

## **Agreement on Clearance of Rights for Media Monitoring**

between

**Mediebedriftenes Klareringstjeneste AS**

And

**Insert name of Media Monitoring Service**

# Agreement on Clearance of Rights for Media Monitoring

This agreement ("the Agreement") is entered into between

- (1) **Mediebedriftenes Klareringstjeneste AS**, organisation no. 983 861 903 **Klareringstjenesten**; and
- (2) **Insert company name**, org. no. insert.

## 1. Background and purpose

- 1.1 Klareringstjenesten is a company owned by Mediebedriftenes Landsforening (the Norwegian Media Businesses Association), whose business is to clear the digital use of content on behalf of the Publishers.
- 1.2 The Media Monitoring Service is a provider of media monitoring services, among other things.
- 1.3 This is a standard agreement that Klareringstjenesten offers to all Media Monitoring Services.
- 1.4 The purpose of the Agreement is to give the Media Monitoring Service the right to use sources managed by Klareringstjenesten as a basis for offering paying End Customers a media monitoring service.

## 2. Definitions

- 2.1 **"Employees"**: Employees employed at the End Customer according to proof.no. The number of employees are updated in December each year, and the update is effective from January until December next year. If the number of employees at the End Customer is not shown on proff.no, Employees includes the End Customer's permanent and temporary employees, as well as hired-in personnel who perform work in a manner corresponding to that of employees.
- 2.2 **"Articles"**: Editorial content in the Source Basis, which normally consists of a headline, introduction, body text, image(s) and metadata. Audio and video are not covered by the Agreement.
- 2.3 **"Full Text"**: The entire content of the Article.
- 2.4 **"Source Basis"**: The Publishers' publications listed at [www.klarering.no](http://www.klarering.no), which Klareringstjenesten may update on an ongoing basis.
- 2.5 **"Paper Content"**: Articles published on paper (newspapers and/or magazines, as specified in [Appendix 1](#)).
- 2.6 **"End Customer"**: Legal entity that receives the Media Monitoring Service's media monitoring service in return for payment.
- 2.7 **"Excerpt"**: Headline, first sentence, key phrase, URL link and associated metadata from an Article.

2.8 **"Publisher"**: Company, organisation or other legal entity that publishes and has editorial responsibility for a newspaper, magazine or similar editorial product.

2.9 **"Web Content"**: Articles that are published openly on the internet, without any requirement for payment, subscription or login.

### **3. The Media Monitoring Service's rights; Prerequisites for the Agreement**

3.1 This Agreement grants the Media Monitoring Service a non-exclusive right to perform the actions specified in sections **Feil! Fant ikke referansekinden.** and 5 .

3.2 The Agreement does not imply any restrictions on the rights of the Publishers, the Media Monitoring Service or the End Customers under the legislation in force at any given time.

3.3 If the Media Monitoring Service wishes to access Web Content that is not openly available on the internet (behind a paywall or other subscription or login requirements), the Media Monitoring Service must have an agreement directly with the individual Publisher. In the event of any conflict between this Agreement and such a direct agreement, the latter shall prevail.

3.4 The Media Monitoring Service shall comply with any conditions and restrictions that a Publisher may impose through the use of robots.txt or similar methods, provided that they are non-discriminatory. This may, for example, be a reservation against browsing/crawling specific Articles or specific types of Web Content.

### **4. Reproduction by the Media Monitoring Service**

4.1 The Media Monitoring Service has the right to browse/crawl, store, analyse, index and otherwise technically process Articles in order to provide Media Monitoring services to End Customers as described in section 5.

4.2 The Media Monitoring Service chooses which technology it uses. The Media Monitoring Service has the right to use artificial intelligence, subject to the restrictions set out in section 7. The Media Monitoring Service must ensure appropriate technical and organisational security measures to prevent the Articles from being misappropriated or used for purposes other than those set out in this Agreement.

### **5. The Media Monitor Service's Provision to End Customers**

5.1 The Media Monitoring Service has the right to make Web Content available to the End Customer as Excerpts or Full Text, depending on what the Media Monitoring Service chooses in [Appendix 1](#).

5.2 The Media Monitoring Service has the right to make Paper Content available to the End Customer as Full Text. The Media Monitoring Service shall specify in [Appendix 1](#) whether this shall include both newspapers and magazines or only newspapers.

5.3 Access shall be provided via e-mail, web browser or similar channels based on the End Customer's predefined search criteria or specific searches. The Media Monitoring Service has the right and obligation to refer to the Article's URL.

5.4 The Media Monitoring Service does not have the right to make changes to the Articles, beyond changes of a technical nature necessary to facilitate the media monitoring service. The Media Monitoring Service may nevertheless translate Excerpts or Full Text (or parts of

them) when making them available to the End Customer, provided that the translation is labelled as a translation.

