by NLA to undertake work in relation to the Database to do any of the acts referred to at sub-paragraphs 1.1.1, 1.1.3, and 1.1.4 of this sub-paragraph 1.1 on NLA's behalf.

2. PAYMENT

- 2.1 The Licensor shall pay NLA the relevant Database Fee for each Database-Nominated Print Publication, per year.
- 2.2 NLA may amend the levels of the Database Fee for any or all of the Database-Nominated Print Publication(s), by giving the Licensor at least 30 days' written notice.
- 2.3 In the event that the Licensor notifies NLA that one or more Print Publication(s) are to be added to the list of Database-Nominated Print Publication(s), pursuant to sub-paragraph 5.1.5 of this Schedule below, NLA shall promptly (and in any event within 30 days of receiving such notice) notify the Licensor in writing of the Database Fee which shall be payable in respect of each such added Print Publication.
- 2.4 NLA shall be entitled to set off any underpayments of the Database Fee against any amounts due to the Licensor under paragraph 10 of this Mandate.

3. LIMITATIONS TO GRANT OF RIGHTS

- 3.1 For the avoidance of doubt, NLA's rights to edit and make adaptations of the Print Publication Works in sub-paragraphs 1.1.3 and 1.1.9 of this Schedule:
- 3.1.1 shall only allow NLA to make such alterations as are reasonably deemed necessary for the efficient running of the Database; and
 - 3.1.2 shall not allow NLA to alter the meaning, tone or spirit of any individual Print Publication Work in any way.

4. SUPPLY

- 4.1 The Licensor shall supply NLA with electronic copies of the Print Publication Works in accordance with the production schedule of the Print Publication and as set out in Appendix 1 to this Schedule.

5. LICENSOR'S RIGHTS

- 5.1 The Licensor shall have the right to:
- 5.1.1 edit or remove Works from the Database;
 - 5.1.2 receive, upon written request and at no charge to the Licensor save for agreed costs which directly and solely arise from supply pursuant to this sub-paragraph 5.1, copies of Print Publication Works contained in the Database;
 - 5.1.3 restrict or delay access to certain Print Publication Works, or certain categories of Print Publication Works, generally or by reference to the type of Licensee permitted to access them; and/or
 - 5.1.4 add or remove Print Publication(s) to/from the list of Database-Nominated Print Publication(s) in Appendix 2 to this Schedule, by giving NLA at least 30 days' written notice in the form of the Notice Letter set out in Appendix 3.
- 5.2 NLA shall use reasonable endeavours to procure that persons who are not licensed to use the Database will be unable to access it, and that persons to whom the Licensor restricts access to the Works are only able to access any Print Publication Works in the Database to which the Licensor has not restricted access.

6. OWNERSHIP

- 6.1 The Licensor agrees that NLA owns and shall remain owner of the Database, and all intellectual property rights in or underlying the Database, including (for the avoidance of doubt but by no means limited to) trademarks, database rights, copyright, and rights in and to computer programs ("the Database Property Rights").
- 6.2 For the avoidance of doubt, the Licensor hereby assigns to NLA any Database Property Rights which the Licensor may own, and shall at NLA's request do or procure the doing of all things as may from time to time be necessary to give full effect to the assignment, and to vest in NLA the full benefit of the Database Property Rights.
- 6.3 For the avoidance of doubt, the Database Property Rights expressly exclude intellectual property rights (including literary, artistic or typographical copyright) in the individual Print Publication Works which are included in the Database.

SCHEDULE 2 - APPENDIX 1

DATABASE - DELIVERY OF CONTENT

1. Licensor will, supply copies of printed pages in PDF format via FTP or alternative delivery mechanism agreed in advance in writing between the Parties.
2. Licensor will use reasonable commercial endeavours to notify NLA as soon as possible of any change to the content or format or production timings, or any other change that might affect delivery of the content.
3. Licensor will provide a technical production contact who shall be available to endeavour to resolve any production issues. These hours shall always include the production delivery period, and – where possible – will also include 24 hour cover.
4. Licensor acknowledges that reliable delivery in a consistent **file naming** format is a requirement for efficient NLA processing and will ensure systems for delivering content are robust and fit for the purpose of enabling such delivery.
5. NLA acknowledges that any demands made on Licensor to support delivery of content to NLA must be consistent with wider commercial operations, and will work actively to minimise support requirements.

