



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 rights-holder) 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. **Annual Licenses:**

- (i) photocopy and digital reproduction in the business market on an annual (or repertory) basis; and
- (ii) photocopy and digital reproduction in the academic market on an annual (or repertory) basis; and
- (iii) such other annual (or 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 business 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) "republishing" 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 annual (or 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.**

a. At least twice each year, CCC shall pay Rightsholder his/her/its share of royalties from pay-per-use and annual (or repertory) licenses.

b. Rightsholder's royalties from pay-per-use licenses shall be based upon prices set by Rightsholders and usage reported by content users.

c. The royalties paid for annual (or 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: _____

Country: _____

Telephone Number: _____

Facsimile Number: _____

Electronic Mail Address: _____

Signature: _____

Printed Name: _____

Title: _____

COPYRIGHT CLEARANCE CENTER, INC.

222 Rosewood Drive

Danvers, Massachusetts 01923

United States

978-750-8400

978-750-0569

rightsholders@copyright.com

Signature: _____

Printed Name: _____

Title: _____

**Academic
Pay Per Use Services
Royalty Fee Schedule
(text-based materials)**

General Service Description

Allows academic content users to make use of participating works in the following ways:

- to make print or electronic copies of participating works for redistribution or resale to students as course materials or
- to allow electronic access to the material to members of a designated course through electronic reserve or Course Management System postings, etc.

Pricing to be provided by Rightsholder

Please assign a royalty fee per article and/or per page OR per request.

Print Use Royalty	
Per Article/Chapter Royalty	\$
Per Page Royalty	\$
Per Request	\$

Electronic Use Royalty	
Per Article/Chapter Royalty	\$
Per Page Royalty	\$
Per Request	\$

You may also assign a royalty fee for the use of an entire book.

Print Use Royalty	
Entire Book Fee	\$

Electronic Use Royalty	
Entire Book Fee	\$

**Business and General
Pay Per Use Services
Royalty Fee Schedule
(text-based materials)**

General Service Description

Allows business and general content users to make use of participating works in the following ways:

- print copies
- digital transmission; including email
- posting to intranet, extranet and internet sites

Pricing to be provided by Rightsholder

For ***print*** uses, please assign a royalty fee per article/chapter and/or per page OR per request.

Royalty	
Per Article/Chapter Royalty	\$
Per Page Royalty	\$

For ***digital*** uses of chapter or article level content, please provide pricing for each use listed below:

Email

Number of Recipients	Royalty Per Recipient
1-49	\$
50-249	\$
250-499	\$
500+	\$

Digital Posting

Requested Duration	Intranet Royalty	Extranet Royalty	Internet Royalty
Up to 30 calendar days	\$	\$	\$
Up to 180 calendar days	\$	\$	\$
Up to 365 calendar days	\$	\$	\$

Republication Pay-Per-Use Fee Schedule

General Service Description

Allows users to republish third-party content into new works or expand rights to republish third-party content in backlist titles. CCC’s new republication service helps users – commercial publishers, freelancers, independent authors and creators – to more easily and efficiently license republication rights.

Pricing to be provided by Rightsholder

Step 1: Assign Base Prices

Please specify your prices in the table on page 2:

- Set your base price by type of use for each portion. Your base price assumes a requestor type of for-profit businesses.
- On page 3, you can add surcharges or discounts by other requestor types.
- If, after considering all options, you determine you cannot pre-price a particular permission, enter “MR” for “Managed Redirect.” This means you will review these permissions requests on a case-by-case basis.
- If you do not hold the rights and cannot grant permission, enter “Deny.”

Select which titles should reflect this pricing model

Apply to all titles GRANTED in existing Repub Service

Apply to new title list (attached)

Apply to new title list (forthcoming)

Please set base price in each cell.

On pages 3-6, set Multipliers for Requestor Type, Territory, Languages, Distribution, etc.

To use "Per Page" pricing for "Per Chapter/Article," check this box and leave the "Per Chapter/Article" column blank.

Note: If a type of use requires a Managed Redirect or Deny, enter "MR" or "Deny" in the "Per Chapter/ Article" column next to that use, even if you have selected "Per Page" pricing. See Step 1 of instructions on the previous page for details.

