

NLA MEDIA ACCESS – PUBLISHER MANDATE

THIS PUBLISHER MANDATE is made on [date] (the **Commencement Date**).

BETWEEN:

- (1) **NLA MEDIA ACCESS LIMITED**, whose registered office is at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent TN1 1HJ (company number 03003569) (**NLA**); and
- (2) [Name of Publisher], whose registered office is at [Publisher's address] (company number [Publisher's company number]) (**Licensor**),

(each a **Party** and together the **Parties**)

1. SCOPE OF MANDATE

- 1.1 This Publisher Mandate (**Mandate**) sets out the terms and conditions upon which the Licensor grants to NLA the rights set out in the licence option(s) selected below:

TICK	LICENCE	SCHEDULE
	Paper Licence and Electronic Licence ☐ Printed Publication ☐ Newswire Works ☐ Website Works	Schedule 1
	Database, Clipshare and NLA Search Service Licence ☐ Printed Publication ☐ Newswire Works ☐ Website Works	Schedule 2
	Scraping Licence	Schedule 3
	eClips Web Specialist Licence	Schedule 4
	Corporate Website Republishing Licence	Schedule 5
	NLA Database Services for the Visually Impaired	Schedule 6
	NLA Database Services for Schools	Schedule 7

- 1.2 Any reference to this Mandate shall include the Schedules, Appendices and Annexes, save that the Parties shall only be bound by the terms of those Schedules which correspond to the licence(s) selected by the Licensor under clause 1.1 (each a **Licence**).
- 1.3 If there is any conflict, ambiguity or inconsistency between the parts of this Mandate, the following order of precedence shall apply: (a) the front end of the Mandate; (b) the Schedules; and (c) the Appendices and Annexes.

2. DEFINITIONS

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

Clients	the clients of any Client Organisation;
Client Organisation	an MMO, PRC or other professional practice, which provides services to its clients;
Copy/ Copying	a copy or re-use of a Work produced by printing, photocopying, scanning, faxing, or by any other means invented now or in future, and Copying shall be construed accordingly;
End User	an entity other than an MMO which has or requires a User Licence;
Evaluation Service	providing graphical representations to a Client (or Member), 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;
Group Company	any subsidiary or holding company from time to time of the Licensor and any subsidiary or holding company from time to time of that company (where subsidiary and holding company have the meanings set out in section 1159 of the Companies Act 2006);
Internal Use	unless otherwise stated in clause 3.4 or in the attached Schedules, use for internal and/or internal communications purposes, excluding, for the avoidance of doubt, use for any external purpose including publicity or advertising purposes;

Licensed Purposes	has the meaning set out in clause 3.4;
Licensed Work	the Works appearing in or comprising of the applicable Mandated Media licensed under each relevant Licence selected by the Licensor under clause 1.1;
Licensee	an End User, a Client Organisation, or a Member Association, as applicable;
Mandated Media	the Print Publication(s) and/or the Newswire(s) and/or Website(s), as applicable;
Mandated Rights	shall have the meaning set out in clause 3.1;
Members	the members of any Member Association;
Member Association	trade or professional associations, which provide services to members;
Media Monitoring Organisation or MMO	an entity whose business is the supply or making available of information to its clients for a fee, including the supply of copies of articles extracted from print publications and/or websites, the scraping of website content and the supply of scraped content and hyperlinks to articles from websites to its clients;
Newswire	each newswire service as set out in Annex C, as amended from time to time as set out in clause 3.3;
Newswire Works	the Works appearing in or comprising of each Newswire both prior to and during the Term of this Mandate;
NLA Website	www.nlamediaaccess.com and/or any other website operated by or on behalf of NLA, as notified to the Licensor from time to time;
Other Publishers	other publishers who have entered into mandates granting Rights in relation to their Mandated Media (as applicable) to NLA, which for the avoidance of doubt, does not include any Group Company that has not granted Rights to NLA under such mandate;
PRC	a public relations consultancy;
Print Publication	each print publication (including a newspaper publication) listed in Annex A, as amended from time to time as set out in clause 3.3;
Print Publication Works	the Works appearing in or comprising of each Print Publication both prior to and during the Term of this Mandate;
Rights	rights for Copying a Work (whatever the format of its primary publication/production or its Copying), including copyright, database rights and equivalent rights throughout the world for the full period of protection and all extensions, renewals, reversions and revivals, together with all accrued causes of action of such rights;
Reproduction Rights Organisation or RRO	any organisation based outside the United Kingdom which acts as a collective management organisation in relation to the Works, and whose principal business is the licensing of reprographic rights;
Restricted Material	has the meaning set out in clause 6.1;
Special Contributor	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 grant to NLA under this Mandate;
Special Contributors Scheme	NLA's Distribution Scheme for Special Contributors, the rules for which are set out on the NLA Website, as may be amended by NLA from time to time;
Term	has the meaning set out in clause 17.1;
United Kingdom	the United Kingdom of Great Britain and Northern Ireland (including the Channel Islands and the Isle of Man);
User Licence	any licence granted by NLA to a Licensee, as such licences may be introduced, amended, replaced or withdrawn by NLA from time to time;
Website	the website(s) (including any newspaper website) at the URL addresses listed in Annex B, as amended from time to time as set out in clause 3.3;

Website Works

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

Works

any literary or artistic works, any typographical arrangements of published editions, any databases (each as defined in the Copyright, Designs and Patents Act 1988), or any other elements appearing in or comprised of a print publication, newspaper, website or newswire both prior to and during the Term, including any and all advertisements, photographs, cartoon or strip illustrations, graphic designs or illustrations, charts or diagrams, paintings or other artworks.

- 2.2 In this Mandate, the words **including, include, for example, in particular** and words of similar effect shall be construed so that they do not limit the general effect of the words which precede them.
- 2.3 References to this Mandate or any other document is a reference to it as validly varied, supplemented and/or novated from time to time.

3. SCOPE OF LICENCE

- 3.1 The Licensor hereby grants to NLA for the Term the worldwide non-exclusive right to:
- 3.1.1 administer, exploit and enforce the Rights in the Print Publication Works, and/or the Newswire Works, and/or the Website Works solely for the purposes of, and on the terms and conditions set out in, the selected Licence(s), subject to and in accordance with the terms and conditions of this Mandate (the **Mandated Rights**); and
- 3.1.2 enter into User Licences which comply with the terms of the selected Licence(s) and this Mandate.

The Licensor grants the Mandated Rights on its own behalf and on behalf of any other Group Company.

