COPYRIGHT LICENSE AGREEMENT
BIBSITE

This Copyright License Agreement (the "Agreement") is entered into and effective this ____ day of ____, _____ (the "Effective Date"), by and between _____ ("Licensor") whose address is _____, and Bibliographical Society of America ("BSA"), a District of Columbia non-profit corporation with its principal address at 67 West St. STE 401, Brooklyn, New York 11222.

WHEREAS, Licensor is the sole and exclusive owner and copyright holder of certain written work (the "Work") as described in Paragraph 2; and

WHEREAS, Licensor wishes to publish the Work on BibSite (https://bibsocamer.org/bibsite-home/); and

WHEREAS, Licensor agrees to license the Work to BSA for publication on BibSite pursuant to the Creative Commons license indicated in this Agreement.

NOW, THEREFORE, intending to be legally bound, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and subject to the satisfaction of the terms and conditions set forth herein, the parties agree as follows:

1. License. Licensor grants to BSA a non-exclusive, perpetual, unrestricted, royalty-free license to reproduce, publish, republish, distribute, sell, license, transfer, transmit, and publicly display copies of, and otherwise use the Work described in Paragraph 2, on BibSite, in accordance with, and subject to the terms and conditions of the Creative Commons license selected below, which is made a part of and incorporated into this Agreement:

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The Work may be used by BSA in whole or in part, alone or in compilations, in all formats and media (including electronic, digital, online, and other media to be conceived or developed), by any method, device, or process, and through any channels, now known or later conceived or developed by BSA for BibSite To the extent of any conflict between the incorporated terms of the selected Creative Commons license and the other terms and conditions of this Agreement, the other terms and conditions of this Agreement shall prevail.

2. Work. The Work subject to the granted license is set forth as follows (provide applicable detail regarding licensed materials):

Title:_____
Author(s):_____
Copyright Registration Date and Serial Number (if any):_____

3. Delivery and Maintenance of the Work. The Work shall be delivered to BSA in a form and electronic format specified by the editor designated by BSA. All editing, layout, and formatting of the text of the Work shall be completed by Licensor before final submission to the satisfaction of the editor. BSA shall have the right, but is under no obligation, to verify the accuracy of the Work and to correct discovered errors.

4. Updates to the Work. BSA shall update the Work at Licensor's request if supplied with revised text prepared in accordance with this Agreement and the specifications of the editor designated by BSA as replacement for the earlier version of the Work. BSA shall not be responsible for editing or alteration of layout or formatting of existing copies of the Work on BibSite. BSA may from time to time in its reasonable discretion request in writing that Licensor update the Work. If after sixty (60) days Licensor fail(s) to agree to undertake the requested updating, then BSA shall remove the Work from BibSite and this Agreement shall be terminated.

5. Title to Intellectual Property. Licensor shall retain all right, title and interest in and to the Work, including without limitation, copyrights, trademarks and any other rights and interests. This Agreement does not convey to BSA any right, title or interest in the Work, nor a portion thereof, but only constitutes a license to use the Work as specified herein.

6. Copyright Acknowledgement. Full credit and acknowledgement of the original source of the Work will be published with the Work.

7. Third-Party Material. The Work may not contain any copyrighted material in any format or media (including text, graphic, audio, visual, electronic, or digital) that is owned by a third-party.

8. Images (if applicable). If the Work includes images, the images (a) may only be taken by the Licensor and (b) may only be of objects in the public domain. Licensor shall deliver source documentation for images used in the Work to BSA together with the Work. Delivery of all required source documentation is a condition of publication of the Work by BSA.

9. Warranties. Licensor represents and warrants that: (a) Licensor is the sole owner and copyright holder of the Work, Licensor has not assigned, pledged, or otherwise encumbered the Work, Licensor has the right, title, interest and authority to enter into this Agreement; (b) the Work is an original work, which has not been previously published in whole or in part in any format or media, (c) the Work does not infringe or violate any copyright or any other proprietary or personal right of any third-party; (d) the Work contains no material that is libelous, in violation of any right of privacy or publicity, harmful, or illegal so as to subject BSA to liability to any third-party or which is otherwise contrary to law; and (e) the Work has been prepared in accordance with research standards generally accepted in the scholarly and academic communities.

10. Indemnification and Hold Harmless. Licensor shall indemnify, defend, and hold harmless BSA and its officers, directors, employees, agents, partners, contractors, licensees, assignees, and transferees from and against any and all loss, damage, expense (including reasonable attorneys' fees and legal costs), recovery, or judgment arising from any breach or alleged breach of any of the Licensor's warranties. BSA shall not be liable to Licensor and Licensor shall hold BSA harmless for infringement of copyright arising (i) from unauthorized use of the Work, (ii) from unauthorized access to BSA's servers, or (iii) from unauthorized use or re-distribution of the Work by a third-party.

11. Infringement. BSA shall not be obligated to prosecute an infringement of copyright in the Work. Licensor shall bear all expenses to prosecute an infringement of the copyright in the Work.

12. Termination. This Agreement shall continue in force until a party notifies the other party in writing that it is terminating this Agreement. Notice of termination by Licensor shall be sent to the Executive Director of BSA. Upon receipt of notice of termination, BSA shall remove the Work from BibSite within seven (7) business days. Notice of termination by BSA shall be sent to Licensor at the address listed in this Agreement seven (7) business days before the Work is removed from BibSite. Licensor shall notify BSA of any change in Licensor's address after the Effective Date of this Agreement.

13. Severability. In the event one or more of the provisions of this Agreement is declared invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

14. Modification and Assignment. This Agreement may not be assigned, modified, waived, revised or amended except by a written instrument signed by both parties.

15. Relationship of Parties. Nothing in this Agreement shall be deemed to constitute, create, give effect to or otherwise recognize a partnership, joint venture or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

16. Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of New York and the United States of America and any claim or cause of action arising under this Agreement shall be adjudicated exclusively in the state and federal courts located in the State of New York.

17. Waiver. No requirement of the Agreement shall be deemed waived or varied, nor shall either party's failure or delay to assert any default of the other party constitute a waiver of a party's rights hereunder, or a waiver of a party's right to assert any subsequent or continued breach by the other party of any covenant, term or condition contained in this Agreement.

18. Complete Agreement. This Agreement supersedes all prior agreements and constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by a duly authorized officer as of the Effective Date.

Bibliographical Society of America, by: Name:_____

_____ Title:_____

COPYRIGHT LICENSE AGREEMENT
BIBSITE

Date:_____

Licensor, by:

_____

_____

Name:_____

Title:_____

Date:_____