

# THE CLA HIGHER EDUCATION LICENCE

## User Guidelines

1 August 2015 – 31 July 2016

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## Introduction

These Guidelines, updated in August 2015, are issued in support of the CLA Higher Education Licence. Their purpose is to assist Licence Co-ordinators and all users by explaining issues of detail, drawn largely from previous experience of applying earlier versions of the Licence. However, they do not override or provide a definitive interpretation of the [Licence Terms and Conditions](#) and [Side Letter of July 2015](#). In the event of any conflict, the Licence Terms and Conditions together with the Side Letter prevail at all times.

If you are reading these Guidelines online or via a PDF, please note that clicking on a link will take you to further details, either via CLA's HE website or by cross-reference to another part of these Guidelines.

In summary, the Licence grants permission for HEIs to re-use limited extracts consisting of text and/or still images, by making the following.

- Paper Copies:
  - Multiple photocopies sourced from printed books, journals and magazines.
  - Printouts from Digital Material (such as e-books, e-journals, and material from websites).
  
- Digital Copies:
  - Made by scanning from printed books, journals and magazines, and which may be stored, viewed and downloaded.
  - Sourced from Digital Material (such as e-books, e-journals, and material from websites), and which may be stored, viewed and downloaded.

all for delivery with reference to a specific Course of Study.

To check quickly whether or not an item is covered by the Licence, please use our [Check Permissions](#) search tool; however, further details about coverage of the categories above is provided within Sections B, C, D and E of these Guidelines.

## **Section A – General**

### **Licence Co-ordinator**

The Licensee should nominate a Licence Co-ordinator to co-ordinate compliance with the Licence terms and conditions, for example:

- appointing Designated Persons;
- ensuring that Digital Copies are reported to CLA as appropriate;
- liaising with CLA's Education Managers on the conduct of an Audit, if and when required;
- liaising with CLA's Operations Department on Data Collection Exercises, if and when required.

It is recommended that each HEI reviews whether the member of staff currently notified to CLA as the Licence Co-ordinator is the most appropriate member of staff to discharge the set of responsibilities outlined above and that his/her job description reflects these responsibilities.

It is important that CLA is notified of any change of Licence Co-ordinator immediately upon taking effect and where possible in advance.

### **Student Data**

Registered students are charged for in accordance with the following arrangements:

#### **UK campus-based students**

All students based on a campus in the UK, on credit bearing (e.g. diploma, certificate, degree) courses are charged for in accordance with their 'Full Time Equivalence' (FTE), which is based on returns received from the Higher Education Statistics Agency (HESA); if your HEI does not submit student data to HESA, we will obtain this information from your HEI directly. Your invoice will show the total number of Full Time Equivalent Students (or FTES).

#### **Distance Learners** (based in the UK and overseas)

Full and part-time Distance Learners are charged for on a 'headcount' basis, which is based on the Offshore Aggregate Record received from HESA in respect of UK-based and overseas-based Distance Learners, and in respect of the academic year that ended on the preceding 31 July.

#### **Overseas campus-based students**

Based on the criteria outlined in the [Pilot Guidelines](#), HEIs may elect to have some or all of their enrolled overseas campus-based students (based either at a branch campus or the campus of a partner institution) covered by the Overseas Campus-Based Pilot, provided they notify CLA as set out in the Guidelines. There is a separate charging metric for these students. Please refer to [this page](#) for further information about the Overseas Campus-Based Pilot.

## Non-Credit Bearing (NCB) Courses (UUK/GuildHE members)

Non-Credit Bearing courses are essentially those courses which do not lead to a qualification or institutional credit, and where the students are not reported to HESA.

One FTES is derived from every 300 NCB related Contact Hours reported to CLA.

For the remainder of the current licence period (i.e. up to 31 July 2016), NCB student figures already reported to CLA in 2013 will continue to be used for invoicing, so there is no longer a requirement to submit new NCB data to CLA.

However, in the event of a substantial variation in NCB figures for your institution from those submitted in 2013, or as amended by you in 2014, please contact us.

## **Staff**

The Licence permits all full-time and part-time members of academic and administrative staff – whether employed on permanent or fixed-term contracts – to make and receive multiple photocopies, and - in respect of those staff who teach on a Course of Study - to receive Digital Copies. This includes Emeritus Professors and other honorary staff and visiting academics, and those postgraduate students that hold a teaching role (with strict reference to that teaching role only).

Please note that Licence coverage does not extend to 'walk in' users (e.g. alumni, former members of staff etc) or to staff employed by the National Health Service (NHS) based either at an HEI's premises or elsewhere.

## **Designated Persons**

Digital Copies must be prepared/authorised by one or more Designated Persons. A flexible approach is allowed as to how HEIs allocate the responsibilities: for example, it might be by reference to a single postholder (e.g. Licence Co-ordinator, VLE System Administrator) *or* a list of defined postholders (e.g. Library staff, listed either by name and/or job title) *or* a defined category of appointment (e.g. Course Administrator, Course Designer, Course Convenor, Subject Librarian).

Students may not be appointed as Designated Persons.

Individuals contracted to undertake the normal duties of an established post (for example to cover maternity leave, long-term sickness, absence on secondment etc) enjoy equivalent status in this respect to that of permanent/temporary staff.

