

## READING ACROSS BORDERS

### Structure of documents related to Copyright

In order to carry out the mission set by Fundación La Fuente, to create a virtual platform of children's books and stories, through the project called "Reading Across Borders", copyright-related agreements, licenses and documents are required. The copyright structure upon which project Reading Across Borders is based, would prima facie contain the following documents, contracts and authorizations:

#### **I. License granted to Reading Across Borders by copyright Holder.**

The first document relevant in copyright related matters is the license granted by the copyright holder to Fundación La Fuente, which in general, would include the following terms and conditions:

- a. Parties. This agreement shall be signed by Fundación La Fuente and the copyright owner of the text in question (this may be the author, the author's estate, or the original publisher), and (if applicable) the illustrator of the literary work in question, under the following terms and conditions:
- b. Scope of license. The license will grant Fundación La Fuente, a non-exclusive, non-transferable right to reproduce, digitalize, index, translate, distribute, communicate to the public and make available to the public, the licensed material, and to sublicense the authorized uses to three types of users:
  - i. Internet user. The License will allow Fundación La Fuente to authorize the search, retrieval and display of the works contained in the web page.
  - ii. User of the "Reading Across Borders" site, who wishes to print a copy of a literary work hosted on the site, and is willing to pay a fee for each copy printed. The license granted by the author will authorize Fundación La Fuente to authorize the print of the licensed material, subjected to the payment of a fee per copy.
  - iii. Governmental and non-governmental institutions. The license will grant an authorization to Fundación La Fuente, to authorize the further publication and distribution of the licensed works, for non-commercial purposes, by governmental and non-governmental institutions.  
The authorizations for both institutions described in points b) and c), will be subject to a prior sublicense and the payment of a license fee.  
All use of the licensed material must be non-commercial.
- c. Territory. The license should prima facie extend to the world. In case the license ends up having a more restricted scope, the corresponding technological measures will be implemented to comply with these restrictions, such as IP address blocking.
- d. License Fee. Considering that Fundación La Fuente is a non-profit organization, the license granted by the copyright holder will, *prima facie*, be free of a license fee. Nonetheless, a license fee could be negotiated with the copyright holder for the incomes received from users 2 and 3.
- e. Restrictions. The license will contain the following restrictions:

- Prohibition to remove copyright notices and other mentions related to moral rights.
  - Prohibition to modify the work in a way that could affect the integrity right of the author.
  - Prohibition to make any commercial use of the work.
- f. Other obligations.
- Obligation of the licensee to assume the necessary costs to upload and make the works available to the public.
  - Obligation to implement technical protection measures that maintain the integrity of the conditions by which the materials are licensed.
  - Obligation to notify end users of the licensed material about the importance of respecting intellectual property rights.
  - Obligation to use 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.
  - Obligation of the licensee to bear all costs relating to this agreement, save as otherwise agreed in writing.
- g. Term and termination.
- The term of the contract is to be determined, and shall be renewable for equal periods of times, unless one of the parties decides to put an end to the contract, by written notification, 30 days prior to the end of the term.
  - The parties will be able to end the license before the completion of the term, in case of breach of the term set forth in the license.
- h. Interpretation and applicable law.
- The license agreement shall be governed and construed in accordance with the Berne Convention, the WIPO Copyright Treaty, and other international instruments signed and ratified by the countries of origin of the signing parties.
  - 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 "Reading Across Borders" has its legal domicile.

## **II. Terms and conditions of "Reading Across Borders" site.**

The relations between Fundación La Fuente and the user of the Internet site shall be governed by the terms and conditions set forth on the web site:

- a. Parties. The terms and conditions are directed to the all users of the website.
- b. Scope of license. The terms and conditions will exclusively authorize the user to search, retrieve and display the works of authorship available on the site.
- c. Territory: The site would, prima facie, be accessible from all over the world. However, if a further limitation of territory is necessary, the proper technical measures of protection shall be implemented to limit the accessibility of the site.

- d. License Fee. The read-only access to works available on the site will be granted free of license fees.
- e. Restrictions. The license will contain the following restrictions:
- Prohibition to make any commercial use of the work.
  - Prohibition to reproduce the work by any means.
  - Prohibition to adapt or transform the works.
  - Prohibition to distribute copies of the works
  - Prohibition to circumvent the technical protection measures implemented by the site.
- f. Violation of terms.  
The violations of the terms or conditions of this Agreement or otherwise abuse of the Service, will allow Fundación La Fuente to block all access to the site.
- g. Jurisdiction.  
The site shall be governed by the laws of the territory where Reading Across Borders is legally domiciled.