SCHEDULE 2 - APPENDIX 2

LIST OF DATABASE-NOMINATED PRINT PUBLICATION(S) AND DATABASE FEES

PRINT PUBLICATION TITLE	DATABASE FEE (£, PER ANNUM)

SCHEDULE 2 - APPENDIX 3

NOTICE LETTER FOR ADDING OR REMOVING DATABASE-NOMINATED PRINT PUBLICATION(S)

[To be sent on Licensor headed paper]

NLA media access Ltd
Mount Pleasant House
Lonsdale Gardens
Tunbridge Wells
Kent TN1 1HJ

Dear Sir/Madam

AMENDMENT TO OUR LIST OF DATABASE-NOMINATED PRINT PUBLICATION(S)

We hereby confirm that pursuant to sub-paragraph 5.1.5 of Schedule 2 to the Mandate we wish to add the following Print Publications(s) to the list of Database-Nominated Print Publication(s) in Appendix 2 of Schedule 2 to the Mandate:

We confirm that pursuant to sub-paragraph 5.1.5 of Schedule 2 to the Mandate that we wish to delete the following Print Publications(s) from the list of Database-Nominated Print Publication(s) in Appendix 2 of Schedule 2 to the Mandate:

Yours faithfully

[Insert name and position of signatory, who must be authorised to sign on behalf of the Licensor]

SCHEDULE 3

PAPER AND ELECTRONIC LICENCE - WEBSITE(S)

1. GRANT OF RIGHTS

- 1.1 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in the Website Works only to authorise MMOs and End Users (as applicable according to the licence options selected in paragraph 1.3 of this Mandate), for the Licensed Purposes, to:
- 1.1.1 print off hard copies of Website Works;
 - 1.1.2 in the case of MMOs, PRCs and professional practices, deliver hard copies of Website Works to clients by Paper Delivery;
 - 1.1.3 in the case of trade or professional associations, deliver hard copies of Website Works to members by Paper Delivery;
 - 1.1.4 subject any Website Work to Image Scanning;
 - 1.1.5 receive and/or transmit (via both wire and wireless transmissions) and/or broadcast electronically Website Works which have been subject to Image Scanning to one or more devices for displaying images, such that they may be stored electronically in and/or displayed on such devices, to:
 - 1.1.5.1 personnel of MMOs and End Users;
 - 1.1.5.2 clients of MMOs, PRCs and professional practices; and
 - 1.1.5.3 members of trade and professional associations,and permit access to such Works by such persons, via such devices;
 - 1.1.6 subject any Website Work to Text Scanning and to use the text created only to:
 - 1.1.6.1 search for Website Works which are relevant to the End User; or
 - 1.1.6.2 in the case of MMOs, PRCs and professional practices, (i) search for Website Works which are relevant to their clients, and (ii) provide an Evaluation Service to clients; or
 - 1.1.6.3 in the case of trade or professional associations, (i) search for Website Works which are relevant to their members, and (ii) provide an Evaluation Service to members;
 - 1.1.7 in the case of MMOs, PRCs, trade and/or professional associations and/or professional practices, reproduce or alter (including for the avoidance of doubt but by no means limited to reducing in size) the typographical arrangement or layout of any scanned image to include making small thumbnail images depicting the page from which the Website Work was obtained;
 - 1.1.8 electronically store and access any Website Work;
 - 1.1.9 in the case of Copyshops, do the acts mentioned at sub-paragraphs 1.1.1-1.1.6 and 1.1.8 above on behalf of the types of third party to which those sub-paragraphs apply;
 - 1.1.10 any copying or other act which takes place as a necessary incident to the acts authorised as rights 1.1.1 – 1.1.6 in this sub-paragraph 1.1.