- 3.2 Where the Licensor cannot grant all the Rights in any Work purported to be granted to NLA, then the Licensor's grant of Rights shall take effect as a grant of such Rights as are vested in the Licensor but, notwithstanding any such limitation and without prejudice to the Licensor's obligations in respect of any Restricted Material, the Licensor nevertheless hereby authorises NLA on the terms of this Mandate to grant User Licences and exercise other rights under the selected Licence(s) and this Mandate as if (and references to the Mandated Rights shall be interpreted as if) the Licensor had the ability to grant all such Rights to NLA, and the Licensor agrees to indemnify NLA in accordance with clauses 12, 14.7 and 14.8 below.
- 3.3 The Licensor may at any time add or remove any print publication(s), newspaper(s), newswire (s) and/or website(s) to/from the Mandated Media upon giving at least thirty (30) days' prior written notice to NLA. Unless otherwise agreed between the parties, NLA shall add any such print publication(s), newspaper(s), newswire (s) and/or website(s) to the User Licences then in force on thirty (30) days' prior written notice to the Licensees. NLA shall remove any such print publication(s), newspaper(s), newswire (s) and/or website(s) to/ from the User Licences then in force in accordance with clause 17.4.2.
- 3.4 Unless otherwise stated in the selected Licence(s), NLA agrees that any User Licence which it grants under this Mandate shall be limited to use by:
- 3.4.1 an End User for Internal Use;
- 3.4.2 a Licensee to Copy for the purposes set out in any User Licence, which comply with the terms of the selected Licence(s), the Mandated Rights and this Agreement (including clause 3.5);
- 3.4.3 a Client Organisation or Member Association, for its Clients'/ Members' Internal Use, and for providing an Evaluation Service to such Clients/ Members (as appropriate);
- 3.4.4 a school, college or university, for the purposes of the instruction that it provides for its students; and/or
- 3.4.5 any Licensee to provide Copies to its financial and professional advisors for the purpose of enabling such persons to advise that Licensee,
- (clauses 3.4.1 to 3.4.5. together, the **Licensed Purposes**).
- 3.5 The creation of new promotional materials or advertisements using the Works for distribution to third parties by the Licensees is outside the scope of the Licensed Purposes.
- 3.6 The Parties agree to negotiate (each acting reasonably) an addendum to this Mandate to give full effect to any rights in addition to the Mandated Rights that the Licensor may be willing to grant to NLA, as may arise out of or in connection with any future technology.
- 3.7 The Licensor shall execute and provide all such further documents and take such actions as NLA may reasonably request to give full effect to the Mandated Rights, and to ensure that the Mandated Rights are effectively vested in NLA and for the purposes of evidencing title to the Rights.
- 3.8 The Licensor warrants and represents that it has full capacity, and all authority, permissions, licences and consents necessary to grant the Mandated Rights referred to in this Agreement.
- 3.9 The Licensor may at any time, by prior written notice to NLA, select previously unselected Licence(s) in clause 1.1 and the Mandated Rights shall thereby be deemed to include the selected Licence(s), subject to and in accordance with the other terms and conditions of this Mandate.

4. AGREEMENTS WITH RROS

- 4.1 Subject to clause 4.6, the Licensor agrees that NLA may enter into, and NLA agrees that it has entered into, agreements with RROs under which each RRO shall:
- 4.1.1 be entitled to exercise all or any part of the Mandated Rights in accordance with the terms of this Mandate and the Licence(s) in favour of persons within that RRO's jurisdiction; and
 - 4.1.2 charge to any persons entering into such sublicense, or other arrangement in respect of the Mandated Rights contemplated by clause 4.1.1, with the RRO, a royalty to exercise the Mandated Rights, to the extent permitted by law.

Promptly following Licensor's request, NLA shall provide to the Licensor a list of the RROs with whom it has entered into a direct licensing agreement.

- 4.2 NLA shall account to the Licensor for royalties received from RROs as though NLA had itself collected them within the United Kingdom, subject to NLA's entitlement to make deductions or set-offs in respect of such sums payable under clause 8.

- 4.3 If either:
- 4.3.1 as a result of any direct licensing agreement between the Licensor and an RRO, the Licensor receives monies, and the Licensor benefits from NLA's receipt of the same monies collected by that RRO where such monies are not capable of attribution by NLA to specific titles in NLA's repertoires; or
 - 4.3.2 NLA is at any time obliged to meet a claim to such monies by a third party (such third party may include, by way of example, Special Contributors or a Licensee),

NLA shall be entitled to set off any undisputed 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 monies previously paid to the Licensor. Prior to NLA exercising its right of set off under this clause 4.3, NLA shall provide the Licensor with a reasonable opportunity in advance to dispute such set off amounts and to provide evidence that such set offs should not be made.

- 4.4 The Parties agree that the Licensor and NLA will not both have a direct licensing agreement with RROs for such RROs to grant all or any part of the Mandated Rights for use in the same jurisdiction. If:
- 4.4.1 the Licensor has a direct licensing agreement with an RRO to grant all or any part of the Mandated Rights for use in such RRO's jurisdiction; and
 - 4.4.2 the Licensor wishes (at its sole discretion) for NLA to have such direct licensing agreement with the RRO instead; and
 - 4.4.3 NLA agrees to enter into an agreement directly with that RRO in respect of the Mandated Rights contemplated by clause 4.4.1, in accordance with clause 4.1,
- the Licensor shall terminate its direct licensing agreement with the RRO.

- 4.5 The Licensor may on at least twelve (12) months' prior written notice to NLA withdraw NLA's rights to authorise the exercise of the Mandated Rights by RROs under this clause 4. Such notice must specify the jurisdiction(s) in respect of which such rights are withdrawn. Where it is possible to withdraw rights in less than twelve (12) months, NLA shall (acting reasonably) use reasonable endeavours to enact a shorter notice period with the relevant RRO. In the event of a withdrawal of rights pursuant to this clause 4.5, NLA shall terminate its direct licensing agreements with the relevant RRO(s) in respect of the Mandated Rights and this clause 4 shall continue to apply in relation to any other jurisdiction not specified in the relevant notice. If the Licensor intends to enter into a direct licensing agreement in the applicable RRO jurisdiction(s), it shall ensure that such new agreement does not come into effect until the applicable notice period under this clause 4.5 has elapsed.

- 4.6 Where NLA intends to enter into an agreement with an RRO with whom it had no existing agreement as at the Commencement Date, NLA shall give the Licensor notice of the RRO's name and the jurisdiction covered by the agreement. If, within thirty (30) days of such notice being given, the Licensor gives NLA written notice that it objects to the exercise of the Mandated Rights by that RRO, NLA shall not include the Mandated Rights in its agreement with the RRO.

5. FORMS OF USER LICENCES

- 5.1 NLA may vary the User Licences in force at the Commencement Date and/or introduce new forms of User Licences as it deems fit.
- 5.2 Notwithstanding clause 5.1 and without prejudice to clause 3.1.2, NLA shall ensure that all User Licences at all times comply with the following terms:
- 5.2.1 no such User Licence shall grant Rights wider than, or inconsistent with, the Mandated Rights; and
 - 5.2.2 no User Licence shall require more than twelve (12) months' notice of termination.

6. NLA'S OBLIGATIONS IN RESPECT OF RESTRICTED MATERIAL

- 6.1 The Licensor shall give NLA immediate written notice if at any time the Licensor: (a) wishes to exclude a Work or part of a Work; or (b) becomes aware that the use or possession of a Work or part of a Work within the Mandated

Rights may give rise to legal liability, including in respect of defamation, privacy, breach of confidence, data protection, contempt of court, moral rights or the infringement of intellectual property rights (**Restricted Material**).

6.2 NLA shall ensure that in its User Licences with MMOs there is an obligation to promptly alter or delete all copies of a Work or part of a Work in the MMO's possession or control where the MMO is notified by NLA to do so because that Work or part of a Work is Restricted Material, and NLA shall ensure that it restricts access to such Restricted Material.

6.3 On receipt of written notification from the Licensor in accordance with clause 6.1, NLA shall promptly request that the MMO alter or delete all copies of the relevant Work or part of a Work in its possession or control. The Licensor acknowledges and agrees that NLA shall have no further obligation in respect of such notification.

7. LICENSOR'S USE OF THE WORKS

7.1 Subject to clause 7.2, the Licensor shall be entitled to exercise the Mandated Rights in relation to the Works as it deems fit.

7.2 The Licensor undertakes that for the Term it shall 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 Mandated Rights (as limited to the Licensed Purposes and the selected Licence(s)) for use (i) in the United Kingdom, or (ii) any jurisdiction in which NLA has a direct licensing agreement with an RRO to grant those same Mandated Rights (subject to clause 4.5). For the purposes of this clause 7, **licensing body** and **licensing scheme** shall have the meanings set out in section 116 of the Copyright, Designs and Patents Act 1988.

8. TARIFFS AND ALLOCATION OF REVENUE

8.1 NLA shall be entitled to set such tariffs and charge such fees as it sees fit as consideration for the grant of any User Licence. Such tariffs and fees may distinguish between different types of print publications, newswire and websites. NLA shall keep the Licensor informed of tariffs on the NLA Website.