### **III. Sublicense granted to users allowing the print of works hosted on the Reading Across Borders web site.**

If the user, accessing the "Reading Across Borders" site, wishes to print a copy of the works hosted on the site, Fundación La Fuente shall be able to authorize this use of the licensed material, subject to the payment of a fee per print, and to the ensuing conditions:

- a. Parties. This agreement shall involve Fundación La Fuente and the "Reading across Borders" user, who wishes to print a literary work hosted on the site.
- b. Scope of license. The license will grant the right to search, retrieve and display the works contained in the web page, and also to download and print the licensed material, for non-commercial purposes.
- c. Territory. The license shall be the world, with the exception of the territories in which the books are being published and commercialized.
- d. License Fee. The license fee will be a nominal charge, for each print of the work made by the user.
- e. Restrictions. The license will contain the following restrictions:
- Implementation of an authentication system, such as passwords and IP address recognition.
  - Prohibition to remove copyright notices and other mentions related to moral rights.
  - Prohibition to modify the work in a way that could affect the integrity right of the author.
  - Prohibition to make any commercial use of the work.
  - Prohibition to use the works outside the context of the educational establishment.
- f. Other obligations.
- Inform passwords or other access information only to Authorised Users and use all reasonable efforts to ensure that Authorised Users do not divulge their passwords or other access information to any third party.

- Use all reasonable efforts to ensure that only Authorised Users are permitted access to the licensed works.
- Use all reasonable efforts to ensure that all authorised users are made aware of and undertake to abide by the terms of this sublicense.
- Use all reasonable efforts to monitor compliance with the terms of the sublicense and notify immediately after becoming aware of any of the unauthorised access or any breach by an authorised user of the terms of the sublicense.
- Comply with all computer security procedures required by Fundación La Fuente.
- Provide lists of valid IP addresses to Fundación La Fuente and update those lists on a regular basis.
- Obligation of the licensee to bear all costs relating to this agreement, save as otherwise agreed in writing.

g. Term and termination.

- The term of the contract is to be determined.
- The parties will be able to end the license before the completion of the term, in case of breach of the term set forth in the license.

h. Interpretation and applicable law.

- The license agreement shall be governed and construed in accordance with the law of the territory in which "Reading across Borders" is legally domiciled.
- 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 law of the territory in which "Reading across Borders" is legally domiciled.

**IV. Sub-License granted to governmental and non-governmental institutions.**

Fundación La Fuente shall be authorized to sublicense certain additional uses of the licensed material, to governmental and non-governmental institutions.

- a. Parties. This agreement shall be signed by Fundación La Fuente and the interested governmental and non-governmental institution, under the following terms and conditions:
- b. Scope of license. The license will grant governmental and non-governmental institutions a non-exclusive, non-transferable right to print and distribute copies, for non-commercial purposes, of a given work hosted on the Reading Across Borders web site.
- c. Territory. The license will cover the world, with the exception of the territories in which the works are currently being printed and commercialized.
- d. License Fee. The license fee will be determined, on the basis of number of works used and the number of copies published and distributed.
- e. Restrictions. The license will contain the following restrictions:
- Implementation of authentication systems, such as passwords and IP address recognition.
  - Prohibition to remove copyright notices and other mentions related to moral rights.

- Prohibition to modify the work in a way that could affect the integrity right of the author.
- Prohibition to make any commercial use of the work. In this regard, please take note that the concept of commercial use would not be oppose to the sale of copies in order to recuperate costs.
- Prohibition to exceed the number of copies authorized by the sublicense agreement.
- Prohibition to distribute copies after the end of the term set forth in the sublicense.

f. Other obligations.

- Inform passwords or other access information only to authorised users and use all reasonable efforts to ensure that authorised users do not divulge their passwords or other access information to any third party.
- Use all reasonable efforts to ensure that only authorised users are permitted access to the licensed works.
- Use all reasonable efforts to ensure that all authorised users are made aware of and undertake to abide by the terms of this sublicense.
- Use all reasonable efforts to monitor compliance with the terms of this sublicense and notify immediately after becoming aware of any of the unauthorised access or any breach by an authorised user of the terms of the sublicense.
- Comply with all computer security procedures required by Fundación La Fuente.
- Provide lists of valid IP addresses to Fundación La Fuente and update those lists on a regular basis.
- Obligation of the licensee to bear all costs relating to this agreement, save as otherwise agreed in writing.

g. Term and termination.

- The term of the contract is to be determined.
- The parties will be able to end the license before the completion of the term, in case of breach of the term set forth in the license.

h. Interpretation and applicable law.

- The license agreement shall be governed and construed in accordance with the law of the territory in which "Reading across Borders" is legally domiciled.
- 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 law of the territory in which "Reading across Borders" is legally domiciled.