

Rightsholder Authorizations Agreement

Date: _____

This **Rightsholder Authorizations Agreement** (the "Agreement") provides for participation by _____ (the "Rightsholder"), an author or publisher of copyrighted works (the "Works"), in those copyright licensing services operated by Copyright Clearance Center, Inc. ("CCC") which are identified below (and full descriptions of which are listed on the attached service description pages).

TERMS AND CONDITIONS

1. **Agreement to Participate.** By execution of this Agreement (and of the applicable service description pages attached to this Agreement, which are incorporated herein by this reference), Rightsholder agrees to participate in each of CCC's copyright licensing services marked below, in accordance with CCC's standard terms for such service. Rightsholder agrees to supply to CCC a list (as Rightsholder may amend it from time to time) of the Works to be included within the scope of this Agreement, including all identifying information as may reasonably be requested by CCC.

Participating? (Initial one box on each line)		Name of CCC Service (with brief description) (Also sign chosen services' attached description pages)
YES	NO	
		Academic Permissions Service (university coursepack photocopying)
		Electronic Course Content Service ("electronic" material maintained for students and faculty)
		Academic Repertory License for Photocopy and Digital Uses (internal photocopy and digital uses by academic institutions, administered and priced on a repertory basis)
		Transactional Reporting Service (general photocopying use)
		Digital Permissions Service (general use of materials electronically)
		Foreign Authorization Service (photocopy licensing services in other countries)

2. **Grant of Rights.** Rightsholder grants to CCC the non-exclusive right to grant non-exclusive authorizations to users to reproduce portions from each of the Works in accordance with the description of each service attached to this Agreement and chosen by Rightsholder (as marked above).

3. **Terms and Conditions of Authorizations to Be Granted by CCC to Users.** Rightsholder has set forth on the schedule printed on each service description page attached to this Agreement the prices at which CCC shall authorize users to reproduce the Works under that service. (Rightsholder acknowledges that certain services may permit individual price setting if such limitation is explicitly set forth on the applicable service description page.) Rightsholder may change any prices upon written notice to CCC, but such changes shall govern the terms of only those authorizations to users granted or renewed at least 60 days after CCC receives notice of the changes. Other terms and conditions of any authorization to users may be determined by CCC within the scope of the authority granted to CCC by this Agreement.

4. **Royalties to Rightsholder.** Periodically, CCC shall pay over to Rightsholder all royalties collected from users relating to Rightsholder's Works and attributed to individual titles, after deduction of the applicable CCC service charge. Such periodic basis will be no less often than quarterly in any transactional service that has progressed beyond its start-up phase. In accordance with good business practice, *de minimis* amounts will be accrued and paid when they reach a reasonable threshold determined by CCC.

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5. **Sharing of Information.** Rightsholder authorizes CCC to provide Work usage and royalty information to any other person with reasonable documentation identifying that person as a rightsholder with continuing financial interest in the applicable Work. If Rightsholder chooses to deny such authorization to CCC, please initial here: _____.

6. **Rightsholder's Warranties.** Rightsholder warrants that (a) he/she/it has the rights necessary to enter into this Agreement; and (b) subject to a user's adherence for at least one year to the terms and conditions of its authorization agreement with CCC, Rightsholder thereupon waives any unasserted prior claims of copyright infringement he/she/it may have relating to the reproduction of Works that, if done during the term of a user's CCC authorization agreement, would have been within the scope of that agreement.

7. **Rightsholder's Indemnity of CCC.** Rightsholder indemnifies and holds harmless CCC and its employees, officers and directors from any liability to which CCC may be subject with respect to any activities on behalf of Rightsholder that are expressly authorized under this Agreement.

8. **Term and Termination.** This Agreement shall be in force for a period of two years from the date set forth above and thereafter until terminated, either altogether or as to a particular Work, by either party on at least 180 days' prior written notice. Termination of this Agreement shall have no effect on user authorization agreements with CCC then in effect; provided, however, that any such user authorization agreement shall provide for the removal of a particular Work or of Rightsholder's Works in general from the scope of such agreement as of the end of the first academic term (or analogous period) the last day of which is more than 60 days following the date of notice by CCC of such removal.

9. **Assignment of Agreement or Particular Works.** This Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that Rightsholder agrees to notify CCC promptly of (and to provide to CCC any reasonable documentation concerning) the transfer of any Work to another person.