## **Source edition**

Copies may be made from:

- a printed book, journal or magazine owned or subscribed to by your HEI;
- a copyright fee paid copy;
- a wide range of digital material such as online magazines, eBooks and certain website materials.

A printed book, journal or magazine owned by your HEI can be acquired through purchase or through bequest, gift or exchange programmes. This includes items hosted on either permanent or extended loan basis on terms which require the material to be available for indefinite use by or for the benefit of Authorised Persons.

A printed source edition does not have to be kept in the main collection of the University/College Library – it can, for example, be located in a Faculty, School or Departmental collection of books and journals or in the office of a member of academic or administrative staff. Nor is it essential that the source edition is included in your library catalogue.

The following types of book/journal issue may *not* be copied under the Licence:

- 'inspection' copies;
- 'proof' copies (complimentary early editions provided for review purposes);
- article 'reprints' or 'offprints' supplied on a complimentary basis by the journal publisher to a contributing academic author(s).

The Licence only covers published works, so pre-publication proofs of books or articles are outside its scope. Even after publication, proof copies may not be used as an alternative to copies made from the published edition.

In exceptional circumstances where an HEI:

- cannot acquire a printed book, journal or magazine on the retail market (or the second-hand market)

*and*

cannot acquire a copyright fee paid copy

and where no suitable digital version is available, an HEI may make copies from a copy owned personally by an academic or administrative member of staff, provided the reason for doing so is noted.

Furthermore, provided that the HEI owns an original of a book, journal or magazine (or a copyright fee paid copy) copies may, if necessary, be made from an alternative copy (e.g. a tutor-owned copy or a 'master' photocopy obtained from another source) of the same item. This might apply where a library copy contains handwritten annotations, has been defaced or has had some pages removed. Again, this is provided that the reason for doing so is noted.

If you are copying from Digital Material, please note that chapters/articles obtained on a pay-per-view basis copied under the terms of the Licence are subject to the same requirement for ownership by the HEI rather than by an individual member of staff.

## Excluded Categories

The following types of material may not be copied under the Licence:

- **printed music (including the words)**

this applies to works that consist entirely of printed music, and to music notation included within a book, journal, magazine, or item of Digital Material. For details about obtaining permission to copy printed music, please refer to the *Code of Fair Practice* issued by the Music Publishers Association (MPA).

- **maps and charts**

- this applies to works that consist entirely of maps and/or charts, and to maps and/or charts included within books, journals, magazines and Digital Material;
- 'charts' in this context refers to charts that are similar to maps - for example, sea charts, weather charts and hydrographic charts (other types of charts - for example, pie charts and flow charts - are not excluded);
- information about the licensed use of Ordnance Survey products can be found at <http://www.ordnancesurvey.co.uk/oswebsite/education-and-research/teaching-resources/copyright/index.html>

- **newspapers**

NLA media access (NLA) licenses copying from newspapers. (However, CLA is now the exclusive agent for NLA's UK education licensing. For more information about the NLA Education Establishment Licence please refer to the dedicated section on our HE website, which can be found [here](#).)

- **'copying not permitted under CLA licence'**

any work in which the copyright holder has expressly stipulated that permission is not granted for copying under licences issued by The Copyright Licensing Agency.

- **workbooks, workcards and assignment sheets**

publications intended for a student to write on and for once-only use.

## Editions

Copies may be made from the most recent edition *or* from an earlier edition, as preferred. The copying of chapters from more than one edition of the same title is not permitted under the Licence.

## **Lost, stolen or damaged stock**

If an item is lost, stolen or damaged, or has been disposed of (for example further to stock management policy) after a copy has been made under the Licence, the copy may continue to be used to support a Course of Study subject to compliance with the Licence terms and conditions. It is recommended that an explanatory note is made where such scenarios arise.

Decisions to replace lost, stolen, damaged or removed editions should be made in line with normal library/departmental/institutional practice; such decisions should not be influenced by the availability of copied extracts previously prepared under the terms of the Licence.

## **Document Supply**

Certain third parties (for example, an organisation that holds a [CLA Document Delivery Licence](#) or a relevant licence from the rightsholder) can supply HEIs with copyright fee paid copies. Such copies can be used as a source for making multiple photocopies and/or Digital Copies under the CLA HE Licence.

Any further copying from Copyright Fee Paid Copies is subject to the CLA HE Licence terms and conditions, including those related to extent limits and Course of Study. For example, if you have already copied one chapter for a Course of Study, you may not use a copyright fee paid copy to copy a further chapter for the same course.

## **Inter library loans**

Books, journal parts and magazines borrowed either from the British Library or from another library (for example an HE, FE or NHS Library) on inter library loan cannot be used as source editions for making Paper and/or Digital Copies under the terms of the Licence.

Please note that copies acquired from other libraries (including the British Library) in accordance with the 'library privilege' exception to copyright law cannot be used as source copies for making copies under the Licence.

## **Joint Use Library Facilities (HE-FE, HE-NHS etc)**

Where an HEI has partnership arrangements with, for example, a local college of Further Education or an NHS Trust under which a collection of books, journals and magazines is housed in a library used jointly by both staff and students of an HEI and by staff and students of an FE College (or by staff of an NHS Trust), it is essential to ensure that works used for courses delivered by the HEI (in respect of which the students are included in the HESA return as FTES) are owned by the HEI and not by the partner institution.