SCHEDULE 4

WEB DATA MANAGEMENT AND DISTRIBUTION LICENCE - WEBSITE(S) (paid for online website indexing and linking)

1. GRANT OF RIGHTS

- 1.1 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in the Website Works to, for the Licensed Purposes:
- 1.1.1 authorise MMOs to Scrape Website Works;
 - 1.1.2 authorise MMOs to copy, store, index and search the Scraped Content;
 - 1.1.3 authorise MMOs to provide Scraped Content to third parties to exercise the rights in 1.1.4 below;
 - 1.1.4 authorise MMOs, PRCs, professional practices and/or trade or professional associations to use the Scraped Content to search for Website Works which are relevant to their clients and (or, in the case of trade or professional associations, members);
 - 1.1.5 provide Links to Website Works to End Users;
 - 1.1.6 provide Links to Website Works to End User Intranets;
 - 1.1.7 authorise End Users to retrieve display and use Website Works for their internal commercial purposes
- 1.2 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in the Website Works to, for the Licensed Purposes, authorise Licensees to systematically send Links of Website Works in emails and / or otherwise transmit Links to:
- 1.3.1 personnel of End-Users;
 - 1.3.2 clients of MMOs, PRCs and professional practices;
 - 1.3.3 members of trade and professional associations.
- 1.3 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in the Websites Works to do any copying or other act which takes place as a necessary incident to the acts authorised in this Licence

SCHEDULE 5

WEB DATABASE LICENCE – WEBSITE(S)

1. GRANT OF RIGHTS

- 1.1 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in the Website Works in the Web Database Nominated Website(s) only for the purposes of providing the NLA Database Service, to:
- 1.1.1 copy or re-utilise the Website Works and any Automatic Summaries;
 - 1.1.2 receive and store electronic copies of the Website Works;
 - 1.1.3 compile, structure, maintain, edit or remove Website Works and any Automatic Summaries from (at NLA's absolute discretion but subject always to the Licensor's rights in paragraph 4 of this Schedule) and exploit the Web Database;
 - 1.1.4 use the Web Database to create Automatic Summaries and Text-Only Versions of Website Works;
 - 1.1.5 authorise or enable access, for the Licensed Purposes, by Licensees to Website Works, and any Automatic Summaries, contained in the Web Database;
 - 1.1.6 authorise, for the Licensed Purposes, MMOs, PRCs, professional practices and/or trade or professional associations to authorise or enable access by their clients (or, in the case of trade or professional associations, members) to Website Works and any Automatic Summaries contained in the Web Database;
 - 1.1.7 make an adaptation of any electronic copy of a Website Work received from the Licensor, and do any act in relation to such an adaptation of a Website Work which is permitted in relation to the Website Work itself by this sub-paragraph 1.1;
 - 1.1.8 do any copying or other act which takes place as a necessary incident to the acts authorised as rights 1.1.1 – 1.1.9 in this sub-paragraph 1.1; and
 - 1.1.9 authorise any third party engaged by NLA to undertake work in relation to the Web Database to do any of the acts referred to at sub-paragraphs 1.1.1, 1.1.3, and 1.1.4 of this sub-paragraph 1.1 on NLA's behalf.

2. LIMITATIONS TO GRANT OF RIGHTS

- 2.1 For the avoidance of doubt, NLA's rights to edit and make adaptations of the Website Works in sub-paragraphs 1.1.3 and 1.1.9 of this Schedule:
- 2.1.1 shall only allow NLA to make such alterations as are reasonably deemed necessary for the efficient running of the Web Database; and
 - 2.1.2 shall not allow NLA to alter the meaning, tone or spirit of any individual Website Work in any way.

3. SUPPLY

- 3.1 The Licensor shall supply NLA with electronic copies of the Website Works on a daily basis as set out in Appendix 1 to this Schedule 5.

4. LICENSOR'S RIGHTS

- 4.1 The Licensor shall have the right to:
- 4.1.1 edit or remove Website Works from the Web Database;
 - 4.1.2 receive, upon written request and at no charge to the Licensor save for agreed costs which directly and solely arise from supply pursuant to this sub-paragraph 4.1, copies of Website Works contained in the Web Database;
 - 4.1.3 restrict or delay access to certain Website Works, or certain categories of Website Works, generally or by reference to the type of Licensee permitted to access them; and/or
 - 4.1.4 add or remove Website(s) to/from the list of Web Database-Nominated Websites, by giving NLA at least 30 days' written notice in the form of the Notice Letter set out in Appendix 3 to this Schedule 5.
- 4.2 NLA shall use reasonable endeavours to procure that persons who are not licensed to use the Web Database will be unable to access it, and that persons to whom the Licensor restricts access to the Website Works are only able to access any Website Works in the Web Database to which the Licensor has not restricted access.