10. **No Amendment Without Writing; Notices.** This Agreement may not be modified or amended except by documents signed by the parties hereto. The parties anticipate that new services may be offered by CCC and/or accepted by Rightsholder by means of execution of new service description pages and their attachment to this Agreement. Notices will be effective immediately upon delivery by hand or confirmed fax, or on the fifth day after mailing, if addressed as set forth at the end of this Agreement, to the attention of the person signing on behalf of Rightsholder or of the President of CCC.

11. **Choice of Law; Arbitration.** This Agreement shall be interpreted, construed, governed and enforced in accordance with and under the laws of the State of New York, without giving effect to the principles thereof of conflicts of law, and any claims or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration to be held in New York City in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

RIGHTSHOLDER

Name: _____

Address: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

Electronic Mail Address: _____

Signature: _____

Printed Name: _____

Job Title: _____

COPYRIGHT CLEARANCE CENTER, INC.

222 Rosewood Drive

Danvers, Massachusetts 01923

978-750-8400

978-646-8600

feedback@copyright.com

Signature: _____

Printed Name: _____

Job Title: _____

ACADEMIC PERMISSIONS SERVICE
(Service Description Page)

General Description:

This service entitles a registered user to make copies or create coursepacks for distribution or resale to students.

Limitations:

Permission grants are non-exclusive and non-transferable and are for one-term educational use only in the original language. Additions, deletions and other alterations of materials are prohibited, and there are specific limits imposed on the proportion of a work that may be copied. No APS permission includes the right to reproduce third party material included within the work and so credited therein. Certain copyright notices are required.

Pricing to be Provided by Rightsholder:

Per Page Per Copy Fee: <i>(Please circle one)</i>	No Charge	1¢	2¢	3¢	4¢	5¢
	6¢	7¢	8¢	9¢	10¢	Other* _____

**Other: for fees of less than 1¢ or more than 10¢, or for fees with increments of less than a full cent, please write in the amount.*

From the royalty collected, CCC will retain a service fee prior to transmitting net funds to Rightsholder.

Information:

CCC will ordinarily obtain and provide to Rightsholder information about title, numbers of copies and/or copy-pages, name of class, institution and professor in connection with which the copies were made, and total net royalty, but will not obtain the name of the particular end-user of any particular copy.

THIS SERVICE AGREED TO BY RIGHTSHOLDER

Printed Name of Rightsholder: _____

Signature: _____ Date: _____

(If corporate Rightsholder, printed name and job title of signer): _____

ELECTRONIC COURSE CONTENT SERVICE
(Service Description Page)

General Description:

This service entitles a college or university to import material in or into electronic format, and to allow electronic access to this material to members of a designated college or university class.

Limitations:

Access to the material is limited to enrolled students and the applicable instructor by means of electronic control (e.g., password).

Pricing to be Provided by Rightsholder:

Per Page per Copy Fee: (Please circle one)	No Charge	1¢	2¢	3¢	4¢	5¢
	6¢	7¢	8¢	9¢	10¢	Other* _____

**Other: for fees of less than 1¢ or more than 10¢, or for fees with increments of less than a full cent, please write in the amount.*

From the royalty collected, CCC will retain a service fee prior to transmitting net funds to Rightsholder.

Information:

CCC will ordinarily obtain and provide to Rightsholder information about title, name of class, institution and professor, and number of students enrolled in the class in connection with which the permission was granted, and total net royalty, but will not obtain the name of the end-user of any particular copy.

THIS SERVICE AGREED TO BY RIGHTSHOLDER

Printed Name of Rightsholder: _____

Signature: _____ **Date:** _____

(If corporate Rightsholder, printed name and job title of signer): _____

ACADEMIC REPERTORY LICENSE
for Photocopy and Digital Uses
(a.k.a. Annual Academic Copyright License)
(Service Description – Page 1 of 3)

General Description and Limitations:

This service is available to academic institutions of various kinds and licenses unlimited photocopying, faxing and digital uses by all students, faculty, other employees and on-premises contractors of the institution solely for the internal purposes of the organization.

Licenses are issued to institutions on an annual basis (which may begin on any day of the year but, after a start-up period, will likely be coextensive with the academic year) and a Rightsholder's Work remains covered by a license for the full then-existing term of that license even if the Rightsholder should withdraw that Work from the program (but no licenses issued after the effective date of a withdrawal of the Work will include the Work).