8.2 NLA shall, as far as reasonably possible, ensure that the revenue it collects can be attributed to the use of a Work from identified Mandated Media, and shall allocate revenue as follows:

8.2.1 where NLA identifies revenue as relating directly to the use of any Work, NLA shall allocate such revenue solely to the relevant Mandated Media; and

8.2.2 where NLA receives payment of composite tariffs or fees, NLA shall allocate such revenue in such proportions as NLA deems fit based on available data as to relative use of Licensees generally or within specific sectors of the business and administrative community, as NLA may gather from time to time.

8.3 The Licensor shall have the option to receive from NLA's auditors a certificate that the auditors are reasonably satisfied that the sums paid by NLA to the Licensor under the Mandate are fair and reasonable and that NLA has duly accounted to the Licensor for sums due to it under this Mandate, provided that the Licensor confirms the same to NLA in writing and the Licensor agrees to any reasonable requirements of NLA's auditors for the issuance of such certificates.

8.4 The Licensor's entitlement under clauses 4.3 and 8.2 shall be subject to the deduction by NLA of such non-disputed sums as NLA determines should be attributed to the use of Works in the Mandated Media in respect of which:

8.4.1 the Licensor appears not to have had the Rights required to permit such use; and

8.4.2 NLA has made (or may become liable to make) payments to other collecting societies or Rights owners in consideration of such use,

provided that the Licensor has a reasonable opportunity in advance to dispute such deductions and provide evidence that such deductions should not be made.

8.5 NLA shall base any deduction under clause 8.4 on surveys and analyses which it conducts (or which are conducted on its behalf) from time to time, and in respect of which, if requested by NLA, the Licensor agrees to provide reasonable co-operation.

8.6 NLA's right to deduct sums under this clause 8 shall in no way be deemed to relieve the Licensor of its obligations to third parties (including Special Contributors) under clause 11 and the Special Contributors' Scheme.

9. NLA'S REMUNERATION

9.1 As remuneration for entering into the User Licences, NLA shall be entitled to retain an amount (**Retention Rate**) equal to 20% of NLA's revenues (net of VAT) charged by NLA under clause 8.1 and which are attributable to the Licensor (including any monies due to Special Contributors), or such other percentage as NLA may notify to the Licensor in writing not less than four (4) months prior to such increase or as otherwise specified in the selected Licence(s). Any fees to which NLA is entitled under the selected Licence(s) shall be payable to NLA in addition to the Retention Rate to which it is entitled under this clause 9.

10. PAYMENT

- 10.1 For each calendar month during the Term, NLA shall notify the Licensor of the sums due to the Licensor under clause 8 and the remuneration due to NLA under clause 9 in respect of the revenue (net of VAT) received by NLA during that calendar month (**Payment Report**).
- 10.2 Within thirty (30) days of the Payment Report, NLA shall issue:
- 10.2.1 a VAT invoice for the remuneration due to NLA under clause 9, issued to the Licensor;
 - 10.2.2 (where the Licensor and NLA have agreed a self-billing arrangement) a VAT invoice for the sums due to the Licensor under clause 8, issued to NLA.
- 10.3 NLA shall pay any sums due to the Licensor net of the remuneration due to NLA and VAT. Payment shall be made within sixty (60) days of issuance of the Payment Report.
- 10.4 In the event that the remuneration due to NLA exceeds the sums due to the Licensor, the Licensor shall pay such difference to NLA. Payment shall be made within fourteen (14) days of receipt of NLA's invoice under clause 10.2.1.
- 10.5 The Licensor acknowledges and agrees that sums paid to it by NLA account for advance payments received by NLA from the Licensees. 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 plus VAT. Should NLA's aggregate entitlement under this clause 10.5 exceed the sum otherwise payable to the Licensor, NLA shall issue an invoice to the Licensor for the outstanding sum, and the Licensor will pay NLA the invoiced amount within fourteen (14) days of the Licensor's receipt of NLA's invoice.
- 10.6 All payments to be made under 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.

11. LICENSOR'S OBLIGATIONS TO THIRD PARTIES

- 11.1 If the Licensor is required to make any payment to a third party in respect of the Mandated Rights (including payment to Special Contributors), the Licensor shall make such payment on a timely basis. NLA shall in no circumstances be liable for such payment.
- 11.2 The Licensor agrees to fulfil the requirements imposed on it as the publisher of the Mandated Media by the Special Contributors Scheme, including by accounting to all Special Contributors for the monies due to them in accordance with the Special Contributors Scheme.
- 11.3 If the Licensor fails to comply with this clause 11, NLA shall notify the Licensor and the Licensor shall have ninety (90) days to remedy such failure. If, on expiry of the ninety (90) days' notice period, the Licensor has not remedied its failure to comply, NLA may, as it deems fit, withhold payment of some or all of the sums which would otherwise be due to the Licensor under clause 8.
- 11.4 NLA shall be entitled at any time, on giving ninety (90) days' notice to the Licensor, to modify the Special Contributors Scheme, provided that any modification is not unreasonably prejudicial to the interests of the Licensor, Other Publishers or Special Contributors.
- 11.5 Any Licensor who has opted-out or otherwise is not required to participate in the Special Contributors Scheme, in accordance with the rules of such scheme, shall not be subject to clauses 11.2 to 11.4.

12. INDEMNITIES

- 12.1 The Licensor agrees to indemnify, keep fully indemnified, and hold harmless and defend NLA 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 resulting directly from:
- 12.1.1 a breach by the Licensor of clause 11 or any claim that may be brought against NLA under or in connection with the Special Contributors Scheme or otherwise brought by a Special Contributor, his heirs or assigns insofar as such claim relates to the Mandated Media; or
 - 12.1.2 a breach by NLA of (or otherwise under or in connection with) any User Licences arising from or in connection with NLA exercising the Mandated Rights or purporting to license the use of a Work notwithstanding that the Rights in such Work were not vested in the Licensor or that the Licensor was not otherwise empowered to authorise such licensing by NLA; or
 - 12.1.3 any indemnity given by NLA in a User Licence insofar as NLA's liability thereunder relates to the use of a Work under a Mandated Right licensed by the Licensee under this Mandate;
 - 12.1.4 any breach caused by the Licensor of NLA's confidentiality obligations under any User Licence between NLA and a Licensee, where such breach is caused by or arises from or in connection with the Licensor's use of information other than as permitted by the terms and conditions of this Mandate; or
 - 12.1.5 any breach of third-party rights (including in respect of defamation, privacy, breach of confidence, data protection, contempt of court, moral rights or infringement of intellectual property rights) relating to any Work or any part of any Work which results from NLA exercising the Mandated Rights.

- 12.2 The Licensor's liability under clause 12.1 does not extend to any claims to the extent and in so far as any such claim is a direct result of a material breach by NLA of its obligations under clause 6 and/or clause 3.4 and/or 12.3 of this Mandate, and/or of (to the extent that it applies) clause 4.1 of the Licence set out in Schedule 2.
- 12.3 NLA shall:
- 12.3.1 promptly notify the Licensor in writing as soon as it becomes aware of any such claim subject to clause 12.1;
 - 12.3.2 not compromise or settle any such claim, or make any admission of liability, in each case, without the Licensor's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed;
 - 12.3.3 provide at the Licensor's cost and expense all reasonable assistance and any necessary documentation required in the defence and settlement of such claim; and
 - 12.3.4 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, such consent not to be unreasonably withheld or delayed.

13. ADVERTISEMENT

- 13.1 The Licensor will use reasonable efforts, where it deems appropriate to promote the licensing scheme operated by the NLA, including publishing in the relevant Mandated Media advertisements of sufficient size, prominence and frequency to adequately promote NLA's licensing scheme, and publish with such advertisements the following notice "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.