- 5.5 If the Media Monitoring Service has the right to make Articles available in Full Text, it also has the right to make parts of the Articles available (e.g. title and introduction).
- 5.6 If the Media Monitoring Service has the right to make Articles available in Full Text, it may, without prejudice to clause 5.4, create and make available summaries of the Articles. Summaries may be created for individual articles and/or across several Articles. Summaries shall be clearly marked as summaries. The summary shall include a link to the Article(s) on which it is based. If artificial intelligence is used, the summaries shall be marked as AI-generated.
- 5.7 The Media Monitoring Service may present analysis/insights based on the Articles that have yielded search results based on the End Customer's predefined search criteria. Such analysis/insights (e.g. sentiment analysis) shall be an integral component of the media monitoring service and not a separate service.
- 5.8 The Media Monitoring Service may use a limited number of Articles free of charge for internal use for training employees, testing and further developing the media monitoring service, and for marketing the media monitoring service to potential End Customers.
- 5.9 The Media Monitoring Service may enter into an agreement with an End Customer that also grants other companies in the End Customer's corporate group the right to use the media monitoring service. In that case, the employees/personnel of such group companies shall be counted as Employees, and the fee shall be calculated based on all such Employees. The Media Monitoring Service shall ensure that the contracting End Customer is responsible for ensuring that the other group companies' use of the Articles complies with the Agreement.

## **6. End Customers' rights**

- 6.1 The Media Monitoring Service is granted the right to allow End Customers to use Articles (Full Text or Excerpts, as received from the Media Monitoring Service) for their internal use. This means that the End Customer's Employees may read and store the material received, as well as forward it to other Employees.
- 6.2 End Customers may publish Excerpts (but not Full Text) on their own intranet site, as well as on their own website to a reasonable extent, provided that it is not used for news aggregation. The End Customer may also grant read access to Excerpts (but not Full Text) to a limited number of external recipients, provided that it is not offered as a commercial service.

## **7. Prohibited use**

- 7.1 The Articles (included in Full Text, in indexed version or as Excerpts) may not be used in any other way or for any other purposes than those stated in sections 4, 5 and 6.
- 7.2 Under no circumstances may the Articles be used for the following without a separate agreement with Klareringstjenesten:
- (a) Training, development or improvement of artificial intelligence, language models, algorithms or similar technologies.

- (b) To offer analysis or insight services, such as editorial monitoring, market insight, usage statistics or trend reports. However, this does not prevent the presentation of analysis/insight of the search results, as mentioned in section 5.7 .
- (c) To offer media archive services.

## **8. Remuneration**

- 8.1 The Media Monitoring Service shall pay in accordance with Appendix 1, which also covers any copyright clearance.
- 8.2 If there is a significant change in the Source Basis, Klareringstjenesten shall notify the Media Monitoring Service, and Klareringstjenesten shall introduce a proportionate change in the remuneration to reflect the change.

## **9. The Media Monitoring Service's relationship with End Customers**

- 9.1 The Media Monitoring Service shall enter into a written agreement with the End Customers that reflects the limitations in this Agreement, including the restrictions on use in clause 6 and prohibited uses/methods in clause 7.
- 9.2 The Media Monitoring Service shall remain liable for the End Customers' misuse, unless the Media Monitoring Service terminates the agreement with the End Customer without undue delay or otherwise takes reasonable measures to prevent or stop the misuse.
- 9.3 The Media Monitoring Service shall ensure that Employees of End Customers who use the media monitoring service have unique usernames.

## **10. The Media Monitoring Service's relationship with Publishers**

- 10.1 Klareringstjenesten shall ensure that the Media Monitoring Service is whitelisted with the Publishers for access to Web Content. The Media Monitoring Service shall, when browsing/crawling or carrying out other technical means of collection, disclose its identity to the Publishers in the form of an IP address, user agent, or similar, in accordance with good industry practice.

## **11. Naming**

- 11.1 The Media Monitoring Service shall state the source and author of the Articles in accordance with good practice, to the extent that this is technically possible for the individual Publisher.

## **12. Storage and deletion**

- 12.1 The Media Monitoring Service may store the Articles (in Full Text, in indexed/edited form, and as summaries) for the duration of the Agreement. The Media Monitoring Service shall delete this as soon as possible after the termination of the Agreement.
- 12.2 Upon termination of the Agreement between the Media Monitoring Service and the End Customer, the Media Monitoring Service shall close the End Customer's access to the media monitoring service and the Articles (including summaries).

## **13. Reporting, etc.**

- 13.1 The Media Monitoring Service shall report in writing on a quarterly basis, and otherwise at the reasonable request of Klareringstjenesten, on the number of End Customers in the various categories in the remuneration table in Appendix 1, the number of indexed Articles

distributed among each of the Publishers' sources, the number of distributed Excerpts/Articles distributed among each of the Publishers' sources, and the number of End Customers receiving newspaper articles and weekly press articles, respectively.