5. OWNERSHIP

- 5.1 The Licensor agrees that NLA owns and shall remain owner of the Web Database, and all intellectual property rights in or underlying the Web Database including (for the avoidance of doubt but by no means limited to) trademarks, database rights, copyright, and rights in and to computer programs ("the Web Database Property Rights").
- 5.2 For the avoidance of doubt, the Licensor hereby assigns to NLA any Web Database Property Rights which the Licensor may own, and shall at NLA's request do or procure the doing of all things as may from time to time be necessary to give full effect to the assignment, and to vest in NLA the full benefit of the Web Database Property Rights.
- 5.3 For the avoidance of doubt, the Web Database Property Rights expressly exclude intellectual property rights (including literary, artistic or typographical copyright) in the individual Website Works which are included in the Web Database.

SCHEDULE 5 - APPENDIX 1

WEB DATABASE - DELIVERY OF CONTENT

1. Licensor will supply copies of Website Works in XML format via FTP or alternative delivery mechanism agreed in advance in writing between the Parties.
2. Licensor will use reasonable commercial endeavours to notify NLA as soon as possible of any change to the content or format or production timings, or any other change that might affect delivery of the content.
3. Licensor will provide a technical production contact who shall be available to endeavour to resolve any production issues. These hours shall always include the production delivery period, and – where possible – will also include 24 hour cover.
4. Licensor acknowledges that reliable delivery in a consistent format is a requirement for efficient NLA processing and will ensure systems for delivering content are robust and fit for the purpose of enabling such delivery.
5. NLA acknowledges that any demands made on Licensor to support delivery of content to NLA must be consistent with wider commercial operations, and will work actively to minimise support requirements.

SCHEDULE 5 - APPENDIX 2

LIST OF WEB DATABASE-NOMINATED WEBSITE(S)

WEBSITE

SCHEDULE 5 - APPENDIX 3

NOTICE LETTER FOR ADDING OR REMOVING WEB DATABASE-NOMINATED WEBSITE(S)

[To be sent on Licensor headed paper]

NLA media access Ltd
Mount Pleasant House
Lonsdale Gardens
Tunbridge Wells
Kent TN1 1HJ

Dear Sir/Madam

AMENDMENT TO OUR LIST OF DATABASE-NOMINATED WEBSITE(S)

We hereby give you 30 days' notice pursuant to sub-paragraph 4.1.5 of Schedule 5 to the Mandate that we wish to add the following Websites(s) to the list of Database-Nominated Website(s) in Appendix 2 of Schedule 5 to the Mandate:

We hereby give you 30 days' notice pursuant to sub-paragraph 4.1.5 of Schedule 5 to the Mandate that we wish to delete the following Website(s) from the list of Database-Nominated Website(s) in Appendix 2 of Schedule 5 to the Mandate:

Yours faithfully

[Insert name and position of signatory, who must be authorised to sign on behalf of the Licensor]