14. ENFORCEMENT ACTIONS

- 14.1 The Parties acknowledge and agree that it may be necessary to undertake certain activities in pursuit of dispute resolution in connection with the exercising and/or enforcement of Mandated Rights and under the User Licences, including civil and criminal proceedings or arbitration (**Enforcement Actions**).
- 14.2 The Licensor hereby:
- 14.2.1 grants to NLA the right to bring Enforcement Actions, independently of the Licensor, provided that NLA has given the Licensor advance notice; and
 - 14.2.2 agrees that the Licensor shall not undertake Enforcement Actions, other than as expressly requested by NLA or in accordance with the provisions of clause 14.
- 14.3 At NLA's request, the Licensor shall promptly provide (or if appropriate shall promptly procure that its relevant Group Company shall provide) all assistance which NLA may reasonably require in preparing, commencing or continuing Enforcement Actions, including:
- 14.3.1 being joined (or procuring that the relevant Group Company be joined) as a passive co-claimant or co-defendant to Enforcement Actions;
 - 14.3.2 providing access (or procuring access in the case of documents controlled by a Group Company) to all such documents as NLA may reasonably consider necessary or desirable for the purposes of evidencing title to any Rights in respect of any Work;
 - 14.3.3 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 Special Contributors and employees of any of the Group Companies, in connection with evidencing authorship of the Works concerned; and
 - 14.3.4 executing and providing all such further documents and taking such actions (or procuring that the relevant Group Company shall execute and provide such further documents or take such actions) as NLA may reasonably request for ensuring the Mandated Rights are effectively vested in NLA and/or for the purposes of evidencing title to any Rights in respect of any Works concerned.
- 14.4 Where NLA takes an Enforcement Action under clause 14.3, NLA agrees to:
- 14.4.1 except where otherwise provided in this clause 14, bear the costs of Enforcement Actions; and
 - 14.4.2 keep the Licensor who owns the relevant rights informed of such matters in relation to any Enforcement Action as are relevant to the Licensor as owner of the relevant rights and as publisher of the Mandated Media, so far as is reasonably practicable.
- 14.5 If NLA does not take an Enforcement Action, the Licensor may notify NLA in writing that it wishes to do so, and take such Enforcement Actions at its own cost and expense if:
- 14.5.1 within fourteen (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 Action; or
 - 14.5.2 within one (1) month from the date of knowledge of the infringement, NLA has notified the Licensor of an 'intention to commence' but no preliminary measures have been commenced by NLA.
- 14.6 Where the Licensor takes an Enforcement Action under clause 14.5, NLA agrees that:
- 14.6.1 at the Licensor's request NLA shall promptly provide all reasonable assistance as the Licensor may reasonably require in preparing, commencing or continuing such Enforcement Action; and
 - 14.6.2 the Licensor may retain any damages or other settlement sums awarded to the Licensor in respect of such Enforcement Action.

14.7 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 of NLA's unrecovered costs on an indemnity basis, be distributed to the Licensor and Other Publishers in accordance with clauses 8, 9 and 10.

14.8 Without prejudice to clause 12, 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 any Rights in any Work were not vested in the Licensor or validly licensed to NLA.

15. LICENSOR'S LICENCE

15.1 During the Term, the Licensor:

- 15.1.1 shall be entitled to a royalty-free, non-exclusive licence of the Rights in relation to the licensed publications of the Other Publishers (excluding non-newspaper publishers), that have been granted to NLA in respect of their selected licences under their current and equivalent mandates, in the form of User Licences; and
- 15.1.2 acknowledges and agrees that all Other Publishers (excluding non-newspaper publishers) with current and equivalent mandates shall be entitled to a royalty-free, non-exclusive licence of the Mandated Rights in relation to the licensed publications of the Licensor that have been granted to NLA in respect of their selected Licences, in the form of User Licences.

16. TRADE MARKS

16.1 The Licensor hereby grants to NLA a royalty-free, non-exclusive, non-transferable, sub-licensable only in respect of the Licensees and RROs, worldwide licence to use the trading names, marks, brands and logos owned by or licensed to the Licensor, and forming part of the Mandated Media (including all components of the mastheads of the Mandated Media), whether registered or unregistered (**Trade Marks**) to the extent necessary to enable NLA to: (i) publicise and operate its licensing scheme; and (ii) comply with its obligations under this Agreement, the Licence(s) and the User Licences and exercise the Mandated Rights.

16.2 NLA warrants that its use of the Trade Marks as set out in clause 16.1 shall bring neither the Licensor nor the Trade Marks into disrepute.

17. TERM AND TERMINATION

17.1 This Mandate shall commence on the Commencement Date and shall continue in full force and effect unless and until it is terminated in accordance with the terms of this Mandate (**Term**).

17.2 Either Party may terminate this Mandate as a whole, or any Licence(s) under this Mandate, upon giving at least three (3) months' prior written notice to the other Party. Upon termination of any Licence(s), the terms and conditions of this Mandate and remaining selected Licence(s) shall continue to apply, and termination of the Licence(s) shall not otherwise result in termination of this Mandate or otherwise affect the obligations between the Parties under this Mandate (save where terminated in accordance with clause 17.3 below). Upon termination of this Mandate, the terms and conditions of any remaining selected Licence(s) shall continue to apply until the selected Licence(s) terminate or expire in accordance with their terms.

17.3 Either party may terminate this Mandate with immediate effect by notice in writing to the other party if the other party is subject to any event of insolvency; an assignment for the benefit of creditors; the appointment of a trustee, manager, liquidator, administrator, administrative receiver or receiver; or any similar event, including being unable to pay debts as they fall due or any arrangement or formal compromise between creditors that is not dismissed within seven (7) days of being instituted.

17.4 On termination of any selected Licence(s), any Mandated Media, or this Mandate as a whole, it is acknowledged and agreed by the Parties that:

- 17.4.1 such termination shall not affect any accrued rights or liabilities of either Party in respect of the Licence(s) or this Mandate, which may exist at or before the date of termination; and
- 17.4.2 without prejudice to clause 17.2, the Rights under the selected Licence(s) or this Mandate (whichever is terminated) shall revert to the Licensor provided, in each case, that any User Licence granted by NLA under the selected Licence(s) or this Mandate prior to the date of termination shall continue in full force and effect, subject to the ongoing payment of any amounts owed to the Licensor pursuant to clause 8, until the earliest date upon which such User Licence may be terminated by NLA in accordance with the terms of the User Licence.

17.5 The consent or approval of any Special Contributor shall not be required to terminate this Mandate or any Licence.

17.6 Any provision of this Mandate and Licence(s) that, in each case, expressly or by implication is intended to come into or continue in force on or after its termination or expiry (including, in the case of the Mandate, clauses 2, 12, 14, 17, 18 and 20 to 22 (inclusive)) shall remain in full force and effect.

18. CONFIDENTIALITY

- 18.1 In this clause 18, **Confidential Information** means any and all commercially confidential or sensitive information of whatsoever nature (whether oral, written or in any other form (whether eye- or machine-readable)), including any compilation of otherwise public information in a form not seen in the public domain and any trade secrets, and any information that would be regarded as confidential by a reasonable business person.
- 18.2 The Licensor agrees that it shall not:
- 18.2.1 use for the purposes of competing with the business of any MMO; or
 - 18.2.2 disclose to any third party, other than a professional adviser; or
 - 18.2.3 use in any way which creates or is likely to create a conflict of interest,
- any Confidential Information which NLA has obtained from its Licensees and which NLA provides to the Licensor, including any information relating to the Clients of MMOs.
- 18.3 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. Without prejudice to clause 18.2, the Licensor agrees that it shall not disclose to any third party, other than a professional adviser, any Confidential Information which NLA provides to the Licensor.
- 18.4 The Parties' obligations in this clause 18 shall not apply to information which:
- 18.4.1 is already known to the receiving party at the time the other party provides it; or
 - 18.4.2 enters into the public domain other than as a breach of clause 18.2 or 18.3; or
 - 18.4.3 is received by the receiving party from a third party on a non-confidential basis; or
 - 18.4.4 is disclosed pursuant to any judicial or government request, requirement or order.
- 18.5 Any breach of this clause 18 shall constitute a material breach of this Mandate.

