

Copyright Clearance Form

(attachment to order for reproduction of coursepacks or other copyrighted material)

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To: Follett Higher Education Group

In order to induce you to accept the attached order for reproduction of coursepacks or similar materials ("Order"),

1. The undersigned customer ("Customer") represents and warrants that, with respect to all the source materials described in the Order ("Materials"), either (a) the Materials are Customer's own original work, and Customer exclusively owns all copyrights, trademarks, moral rights and other intellectual property rights in such Materials, (b) the Materials are in the public domain, (c) Customer's intended use as indicated on this Order constitutes "fair use" under Section 107 of the Copyright Act of 1976, or (d) Customer has, will retain for 5 years, and will deliver to Follett Higher Education Group on request, written royalty-free or prepaid permission from the holders of all copyrights, trademarks, moral rights, or other intellectual property rights in the Materials to use, publish and copy the Materials as described in the Order.
2. Customer agrees to defend, indemnify, and hold Follett Higher Education Group, its affiliates, parent corporation, and their respective directors, officers, employees, and agents, harmless from and against all costs, losses, amounts paid in settlement, and expenses, including reasonable attorney fees, arising out of any claim of infringement of any copyright, trademark, moral right, or other intellectual property right in the Materials, or any claim arising out of any misrepresentation in this Certificate.

Intending to be legally bound, Customer has signed this Attachment on _____, 20__.

Description of Materials:_____.

Course Name and Number:_____ Date of Course:_____.

Customer Name (please print or type):_____.

Customer Signature:_____.

Customer Address:_____.

Customer Phone:_____ Customer Email:_____.

This Order and its terms cover a reasonable amount of copies required according to the size of Customer's course during the current semester. The warranties and indemnifications shall survive the completion of this Order. Additional copies of the Materials may be ordered in writing. Pricing on additional copies cannot be guaranteed.

The undersigned will furnish the bookstore with a photo-ready copy of all Materials to be reproduced hereunder.

The Materials ordered hereunder will be sold by the Bookstore at our normal margin for this type of merchandise.

Accepted by:
Follett Higher Education Group

(Bookstore)

(Bookstore representative)

(Date)