SCHEDULE 6

ECLIPS WEB SPECIALIST SERVICE LICENCE

1. GRANT OF RIGHTS

- 1.1 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in Website Works from the eCWS Nominated Websites to include the Website Works in the eClips Web Specialist Repertoire only for the purpose of providing the Web Works to MMOs and End Users as part of the NLA Database Service, including the rights to:
- 1.1.1 copy or re-utilise the Website Works and any Automatic Summaries;
 - 1.1.2 receive and store electronic copies of the Website Works;
 - 1.1.3 compile, structure, maintain, edit or remove Website Works and any Automatic Summaries from (at NLA's absolute discretion but subject always to the Licensor's rights in paragraph 4 of this Schedule) and exploit the Web Database;
 - 1.1.4 use the Web Database to create Automatic Summaries and Text-Only Versions of Website Works;
 - 1.1.5 authorise or enable access, for the Licensed Purposes, by Licensees to Website Works, and any Automatic Summaries, contained in the Web Database;
 - 1.1.6 authorise, for the Licensed Purposes, MMOs, PRCs, professional practices and/or trade or professional associations to authorise or enable access by their clients (or, in the case of trade or professional associations, members) to Website Works and any Automatic Summaries contained in the Web Database;
 - 1.1.7 make an adaptation of any electronic copy of a Website Work received from the Licensor, and do any act in relation to such an adaptation of a Website Work which is permitted in relation to the Website Work itself by this sub-paragraph 1.1;
 - 1.1.8 do any copying or other act which takes place as a necessary incident to the acts authorised as rights 1.1.1 – 1.1.9 in this sub-paragraph 1.1; and
 - 1.1.9 authorise any third party engaged by NLA to undertake work in relation to the Web Database to do any of the acts referred to at sub-paragraphs 1.1.1, 1.1.3, and 1.1.4 of this sub-paragraph 1.1 on NLA's behalf.
- 1.2 It is acknowledged and agreed by Licensor that, where the Licensor has a paywall on its website(s), MMOs and their clients shall not be required to pay a separate subscription to the Licensor for access to the Web Works in the eClips Web Database.

2. LIMITATIONS TO GRANT OF RIGHTS

- 2.1 For the avoidance of doubt, NLA's rights to edit and make adaptations of the Website Works in sub-paragraphs 1.1.3 and 1.1.9 of this Schedule:
- 2.1.1 shall only allow NLA to make such alterations as are reasonably deemed necessary for the efficient running of the Web Database; and
 - 2.1.2 shall not allow NLA to alter the meaning, tone or spirit of any individual Website Work in any way.

3. FEES

- 3.1 In consideration of the rights granted to NLA under this Schedule 6 NLA shall pay to the Licensor a sum equivalent to 50% (fifty percent) of any eClips Web Specialist Service Subscription Fees paid by MMOs (net of any VAT or any other charges) to NLA for the Web Works.
- 3.2 For the avoidance of doubt the provisions of clause 9 of the Mandate shall not apply as regards the eClips Web Specialist Service Subscription Fees but NLA shall otherwise report and make payment to Licensor for its share of the eClips Web Specialist Service Subscription Fees in accordance with the provisions of clauses 10 and 11 of the Mandate.

4. SUPPLY

- 4.1 The Licensor shall supply NLA with electronic copies of the Website Works on a daily basis as set out in Appendix 1 to this Schedule 6.

5. LICENSOR'S RIGHTS

- 5.1 The Licensor shall have the right to:
- 5.1.1 edit or remove Website Works from the Web Database;
 - 5.1.2 receive, upon written request and at no charge to the Licensor save for agreed costs which directly and solely arise from supply pursuant to this sub-paragraph 5.1, copies of Website Works contained in the Web Database;
 - 5.1.3 restrict or delay access to certain Website Works, or certain categories of Website Works, generally or by reference to the type of Licensee permitted to access them; and/or
 - 5.1.4 add or remove Website(s) to/from the list of eCWS Nominated Websites, by giving NLA at least 30 days' written notice in the form of the Notice Letter set out in Appendix 3 to this Schedule 6.
- 5.2 NLA shall use reasonable endeavours to procure that persons who are not licensed to use the Web Database will be unable to access it, and that persons to whom the Licensor restricts access to the Website Works are only able to access any Website Works in the Web Database to which the Licensor has not restricted access.

6. OWNERSHIP

- 6.1 The Licensor agrees that NLA owns and shall remain owner of the Web Database, and all intellectual property rights in or underlying the Web Database including (for the avoidance of doubt but by no means limited to) trademarks, database rights, copyright, and rights in and to computer programs ("the Web Database Property Rights").
- 6.2 For the avoidance of doubt, the Licensor hereby assigns to NLA any Web Database Property Rights which the Licensor may own, and shall at NLA's request do or procure the doing of all things as may from time to time be necessary to give full effect to the assignment, and to vest in NLA the full benefit of the Web Database Property Rights.
- 6.3 For the avoidance of doubt, the Web Database Property Rights expressly exclude intellectual property rights (including literary, artistic or typographical copyright) in the individual Website Works which are included in the Web Database.

