

Copyright License

This Agreement is entered into by the INTERNATIONAL CHILDREN’ S DIGITAL LIBRARY FOUNDATION (hereafter, the “**ICDL**”), a Delaware 501(c)3 nonprofit corporation, on behalf of the entity identified below as “**Licensors**” and is effective upon execution by Licensors.

Name of Licensors

Address of Licensors: _____

Licensors Contact: _____

Licensors Telephone #

Licensors Facsimile #

E-mail address

In consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the parties agree as follows:

1. Basic License Rights: Licensors hereby grants ICDL a free, nonexclusive right and license to reproduce digital versions of the books identified in Schedule 1 (“**Books**”) and such other Books that Licensors may add to Schedule 1 at any time in the future (“**Future Books**”), perform and display digital versions of the Books and Future Books and to authorize others to do the same, only for the purposes set out in Section 3 (License Conditions). In addition, Licensors also grants ICDL the right to enhance the readability of the Books and Future Books as needed solely for the purpose of facilitating readability on user devices. The rights set out in this section 1 (Basic License Rights) are collectively referred to as the “**Basic License**.”

2. Supplemental License Rights: Licensors may, at its sole discretion, elect to grant ICDL any or all of the supplemental license rights described in Exhibit A (“**Supplemental License**”) in addition to the Basic License rights granted under paragraph 1. Licensors hereby grants ICDL those Supplemental License rights Licensors has selected as indicated in Schedule 2. If Licensors does not indicate whether a right described in Schedule 2 is granted or denied to ICDL, the right will be deemed to be granted to ICDL.

3. License Conditions: The rights granted to ICDL under paragraphs 1 and 2 are subject to the following terms and conditions:

- a. The Books, including the front and back covers, will be scanned, digitized, published, and transmitted to users via the Internet or special installations behind a firewall, but the content will not be modified or edited in any way except as permitted by Licensors’s granting of one or more Supplemental License Rights or as is required to enhance readability on user devices.
- b. ICDL may choose to provide its designees with a copy of the Books on CD or DVD designed to be accessed with the ICDL application solely to allow use of the ICDL on machines with limited or no connectivity to the Internet.

- c. The current digitization guidelines are based on the current standards set forth by the U.S. Library of Congress. Pursuant to the current U.S. Library of Congress standards, each page will be scanned at 300 dpi, cropped, and stored as an uncompressed image; a screen-resolution compressed image will be deployed to the book readers; and the book will be scanned at a 1:1 ratio. ICDL may modify its digitization guidelines at any time and without notice, including modifications that deviate from current or future U.S. Library of Congress standards.
- d. ICDL shall not charge any fee to access www.childrenslibrary.org or such other sites or installations from which ICDL or its designees makes the Books accessible under this Section 3 (License Conditions).
- e. ICDL will include a copyright notice and acknowledgment of Licensor's license to ICDL in all displays and publications of the Books, in whole or in part, using the following format: "Copyright held by {Name of Licensor(s)}. This work is made available with the permission of the owner(s) of the copyright."
- f. Where available and practicable, ICDL will employ technological measures that aim to prevent unauthorized further display and/or distribution of the Books.
- g. ICDL offers to protect Books at one of several levels of security described in Exhibit B. Licensor hereby directs ICDL to protect Books at the Security Level Licensor has selected as indicated in Schedule 2.
- h. ICDL has permission to establish other sites and installations including, but not limited to, mirror sites, backup sites and special ICDL installations behind firewalls, which will observe all requirements set forth in this Agreement.
- i. ICDL may, as it sees fit, reproduce, in print, small portions of the Books and any Future Books and display digital versions of the Books and Future Books for ICDL's marketing and promotional purposes.

4. Representations: Licensor represents and warrants that (a) it is the sole owner of copyright in the Books and has full authority to grant ICDL the Basic License and Supplemental License rights under paragraphs 1 and 2, and (b) ICDL has no obligation under copyright law to obtain any additional copyright permissions or clearances to exercise the specific rights granted under paragraph(s) 1 and/or 2. Licensor will notify ICDL in writing promptly upon the occurrence of any event that renders the license granted to ICDL no longer valid.

5. Future Books: Future Books, as defined in paragraph 1, will be subject to the terms and conditions of this Agreement, including Schedule 2, as if they were identified in the original Schedule 1, unless the parties amend this Agreement to provide otherwise at the time a Future Book is added to the Agreement.

6. Notices: Any notices required to be provided under this Agreement shall be deemed sufficient if given in writing and delivered in person or by facsimile or E-mail, confirmed by overnight or certified mail, postage prepaid and return receipt requested, to the Licensor contact at the address identified above, and to ICDL contact at the address identified below, or such other address and/or contact as either party may hereafter designate by notice in writing. A notice shall be deemed effective upon receipt. Routine communications and inquiries may be made by E-mail.

Address of ICDL: International Children's Digital Library Foundation (ICDL)
College of Information Studies, University of Maryland
4105 Hornbake Library, South Wing
College Park, MD 20742

1-617-848-9600 (outside North Amer.)
1-800-997-ICDL (U.S. & Canada)
ICDL Telephone #

1-617-848-9600 (outside North Amer.)
1-800-997-ICDL (U.S. & Canada)
ICDL Facsimile #

rights@childrenslibrary.org
E-mail address

7. Term and Termination: Unless it is terminated sooner, this Agreement will remain in effect with respect to each Book and Future Book until its copyright expires, at which point ICDL shall be free to make use of the book as a work within the public domain. The parties may terminate this Agreement at any time upon mutual written agreement. Either Party may terminate this Agreement at any time for any reason upon at least thirty (30) days prior written notice to the other party. Upon termination, ICDL shall promptly remove Licensor's Book(s) from www.childrenslibrary.org, or such other sites and installations as ICDL may have established.

8. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

9. Governing Law: The validity, interpretation and effect of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, including applicable treaties and agreements in effect between the United States of America and the country in which Licensor is incorporated.

10. Relationship of Parties: The relationship of the parties to this Agreement is that of independent contractor. Nothing herein shall be construed to create a partnership, joint venture, or teaming agreement between Licensor and ICDL. Nothing herein shall be construed to imply that either party's employees are employees of the other.

11. Illegal provisions: In the event any portion of this Agreement that is not vital to its meaning or implementation is held illegal, void or ineffective, the remaining portions thereof shall remain in full force and effect.

12. Entire Agreement: All attached schedules and exhibits are incorporated as part of this Agreement. This Agreement embodies the entire understanding between the parties with respect to its subject matter. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. This Agreement may be modified only upon written agreement of the parties.

13. English Version: In the event this Agreement is translated into a language other than English and a discrepancy arises between the English version and the other version, the English version shall control.

14. Counterparts: This Agreement may be executed in one or more counterparts, each of which will constitute an original and which taken together will constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

AGREED TO BY:
LICENSOR:

ICDL:

Printed Name of Authorized Signatory

Printed Name of Authorized Signatory

Signature of Authorized Signatory

Signature of Authorized Signatory

Title of Authorized Signatory

Title of Authorized Signatory

Date

Date