19. ASSIGNMENT AND SUB-LICENSING

- 19.1 Subject to clause 4, NLA shall not assign or license or sub-license the benefit of this Mandate or otherwise transfer its rights or obligations to any third person without the Licensor's prior written consent.
- 19.2 Without prejudice to the generality of clause 19.1 above, and to the extent relevant to the Mandated Media, the Licensor acknowledges and agrees that NLA has appointed Copyright Licensing Agency Limited (**CLA**) as its agent to license the Mandated Rights to educational establishments (including to schools and higher educational establishments).
- 19.3 The Licensor shall notify NLA of any Change of Control as soon as reasonably practicable, and the Parties shall work together, each acting reasonably, to agree any changes to or acts required to give effect to this Mandate and to the selected Licence(s). **Change of Control** means any change in the entity or entities having control of the Licensor, directly or indirectly, whether through intermediaries or not, by holding a majority ownership of the Licensor, or exercising a decisive influence over the business of the Licensor by any other means.

20. LIMITATION OF LIABILITY

- 20.1 Except as expressly provided in this Mandate, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Mandate. NLA makes no representation or warranties as to the number of User Licences that it shall issue and/or the revenue that shall be allocated to the Licensor under this Mandate.
- 20.2 Nothing in this Mandate excludes the liability of either Party for: death or personal injury caused by that Party's negligence; fraud and fraudulent representation; or for any other liability the exclusion of which is prohibited by law.
- 20.3 Subject to clause 20.2, neither Party shall in any circumstances be liable, whether in tort (including for negligence of breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any indirect, special, or consequential loss, costs, damages, charges or expenses.
- 20.4 Subject to clauses 20.2 and 20.3, NLA's total aggregate liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for all breaches arising out of or in connection with the performance or contemplated performance of this Mandate in each Contract Year shall in all circumstances be limited to the total amount paid by NLA to the Licensor in the preceding 12 months of the first breach occurring in such Contract Year. **Contract Year** means each consecutive twelve (12) month period commencing on the Commencement Date and each anniversary of the Commencement Date. NLA's total aggregate liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for all breaches arising out of or in connection with the performance or contemplated performance of this Mandate in the first Contract Year of this Mandate shall be limited to the total amount paid by NLA to the Licensor in the first Contract Year.

21. DATA PROTECTION

- 21.1 Each Party agrees that, to the extent that it processes personal data under or in connection with the performance of this Mandate, it shall do so in accordance with Data Protection Law. The Parties intend that they shall each act as a separate controller in respect of such processing and shall co-operate with each other (each acting reasonably) regarding their compliance with Data Protection Law. NLA reserves the right to require the Licensor to enter into such additional data processing documentation as it considers necessary or desirable to comply with Data Protection Law. **Data Protection Law** means the UK General Data Protection Regulation, the Data Protection Act 2018 and other applicable data protection law as amended and updated from time to time.

22. GENERAL

- 22.1 At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party (including any Group Company) shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Mandate and the selected Licence(s).
- 22.2 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing. 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 operate as a waiver of any breach or default by the other.
- 22.3 The rights and remedies herein provided are cumulative and not exclusive of each other, nor of any rights or remedies provided by law.
- 22.4 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. Notwithstanding the foregoing, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.
- 22.5 The Parties do not intend that any term of this Mandate shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Mandate. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 22.6 This Mandate and any documentation referred to in it constitutes the full agreement and understanding of the Parties and (save as to any rights vested or liabilities already accrued as provided by clause 17.4.1 and as contemplated by clause 20.4) supersedes and extinguishes with effect from the Commencement Date any previous agreement granted by the Licensor to NLA to permit the issue of Licences on the Licensor's behalf.
- 22.7 Except as otherwise agreed in this Mandate, neither Party shall be entitled to make a change to this Mandate except in writing signed by duly authorised representatives of both Parties.
- 22.8 This Mandate and any dispute or claim (including non-contractual disputes or claims) arising from or in connection with it or its subject matter or formation shall be governed by and construed in accordance with laws of England and Wales. Any dispute or claim arising out of or in connection with the Mandate or its subject matter or formation (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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

1. DEFINITIONS

In this Paper and Electronic Licence, the following words and expressions shall have the following meanings (and all other defined terms shall have the same meaning as under the Mandate):

Image Scanning	the process of digital scanning by any means in order to produce a non-searchable, non-amendable, "read-only" version of a Work;
Paper Delivery	delivery of a Copy by hand delivery, post, courier, DX or fax (but not E-Fax);
Personnel	any employee and any worker or consultant engaged by an entity, where "worker" has the meaning given to it by the Employment Rights Act 1996 and "consultant" means an individual providing consultancy services to that person;
Scanned Image/Text Text Scanning	the digital file produced as a result of Image/Text Scanning; applying software to a Work to convert the Work into ASCII text which can be searched and amended (including Optical Character Recognition (OCR) scanning).

2. GRANT OF RIGHTS

2.1 The Licensor hereby grants to NLA a worldwide non-exclusive licence of the Rights in the Licensed Works only to authorise the Licensees, for the Licensed Purposes, to:

- 2.1.1 make and store Copies (including print paper Copies of Website Works);
- 2.1.2 in the case of Client Organisations and/or Member Associations, deliver Copies to Clients or Members (as appropriate) by Paper Delivery (including print paper Copies of Website Works);
- 2.1.3 subject any Licensed Work to Image Scanning;
- 2.1.4 subject any Licensed Work to Text Scanning and use the Scanned Text only to:
 - 2.1.4.1 search for Licensed Works which are relevant to the End User; and
 - 2.1.4.2 in the case of Client Organisations and/or Member Associations, (i) search for Licensed Works which are relevant to their Clients/ Members; and/or (ii) provide an Evaluation Service to the Clients/ Members.
- 2.1.5 in the case of Client Organisations and/or Member Associations, reproduce or alter (including by making changes to size) the typographical arrangement or layout of any Scanned Image to include making small thumbnail images depicting the page from which the Licensed Work was obtained;
- 2.1.6 receive and/or transmit and/or broadcast and/or make available and/or otherwise communicate to the public electronically Scanned Images for the purposes of electronically storing in and/or displaying Scanned Images on electronic devices to Personnel, Clients and/or Members, and permit access to such Scanned Images by such persons on electronic devices;
- 2.1.7 electronically store and access any scanned Licensed Work; and
- 2.1.8 do any Copying or other act which takes place as a necessary incident to the acts authorised as rights in clauses 2.1.1 – 2.1.7.

SCHEDULE 2: DATABASE LICENCE, CLIPSHARE LICENCE AND SEARCH SERVICE LICENCE

1. DEFINITIONS

In this Database Licence the following words and expressions shall have the following meanings (and all other defined terms shall have the same meaning as under the Mandate):

ClipShare Service	the provision under licence to Other Publishers who have granted a ClipShare licence of: (a) access to the Database Works and Text-only Versions of the Database Works and works of Other Publishers in the NLA Databases; (b) permission to make hard copies and/or send links of the Database Works, Text-only Versions of the Database Works and works of Other Publishers; and/or (c) permission to search the NLA Databases and/or daily feeds;
Database Works	any and all Mandated Media set out in Appendix 2 to this Database Licence, as amended from time to time as set out in clause 6.1.5 of this Database Licence;
NLA Databases	NLA's electronic database(s) of the Works appearing in or comprising of any of the Mandated Media, including the Database Works;
NLA Database Service	the provision under licence to the Licensees of: (a) daily XML feed containing details of Database Works in the NLA Databases; (b) a daily image data service (or other similar format) feed containing Database Works in the NLA Databases; (c) access to digital images of Database Works in the NLA Databases; (d) permission to make Paper Copies and/or send hyperlinks of Database Works; and/or (e) permission to search the NLA Databases and/or daily feeds;
Search Service	the provision under licence to Licensees of: (a) permission to search the NLA Databases; (b) access to the Database Works and Text-only Versions of the Database Works in the NLA Databases; and (c) permission to make hard copies of Database Works and Text-only Versions of the Database Works; and
Text-Only Version	a version of a Licensed Work which comprises no elements other than the text included in that Licensed Work, 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 artworks.