SCHEDULE 6 - APPENDIX 1

ECLIPS WEB SPECIALIST SERVICE - DELIVERY OF CONTENT

6. Licensor will supply copies of Website Works in XML format via FTP or alternative delivery mechanism agreed in advance in writing between the Parties.
7. Licensor will use reasonable commercial endeavours to notify NLA as soon as possible of any change to the content or format or production timings, or any other change that might affect delivery of the content.
8. Licensor will provide a technical production contact who shall be available to endeavour to resolve any production issues. These hours shall always include the production delivery period, and – where possible – will also include 24 hour cover.
9. Licensor acknowledges that reliable delivery in a consistent format is a requirement for efficient NLA processing and will ensure systems for delivering content are robust and fit for the purpose of enabling such delivery.
10. NLA acknowledges that any demands made on Licensor to support delivery of content to NLA must be consistent with wider commercial operations, and will work actively to minimise support requirements.

SCHEDULE 6 - APPENDIX 2

LIST OF ECWS DATABASE-NOMINATED WEBSITE(S)

WEBSITE

SCHEDULE 6 - APPENDIX 3

NOTICE LETTER FOR ADDING OR REMOVING ECWS DATABASE-NOMINATED WEBSITE(S)

[To be sent on Licensor headed paper]

NLA media access Ltd
Mount Pleasant House
Lonsdale Gardens
Tunbridge Wells
Kent TN1 1HJ

Dear Sir/Madam

AMENDMENT TO OUR LIST OF DATABASE-NOMINATED WEBSITE(S)

We hereby give you 30 days' notice pursuant to sub-paragraph 5.1.4 of Schedule 6 to the Mandate that we wish to add the following Websites(s) to the list of Database-Nominated Website(s) in Appendix 2 of Schedule 6 to the Mandate:

We hereby give you 30 days' notice pursuant to sub-paragraph 4.1.5 of Schedule 5 to the Mandate that we wish to delete the following Website(s) from the list of Database-Nominated Website(s) in Appendix 2 of Schedule 6 to the Mandate:

Yours faithfully

[Insert name and position of signatory, who must be authorised to sign on behalf of the Licensor]

SCHEDULE 7

LICENCE FOR EXTERNAL WEBSITES AND INTRANETS (Corporate Web Republishing Licence)

1. GRANT OF RIGHTS

1.1 The Licensor hereby grants NLA a non-exclusive licence of the copyright and any database rights in the Works only to authorise End Users (subject to the restrictions set out below) to:

1.1.1 subject any Work or any part thereof (including headlines, text extracts) to Image Scanning and store electronically and display such Works or any part thereof on the End User's website and/or intranet;

1.1.2 include on the End User's website and/or intranet a headline and / or text extract from a Website Work with a hyperlink to the Website Work; and/or

1.1.3 undertake any copying or other act which takes place as a necessary incident to the acts authorised as rights in 2.1.1 and 2.1.2 above.

1.2 The following restrictions shall apply:

1.2.1 the End User's website must be a free universally available service, but excluding websites that offer news and magazine content, and third party goods and/or services;

1.2.2 the End User must not be associated with any of the following:

- sexually explicit material;
- violence;
- discrimination (including race, sex, religion, nationality, disability, sexual orientation, age);
- any illegal activity;
- politics;
- military activity;
- gambling or gaming; or
- advertising or promotion of drugs, alcohol, tobacco, firearms;

1.2.3 the End User licence shall include the right for NLA to require that a Work is immediately removed from the End User's website and/or Intranet in the event that it is found that the End User's website and/or Intranet contains material that is likely to:

- mislead and/or deceive any person;
- be threatening and/or abusive;
- invade any person's right to privacy;
- render the Cutting potentially libellous or defamatory; or
- be derogatory or could bring the publisher and/or any contributor to the Cutting into disrepute;

1.2.4 Photographs may not be used separately from the Work in which they are included and may only be used when the entire text of the Work is being reproduced;

1.2.5 Works corresponding to the following categories are excluded from this Licence unless the End User is reproducing a full page from a Print Publication and/or a Website:

- advertisements;
- any article that is attributable to any of the following agencies:

Reuters
Thomson Reuters
Press Association
Associated Press (AP)
AFP
Bloomberg
Breaking News

Opta

and any other agency that the Licensor may advise NLA in writing is to be added to this list;