This service entitles academic institutions anywhere in the world to select portions from Works received from Rightsholder (or an authorized representative of Rightsholder) already in digital form – or to convert portions of Works to digital form, provided that such digital form is in PDF format or other image-capture format that produces a faithful and accurate representation of such Work portion – (each of such digital forms being an "Authorized Reproduction"), then store such Authorized Reproduction within the institution's electronic network, and then make any and all of the following paper and electronic uses of articles and other portions of Works:

- (1) to distribute, by means of an electronic network under the control of the academic institution and reserved for internal use (for example, by posting on an academic institution intranet or course management or e-reserve system or by sending by internal e-mail), Authorized Reproductions to any employee, contractor or student of the academic institution with authorized access to such network, for reading and electronic "marking up" by such person and for other uses within the scope of this Agreement;
- (2) to distribute, by means of e-mail, postal mail or other person-to-identified-person communication, Authorized Reproductions or photocopies of portions of Works to persons outside the academic institution with whom the individual employee, contractor or student making the distribution is currently working on research recognized by the academic institution (it being understood that any such distribution conveys no right to any such outside person to make any use of the Authorized Reproduction or photocopy beyond reading it), provided that such distribution (i) is without charge (including without a cost recovery charge), (ii) does not involve the systematic distribution of copies to any such outside person, and (iii) does not involve the bulk distribution of copies to any such outside person;
- (3) to print out physical copies of digital Authorized Reproductions on paper or paper equivalents (for example, film or acetate);
- (4) to photocopy portions of Works;
- (5) to distribute such printed-out Authorized Reproductions and such photocopies of portions of Works to employees, contractors and students of the academic institution (or under the conditions identified in clause (2) above);

ACADEMIC REPERTORY LICENSE
for Photocopy and Digital Uses
(a.k.a. Annual Academic Copyright License)
(Service Description – Page 2 of 3)

- (6) to combine photocopies and/or electronic Authorized Reproductions, whether licensed by Rightsholder or by other rightsholders, into coursepacks, e-coursepacks or their equivalent, for distribution to students of the academic institution (with electronic distributions including appropriate access controls, such as passwords), even if such "packs" might otherwise be deemed to be derivative works; and
- (7) to transmit photocopies and/or electronic Authorized Reproductions, each of them a faithful representation of the applicable Work portion, to an agency of the United States government or of the government of a state (or political subdivision thereof) or of the government of another country (or political subdivision thereof), or to a nationally recognized accrediting agency (responsible for accreditation or professional licensing of the academic institution or of an employee, contractor or student of the academic institution), if required by such government or agency for regulatory (such as for patent applications), accreditation or licensing purposes, provided that such electronic copy or photocopy carries the copyright notice attached to the Work and is marked to the effect of "This Copy of Copyrighted Material Was Made and Delivered to the Agency Under License from Copyright Clearance Center, Inc. – No Further Reproduction is Permitted".

This service also authorizes academic institutions which have entered into applicable agreements with CCC to make Authorized Reproductions and/or combine photocopies of articles and other portions of Works in the form of paper coursepacks or electronic course content (including electronic coursepacks or e-reserves) through arrangement with third-party entities (for whose activities hereunder the academic institution accepts responsibility) on the following conditions: each such third-party entity (i) shall have been identified to CCC by the applicable academic institution, (ii) shall have entered into an appropriate agreement with the applicable academic institution (including obligations to produce and deliver usage data), and (iii) shall produce paper coursepacks or electronic course content under an individual arrangement with the academic institution solely at the request of, and for distribution to, employees, contractors and/or students of the institution and shall mark each item to the effect of "the fee for this item does not include any copyright fee because any copyright fee has been prepaid by [the academic institution] on the recipient's behalf."

The scope of authorization under this service (a) does not include any right to manipulate or change an individual Work portion in any way, (b) except as provided in clauses (2) and (7) above, does not include any right for an academic institution to distribute a copy of a Work portion to any person other than an employee, contractor or student of the academic institution for his or her own use within the context of the academic institution, and (c) except as provided in the immediately preceding paragraph, does not authorize any outside person to create or deliver an Authorized Reproduction to the academic institution or any employee, student or contractor.

ACADEMIC REPERTORY LICENSE
for Photocopy and Digital Uses
(a.k.a. Annual Academic Copyright License)
(Service Description – Page 3 of 3)

Pricing and Information:

Pricing is based on an access model, and prices are not set by individual Rightsholders. CCC's Rightsholders' Committee (made up of rightsholder members of CCC's Board of Directors or their designees) sets prices based on the number of students at an academic institution and the research-intensity of the institution (as reflected by its categorization under the well-known Carnegie classification). Econometrically-designed surveys of institutions' usage of participating Works form the basis for CCC to distribute total royalties collected among Works (net of the CCC service fee determined by CCC's Board of Directors), and distributions are made only to those Works that are projected by the surveys to have been used by licensed academic institutions.