The converse also applies – if the students are registered with the FE college or come under the NHS Trust, copies cannot be made under the terms of the Higher Education Licence, but would have to be covered by an applicable FE or NHS Licence.

## Quantity limits

You may make as many copies as is necessary to enable each student on a Course of Study, plus the course tutor(s), to have access to one copy of each extract.

CLA recognises that there will be circumstances of, for example, printer malfunction, toner / paper tray reloading or of a first copy being lost, spoiled or degraded where it is appropriate for an additional copy to be made/printed.

## Extent Limits

The proportion of a work that can be copied consists of whichever is the greater of 5% or:

**one chapter** of a **book**

**one article** of a **journal issue**

**one paper** of one **set of conference proceedings**

**one report** of a **single case** from a **report of judicial proceedings**

**one scene** from a **play**

**one short story** or **one poem** or **one play** of not more than **10 pages** in an anthology of short stories, poems or plays

Where a book is subdivided into parts or sections (such as a collection of essays) that are demonstrably equivalent to a chapter based organisation of topics (but not described as such), the whole part can be copied as for a chapter.

In some rare cases, books are not divided into chapters or might be published with only one or two chapters or other divisions. In these circumstances, it is suggested that, in keeping with the spirit of the Licence, the 5% limit should be applied.

Where endnotes and/or references integral to a specific chapter or article are given at the end of a book or journal issue, they can, nevertheless, be treated as forming part of that chapter or article.

These extent limits are intended to apply to both printed books, journals and magazines and also to Digital Material (including material from websites). However, CLA recognises that some items of Digital Material are not organised in the same way as conventional printed items. In these cases, HEIs are advised to exercise their best judgement to copy reasonable extracts. While any systematic copying of an entire website is clearly not permitted, CLA is mindful of the difficulties that can be involved in judging what constitutes a reasonable extract. CLA recognises the wish of HEIs to be compliant, and any extracts identified that are thought to be excessive will be discussed on a confidential basis with the HEI concerned.

These extent limits apply to each Course of Study. For example, you may copy one chapter from a book for one Course of Study, and a further chapter from the same book for another Course of Study. Remember though that:

- it is not intended that students on one Course of Study (or teaching staff associated with it) should download and/or print Digital Copies made under the Licence for a

Course of Study for which they are not registered (for further information, please refer to the item entitled 'How, and to whom, may Digital Copies be made available?' in Section C of these Guidelines);

- Digital Copies must be reported to CLA separately for each Course of Study (please refer to our updated [Guide to Reporting and Managing Digital Copies](#) for further information).

### **Direct permission**

The rights granted by the Licence are not contravened by a licensee securing direct permission from a publisher or other rightsholder for rights and uses which fall outside its current scope, for example:

- copying in excess of the extent limits outlined above;
- copying from a title that is not covered by the Licence;
- copying sourced from a printed book, journal or magazine that is not owned by the HEI, and where the 'master' copy is not a copyright fee paid one.

### **Visual Display**

There are no limits on the number of times a Digital Copy prepared under the Licence can be opened and viewed on screen.

### **Slides**

The Licence does not include permission for making copies of images stored on slides. It is recommended that you either contact the [Design and Artists Copyright Society Ltd \(DACS\)](#) for details of the DACS Slide Licensing Scheme or make contact with the relevant rightsholder for direct permission.

### **Shortening/Annotating Extracts**

Some changes may be made to items copied, with the important proviso that all such activity should be entirely for pedagogical purposes and should not be detrimental to the moral rights of authors and visual creators. Please note the following points:

- There must in all such cases be a clear statement in the body of the copy to the effect that the extract has been subject to alteration strictly for pedagogical purposes – for example, for an English Literature course, 'Please review this extract which has been adapted from [Title] by [Author]'.
- Licensees may abbreviate or shorten the text of an extract, provided that any omissions are clearly marked and do not affect the meaning or sense of the text in any way which might affect the author's moral rights. Parts of a text may be blanked out, e.g. for the purposes of asking students to answer questions about it, or to translate some of the words from/into English or another language, with the same proviso.
- Annotations may be added to copies, for example in the form of a commentary. Licensees are also permitted to annotate an image by adding some narrative

text/commentary, produce a copy of an image stripped of its accompanying text and synchronise text and/or images otherwise separated by the layout of the source. Remember that the moral rights of the creator must be respected.

## **Textbook Substitution**

The main purpose of the rights granted in the licence is to allow HEIs to make full use of their collections in support of the processes of learning, teaching and commercial research.

In this context, the making of copies under the Licence is not intended to substitute for the purchase of an original published edition or the commissioning of an original artistic work.

Textbook substitution could occur if a particular combination of copies made under the Licence had an adverse impact on the decision of a student and/or an HEI to buy one (or more) textbooks for a course. This might be the case where, for example, several chapters on key topics are copied from a number of different textbooks which would, when put together in a Course Collection, cover all the knowledge that a student would need to pass a course. This would be in conflict with the principles of non-substitution set out in the Licence.