Type of Use	Portion of Work Used							
	Per Chapter/ Article	Per Page	Per Excerpt/ (up to 400 words)	Per Abstract	Per Image/ Photo/ Illustration	Per Chart/ Graph/ Table/ Figure	Per Cartoon	Per Second of Other Media (e.g. video, app or software clip)
Book								
Print								
Electronic								
Audio								
Journal/Magazine								
Print								
Electronic								
Newspaper								
Print								
Electronic								
Newsletter								
Print								
Electronic								
Thesis/Dissertation								
Print								
Electronic								
Brochure/Promotional Material								
Print								
Electronic								
Presentation/ Slides								
Print								
Electronic								
Continuing Education/ Training Materials								
Print								
Electronic								
Other Published Product (e.g. government document, interactive product, database product, post to a web site)								
Print								
Electronic								
Secure Electronic								

Enter %	Specify a discount percentage, if applicable, for users who order print and electronic and/or secure electronic use at the same time. For example, if the base price is \$100 for print use and a \$100 for electronic use, then a discount percentage of 25% would create a base price of \$150 for combined print and electronic use.
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Step 2: Apply Discounts or Surcharges to your Base Prices

If you would like to offer discounts to or add surcharges on top of your base pricing, please indicate in the fields below.

Discounts and surcharges are additive. For example, if your base price is \$100 and your surcharge for Pharmas is 200%, then the total fee becomes \$300 (\$100 base fee + \$200 surcharge = \$300). By contrast, if your base price for for-profit businesses is \$100, a 10% discount for academic institutions would reduce the base price to \$90.

The total price when all multipliers are taken into account is a combination of the base price + any surcharge/discount for requestor type, + any surcharge/discount for territory + any surcharge for translations + any surcharge for product components + any surcharge for circulation + any surcharge for duration of use + any surcharge for additional uses.

For example: if your base price is \$100 and each surcharge is 20%, the total royalty to the user will be calculated as such: (\$100 base price) + (Product Component surcharge of 20% X \$100) + (Territory surcharge of 20% X \$100) = \$140 Total Royalty.

2A. Set Discounts by Requestor Type (optional)

Instructions: If you would like to charge differently by requestor type - either charging more than you would a for-profit business or less - please indicate any discount or surcharge in the fields below.

Note: Enter “0” if no discount or surcharge is required for requestor types below. If you do not wish to pre-authorize use for a requestor type below, enter “MR” or “Deny.” (Refer to “Step 1: Assign Base Prices” in the instructions above for further detail.)

Publisher of new work	Discount specified as % (optional)	Surcharge specified as % (optional)
For-profit businesses	Already assumed as requestor type in base prices	Already assumed as requestor type in base prices
Academic institution		
Author of requested content		
Not-for-profit entities		
Government agency		
Pharma Company		
Publisher, for profit		
Publisher, not-for-profit		
Publisher, STM		

Yes No Please grant permission at no charge to any author who is requesting permission to republish his / her own work.

2B. Territory/Distribution

Instructions: Please specify any discounts or surcharges for the territory(ies) where the buyer’s product(s) may be distributed or otherwise made available.

Note: Enter '0' if no discount or surcharge is required. If you do not wish to pre-authorize use in any territory below, enter “MR” or “Deny.” (Refer to “Step 1: Assign Base Prices” in the instructions above for further detail.)

Distribution / Territory	Discount specified as % (optional)	Surcharge specified as % (optional)
World	Already assumed as requestor type in base prices	Already assumed as requestor type in base prices
United States		
Canada		
United States and Canada		
United Kingdom & Commonwealth (excluding Canada)		
Specific Country/Territory:		
[name country/territory]		
[name country/territory]		
[name country/territory]		

2C. Translations

Instructions: Some publishers prefer to charge an additional fee when the portion requested will be translated into another language(s) by the buyer. Please specify any surcharges for translations.

Note: Enter '0' if no discount or surcharge is required. If you cannot pre-authorize use in any language below, enter “MR” or “Deny.” (Refer to “Step 1: Assign Base Prices” in the instructions above for further detail.)