Because of the statistical nature of the data used for determining distributions and CCC's confidentiality obligations to users about their precise use of copyrighted works, minimal data (beyond royalties due) is available for distribution to Rightsholders.

THIS SERVICE AGREED TO BY RIGHTSHOLDER

Printed Name of Rightsholder: _____

Signature: _____ Date: _____

(If corporate Rightsholder, printed name and job title of signer): _____

TRANSACTIONAL REPORTING SERVICE
(Service Description Page)

General Description:

This service is available to any registered user and is based on the "honor" system of the user determining what uses require payment.

Limitations:

Authorizations are limited to personal or internal use or, unless otherwise indicated in the permissions policy statement printed in the publication, to the personal or internal use of specific clients of the user. Reproduction by photocopy and microform machine, as well as the facsimile transmission of copies ("faxing" or its equivalent), is included in the system of authorizations. Users may not input Works into computerized databases (or any other non-transitory electronic/digital form); reproduce for public distribution, such as for advertising or promotion; reproduce an entire publication (cover-to-cover); or reproduce for resale to the general public.

Pricing to be Provided by Rightsholder:

Please fill in one or both blanks for each type of Work:

Articles: _____ per page per copy

Books: _____ per page per copy

From the royalty collected, CCC will retain a service fee prior to transmitting net funds to Rightsholder.

Information:

CCC will ordinarily obtain and provide to Rightsholder information about title and total net royalty, but will not obtain the name of the particular user or end-user of any particular copy.

THIS SERVICE AGREED TO BY RIGHTSHOLDER

Printed Name of Rightsholder: _____

Signature: _____ Date: _____

(If corporate Rightsholder, printed name and job title of signer): _____

DIGITAL PERMISSIONS SERVICE
(Service Description Page)

General Description and Limitations:

This service entitles users anywhere in the world to select portions from Works received from Rightsholder (or an authorized representative of Rightsholder) already in digital form – or to convert portions of Works to digital form, provided that such digital form is in PDF format or other image-capture format that produces a faithful and accurate representation of such Work portion – (each of such digital forms being an “Authorized Reproduction”) and store such Authorized Reproductions within the user’s electronic network, and then do one of the following:

- (1) to distribute Authorized Reproductions, by means of electronic mail (whether wired or wireless) or other form of digital transmission (such as “electronic faxing” or other technologies which allow transmission of a copy by telephone or other public electronic network from one computer to another and result in a faithful and accurate representation of the Work portion being made accessible in the second computer), to any specific person (that is, not by mass mailing to the public) for reading and electronic “marking up” by such person and for one print-out onto paper or paper equivalent by each such person; or
- (2) to distribute Authorized Reproductions, by means of the user’s intranet (or similar internal electronic network), to any employee or other person with authorized access to the user’s intranet (or similar internal electronic network), for reading and electronic “marking up” by such person and for one print-out onto paper or paper equivalent (for example, film or acetate) by each such person; or
- (3) to distribute Authorized Reproductions, by means of an extranet (or similar limited-access electronic network controlled by the user) or of a secured site on a public electronic network (such as a password-protected site, controlled by the user, on the Internet), to any person with authorized access to such extranet or secured site, for reading and electronic “marking up” by such person and for one print-out onto paper or paper equivalent by each such person; or
- (4) to distribute Authorized Reproductions, by means of an unsecured site on a public electronic network (such as a public Website on the Internet), to any person with access to such site, for reading and electronic “marking up” by such person and for one print-out onto paper or paper equivalent.

This service does not include any right to manipulate or change an individual Work portion in any way.

Pricing to be Provided by Rightsholder:

Please fill in tables (with prices or exclusions) on the next page. From the royalty collected, CCC will retain a service fee prior to transmitting net funds to Rightsholder. From the royalty collected, CCC will retain a service fee prior to transmitting net funds to Rightsholder.

Information:

CCC will ordinarily obtain and provide to Rightsholder information about title and total net royalty, but will not obtain the name of the particular user or end-user of any particular copy.

THIS SERVICE AGREED TO BY RIGHTSHOLDER

Printed Name of Rightsholder: _____

Signature: _____ **Date:** _____

(If corporate Rightsholder, printed name and job title of signer): _____

DIGITAL PERMISSIONS SERVICE
(Pricing Schedule)

As with all CCC services, this form is designed to apply to all of Rightsholder's Works (including exclusions of all Works from particular uses). If Rightsholder desires to exclude specific Works or groups of Works from particular uses, please contact CCC for the necessary forms.