CLA has worked with representatives of publishers and of Universities UK, GuildHE and individual HEIs to publish a [Good Practice Guide in the creation of course packs](#). The Guide has been endorsed by Universities UK and GuildHE. Licence Co-ordinators, academics teaching courses and other users of the Licence are advised to read and familiarise themselves with this Good Practice Guide.

## **UK territory**

The licence permits copies to be made in the United Kingdom only – therefore, copies may not be made by staff/students overseas.

However, irrespective of whether based in the United Kingdom or located abroad, Distance Learning students enjoy the same rights as UK campus-based students to receive photocopies and to view, download and print Digital Copies. (Please note that students based at overseas campuses and partner institutions are not included in the computation of the number of Distance Learners for the purpose of licence fee calculation; however, an optional Pilot for such students is in operation for the period 1 August 2014 – 31 July 2016, and further information can be found [here](#).)

The Licence does not permit the further copying of any Digital Copies (please refer to Sections C and D of these Guidelines); this exclusion of further copying extends to photocopies where these are received by Distance Learners based overseas (however, local laws, regulations and/or licensing schemes may facilitate further copying).

## **Outsourcing**

HEIs may subcontract the making of copies to third-party contractors (for example, specialist print service companies).

With regard to the making of Digital Copies, HEIs should take reasonable steps to ensure that any such third parties apply the appropriate procedures for quality and security

necessary to comply with the terms and conditions of the Licence. HEIs should also keep a record of all such subcontractors for supply, on request, to CLA.

Importantly, subcontractors should not retain any Digital Copy (or the source, unless it is a free-to-view website) created under the terms of a contract once the item has been produced and delivered and accepted by the contracting HEI.

### **Commercial Research/Consultancy**

Provided your institution reports to HESA and is a member of UUK/GuildHE, copies can be prepared for the purpose of commercially-funded research – for example, a contract or collaborative research project or consultancy. Copies made for this purpose can be supplied to:

- members of the HEI's research team (e.g. staff / postgraduate students);
- a third-party organisation wholly (or partly) funding the research.

These special arrangements are directly linked to partnership agreements between an HEI and a business enterprise – copies may not be supplied to companies who are simply engaged in sponsoring studentships, fellowships, honorary posts, secondments, placements and university clubs and networks.

Please note that subscribing to either of CLA's [Document Delivery Licences](#) will enable HEIs to supply licensed copies to those commercial end users (for example, a firm of solicitors) who are not formally involved in supporting an HEI's commercial research/consultancy activity.

Copies supplied to a commercial third party are subject to strict restrictions prohibiting further use; any copies (whether Paper or Digital) must incorporate the form of words of the Copyright Legend set out in Schedule 3 of the Licence Agreement for UUK/GuildHE members.

Such copies are charged for by:

#### Step 1

Deriving a notional FTES for the total number of academic members of staff engaged in commercial research/consultancy from tables in the annual HESA *publication Staff in Higher Education Institutions* (previously *Resources of Higher Education Institutions*).

#### Step 2

Multiplying the derived FTES by the 'annual fee per Professional Employee' in CLA's Business Licence (Band A rate). This rate is published at [http://www.cla.co.uk/licences/licences\\_available/business/licence\\_fee](http://www.cla.co.uk/licences/licences_available/business/licence_fee).

The relevant HESA tables are those covering:

- total income (derived from all sources)
- total income contributed by '*commerce, industry and public corporations*'
- total academic staff.

For the purpose of illustration, sample figures/calculations are set out below:

- total annual income of the *University of Wessex* = £207,121,000
- total income contributed by *commerce/industry* = £3,106,815

Percentage of total income derived from commerce/industry = 1.5%

- total academic staff = 1,669

1.5% of total academic staff = notional FTES of 25

25 x £45.05 § (Business Licence rate per professional employee) = £1,126.25

§ this figure is used for the purposes of illustration only – the total number of FTES will be multiplied by the Band A Business Rate applicable in the invoicing year.

This calculated figure will appear as a separate line entry in an HEI's invoice.

### **Visual Impairment, Dyslexia and other Disabilities**

The licence does not remove or diminish any of the copyright exceptions extended to students and members of staff of an HEI who have any kind of visual, cognitive or other disability recognised in the Equality Act 2010, and the recently-amended Copyright, Designs and Patents Act 1988, to receive an accessible copy of a copyright protected work.

The supply of an accessible copy is subject to the HEI owning or subscribing to an original published edition (where appropriate: an accessible copy may also be made from content accessed via a free-to-view website) which is not otherwise commercially available in a suitable alternative accessible format. The suitability of the accessible copy is determined by reference to the needs/disability of the user; for example, a Braille edition is not suitable for someone incapable of reading Braille, and a large print edition is not suitable to someone who is registered as blind.

Type size enlargement/reduction, alternative fonts, colour adjustment (background or font) left/right justification (and other techniques designed to make content accessible by those visually or otherwise disabled) is permitted.

An audio file (i.e. containing the spoken words on the printed page) may be generated from an accessible electronic copy if a user has difficulty in using Screen Reader software.

The right to make Accessible Copies under the Licence is a separate one from the permission to make Digital Copies; there is no requirement to report Accessible Copies on either version of the Digital Copy Record Form.

