

COPYRIGHT LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into effective as of the _____ day of _____ 2015 (the "Effective Date"), by and between

Print Full Name

who has created original works of authorship fixed in a tangible medium of expression (hereinafter termed Works and hereinafter referred to as the LICENSOR):

Title of Work

AND

The City of Sunnyvale, Library Division (hereinafter referred to as the Licensee), which operates a public library serving the city of Sunnyvale located at 665 W Olive Avenue, Sunnyvale CA 94086. The Licensee is desirous of acquiring the non-exclusive license in the said WORKS.

RECITALS

(A) Licensee coordinates a local publishing project called the BALE (Bay Area Library ePublishers) initiative that solicits literary works from members of the public for an ebook.

(B) Licensor owns all proprietary rights in the Work and has the exclusive right to license others to produce, copy, make, or sell the Work.

(C) Licensee desires to obtain a non-exclusive license and Licensor agrees to grant a license authorizing the use of the Work by Licensee in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, as set forth herein, Licensor and Licensee agree as follows:

1. GRANT OF LICENSE:

- a) Licensor hereby grants to the Licensee, in accordance with the terms and conditions of this agreement, a non-exclusive, non-transferable license to use the work by making a compilation of similar works under the BALE (Bay Area Library ePublishers) initiative. Under this Initiative, the Licensee will selectively collect submissions of authors and produce an eBook anthology that the Library will offer for download and otherwise promote to library users. This eBook will be published in 2016 and the Licensee may make an unlimited number of printed copies.
- b) Licensee shall not grant sub-licenses without the prior written approval of Licensor. Licensee hereby accepts such license and agrees that Licensee shall not use the Work except in accordance with the terms and conditions of this Agreement.
- c) Licensee acknowledges and agrees that the license granted herein is non-exclusive and that Licensor may use the Work elsewhere as long as the Licensee is able to distribute the work indefinitely and is able to retain the Work in Licensee's library collection.

2. OWNERSHIP OF WORKS:

- a) Licensee acknowledges that Licensor is the sole and exclusive owner of the Work and Licensee shall do nothing inconsistent with such ownership. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Work other than the right to use the same in accordance with this Agreement.
- b) Licensor grants the Licensee the right to make a compilation of the Work and other similar Works under the BALE (Bay Area Library ePublishers) initiative.

3. TERM AND TERMINATION:

This agreement shall commence as of the Effective Date and shall continue to be in full force for an indefinite period of time.

4. RESTRICTIONS:

c) Limited Use: The Licensee shall use the Work only in the ways specifically stated in the Agreement.

d) The Licensee shall not make any modifications to the Work without the consent of Licensor. Licensor understands that Licensee may seek minor changes during the production phase of the anthology, such as correcting minor typographical errors, spelling inconsistencies, awkward phrases or words, updates related to fact checking, or punctuation, and agrees to cooperate with Licensee in making changes in order to create a uniform style for the anthology as a whole.

5. CREDITS AND SAMPLES:

Licensee shall credit the Licensor in the eBook published under the BALE initiative. The credit shall be given in the following manner: *"Reproduced with permission from [Licensor] (2015). Copyright 2016."* The Licensee agrees to give a copy of the eBook to the Licensor.

6. CONSIDERATION:

Licensee understands and agrees that Licensor not offering monetary compensation for use of the Work in accordance with this agreement, and that the sole consideration for allowing the Licensee to publish the Work is that the Licensee's BALE Initiative will provide a longer reach for Licensor and local authors to gain public exposure, institutional publication, and increased readership, and provides a public service by improving and diversifying s the content available to readers in the public Library's eBook collection.

7. REPRESENTATIONS AND WARRANTIES:

The Licensor and the Licensee agree that they have a right to enter into this agreement and doing so will not violate any contract they already are a part of. The Licensor represents and warrants as follows:

- a) The Licensor is the only person that has the authority to license the Work mentioned in this agreement;
- b) The Work has not been copied from anywhere and has not fallen into public domain;
- c) The rights in the Work have not been sold or transferred to any third person;
- d) The Licensor has not taken the Work from any third party without authorization and the Work does not infringe upon any other copyright;
- e) The Work was not created while the Licensor was employed by a third party.

8. DOCUMENTATION:

- a) Copyright in the eBook: The Licensor hereby agrees to help the Licensee with any paperwork needed to complete the registration of the copyright in the eBook published under the BALE initiative with the US Copyright Office.
- b) Recordation: The Licensor promises to help with any paperwork needed to complete or record this license agreement at the US Copyright Office.

9. INDEMNIFICATION:

Licensor shall indemnify, hold harmless and defend Licensee from and against any and all liability, damages, costs and expenses, including, but not limited to, defense costs and attorneys' fees, for or by any reason of any actual or alleged infringement of any third party's copyright.

10. NOTICE:

Following are the addresses to which legal correspondence should be delivered:

Mailing address of Licensor:

Mailing address of Licensee:

Sunnyvale Public Library
665 W Olive Avenue,
Sunnyvale CA 94086.

11. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with, the laws of the State of California without regard to the conflicts of laws rules thereof and any arbitration or other action to enforce this Agreement shall be brought in Santa Clara County, California using California laws.

12. MISCELLANEOUS:

- a) This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.
- b) If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.
- c) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

LICENSEE: Sunnyvale Public Library

Signature: _____

Cynthia E. Bojorquez

Director, Library and Community Services

LICENSOR:

Signature: _____