Rightsholder may set either a standard price for each type of use or designate individual prices for specific titles. If the latter, please add extra pages as required, providing the applicable information for each title.

Digital Transmission (including e-mail) – use #1

Recipient(s)	Set Price Per Recipient To Include	Initial To Exclude
1-49	\$	
50-249	\$	
250-499	\$	
500+	\$	

Intranet Posting – use #2

License Duration	Set Price To Include	Initial To Exclude
Up to 30 calendar days	\$	
Up to 180 calendar days	\$	
Up to 365 calendar days	\$	
Unlimited	\$	

Extranet Posting – use #3

License Duration	Set Price To Include	Initial To Exclude
Up to 30 calendar days	\$	
Up to 180 calendar days	\$	
Up to 365 calendar days	\$	
Unlimited	\$	

Internet Posting – use #4

License Duration	Set Price To Include	Initial To Exclude
Up to 30 calendar days	\$	
Up to 180 calendar days	\$	
Up to 365 calendar days	\$	
Unlimited	\$	

FOREIGN AUTHORIZATIONS SERVICE
(Service Description Page)

General Description:

Rightsholders who participate in this service authorize CCC to place their Works in copyright licensing systems operated by organizations like CCC in other countries ("Reproduction Rights Organizations" or "RROs") on the same terms as domestic rightsholders in each country, to receive royalties from those RROs, and to make reasonable accommodations for royalties that are received without sufficient data to precisely identify the rightsholder to whom they should be distributed.

Limitations:

Limitations vary from country to country. In most countries, use data is limited and royalties are often distributed on statistical bases.

Pricing to be Provided by Rightsholder:

As of January 1, 2005, few, if any, foreign RROs operate systems in which individual Rightsholders are able to set prices for use of their works. In those few cases where individual price-setting is available, CCC will apply the price provided by Rightsholder for the service operated by CCC most similar to the foreign program in question unless Rightsholder notifies CCC in writing of its decision to alter that price.

Service fees will be deducted on an equal basis from all participating Rightsholders.

Information:

CCC will ordinarily obtain and provide to Rightsholder all use information provided by the foreign RRO or calculated by CCC in accordance with instructions received from the foreign RRO regarding statistical estimation or other data.

THIS SERVICE AGREED TO BY RIGHTSHOLDER

Printed Name of Rightsholder: _____

Signature: _____ Date: _____

(If corporate Rightsholder, printed name and job title of signer): _____

RIGHTSHOLDER AUTHORIZATIONS AGREEMENT
CURRENT ADMINISTRATIVE CHARGES as of July 12, 2008

Academic Permissions Service (university coursepack photocopying)	15%
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Electronic Course Content Service ("electronic" material maintained for students and faculty)	15%
--	-----

Transactional Reporting Service (general photocopying use)	15%
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Digital Permissions Service (general use of materials electronically)	15%
--	-----

Republication Licensing Service (works to be included in a newly created Work)	15%
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In all of the above services, an additional 15% surcharge fee will be added for the manual handling of works without pre-authorized fees and permissions.

Annual Academic Copyright License (repertory license for academic institutions' internal photocopy and digital uses)	Determined by CCC Board
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Foreign Authorizations Service (photocopying licensing services in other countries)	Participating 15% Non-participating 25%
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MINIMUM PAYMENT POLICY as of April 1, 2002

Please note that, in accordance with good business practice, CCC has a minimum payment policy for royalty distributions.

Distribution payments are made on a quarterly basis for each transactional service in which you have registered your copyrighted material and in which the total amount due you has reached \$250 or more. If you are owed a lesser amount, the royalty funds will continue to accumulate in your account until the \$250 minimum is reached. You will then receive your royalty payment as part of the next quarterly distribution for the service.

HOWEVER, once a year in each service, CCC reduces the minimum threshold for distribution payments. At that time, we issue payments on each account in which we have collected at least \$50 of royalties for you. Therefore, as an example, if you have earned \$60 in royalties under one service, you will receive one annual check; and if you have earned an additional \$150 in royalties under another CCC service, you can expect a second annual check. (As above, if your royalties do not exceed the annual \$50 minimum in a service, they will continue to accumulate until either the \$250 quarterly or the \$50 annual minimum is reached.)