Number of Languages	Surcharge specified as % (optional)
Original language of publication	Already assumed as language of publication in base prices
Original language plus one translation	
Original language plus two translations	
Original language plus all translations	
Language-specific Pricing:	
Original language of publication plus [name language]	
Original language of publication plus [name language]	
Original language of publication plus [name language]	

2D. Product Components

Instructions: Please specify any surcharges for product components. Product components are works related to the main product which are created to supplement or add value to the main product. Examples include: ancillaries, instructor guides, testing materials, student subject driven resources and abridgements.

Note: Enter '0' if no surcharge is required. If you do not wish to pre-authorize use the product components listed below, enter "MR" or "Deny." (Refer to "Step 1: Assign Base Prices" in the instructions above for further detail.)

Product Components	Surcharge specified as % (optional)	Definitions
Product Family: main product AND any product related to the main product		Main Product and any product related to the main product: Product Components are works created to supplement or add value to the Main Product. Examples include: ancillaries, instructor guides, testing materials, student subject-driven resources, abridgements, and custom editions.
Other (e.g. derivative products)		Derivative works produced by requestor that are not a part of the original project. For example, rights are acquired for use in the Main Product AND for use in projects within the same subject discipline as the Main Product.

2E: Circulation/ Estimated Quantity

Instructions: Please specify any surcharges based on quantity of unit sales for the new work in all requested formats.

Note: Enter '0' if no discount or surcharge is required. If you do not wish to pre-authorize use in any of the estimated quantity ranges listed below, enter "MR" or "Deny." (Refer to "Step 1: Assign Base Prices" in the instructions above for further detail.)

Circulation/ Estimated Quantity	Surcharge specified as % (optional)
0 - 499	
500 - 999	
1,000 - 4,999	
5,000 - 9,999	
10,000 - 14,999	
15,000 - 19,999	
20,000 - 44,999	
45,000 - 69,999	
70,000 - 99,999	

100,000+	
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2F: Duration of Use

Instructions: Please specify any surcharges for duration of use of the new work in all requested formats.

Note: Enter '0' if no surcharge is required. If you do not wish to pre-authorize use in any of the duration of use ranges listed below, enter "MR" or "Deny." (Refer to "Step 1: Assign Base Prices" in the instructions above for further detail.)

Duration of Use	Surcharge specified as % (optional)
0 - 5 years	
6 - 10 years	
11 - 15 years	
Life of current edition	
Life of current/future editions	

2G: Additional Uses

Instructions: Please specify any surcharges for incidental promotional use and allowing copies in specialized formats for the disabled.

Note: Enter '0' if no surcharge is required. If you do not wish to pre-authorize use for either of the uses listed below, enter "MR" or "Deny." (Refer to "Step 1: Assign Base Prices" in the instructions above for further detail.)

	Surcharge specified as % (optional)	Definitions
Incidental promotional use		Rightsholder agrees that any republication license granted hereunder shall include the right for the user to use portions of the licensed Work as reasonably necessary to promote the new work authorized by such license.
Copies for the Disabled		Rightsholder agrees that any republication license granted hereunder shall include the right for the user to make and supply (subject to any limits on geography, duration, number of copies or other terms of the particular grant) copies of the applicable Work as part of the newly published work in large print, Braille, audio, digital or other specialized formats exclusively for use by blind or other persons with disabilities, provided that such copies: (1) include a copyright notice identifying the rightsholder and the date of the original publication of such Work, and (2) bear a notice to the effect that "This Copy of Copyrighted Material Was Made and Delivered Under License from Copyright Clearance Center, Inc. for the Personal Use of a Visually Impaired or Disabled Person – No Further Reproduction is Permitted".

Definitions for Republication License

Print Product, Print Book, Print Journal, Print Magazine, etc.: Authorizes republication of the work portion, alone or in combination with other materials, in paper only (book, journal, magazine, newspaper, newsletter, etc.), provided that the substance/text of the work portion may not be manipulated or transformed in any way.

Print/Electronic Book, Journal, Magazine, etc.: Authorizes republication of the work portion, alone or in combination with other materials, in a single publishing medium (e.g., book, journal, magazine, newspaper, newsletter, etc.) both on paper and in any digital format, provided that the substance/text of the work portion may not be manipulated or transformed in any way.

