

SAMPLE LICENSE AGREEMENT BETWEEN READING ACROSS BORDERS AND COPYRIGHT HOLDER

[N.B. It should be noted that this sample license agreement is intended, as its name suggests, as a sample or model contract containing the basic guidelines of the real contracts that would be negotiated. It should not be construed as definitive or conclusive in any way, as each contract negotiated will be handled on a case-by-case basis.]

Santiago, Chile [MONTH, DAY, YEAR], between [FULL NAME OF LICENSOR], [ADDRESS], [COUNTRY], [NAME OF REPRESENTATIVE (if applicable)], hereinafter called "Licensor", and FUNDACIÓN CULTURAL Y EDUCACIONAL LA FUENTE, domiciled at Valenzuela Castillo 1578, Providencia, Santiago, Chile, represented by [NAME OF REPRESENTATIVE], hereinafter called "Licensee":

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2. Derivative Work. Work based upon one or more preexisting works, such as a translation, adaptation, dramatization, fictionalization, sound recording, abridgment, condensation or any other form in which a work may be recast, transformed, reworked or adapted.

3. Digitization. Technical process which produces a faithful copy of the Licensed Material in a machine readable form

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8. Right of reproduction. The exclusive right as defined in Article 9 of the Berne Convention, article 18 of the Chilean Copyright Law, and other applicable laws.

9. Open network. Any network that does not fall within the meaning of Secure Network.

10. Secure Network. A network to which **access** is restricted to Authorized Users by effective controls such as effective password controls or IP address authentication.

11. Users. Any User.

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14. End User: Person, whether natural or legal, which has legitimately received access to use the Work in accordance to the terms of this agreement.

15. Territory. The world.

III. THE AGREEMENT

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V. LICENSE FEE.

Licensee agrees to make payment to Licensor for use of the licensed material as set out in ATTACHMENT B, appended to this agreement.

Where the Licensor waives payment, the parties agree that this agreement shall remain fully enforceable by both parties and will both undertake all such steps as are necessary to keep it enforceable.

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The Licensee shall implement technical protection measures that maintain the integrity of the conditions by which the materials are licensed, restricting access to the licensed materials, to their reproduction, use and transmission.

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The licensee shall use all reasonable endeavors to ensure that Any Users are made aware of and undertake to abide by the terms and conditions of this agreement; use all reasonable endeavors to monitor compliance and immediately on becoming aware of any unauthorized use or other breach, inform the Licensor and take all reasonable steps, including, where appropriate disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;

With the exception of costs that incur under Article 10.1 of this agreement, the Licensee will bear all costs relating to this agreement, save as otherwise agreed in writing.

VIII. TERM AND TERMINATION

This agreement shall be effective for a _____ term, renewable for equal periods of time.

If either of the parties decides not to renew the term of this agreement, he may do so, via notification to the other party of his intention to end this agreement, with at least 30 days of anticipation.

This license shall be deemed terminated at any moment, if either party commits a material or persistent breach of any term of this license and fails to remedy the breach (if capable of remedy) within thirty days of notification in writing by the other party.

This license shall be deemed terminated at any moment, if either party becomes insolvent or subject to similar proceedings.

On termination all rights and obligations of the parties automatically terminate.

IX. WARRANTIES AND INDEMNIFICATION

The Licensor warrants to the Licensee that it owns, holds or is sufficiently authorized with respect to the rights necessary to grant the Licensee the license stipulated in the

agreement and that the uses of the Licensed Material permitted under clause IV of the agreement as contemplated in this license agreement do not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person. The Licensor shall indemnify and hold the Licensee harmless from and against any direct loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any legal action taken against the Licensee claiming actual or alleged infringement of such rights. This indemnity shall survive the termination of this agreement for any reason. This indemnity shall not apply if the Licensee has amended or used (or allowed others to do either of these) the Licensed Material in any way not permitted by this agreement.

X. MISCELLANEOUS

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The parties agree that they will attempt to settle any disputes amicably and in good faith. Any dispute arising out of or in connection with this license agreement shall be subject to and within the jurisdiction of the territory in which the Licensee is legally domiciled.

This license agreement may not be assigned by either party to any other person or organization, without the prior written consent of the other party, which consent shall not unreasonably be withheld.