- 13.2 Klareringstjenesten may, at its own expense, require an audit of the reports. Such audit may be carried out by Klareringstjenesten itself or by an independent third party appointed by Klareringstjenesten. If the audit reveals deviations of more than 25% in the Media Monitoring Service's reporting, the Media Monitoring Service shall bear the costs of the audit.
- 13.3 For the duration of the Agreement, Klareringstjenesten shall have free access to the Media Monitoring Service's media monitoring service in order to verify compliance with the terms of the Agreement.

#### **14. Confidentiality**

- 14.1 Information of a confidential nature that one party becomes aware of concerning the other party in connection with the Agreement, including information received under clause 12, shall be treated as confidential and shall not be made available to third parties without the consent of the other party.
- 14.2 Norsk Journalistlag (The Norwegian Union of Journalists) and the Publishers shall not be considered third parties, provided that they assume a corresponding confidentiality obligation.
- 14.3 For the avoidance of doubt, the existence and contents of the Agreement are not confidential.
- 14.4 The duty of confidentiality shall remain in force for three years after the termination of the Agreement.

#### **15. Transfer**

- 15.1 The Media Monitoring Service may not transfer its rights and obligations under the Agreement without the prior written consent of Klareringstjenesten, which may not be refused without good reason.
- 15.2 The Media Monitoring Service may also not use distributors, resellers, or similar parties to offer or enter into an agreement with the End Customer for news monitoring pursuant to this Agreement. Any entity that enters into such an agreement with the End Customer must itself have a written agreement with Klareringstjenesten. This does not prevent the Media Monitoring Service from using distributors, resellers, or similar parties for sales and marketing purposes.

#### **16. Breach and liability**

- 16.1 Each party may claim compensation for financial loss resulting from the other party's breach. However, this does not apply to indirect losses, with the exception of indirect losses resulting from the other party's grossly negligent or intentional breach.
- 16.2 Klareringstjenesten warrants that it represents the Publishers and any other rights holders.
- 16.3 The Media Monitoring Service acknowledges that Klareringstjenesten may assert claims on behalf of the Publishers and any other rights holders represented. In such cases, the Media Monitoring Service's settlement of claims against Klareringstjenesten shall be with

discharging effect, so that the Publisher or any other rights holders cannot assert the same claims against the Media Monitoring Service.

16.4 A party may terminate the Agreement with immediate effect on the following grounds: (a) the other party materially breaches its obligations under the Agreement and the breach is not remedied within 30 days after written notice, or (b) a transaction occurs which results in a party, directly or indirectly, coming under the controlling ownership of a competitor of the other party.

16.5 In other respects, the parties' liability is governed by general Norwegian law.

## **17. Duration**

17.1 The Agreement shall enter into force upon signing and shall remain in force for 24 months without the right of termination.

17.2 The Agreement shall then be renewed for one year at a time, unless terminated by one of the parties within three months prior to expiry.

## **18. Choice of law and dispute resolution**

18.1 The Agreement is governed by Norwegian law. Oslo District Court is the venue for legal proceedings.

*[Signature on next page]*

On behalf of Mediebedriftenes Landsforening

On behalf of the Media Monitoring Service

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Date:

Date:

## Appendix 1 Remuneration

### 1. Calculation of remuneration

- 1.1 The Media Monitoring Service shall pay Klareringstjenesten a remuneration per End Customer per month.
- 1.2 The Media Monitoring Service may offer potential End Customers a free trial period of up to 30 days, without these being included in the calculation of the number of End Customers for which the Media Monitoring Service shall pay Klareringstjenesten.
- 1.3 The fee is calculated based on the number of Employees at the End Customers in accordance with the following table. Prices per month in NOK.

Number of employees	Web: Excerpt	Web: Full Text	Paper: *Newspaper	Paper: *Newspaper+magazine
<b>Selection</b>				
1	123	181	185	322
2–75	123	320	185	322
76–250	218	426	185	322
251–500	284	533	185	322
501+	567	961	185	322

\*In the case of direct agreements with sources regarding access to paper sources, the payment will be reduced proportionally.

### 2. Terms of payment

- 2.1 The fees are stated excluding VAT.
- 2.2 Based on the Media Monitoring Service's reports, Klareringstjenesten shall send invoices in arrears on a quarterly basis with a 30-day due date.
- 2.3 Interest shall be charged on late payments in accordance with the Norwegian Act relating to Interest on Overdue Payments.

### 3. Remuneration adjustment

- 3.1 Remuneration shall be adjusted annually in line with developments in the consumer price index.