

BSA BIBSITE USER'S LICENSE

This BSA BIBSITE User's License (hereinafter referred to as the "Agreement") is entered into as of _____ [MONTH, DAY, YEAR] ("Effective Date") by and between the **Bibliographical Society of America**, a District of Columbia not-for-profit corporation with its principal address at Post Office Box 1537, Lenox Hill Station, New York, New York 10021 (hereinafter referred to as the "Society"), and _____ [AUTHOR(S) NAME(S)], a _____ [NATURAL PERSON / NOT-FOR-PROFIT CORPORATION / CORPORATION] residing in _____ [STATE] with its principal address at _____ [ADDRESS] (hereinafter referred to as the "Author(s)") in regard to the work (hereinafter referred to as the "Work") titled _____ [TITLE].

Grant of Right The Author(s) grant and assign to the Society an exclusive license to reproduce and distribute freely online copies of the Work for public access. The Author(s) shall retain copyright in the Work and be acknowledged as its creator(s). This Agreement shall continue in force until one of the two parties notifies the other in writing that it shall be terminated (see Termination).

Delivery and Maintenance The Work shall be delivered to the Society in a form and electronic format specified by the editor designated by the Society. All editing, layout, and formatting of the text of the Work shall be completed by the Author(s) before final submission to the satisfaction of the editor. The Society shall have the right but is under no obligation to verify the accuracy of the Work and to correct discovered errors. The Author(s) warrant that the Work has been prepared in accordance with research standards generally accepted in the scholarly and academic communities.

Updates The Society shall update the Work at the Author(s) request if supplied with revised text prepared in accordance with this Agreement and the specifications of the editor designated by the Society as replacement for the earlier version of the Work. The Society shall not be responsible for editing or alteration of layout or formatting of existing copies of the Work on its website. The Society may from time to time in its reasonable discretion request in writing that the Author(s) update the Work. If after sixty (60) days the Author(s) fail(s) to agree to undertake the requested updating, then the Society shall have the right to update the Work itself or through agents chosen by it in its sole discretion. The Author(s) shall not be deemed the creator(s) of nor shall the Author(s) have any copyright or other rights in or to updates undertaken by the Society or its agents.

Warranty and Indemnity The Author(s) warrants that he/she is the sole owner of the Work and has full authority to make this Agreement; that the Work does not infringe any copyright, violate any other property rights, contain any scandalous, libelous, or unlawful matter, or make any improper invasion of the privacy of any person; that the Work has not as a whole heretofore been published; that he/she is the sole and exclusive owner of the rights herein granted to the Society; and that he/she has not heretofore assigned, pledged, or otherwise encumbered the same. If the Work includes any material requiring permission from copyright owners, the Author(s) shall secure, and pay any fee required for such permission and shall furnish the Society with written evidence that permission has been granted. The Author(s) shall, at his/her own expense, protect and defend the Work from any adverse claims of copyright infringement and shall defend, indemnify, and hold harmless the Society against all claims, suits, costs, damages, and expenses the Society may incur by reason of any breach of the foregoing warranties.

Infringement The Society shall not be liable to the Author(s) and the Author(s) shall relinquish any right to prosecute the Society for infringement of copyright arising (i) from unauthorized use of the Work or (ii) from unauthorized access to the Society's servers or (iii) from unauthorized use or re-distribution of the Work by a third party. The Society shall not be obligated to prosecute an infringement of copyright in the Work. The Author(s) shall bear all expenses to prosecute an infringement of the copyright in the Work.

Subsidiary Rights The Society shall possess no subsidiary rights in the Work. Only the Author(s) have the right to grant re-use or re-print permission for the Work.

Sales and Royalties The Author(s) shall receive no royalties or fees for distribution of the Work on the Society's website. The Society shall charge no fee for access to the Work.

Termination This Agreement shall continue in force until one of the two parties notifies the other in writing that it shall be terminated. Notice of termination by the Author(s) shall be sent to the Executive Director of the Society. Upon receipt of notice of termination, the Society shall be allowed up to seven (7) days to remove the Work from its website and servers. Notice of termination by the Society shall be sent to the Author(s) seven (7) days before the Work is re-moved from its website and servers.

Choice of Laws This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. In any action relating to this Agreement, each of the parties irrevocably consents to the exclusive jurisdiction of and venue in the federal and state courts located in New York County in the State of New York, provided however, that for purposes of the indemnification clause in the Warranty and Indemnification provision above the Author(s) consents to the jurisdiction of and venue in whatever federal or state court an infringement action is brought against the Society.

IN WITNESS WHEREOF, the Author(s) or _____ [HIS / HER / THEIR] authorized representatives have executed this Agreement as of the Effective Date.

the Author(s)