### **Data Collection Exercises**

Licensees are required to engage fully with CLA's programme of Data Collection Exercises (formerly referred to as 'Surveys'), which currently cover Paper Copies (photocopies, plus printouts from Digital Material).

Each year, these exercises are conducted, by prior arrangement, at 18 HEIs - nine in the Autumn Term and nine in the Spring Term - with the aim of collecting data on the volume

and identity of photocopies and paper printouts from Digital Material made under the Licence.

The information collected is used for the purpose of the accurate distribution of licence fees revenue to the appropriate rightsholders. It may also be used to help identify trends in copying volumes for the purposes of agreeing a fee for future licences.

## **Audits**

The priority of an Audit is to determine that Digital Copies are being prepared and distributed in accordance with the terms and conditions of the Licence; however, it is not limited to this aspect and extends to compliance with all terms and conditions of the Licence (including the making of photocopies, and the making of printouts from Digital Material).

Examples of audit activity might include:

- verifying compliance with defined extent limits;
- monitoring that the procedures for ensuring securely authenticated access are demonstrably robust;
- reviewing whether the moral rights of authors and visual creators are being observed.

Regarding Digital Copies, these activities may include verifying, for example:

- that Digital Copies created under licence have been correctly recorded on the appropriate version of the Digital Copy Record Form;
- that the appropriate Copyright Notice is used for each Digital Copy;
- that each Digital Copy is faithful to the original source;
- that each Digital Copy has been sourced from an original published edition owned or subscribed to by the HEI (with the exception of website content that is free-to-view), or from a copyright fee paid equivalent.

To complete all the defined tasks, the CLA Education Manager assigned to the Audit will require full access to Digital Copies stored in the Course Collection segments of the Secure Network – such access may be supervised by an appointed member of the HEI's staff.

Findings and results of the Audit will be provided to each audited HEI, who will also be given full opportunity to comment on and discuss any problems which have been highlighted.

For further information, please refer to the [Audits](#) section of CLA's HE website.

## **Section B – Photocopying**

### **Repertoire – what material can be photocopied?**

*If you need to check coverage, please use our [Check Permissions](#) search tool which is quick and easy to use. However, the following information may also be helpful.*

The Licence permits the photocopying of extracts from books, journals, periodicals, conference proceedings and law reports published in the United Kingdom and many countries overseas.

- All books, journals, magazines, conference proceedings and law reports published in the United Kingdom are covered, unless specifically excluded. Any new exclusions are drawn to HEIs' attention on a quarterly basis via an e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested.
- Many books, journals, conference proceedings and law reports published overseas are covered by CLA's agreements with organisations in the overseas Photocopying Mandate Territories and/or by global mandates that CLA has signed with a number of publishers. For up-to-date details of both, please refer to the International section of CLA's website' any amendments are drawn to HEIs' attention on a quarterly basis via an e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested; however, as at August 2015:

(a) CLA's overseas Photocopying Mandate territories are as follows.

Argentina	Japan
Australia	Luxembourg
Austria	Malawi
Barbados	Mexico
Belgium	The Netherlands
Canada (including Quebec)	New Zealand
Chile	Norway
Denmark	Philippines
Finland	Singapore
France	South Africa
Germany	South Korea
Greece	Spain
Hong Kong	Sweden
Iceland	Switzerland
India	Trinidad and Tobago
Ireland	Turkey
Italy	the United States of America
Jamaica	

(b) CLA has signed global mandates with the following publishers.

Berghan Books	Peter Lang AG
Brill	Routledge
Cambridge University Press	Rutgers University Press
DC Books Canada	SeeNews EooD
Editions Rodopi	Springer
Elsevier	Stanford University Press
HarperCollins	Taylor & Francis (Books) Ltd
Harvard University Press	Taylor & Francis (Journals) Ltd
Indiana University Press	Thieme Medical Publishers Inc.
Kluwer Academic Publishers	Trans Tech Publications Inc.
Leckie and Leckie	University of North Carolina Press
Letts Educational	University Press of Florida
Lippincott, Williams and Wilkins (journals only)	Usborne
Little, Brown Book Group	Verso
Lonsdale Revision Guides	W.W. Norton
Lynne Rienner Publishers Inc.	Walter de Gruyter GmbH
MIT Press	Wiley Blackwell
NYU Press	Wm B Eerdmans Publishing Co.
Northstar Travel Media Inc.	Wolters Kluwer Health (P&E) Ltd
Oxford University Press	Yale University Press
Perseus Books Group	

However, there are certain exceptions, as follows:

- Those publications specifically excluded by a rightsholder (any new exclusions will be drawn to HEIs' attention via a quarterly e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested).
- Certain publications published overseas, and publications published by certain overseas publishers, which can be viewed on the [International](#) section of our website; any amendments will be drawn to HEIs' attention on a quarterly basis via an e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested.

## **Who can make and receive photocopies?**

Photocopies can be made by contracted members of staff.

They may then be supplied to:

- registered students;
- course tutors;
- visiting academics;
- officers contracted by regulatory agencies such as the Quality Assurance Agency and the Research Excellence Framework.

Remember that photocopies may only be supplied to visiting academics (and officers contracted by regulatory agencies) for purposes connected with your HEI as stated in the Licence and discussed in these Guidelines.