Other Published Product - Electronic: Authorizes republication of the work portion, alone or in combination with other materials, for viewing in any digital publishing medium (e-book, e-journal, e-newsletter, blog, social media, website, electronic presentation, etc.) and format (PDF, TIF, EPS, PPT, HTML, etc.), provided that the substance/text of the work portion may not be manipulated or transformed in any way or used other than for viewing and, where applicable, annotating and/or printing.

Other Published Product - Electronic (secure): Authorizes republication of the work portion, alone or in combination with other materials, for viewing in any digital publishing medium (e-book, e-journal, e-newsletter, blog, social media, website, electronic presentation, etc.) and format (PDF, TIF, EPS, PPT, HTML, etc.), provided that the substance/text of the work portion may not be manipulated or transformed in any way or used other than for viewing and, where applicable, annotating and/or printing. Access must be limited to authorized users by means of passwords, key codes, IP address authentication, or other appropriate technical means.

Other Published Product - Print/Electronic: Authorizes republication of the work portion, alone or in combination with other materials, in paper media and for viewing in any digital publishing medium (e-book, e-journal, e-newsletter, blog, social media, website, electronic presentation, etc.) and format (PDF, TIF, EPS, PPT, HTML, etc.), provided that the substance/text of the work portion may not be manipulated or transformed in any way or used other than for viewing and, where applicable, annotating and/or printing.

Other Published Product - Print/Electronic (secure): Authorizes republication of the work portion, alone or in combination with other materials, in paper media and for viewing in any digital publishing medium (e-book, e-journal, e-newsletter, blog, social media, website, electronic presentation, etc.) and format (PDF, TIF, EPS, PPT, HTML, etc.), provided that the substance/text of the work portion may not be manipulated or transformed in any way or used other than for viewing and, where applicable, annotating and/or printing. Access to the electronic portion must be limited to authorized users by means of passwords, key codes, IP address authentication, or other appropriate technical means.

Additional Terms:

- Authorized electronic republications in the formats and media identified above may be distributed by any electronic means (CD ROM, DVD, download, FTP, streaming, email, online, other digital transmission, etc.) available now or in the future, subject to the access, duration, distribution and other limits set by the rightsholder.
- With respect to a purchase of print rights, the licensee is authorized to use copies of the licensed work portion in digital as well as paper form, solely to the extent necessary to the creation of the authorized new print work (provided that the digital form is not distributed to the public in any way).
- With respect to a purchase of electronic rights which does not also include an express grant of print rights, the licensee may authorize the end user to print a single copy of the licensed work portion as part of the new electronic work.
- Other than “**Audio (book)**” and works for which “Copies for the Disabled” has been authorized hereunder, any grant of electronic rights does not include rights to create an audio book or to otherwise manipulate or transform the work portion in any way or to use it other than for viewing and, where applicable, annotating and/or printing.

The following pages provide:

General Descriptions of
the Current Versions of
CCC's Annual (or Repertory) Licenses
for Academic and Business Uses

and

Current CCC Service Fee and
Royalty Payment Information

General Service Description
CCC Annual (or Repertory) Licenses

ANNUAL (OR REPERTORY) LICENSE FOR ACADEMIC INSTITUTIONS
(a.k.a. Annual Academic Copyright License)

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 institution.

Licenses are generally issued for one-year terms 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. 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 – then store such digital form 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) distribution, by means of an electronic network under the control of the academic institution and reserved for internal use, for reading and electronic "marking up" by an employee, contractor or student with authorized access to such network and for other uses within the scope of the license; and
- (2) distribution in paper or electronic form, through person-to-identified-person communication, 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 material received 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; and
- (3) printing of physical copies; and
- (4) photocopying; and
- (5) distribution of paper copies to employees, contractors and students of the academic institution (or under the conditions identified in clause (2) above); and

(6) creation of coursepacks, e-coursepacks or their equivalent (combined with material from other rightsholders) for distribution to students of the academic institution (with electronic distributions including appropriate access controls, such as passwords); and

(7) transmission of paper or electronic copies to government agencies (at any level) or to recognized accreditation or professional licensing bodies anywhere in the world, 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 and combine paper and/or electronic copies 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 the original material 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 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 a copy to the academic institution or any employee, student or contractor.