2. GRANT OF RIGHTS

2.1 The Licensor hereby grants to NLA a worldwide non-exclusive licence of the Rights in the Works in the Database Works only for the purposes of providing the NLA Database Service, the ClipShare Service and/or the Search Service (as applicable according to the licence options selected in paragraph 1.1 of this Mandate), to:

- 2.1.1 Copy or re-utilise those Database Works;
- 2.1.2 receive and store electronic copies of those Database Works;
- 2.1.3 compile, structure, maintain, edit, add, or remove those Database Works (at NLA's absolute discretion but subject always to the Licensor's rights in clause 6 of this Database Licence) and exploit the NLA Databases;
- 2.1.4 use the NLA Databases to create Text-Only Versions of those Database Works;
- 2.1.5 communicate or issue copies of the Database Works to Other Publishers for so long as those Other Publishers have granted a ClipShare Licence or Database Licence under their Mandates to Licensees;
- 2.1.6 authorise or enable access by the Licensees to those Database Works contained in the NLA Databases for the Licensed Purposes;
- 2.1.7 authorise or enable access by Other Publishers to the Database Works contained in the NLA Databases, for so long as those Other Publishers have granted a ClipShare Licence or Database Licence under their Mandates for the Licensed Purposes;
- 2.1.8 authorise Client Organisations and/or Member Associations to authorise or enable access by Clients and/or Members to those Database Works contained in the NLA Databases for the Licensed Purposes and/or to authorise or enable their Clients and/or Members to store a Copy or electronic Copy of such Database Works for the Licensed Purposes;
- 2.1.9 authorise Licensees to store and access a Copy or electronic Copy of the Database Works for the Licensed Purposes only;

- 2.1.10 make an adaptation of any electronic Copy of a Database Work received from the Licensor, and do any act in relation to such an adaptation of a Database Work which is permitted in relation to the Database Work itself by this clause 2.1;
- 2.1.11 do any Copying or other act which takes place as a necessary incident to the acts authorised as rights in this clause 2.1; and
- 2.1.12 authorise any third party engaged by NLA to undertake work in relation to the NLA Databases to do any of the acts referred to in this clause 2.1 on NLA's behalf.

3. PAYMENT

- 3.1 The Licensor shall pay to NLA the relevant database fee for each of the Database Works annually, as set out in Appendix 2 to this Database Licence, and NLA may amend the levels of the database fee for any or all of the Database Works by giving the Licensor at least thirty (30) days' prior written notice.
- 3.2 If it is agreed between the Parties that one or more Mandated Media are to be added to the list of Database Works, under clause 6.1 of this Database Licence, NLA shall promptly (and in any event within thirty (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 Mandated Media.
- 3.3 NLA shall be entitled to set off any underpayments of the database fee against any amounts due to the Licensor under clause 10 of this Mandate.

4. LIMITATIONS TO GRANT OF RIGHTS

- 4.1 NLA's rights to edit and make adaptations of the Database Works in clauses 2.1.3 and 2.1.10 of this Database Licence:
 - 4.1.1 shall only allow NLA to make such alterations as are reasonably deemed necessary for the efficient running of the NLA Databases; and
 - 4.1.2 shall not allow NLA to intentionally alter the meaning, tone or spirit of any individual Database Work in any way, and NLA shall use all reasonable endeavours not to unintentionally alter the meaning, tone or spirit of any individual Database Work in any way.

5. SUPPLY

- 5.1 The Licensor shall supply NLA with electronic Copies of the Database Works for the Mandated Media, in accordance with the production schedule of the relevant Licensed Work, which for a Website Work, is on a daily basis, and as set out in Appendix 1 to this Database Licence.

6. LICENSOR'S RIGHTS

- 6.1 The Licensor shall have the right to:
 - 6.1.1 receive the ClipShare Service, provided it agrees in writing to and complies with the terms of NLA's standard ClipShare Licence;
 - 6.1.2 request that NLA edit, and NLA shall then edit, its own Database Works from the NLA Databases;
 - 6.1.3 receive copies of its own Database Works contained in the NLA Databases, upon written request and at no charge to the Licensor, save for agreed costs which directly and solely arise from supply under this clause 6.1;
 - 6.1.4 restrict or delay access to certain Database Works, or certain categories of Database Works, generally or by reference to the type of Licensee permitted to access them; and/or
 - 6.1.5 request that NLA add or remove, and NLA shall then add or remove, the Licensed Works to/from the list of Database Works on at least thirty (30) days' prior written notice to NLA.
- 6.2 NLA shall use reasonable endeavours to procure that any unlicensed persons are not able to access the NLA Databases, and that persons notified by the Licensor to NLA are only able to access any Database Works in the NLA Databases to which the Licensor has not restricted access.

7. OWNERSHIP

- 7.1 Subject to clause 7.3 below, the Licensor agrees that NLA owns and shall remain the owner of the NLA Databases, the ClipShare Service and the Search Service, and all right, title and interest including any and all intellectual property rights or related rights in or underlying the NLA Databases, the ClipShare Service and the Search Service, including trade marks, database rights and copyright (together, the **Database Property Rights**).
- 7.2 The Licensor hereby assigns to NLA with full title guarantee 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.
- 7.3 The Parties agree that:

- 7.3.1 The Database Property Rights expressly exclude the Rights and all other intellectual property rights in the individual Licensed Works which are included in the Database, all of which shall remain owned by the Licensor or its third party licensors (as applicable); and
- 7.3.2 the Licensor shall continue to own or otherwise have the right to use all intellectual property rights and database rights in any databases belonging to the Licensor or licensed to the Licensor (as applicable).

SCHEDULE 2 - APPENDIX 1: DELIVERY OF CONTENT

1. The Licensor shall supply to NLA Copies of: (a) Print Publication Works, in PDF format via FTP; and/or (b) Website Works, in XML format via FTP; and/or (c) such Works in an alternative delivery mechanism agreed in advance in writing between the Parties.
2. The Licensor shall 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. The Licensor shall be responsible for all reasonable costs incurred by NLA resulting from such changes.
3. The Licensor shall provide a technical production contact who shall be available to endeavour to resolve any production issues in the production delivery period, and where possible as part of the twenty-four (24) hour cover provided to NLA.
4. The Licensor acknowledges and agrees that reliable delivery in a consistent file naming format is a requirement for efficient processing by NLA and the Licensor agrees that it shall ensure its systems for delivering content are robust and fit for the purpose of enabling such delivery.
5. NLA acknowledges and agrees that any demands made on the Licensor to support delivery of content to NLA must be consistent with wider commercial operations, and NLA shall take reasonable measures to minimise support requirements.

**SCHEDULE 2 - APPENDIX 2: LIST OF DATABASE WORKS
AND DATABASE FEES**

DATABASE WORK (PRINT PUBLICATION TITLE, NEWSWIRE OR WEBSITE)	DATABASE FEE (£, PER ANNUM)

SCHEDULE 3: SCRAPING LICENCE FOR WEBSITE WORKS

1. DEFINITIONS

In this Scraping Licence, the following words and expressions shall have the following meanings (and all other defined terms shall have the same meaning as under the Mandate):

Consumer Service Providers	entities who provide links direct to consumers through a free web-based service;
Personnel	any employee and any worker or consultant engaged by an entity, where "worker" has the meaning given to it by the Employment Rights Act 1996 and "consultant" means an individual providing consultancy services to that person;
Scrape	to extract content and other 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	content and other data that has been Scraped from Website Works; and
Web Page	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.