- any article which is attributed to a generic reporter name (e.g. “by a [Print Publication] Reporter” “Special Correspondent”, “by [Print Publication] staff”);
- readers’ letters;
- readers’ comments in blogs;
- cartoons;
- crosswords and other puzzles and games;
- audio or video content;
- sports results, fixtures tables

1.2.8 the End User may only reproduce the Works and any parts thereof as originally published in the Print Publication or Website (including that the rights to use part only of a Work shall only allow the taking of a direct text extract (including headlines) from the Work) and shall not be permitted to alter the meaning, tone or spirit of any Work in any way;

2. The provisions of clauses 3.6 and 3.7 of the general terms of this Mandate do not apply to the extent that the use of the Works by the End User on its website and/or intranet (i) fall outside the Licensed Purposes and/or (ii) can be held to constitute advertising and promotion of the End User’s business.
3. The provisions of clause 4 of the general terms of this Mandate do not apply to the rights granted under this Licence.
4. Notwithstanding the provisions of clause 3.5 of this Mandate it is agreed that the Licensor may terminate this ‘Copying for External Websites and Intranets’ Licence on 3 months’ prior written notice provided that any licence granted by NLA pursuant to the rights granted in this Licence shall continue in full force and effect until such licence could in any event have been terminated by NLA.

ANNEX A

LIST OF PRINT PUBLICATION(S)

[TO BE COMPLETED BY THE LICENSOR]

ANNEX B

LIST OF WEBSITE(S)

[TO BE COMPLETED BY THE LICENSOR]

ANNEX C

LIST OF NEWSWIRE SERVICE(S)

[TO BE COMPLETED BY THE LICENSOR]

ANNEX D

NOTICE LETTER FOR ADDING OR REMOVING PRINT PUBLICATION(S) AND/OR NEWSWIRE SERVICE(S) AND/OR WEBSITE(S)

[To be sent on Licensor headed paper]

NLA media access Ltd
Mount Pleasant House
Lonsdale Gardens
Tunbridge Wells
Kent, TN1 1HJ

Dear Sir/Madam

AMENDMENT TO OUR LIST OF PRINT PUBLICATION(S) / WEBSITE(S)

We hereby give you 30 days' notice pursuant to paragraph 3.9 of the Mandate that we wish to add the following Print Publications(s) to the list of Print Publications in Annex A to the Mandate, and/or Website(s) to the list of Website(s) in Annex B to the Mandate, and/or Newswire Service(s) to the List of Newswire Services in Annex C to the Mandate:

We hereby give you 30 days' notice pursuant to paragraph 3.9 of the Mandate that we wish to delete the following Print Publications(s) from the list of Print Publication(s) in Annex A to the Mandate and/or Website(s) to the list of Website(s) in Annex B to the Mandate and/or Newswire Service(s) to the List of Newswire Services in Annex C to the Mandate:

Yours faithfully

[Insert name and position of signatory, who must be authorised to sign on behalf of the Licensor]

ANNEX E

NLA SPECIAL CONTRIBUTORS SCHEME (revised 2016)

Special Contributors

The NLA recognises that a percentage of material copied from the publications included in its repertoire is the work of freelance contributors who may not have granted rights relevant for NLA licences to the publisher ('Special Contributors'). NLA's 'Special Contributors Scheme' ('SCS') aims to identify the proportion of text and / or photographs which have been copied but to which the publisher does not control the relevant rights, and therefore the proportion of the licence fees collected by NLA which is due to Special Contributors.

Surveys

To determine the proportion of revenue attributable to Special Contributors, NLA will conduct a survey (generally biennially) as follows:

- NLA will collect data from select media monitoring organisations of articles copied over a 7 day period;
- NLA will sort the data by publisher and title;
- subject to the minimum participation threshold (see below) the publisher will be sent a 'ticklist' of articles from a representative selection of the publishers' titles, and the publisher is required to categorise the text and photographs included in such articles by source (e.g. employee, freelancer, agency), and where relevant whether or not the rights have been cleared;
- the ticklists will be audited by an independent surveyor (currently the Audit Bureau of Circulation) who will provide a report on the % of uncleared text and photographs ('Dilution Factor') (noting that there will be a separate Dilution Factor for text and photographs);
- the Dilution Factors derived from the titles included in the ticklists will be applied across other titles included in the publishers' repertoire as applicable.
- additionally the surveyor will select a sample of text and photographs to which the publisher claims to hold rights for the purpose of NLA licences, and the publisher will be required to provide evidence of the grant of rights. The surveyor is the final arbiter as to whether or not the evidence is satisfactory.