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.

General Description and Limitations:

This service is available to business organizations of various kinds, as well as to government agencies, and licenses unlimited photocopying, faxing and digital uses by all employees and on-premises contractors of the organization for the internal purposes of the organization. CCC offers this service in two forms – a U.S.-only version and a version covering employees in all countries that are signatories to the Berne Convention other than the U.S.; a licensee may purchase both in order to cover its employees and on-premises contractors throughout the world.

Licenses are generally issued for one-year terms 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. However, no licenses issued after the effective date of a withdrawal of the Work will include the Work.

This service entitles licensed organizations anywhere in the world to make and distribute photocopies of portions of Works (including whole articles but not whole books or newspaper or journal issues) for internal purposes (as described in clause 3 below), as well as 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 – then store such digital form within the user's electronic network, and then make any and all of the following electronic uses of articles and other portions of Works:

- (1) distribution, by means of the user's intranet (or similar internal electronic network), for reading and electronic "marking up" by any employee or contractor of the user with authorized access to the user's intranet (or similar internal electronic network) and for other uses described below; and
- (2) printing out of paper copies; and
- (3) distribution of paper copies (whether photocopies or print-outs) for the internal purposes of the user (which, for these paper copies, includes the incidental, but not the systematic or bulk, distribution of copies without charge by the organization to outsiders (such as customers or consultants); and
- (4) preservation of such digital forms as part of the storage of the work product of a workgroup of the user for as long as such storage may be maintained (regardless of the termination of the applicable license from CCC) if such digital forms were created pursuant to an applicable license from CCC and were a necessary part of such work product (provided, however, that such digital forms may be used by the user after the termination of the applicable license from CCC only to the extent necessary to prove that they were in fact a part of such work product); and

(5) transmission of paper or electronic copies to government agencies (of any level) anywhere in the world for regulatory purposes (such as for new drug application or securities regulation purposes), provided that such electronic copy carries the copyright notice attached to the Work and is marked to the effect of “This Electronic Copy of Copyrighted Material Was Made and Delivered to the Government Under License from Copyright Clearance Center, Inc. – No Further Reproduction is Permitted”; and

(6) distribution of single paper or electronic copies to prospects, clients or customers of the user upon request for informational purposes in connection with a product or service of the user; and

(7) continued use of the applicable Work portion in accordance with clauses (1) to (6) above even after termination of the applicable license from CCC (but in that case without the payment of additional royalty), provided that both such Work portion and such use were covered by applicable licenses from CCC continuously for no less than three years prior to termination.

The preceding scope of authorization does not include any right to manipulate or change the original material in any way, and (except as provided in clauses (5) and (6) above) does not include any right for a user to distribute an electronic copy to any person other than an employee or on-premises contractor of the user for the business purposes of the organization.

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 that vary by industry (not by individual organization), based on historical data about intensity of use of copyrighted materials in that industry and about the identities of the materials used. Prices are calculated “per Professional Employee” as determined by the organization’s annual filing with the U.S. Government (or, in certain cases, are based on total employee numbers). (Prices for licenses covering employees outside the U.S. are calculated on an analogous basis.) Econometrically-designed surveys of users’ 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 organizations in a particular industry.

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.

CURRENT ADMINISTRATIVE FEES as of June 2010

From the royalty collected, CCC will retain an administrative service fee prior to transmitting net funds to Rightsholder. In accordance with good business practice, *de minimis* amounts of royalties collected will be accrued and paid when they reach a reasonable threshold determined by CCC.

Pay-per-Use Services 15%

An additional 15% surcharge fee will be added for the manual handling of requests without pre-authorized fees and permissions.

Annual (or Repertory) Licenses determined by CCC Board

Licensing services in other countries Participating 16%

Non-participating 32%

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.

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. (As above, if your royalties do not exceed the annual \$50 minimum, they will continue to accumulate until either the \$250 quarterly or the \$50 annual minimum is reached.)