



Rightsholder Authorizations Agreement

Date: _____

This **Rightsholder Authorizations Agreement** (the "Agreement") provides for participation by _____ (the "Rightsholder"), a holder of rights (whether as author, other creator, publisher or other rightsholder) in copyrighted works (the "Works", as described further in Section 1 below), in those copyright licensing services operated by Copyright Clearance Center, Inc. ("CCC") which are identified below.

1. **Grant of Rights.** Rightsholder grants to CCC the non-exclusive right to grant non-exclusive licenses to users to reproduce portions from Works in accordance with the standard terms and conditions for each CCC licensing service, as such terms and conditions may be revised from time to time by CCC, provided that at all times Rightsholder shall be treated substantially similarly to all other rightsholders participating in each such service. "Works" shall mean all publications and other copyrighted works of Rightsholder (and of each division and subsidiary of Rightsholder), except those that Rightsholder shall specifically identify to CCC in writing as excluded. The CCC licensing services are as follows:

a. **Subscription Licenses:**

- (i) photocopy and digital reproduction in the corporate market on a repertory basis; and
- (ii) photocopy and digital reproduction in the academic market on a repertory basis; and
- (iii) such other repertory licensing services as CCC may develop and make generally available to rightsholders and users, and as to each of which CCC will give notice to Rightsholder and Rightsholder may opt out (by a reasonable deadline set in CCC's notice) prior to Rightsholder's Works being included therein.

b. **Pay-per-Use Licenses:**

- (i) photocopy and digital reproduction in the corporate market on a pay-per-use basis; and
- (ii) photocopy and digital reproduction in the academic market on a pay-per-use basis; and
- (iii) "republication" of content into a new form (such as reproduction of a newspaper article in a textbook), including translation of all or a part of a Work into another language; and
- (iv) such other pay-per-use licensing services as CCC may develop and make generally available to rightsholders and users, and as to each of which CCC will give notice to Rightsholder and Rightsholder may opt out (by a reasonable deadline set in CCC's notice) prior to Rightsholder's Works being included therein.

c. **International Exchange of Rights and Royalties:**

- (i) arrangements between CCC and similar licensing organizations in other countries that result in the exchange of rights and royalties between such organizations on behalf of their participating rightsholders.

2. **Prices, Terms and Conditions of Licenses to be Granted by CCC to Users.**

- a. Rightsholder agrees to provide to CCC in writing, upon CCC's request, the prices at which CCC shall authorize users to reproduce the Works under each pay-per-use licensing service. Rightsholder may change any prices upon written notice to CCC, but such changes shall govern the terms of only those licenses to users granted at least 60 days after CCC receives notice of the changes.
- b. CCC shall determine the prices of Repertory Licenses under the supervision of a Rightsholders Committee appointed by CCC's Board of Directors.
- c. Other terms and conditions of any license to users may be determined by CCC within the scope of the authority granted to CCC by this Agreement.

3. **Payments to Rightsholder.** At least twice each year, CCC shall pay Rightsholder his/her/its share of royalties from Pay-Per-Use and Repertory Access Licenses.

- a. Rightsholder's royalties from Pay-per-Use licenses shall be based upon prices set by Rightsholders and usage reported by content users.

- b. The royalties paid for Repertory Licenses shall be determined by first deducting from each royalty pool collected from licensees all applicable CCC operating expenses, as determined pursuant to policies of CCC's Board of Directors, and then determining Rightsholder's share of each royalty pool in accordance with the applicable statistical distribution model. (In accordance with good business practice, de minimis amounts will be accrued and paid when they reach a reasonable threshold determined by CCC.)

4. **Usage Information.** CCC shall provide to Rightsholder usage information for its Works in the CCC licensing services consistent with CCC's confidentiality obligations to users, on the same basis that such usage information is provided to all other rightsholders participating in the same services.

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 the removal of a particular Work or of Rightsholder's Works in general from a CCC licensing service as to new user authorization agreements shall not occur until the latest of (i) the effective date of termination of this Agreement, (ii) 60 days following the date of notice of termination or removal to CCC, or (iii), in connection with a license in the academic market, 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 to users 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. 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

Organization Name: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Facsimile Number: _____
Electronic Mail Address: _____

Signature: _____
Printed Name: _____
Title: _____

COPYRIGHT CLEARANCE CENTER, INC.

222 Rosewood Drive
Danvers, Massachusetts 01923
978-750-8400
978-646-8600
feedback@copyright.com

Signature: _____
Printed Name: _____
Title: _____