## Section C – Scanning

### Repertoire – what material can be scanned?

If you need to check coverage, please use our [Check Permissions](#) search tool which is quick and easy to use. However, the following information may also be helpful.

The Licence permits the scanning of extracts from books, journals, magazines, conference proceedings and law reports published in the United Kingdom and many countries overseas.

- All books, journals, magazines, conference proceedings and law reports published in the United Kingdom are covered, unless specifically excluded. Any new exclusions will be drawn to HEIs' attention on a quarterly basis via an e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested.
- Many books, journals, magazines, conference proceedings and law reports published overseas are covered by CLA's agreements with organisations in the overseas Scanning Mandate Territories; for the USA, via CLA's specific agreement with the Copyright Clearance Center (CCC) regarding CCC Electronic-Rights Works; and/or by global mandates that CLA has signed with a number of publishers. Up-to-date details of both can be found on the [International](#) section of CLA's website. Any amendments will be drawn to HEIs' attention on a quarterly basis via an e-mail sent to all Licence Co-ordinators and additionally to other staff if requested; however, as at August 2015:
  - (a) CLA's overseas Scanning Mandate Territories are as follows.

Argentina	Jamaica
Australia	New Zealand
Canada (including Quebec)	Norway
Chile	Philippines
Denmark	Singapore
Finland	South Africa
France	South Korea
Greece	Spain
Hong Kong	Switzerland
Iceland	Turkey
Ireland	

(Items published in the **USA** are also covered, via CLA's specific agreement with CCC.)

Any specific inclusions or exclusions are listed on the [International](#) page.

(b) CLA has signed global mandates with the following publishers.

Berghan Books	Peter Lang AG
Brill	Routledge
Cambridge University Press	Rutgers University Press
DC Books Canada	SeeNews EooD
Editions Rodopi	Springer
Elsevier	Stanford University Press
HarperCollins	Taylor & Francis (Books) Ltd
Harvard University Press	Taylor & Francis (Journals) Ltd
Indiana University Press	Thieme Medical Publishers Inc.
Kluwer Academic Publishers	Trans Tech Publications Inc.
Leckie and Leckie	University of North Carolina Press
Letts Educational	University Press of Florida
Lippincott, Williams and Wilkins (journals only)	Usborne
Little, Brown Book Group	Verso
Lonsdale Revision Guides	W.W. Norton
Lynne Rienner Publishers Inc.	Walter de Gruyter GmbH
MIT Press	Wiley Blackwell
NYU Press	Wm B Eerdmans Publishing Co.
Northstar Travel Media Inc.	Wolters Kluwer Health (P&E) Ltd
Oxford University Press	Yale University Press
Perseus Books Group	

Certain works may be excluded. Any new exclusions will be notified to HEIs on a quarterly basis, via an e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested.

## Integrity

A Digital Copy should be an authentic representation of the original extract.

With the exception of shortening and annotation for pedagogical purposes as outlined in Section A of these Guidelines, alteration or manipulation of the source text and/or images is not permitted.

## Images

- The Licence permits a Digital Copy to be prepared of a whole-page visual image and the disembedding of a part-page visual image.
- Please note that when reporting such Digital Copies to CLA, you do not need to specify that it includes an image.
- You may also find it useful to refer to the sub-section of these Guidelines entitled Copyright Notice, below.

## Equivalent Digital Version

- Before scanning from a book, journal, magazine, conference proceeding or law report, you should check whether your institution owns or subscribes to (or could acquire ownership of or subscription to) an electronic version.
- While use of primary (or subscription) licences is encouraged, HEIs are free to decide whether to copy under the CLA Licence (either by scanning or by copying from Digital Material) *or* the primary licence, with the exception of items published in the USA and covered under CLA's agreement with CCC: this agreement has stricter conditions, stating that the digital version must be used if it is reasonably available; this would include purchasing a subscription if your institution does not already hold one. (These stricter conditions do not apply to US items covered via a global mandate that CLA holds with the relevant publisher.)

## Transfer and exchange of Digital Copies

The Licence permits an HEI to supply a Digital Copy to another CLA licensed Higher or Further Education institution, or receive a Digital Copy from another CLA licensed Higher or Further Education institution, provided that each institution owns an original published edition (or a copyright fee paid copy) and holds the CLA Higher Education Licence or the CLA Education Licence.

Please note that this permission to transfer and exchange Digital Copies between licensed institutions does not extend to allowing any single HEI (or consortium of HEIs) to establish a central repository of Digital Copies for the purpose of providing a service to the Higher and/or Further Education sectors.

## How, and to whom, may Digital Copies be made available?

Digital Copies may be viewed by all staff and students of your HEI. Students taking a particular course (and those staff teaching it) – referred to in the Licence as Course Users – may additionally download and print out once. The Licence does not grant a right to anyone who is not a Course User to download (or print from) a Digital Copy. Remember that overseas campus-based students enrolled with your HEI are not covered by the Licence, but can be opted into the [Overseas Campus-Based Students Pilot](#) which provides coverage.

Remember also that an appropriate Copyright Notice (see below) must be prefaced to each Digital Copy; this is particularly important where, for example, non-Course Users are technically able to download Digital Copies associated with it. To support compliance, HEIs are advised to add a form of words to the text of the notice to the effect that a Digital Copy 'should not be downloaded or printed by anyone other than a student enrolled on the named course or the course tutor(s)'.