2. GRANT OF RIGHTS

2.1 The Licensor hereby grants to NLA a worldwide non-exclusive licence of the Rights in the Website Works to:

- 2.1.1 authorise MMOs to Scrape the Website Works for the Licensed Purposes only;
- 2.1.2 authorise MMOs to Copy, store, index and search the Scraped Content for the Licensed Purposes only;
- 2.1.3 authorise MMOs to provide the Scraped Content to third parties to exercise the rights in clause 2.1.4 below for the Licensed Purposes only;
- 2.1.4 authorise Client Organisations or Member Associations to use the Scraped Content to search for the Website Works which are relevant to their Clients or Members for the Licensed Purposes only;
- 2.1.5 authorise MMOs to provide Scraped Content to Consumer Service Providers;
- 2.1.6 authorise Consumer Service Providers to use the Scraped Content to search the Website Works;
- 2.1.7 authorise Client Organisations or Member Associations to authorise or enable their Clients or Members to store a Copy or electronic Copy of the Scraped Content for the Licensed Purposes only;
- 2.1.8 authorise End Users to store and access a Copy or electronic Copy of the Scraped Content for the Licensed Purposes only;
- 2.1.9 provide, and authorise Client Organisations or Member Associations to provide, hyperlinks to Website Works to End Users;
- 2.1.10 provide, and authorise Client Organisations or Member Associations to provide, hyperlinks to Website Works to End User intranets;
- 2.1.11 authorise End Users to retrieve display and use the Website Works for the Licensed Purposes only;
- 2.1.12 authorise the Licensees to store, index and search the Scraped Content and systematically send hyperlinks of the Website Works in emails and/or otherwise transmit hyperlinks to Personnel of End-Users, Clients and/or Members, for the Licensed Purposes only;
- 2.1.13 to authorise Consumer Service Providers to include in their websites Links to Website Works which may only be accessed by third parties free of charge; and
- 2.1.14 do any Copying or other act which takes place as a necessary incident to the acts authorised in this Scraping Licence.

SCHEDULE 4: ECLIPS WEB SPECIALIST SERVICE LICENCE FOR WEBSITE WORK(S)

1. DEFINITIONS

In this eClips Licence, the following words and expressions shall have the following meanings (and all other defined terms shall have the same meaning as under the Mandate and Schedule 2 (Database Licence)):

eCWS Website(s)	any and all Website(s) set out in Appendix 2 to this eClips Licence, as amended from time to time under clause 6.1 of this eClips Licence;
eCWS Website Works	the Works appearing in or comprising of each eCWS Website both prior to and during the Term of this Mandate;
eCWS Subscription Fees	the subscription fees to be paid to NLA by MMOs to access the eCWS Website(s);
NLA Database Service	means the provision under licence to the Licensees of: (a) a daily XML feed containing details of Works in the Web Database; (b) a daily image data service (or other similar format) feed containing Works in the Web Database; (c) access to digital images of Works in the Web Database; (d) permission to make Paper Copies, and/or send hyperlinks of Works in the Web Database; and/or (e) permission to search the Web Database and/or daily feeds;
Web Database	NLA's electronic database of Website Works.

2. GRANT OF RIGHTS

- 2.1 The Licensor hereby grants to NLA a worldwide non-exclusive licence of the Rights in Website Works from the eCWS Websites to include those Website Works in the NLA Database Service only for the purpose of providing those Website Works to MMOs and End Users as part of the NLA Database Service and for the Licensed Purpose, including the rights to:
- 2.1.1 Copy or re-utilise those Website Works;
 - 2.1.2 receive and store electronic Copies of those Website Works;
 - 2.1.3 compile, structure, maintain, add, edit or remove those Website Works (at NLA's absolute discretion but subject always to the Licensor's rights in clause 6 of this eClips Licence) and exploit the Web Database;
 - 2.1.4 use the Web Database to create Text-Only Versions of Website Works;
 - 2.1.5 authorise or enable access by the Licensees to Website Works contained in the Web Database for the Licensed Purposes;
 - 2.1.6 authorise Client Organisations and Member Associations to authorise or enable access by their Clients or Members to Website Works contained in the Web Database, and/or to authorise or enable their Clients or Members to store a Copy of electronic Copy of such Website Works for the Licensed Purposes only;
 - 2.1.7 authorise Licensees to store and access a Copy or electronic Copy of Website Works for the Licensed Purposes only;
 - 2.1.8 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 clause 2.1;
 - 2.1.9 do any Copying or other act which takes place as a necessary incident to the acts authorised as rights in this clause 2.1; and
 - 2.1.10 authorise any third party engaged by NLA to undertake work in relation to the Web Database to do any of the acts referred to in this clause 2.1 on NLA's behalf.
- 1.2 It is acknowledged and agreed by the Licensor that, where the Licensor has a paywall on its website(s): (a) MMOs shall not be required to pay a separate subscription to the Licensor for access to the eCWS Website Works; and (b) their Clients shall not be required to pay a separate subscription to the Licensor for access to the eCWS Website Works received from their MMO.

3. LIMITATIONS TO GRANT OF RIGHTS

- 3.1 NLA's rights to edit and make adaptations of the Website Works in clauses 2.1.3 and 2.1.8 of this eClips Licence:
- 3.1.1 shall only allow NLA to make such alterations as are reasonably deemed necessary for the efficient running of the Web Database; and

- 3.1.2 shall not allow NLA to intentionally alter the meaning, tone or spirit of any individual Website Work in any way and NLA shall use all reasonable endeavours not to unintentionally alter the meaning, tone or spirit of any individual Website Work in any way.

4. FEES

- 4.1 In consideration of the Rights granted to NLA under this eClips Licence, 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 Website Works.
- 4.2 The provisions of clause 9 of the Mandate shall not apply to the eClips Web Specialist Service Subscription Fees but NLA shall otherwise report and make payment to the Licensor for its share of the eClips Web Specialist Service Subscription Fees in accordance with the provisions of clause 10 of the Mandate.

5. SUPPLY

- 5.1 The Licensor shall supply NLA with electronic Copies of the eCWS Website Works on a daily basis as set out in Appendix 1 to this eClips Licence.

6. LICENSOR'S RIGHTS

- 6.1 The Licensor shall have the right to:
- 6.1.1 request that NLA edit, and NLA shall then edit, its own Website Works from the Web Database;
- 6.1.2 receive, upon written request and at no charge to the Licensor save for agreed costs which directly and solely arise from supply under this clause 6.1, Copies of Website Works contained in the Web Database;
- 6.1.3 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
- 6.1.4 request that NLA add or remove, and NLA shall then add or remove, Website(s) to/from the list of eCWS Websites on at least thirty (30) days' prior written notice to NLA.
- 6.2 NLA shall use reasonable endeavours to procure that any unlicensed persons are not able to access the Web Database, and that persons notified by the Licensor to NLA are only able to access any Website Works in the Web Database to which the Licensor has not restricted access.

7. OWNERSHIP

- 7.1 Subject to clause 7.3 of this Schedule, the Licensor agrees that NLA owns and shall remain the owner of the Web Database, and all right, title and interest including any and all intellectual property rights or related rights in or underlying the Web Database including trade marks, database rights and copyright (**Web Database Property Rights**). For the avoidance of doubt, the Licensor shall continue to own all intellectual property rights and database rights in any databases belonging to the Licensor.
- 7.2 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.
- 7.3 The Parties agree that:
- 7.3.1 the Web Database Property Rights expressly exclude the Rights and all other intellectual property rights in the individual Website Works which are included in the Web Database, all of which shall remain owned by the Licensor or licensed to the Licensor (as applicable); and
- 7.3.2 the Licensor shall continue to own or otherwise have the right to use all intellectual property rights and database rights in the Websites belonging to the Licensor or licensed to the Licensor.