The publisher is then required to set aside an equivalent amount to the Dilution Factors from the royalties it has received from NLA over the period covered by the survey ('Special Contributors' Share) and make payments from the Special Contributors Share to the relevant Special Contributors (or the Journalists' Charity – see below).

Payment to Special Contributors

The payments due to individual Special Contributors are calculated using one of the following methods, at the publishers' option:

1. by dividing the sum equally amongst Special Contributors; or
2. by dividing the sum in proportion to the level of each Special Contributor's contribution, which can be measured by reference to either:
 - the quantity of content submitted by each Special Contributor; or
 - the level of fees paid to each Special Contributor

Publishers Obligations

Publishers are requested to facilitate administration of the Special Contributors Scheme by:

- ensuring they accurately complete and return survey data and verification to the surveyor within the specified time period;
- responding promptly to any enquiries from the surveyor or NLA;
- ensuring they retain adequate records of the rights status, payments made and contact details of their Special Contributors;

- once the Special Contributors Share has been notified, making payments promptly to Special Contributors (or the Journalists' Charity);
- making adequate attempts to find Special Contributors that are "gone away" before applying the Orphan Funds process.

If after 90 days' written notice a publisher has failed to comply with any of its obligations under the SCS then the NLA may retain any monies otherwise due to the publisher until such time as the publisher has met its obligations.

Orphan Funds

'Orphan Funds' may accumulate where publishers are unable to make payments to a Special Contributor either because:

- the Special Contributor cannot be identified; or
- the Special Contributor cannot be contacted in order to make the payment; or
- the value of credit due to a Special Contributor over the period is less than £100.

The publisher must make payment of 'Orphan Funds' to the Journalists' charity (but noting that individuals may still claim for payment for up to 6 years from the date the copying took place).

Minimum Participation Threshold

To ensure that the administrative burden associated with the SCS does not inhibit publishers participation in the SCS, any publisher which receives less than £60,000 (net of the NLA's commission and VAT) in the year preceding a survey year will not be required to complete a ticklist unless they elect to do so, but the publisher will instead be provided with the average of other publishers' Dilution Factors as determined by the survey. The publisher is then obliged to make payments to its Special Contributors or the Journalists' Charity (as detailed above) on the basis of this notional Dilution Factor.

Any publisher who receives less than £20,000 in the year preceding the survey year will be exempt from the SCS.

Payment verification

Publishers are asked to confirm the payments made in the form requested by NLA (see sample below).

Indemnity

As set out in the NLA's Mandates each publisher indemnifies the NLA against any claim that may be made against any licensee of the NLA or the NLA itself by anyone asserting that he is a Special Contributor and either he has not received a sum due or that the sum was less than the entitlement.

Modifications

The SCS may be modified by the NLA from time to time at its discretion (including such matters as the frequency of surveys and participation requirements) on written notice to publishers but subject always to the modification not being unreasonably prejudicial to the interests of publishers or Special Contributors.

Sample Publisher's Confirmation of Payment

TO BE TYPED ON PUBLISHER LETTERHEAD

SPECIAL CONTRIBUTORS SURVEY []

I [*name*] being the [*position*] of [*publisher*] hereby confirms that as of [*date*] we have fulfilled our obligations to disburse the sums identified as being due to freelancer contributors and agencies from the Special Contributors Survey conducted in [] as follows:

Total Sums Due to Special Contributors:	£
Sums paid to freelance contributors:	£
No. of freelance contributors paid:	£
Sums paid to agencies:	£
No. of agencies paid:	£
Sums paid to Journalists' Charity:	£

.....

For and on behalf of
[*publisher*]

Date:

To be returned to NLA no later than []

*Please note that NLA is required to publish, in a consolidated form, the data provided by publishers as regards what payments have been made to Special Contributors and/or the Journalists' Charity.