Digital Copies should be distributed via your institution's secure, password-protected system, for example a Virtual Learning Environment (VLE). In addition, where possible Digital Copies should be made available via course-based collections. Digital Copies can be cited in an online reading list for a specific course of study, and a hyperlink may be provided to enable students to access the item directly.

Digital Copies may not, under any circumstances, be made available on the publicly-accessible internet. However, remote networked access to Digital Copies can be enabled

via the internet, provided that the technical means of access is by a process of secure authentication that excludes anyone other than an Authorised Person.

### **Who may create Digital Copies and add them to a Course Collection?**

The permission to prepare and distribute Digital Copies is restricted to Designated Persons.

To ensure that the Licensee can show, if audited, that Digital Copies have been duly authorised, HEIs should keep accurate and up-to-date records of Designated Persons.

### **Copyright Notice**

Digital Copies must be prefaced by a Copyright Notice (sometimes referred to as a coversheet). A detailed version of this is set out in the [Licence Agreement](#). If your institution is a UUK/GuildHE member, the Copyright Notice is set out in Schedule 2 of your agreement (for Digital Copies which are also Commercial Copies, a Copyright Legend is set out in Schedule 3); if your institution is not a UUK/GuildHE member, the Copyright Notice is set out within Schedule 3 of your agreement.

If a Digital Copy already incorporates a publisher's copyright notice that includes the title, creator and publisher of the work, it is not necessary to add a Copyright Notice unless you wish to do so in order to provide additional information that supports compliance with the Licence (for example, to advise non-Course Users that they should not download a Digital Copy, where there is no actual technical means to prevent them from doing so).

Where a Digital Copy consists of a Portable Document File (PDF), licensees may wish to define document settings in such a way that will allow the Copyright Notice to be subsequently amended, for example if the same item is to be re-used for another course. It is recommended that the Designated Person uses the option to define a secure password, with a view to preventing unauthorised members of staff / students editing the text of the notice or altering the licensed content.

In some circumstances, it may be undesirable and/or inappropriate to display the full text of a Copyright Notice. In such cases, it is acceptable to use an abbreviated form of words noting 'Copied under CLA Licence – please refer to the full Copyright Notice' subject to the full Copyright Notice being detailed elsewhere. Alternatively, where a publisher has already added its own copyright notice (noting at least the title, creator and publisher) it is not necessary to add a further one.

### **CD-ROM**

HEIs may distribute Digital Copies created under licence on CD-ROMs (and other removable/portable storage media) provided that one copy only is delivered only to the enrolled students on the Course of Study for which it is prepared.

### **Email**

Where necessary, a Designated Person may also deliver Digital Copies to a Course User by means of an attachment to his/her secure e-mail address.

## **Presentation software**

Digital Copies may be used in standard presentation software packages (such as PowerPoint) for the purpose of illustrating a lecture or tutorial, provided that only Course Users are in attendance.

## **Housekeeping**

HEIs are required to apply cyclical 'weeding' procedures to Digital Copies. These have recently been revised with the aim of helping to simplify procedures for HEIs. For further details, please refer to our updated [Guide to Reporting and Managing Digital Copies](#).

## **Reporting**

Digital Copies made under the Licence are subject to cyclical reporting arrangements agreed between CLA and Universities UK / GuildHE. These have now been revised with the aim of helping to simplify procedures for HEIs. For further details, please refer to our updated [Guide to Reporting and Managing Digital Copies](#).

## **Backup files**

The licence permits HEIs to maintain backup copies of Digital Copies made under the Licence in line with standard computing industry practice for a database to be restored in the event of loss, damage or corruption of data. Access to backup files should be strictly limited to those Designated Persons nominated by the HEI.

## **Section D – Digital Material**

### **Repertoire**

The Digital Material repertoire available for use under the Licence consists of text and still images from works published in electronic form, including material from websites that are free-to-view but may not be free-to-copy.

*If you need to check licence coverage, please use our [Check Permissions](#) search tool which is quick and easy to use. However, the following information may also be helpful.*

### **UK**

Works published by Participating Digital Material Publishers. Any new Participating Digital Material Publishers will be drawn to HEIs' attention on a quarterly basis, via an e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested.

### **Other countries**

- (a) Works published by publishers in countries listed on the [International](#) page of CLA's website – please refer to the column 'Copying Digital Material'.

As at August 2015, the countries covered are as follows:

Argentina	Ireland
Australia	New Zealand
Canada (including Quebec)	Norway
Denmark	Singapore
Finland	South Africa
France	Spain
Hong Kong	Switzerland

(Items published in the USA are covered via CLA's specific agreement with CCC regarding Electronic-Rights Works.)

Any specific inclusions or exclusions are listed on the [International](#) page, and any amendments will be notified to HEIs on a quarterly basis, via an e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested.