SCHEDULE 4 - APPENDIX 1: ECLIPS WEB SPECIALIST SERVICE
DELIVERY OF CONTENT

1. The Licensor shall supply Copies of Website Works to NLA in XML format via FTP or an alternative delivery mechanism agreed in advance in writing between the Parties.
2. The Licensor shall 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. The Licensor shall be responsible for all reasonable costs incurred by NLA resulting from such changes.
3. The Licensor shall provide a technical production contact who shall be available to endeavour to resolve any production issues in the production delivery period, and where possible as part of the twenty-four (24) hour cover provided to NLA.
4. The Licensor acknowledges and agrees that reliable delivery in a consistent format is a requirement for efficient NLA processing and the Licensor agrees that it shall ensure that its systems for delivering content are robust and fit for the purpose of enabling such delivery.
5. NLA acknowledges and agrees that any demands made on the Licensor to support delivery of content to NLA must be consistent with wider commercial operations and agrees that NLA shall take reasonable measures to minimise support requirements.

SCHEDULE 4 - APPENDIX 2: LIST OF eCWS WEBSITE(S)

WEBSITE

**SCHEDULE 5: CORPORATE WEB REPUBLISHING LICENCE
FOR WORKS ON EXTERNAL WEBSITES AND INTRANETS**

1. DEFINITIONS

In this Corporate Web Republishing Licence, the following words and expressions shall have the following meanings (and all other defined terms shall have the same meaning as under the Mandate):

Cutting	any article, or part of an article, extracted from any of the Mandate Media; and
Image Scanning	the process of digital scanning by any means in order to produce a non-searchable, non-amendable, "read-only" version of a Work.

2. GRANT OF RIGHTS

2.1 Subject to clause 2.2 of this Corporate Web Republishing Licence, the Licensor hereby grants to NLA a worldwide non-exclusive licence of the Rights in the Works only to authorise End Users for the Licensed Purposes only to:

2.1.1 subject any such Works 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, social media site, and/or intranet (**End User Site**);

2.1.2 include on the End User Site a headline and/or text extract from a Website Work with a hyperlink to the Website Works; and/or

2.1.3 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 of this Corporate Web Republishing Licence.

2.2 NLA shall only sell Corporate Web Republishing Licences to End Users where the following restrictions or conditions (as appropriate) apply:

2.2.1 the End User Site must be a free universally available service;

2.2.2 the End User Site's primary purpose must not fall into the following categories:

2.2.2.1 the provision of news and magazine content;

2.2.2.2 price comparison and content aggregation services; or

2.2.2.3 online e-commerce marketplaces (i.e. a type of e-commerce site where product or service information is provided by multiple third parties, whereas transactions are processed by the marketplace operator);

2.2.3 the End User must not, in the reasonable opinion of NLA, be associated with any of the following:

2.2.3.1 sexually explicit material;

2.2.3.2 violence including animal violence or mistreatment;

2.2.3.3 discrimination (including race, sex, religion, nationality, disability, sexual orientation, age);

2.2.3.4 any illegal activity;

2.2.3.5 political activity, including where the website is operated by an entity registered with the Electoral Commission in the United Kingdom (or equivalent electoral commissions in other countries); or (b) where the website advertises or promotes a political candidate or political campaign;

2.2.3.6 military activity;

2.2.3.7 unlicensed gambling or gaming activities;

2.2.3.8 promotion of tobacco products;

2.2.3.9 promotion of firearms; or

2.2.3.10 promotion of the misuse of, improper use of, or illegal use of, drugs or alcohol;

2.2.4 the End User licence shall include the right for NLA to require that a Work is immediately removed from the End User Site if it is found that the End User Site breaches clause 2.2.3 or contains material that is likely to:

2.2.4.1 mislead and/or deceive any person;

2.2.4.2 be threatening and/or abusive;

2.2.4.3 invade any person's right to privacy;

2.2.4.4 render the Cutting potentially libellous or defamatory; or

2.2.4.5 be derogatory or could bring the publisher and/or any contributor to the Cutting into disrepute;

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

2.2.6 Works corresponding to the following categories are excluded from this Licence unless the End User is reproducing a full page from a Mandated Media:

2.2.6.1 advertisements;

2.2.6.2 any article that is attributable to any of the following agencies:

- Reuters
- Thomson Reuters
- Press Association

- Associated Press (AP)
- AFP
- Bloomberg
- Breaking News
- Opta

2.2.6.3 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");

2.2.6.4 readers' letters;

2.2.6.5 readers' comments in blogs;

2.2.6.6 cartoons;

2.2.6.7 crosswords and other puzzles and games;

2.2.6.8 audio or video content;

2.2.6.9 sports results, fixtures tables;

2.2.7 the End User may only reproduce the Works and any parts thereof as originally published in the Mandated Media (including that the right to use only part of a Work, such as the taking of a direct text extract (including headlines) from the Work) and shall not be permitted to intentionally alter the meaning, tone or spirit of any Work in any way;

2.3 The provisions of clauses 3.3 and 3.4 of this Mandate do not apply where use of the Works by the End User on its End User Site under this Licence (i) fall outside the Licensed Purposes and/or (ii) can be held to constitute advertising and promotion of the End User's business. The parties acknowledge that notwithstanding clause 3.3, which stipulates Internal Use, the Works used as part of this Licence are reproduced on public-facing End User websites and social media sites bearing the End-User's branding.

2.4 The provisions of clause 4 of this Mandate do not apply to the rights granted under this Corporate Web Republishing Licence.

ANNEX A

LIST OF PRINT PUBLICATIONS

and all magazines, supplements, regional or other editions of the above titles (if relevant).

ANNEX B

LIST OF WEBSITES

including any subsequent URLs or re-direction to another website, and/ or any historic URLs or versions of the above websites.

ANNEX C

NEWSWIRES

SCHEDULE 6: DATABASE SERVICES FOR THE VISUALLY IMPAIRED

1. DEFINITIONS

In this Database Services Licence, the defined terms shall have the same meaning as under the Mandate and Schedule 2 (Database Licence).

2. GRANT OF RIGHTS

2.1 In addition to the rights granted by the Licensor as set out in Schedule 2 (Database Licence), the Licensor hereby grants to NLA a worldwide non-exclusive licence of the Rights in the Licensed Works only for the purposes of providing a NLA Database Service to organisations who provide services for the visually impaired and grant such organisations certain rights to use and adapt the Licensed Works for such services for the Licensed Purpose, including the rights to:

- 2.1.1 Copy or reutilise the Licensed Works;
- 2.1.2 receive and store Copies (including print paper Copies of Website Works);
- 2.1.3 adapt or translate the Licensed Works into appropriate formats for the visually impaired including audio and/or hardcopy and electronic texts and/or braille form, provided that any such adaptation or translation shall not allow alteration of the meaning, tone or spirit of any individual Licensed Work in any way;
- 2.1.4 provide the NLA Database Service by way of e-delivery, DVDs or other applicable formats for use in relation to its services;
- 2.1.5 communicate or issue copies of the Licensed Works to the visually impaired;
- 2.1.6 authorise or enable visually impaired persons to have access to Licensed Works in the Database;
- 2.1.7 do any Copying or other act which takes place as a necessary incident to the acts authorised as rights in this clause 2.1; and
- 2.1.8 authorise any third party to undertake work in relation to the Database to do any of the acts authorised as rights in this clause 2.1.

SCHEDULE 7: DATABASE SERVICES FOR SCHOOLS

1. DEFINITIONS

In this Database Services Licence, the following words and expressions shall have the following meanings (and all other defined terms shall have the same meaning as under the Mandate):

Schools educational establishments providing full-time primary and secondary education to students where the normal admission age is under 16.

2. GRANT OF RIGHTS

2.1 In addition to the rights granted by the Licensor as set out in Schedule 2 (Database Licence), the Licensor hereby grants to NLA a worldwide non-exclusive licence of the Rights in the Licensed Works only for the purposes of providing a free service to Schools to enable them to use the Licensed Works in their instruction to pupils, including the rights to:

- 2.1.1 search the NLA Databases;
- 2.1.2 access the Licensed Works and Text-only Versions of the Licensed Works in the NLA Databases;
- 2.1.3 make hard copies of the Licensed Works;
- 2.1.4 communicate or issue copies of the Licensed Works to pupils; and
- 2.1.5 do any Copying or other act which takes place as a necessary incident to the acts authorised as rights in this clause 2.1.