- (b) Works covered via the global mandates that CLA has signed with a number of publishers. Please refer to our [International](#) page for up-to-date details, but as at August 2015, these are with the following publishers:

Berghan Books	Peter Lang AG
Brill	Routledge
Cambridge University Press	Rutgers University Press
DC Books Canada	SeeNews EooD
Editions Rodopi	Springer
Elsevier	Stanford University Press
HarperCollins	Taylor & Francis (Books) Ltd
Harvard University Press	Taylor & Francis (Journals) Ltd
Indiana University Press	Thieme Medical Publishers Inc.
Kluwer Academic Publishers	Trans Tech Publications Inc.
Leckie and Leckie	University of North Carolina Press
Letts Educational	University Press of Florida
Lippincott, Williams and Wilkins (journals only)	Usborne
Little, Brown Book Group	Verso
Lonsdale Revision Guides	W.W. Norton
Lynne Rienner Publishers Inc.	Walter de Gruyter GmbH
MIT Press	Wiley Blackwell
NYU Press	Wm B Eerdmans Publishing Co.
Northstar Travel Media Inc.	Wolters Kluwer Health (P&E) Ltd
Oxford University Press	Yale University Press
Perseus Books Group	

Certain works may be excluded. Any new exclusions will be notified to HEIs on a quarterly basis, via an e-mail sent to all Licence Co-ordinators and additionally to other members of staff if requested.

### Copying from Digital Material

Please refer to the following sub-sections within Section C of these Guidelines, which are applicable for both Digital Copies resulting from scanning from print and for Digital Copies made from Digital Material.

Integrity

Images

Transfer/Exchange of Digital Copies

How, and to whom, may Digital Copies be made available?

Who may create Digital Copies and add them to a Course Collection?

Copyright Notice (please also refer to the additional note below)

CD-Rom

E-mail

Presentation software

Reporting

Housekeeping

Backup files

## **How does the CLA Licence fit with primary licences?**

The rights granted by the Licence to use Digital Material are additional to the rights granted in primary (or subscription) licences (including those issued by e-book platforms or in line with JISC Model licences such as NESLI) under which an HEI owns, has access to and/or permission to make further use of, a digital item.

Where the terms of a primary licence do not grant the necessary permissions (for example, to download a Digital Copy to a Virtual Learning Environment), the CLA Licence can be invoked to authorise this activity, always subject to the Licence terms and conditions.

Conversely, where the primary licence agreement is invoked to authorise copying, the terms and conditions of the CLA Licence (for example, with regard to the Copyright Notice and reporting requirements) do not apply.

## **Digital Rights Management**

The CLA Licence does not authorise an HEI to override technical protection measures (TPMs) or override any Digital Rights Management (DRM) protocols embedded in a digital product.

However, other means may be used to make copies authorised by the CLA Licence. For example, an extract from a digital product covered by the Licence may be printed out and then scanned under the scanning provisions of the Licence.

Alternatively, a Digital Copy of an extract of Digital Material may be made by copying one page at a time, including into a different format.

## **Copyright Notice - digital**

Where the digital source file already incorporates a suitable copyright notice provided by the publisher (that includes the title of the work, the name of the creator and the name of the publisher), there is no need to add a separate Copyright Notice.

If it is not technically feasible to incorporate the Copyright Notice into the Digital Copy made under the Licence (i.e. the file cannot be edited), the Copyright Notice should be linked in such a way that a user must view the Notice before accessing the Digital Copy.

## **Section E – Printouts from Digital Material**

Paper printouts may be made from items of Digital Material.

- Regarding what material is available, please refer to Section D - Digital Material.
- Regarding who can make printouts, and who they may be distributed to, please refer to the item 'Who can make and receive photocopies?' in Section B of these Guidelines, as the same terms and conditions apply.
- Once a paper printout has been made under the Licence, it is subject to the same terms and conditions as a photocopy – for example, it should be reported to CLA along with photocopies if your institution is selected for a Data Collection Exercise.

## Support Material

These Guidelines are available in both html and PDF format. Further PDF copies, plus a one-page notice, can be downloaded [here](#).

Licencees are permitted to incorporate parts of and/or adapt the text of these Guidelines in their own customised versions of posters, notices, guides etc.

Our dedicated [HE website](#) contains many other resources designed to promote understanding of the Licence.

## Further Information

Please feel free to contact CLA as follows. If you are not sure who to approach, please contact Margret Heiligenstadt in the first instance.

Contact	Title	E-mail	Telephone	Responsibility for
Margret Heiligenstadt	Senior Customer Account Administrator	<a href="mailto:education.customers@cla.co.uk">education.customers@cla.co.uk</a>	020 7400 3129	General enquiries, changes to contact details and invoicing issues
Julie Murray	Education Licences Manager	<a href="mailto:julie.murray@cla.co.uk">julie.murray@cla.co.uk</a>	020 7400 3165	Technical enquiries and training requests
David Duffield	Education Licences Manager	<a href="mailto:david.duffield@cla.co.uk">david.duffield@cla.co.uk</a>	020 7400 3175	Audits and compliance
Hannah Saunders	Senior Data Collection Co-ordinator	<a href="mailto:hannah.saunders@cla.co.uk">hannah.saunders@cla.co.uk</a>	020 7400 3181	Data Collection Exercises, reporting of Digital Copies

The above is intended to provide general guidance and background information only. Details published here do not constitute legal advice. In case of any conflict, the Licence terms and conditions, and Side Letter dated July 2015, shall prevail.

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