## Christian Science Quarterly® Bible Lessons Institutional Bulk License for Print Distribution

Date:			

## **Background**

The Christian Science Publishing Society ("CSPS") publishes under copyright a weekly periodical in various editions in the English language, as well as a Full Text in Spanish, entitled "Christian Science Quarterly—Bible Lessons" ("Lessons"). CSPS desires to license the right to reproduce and distribute print copies of said Lessons ("Copies") to the holder of this license ("Licensee").

The identity of Licensee, the estimated average number of Copies that Licensee anticipates reproducing on a weekly or other periodic basis, the duration of the license period, and the fee in connection therewith, are set forth in the details sheet ("Details Sheet"), attached hereto and incorporated herein by reference, as may be amended from time to time, which should be read in conjunction with this license ("License") as setting forth the complete terms of the agreement between the parties.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties enter into this License.

## 1. Grant of License.

- (a) Subject to all the terms and conditions of this License, and in consideration of the Fee payable by Licensee hereunder, CSPS grants to Licensee a nonexclusive license to reproduce and distribute the number of licensed print Copies in the Territory and for the Purpose set forth below as follows:
  - (i) Each individual weekly issue of the Lessons is intended to be used only for the week indicated in that specific issue, and this License permits Licensee to print or have printed the estimated average number of Copies of any specific weekly issue of the Lessons. Should Licensee determine that it would like to change the estimated average number of Copies at any time during the Term of this License, Licensee should contact CSPS to request such change, which, if approved, will be documented in a revised Details Sheet.

To enable Licensee to obtain copying services on an ongoing basis without excessive administrative paperwork, copy shops (e.g., Kinko's) are hereby authorized to make Copies in quantities equal to or exceeding the estimated average number of Copies set forth in the Details Sheet as may be requested by Licensee.

Because Licensee's anticipated number of weekly Copies may fluctuate over time, or Licensee's activities may not require making Copies every week, it will be sufficient for billing purposes for Licensee to provide, at the outset, a reasonable estimate of the average number of Copies needed on a weekly basis. Licensee agrees to use reasonable efforts to record the number of Copies made on a weekly basis, and to share that information with CSPS on a calendar-quarterly basis. Should

Licensee determine that it would like to change the estimated average number of Copies at any time during the Term of this License, or if the weekly average number of Copies made changes such that the estimated number of weekly Copies is no longer reasonably accurate, Licensee agrees to contact CSPS, and CSPS shall have the option to adjust the Fee accordingly.

- (ii) Territory: Please see Details Sheet.
- (iii) Purpose: It is understood by the parties that this License is intended to permit Licensee only to reproduce and distribute Copies of the Lessons, either at no cost to the recipients or on a cost recovery basis in Licensee's discretion, for sharing in a context in which it is not reasonably practical for the intended recipients to each have a personal subscription to the Lessons. In this way, this License represents an intentional modification by CSPS of its standard requirement of individual subscriptions to the Lessons. Such contexts may include, but are not limited to, sharing Lessons with incarcerated persons, patients at Christian Science care facilities, summer campers, students on field trips, summit or lecture attendees, and the like. Licensee understands and agrees that such Copies are not to be shared on an ongoing basis with individuals who are reasonably capable of maintaining their own subscriptions.
- (b) This License does not authorize reproductions, distributions, performances, or displays of the Lessons in any language, format or media or for any purpose other than as specified herein, or of any Copies of Lessons dated later than the date of the last authorized issue as set forth in the Details Sheet.
- (c) This License authorizes Licensee to reproduce print Copies of the Lessons exactly as published by CSPS, without omission, alteration, or addition thereto; provided that Licensee may discretely include a notice that the Copies are being provided by Licensee "under license from The Christian Science Publishing Society," which notice may also include contact and other appropriate information about Licensee.
- (d) This License does not provide access to print copies or digital files of the Lessons, and CSPS is not obligated to provide same to Licensee. This License is conditioned upon Licensee's obtaining such print copies or digital files directly either via a legitimate subscription or via purchase of individual issues of Lessons to be copied hereunder.
- 2. Fee. Licensee shall pay to CSPS a license fee ("Fee") in connection with the rights licensed hereunder. The Fee shall be invoiced in arrears and payable in accordance with CSPS' standard billing processes on a continuity (subscription) basis. CSPS reserves the right to change the fee structure in connection with this License on 90 days written notice to Licensee.

It is understood that the Fee will be based either on:

- The estimated number of Copies to be made per weekly issue in each month if this License is for a duration of less than six months, or
- The estimated average number of Copies to be made per weekly issue in each month if the duration of this License is six months or longer.

- 3. **Identity of Publisher and Acknowledgment of Copyright.** The Copies shall retain all copyright, trademark and publisher information and indicia as originally published by CSPS.
- 4. **Trademark License.** Other than as embodied in the Lessons as published by CSPS, no license of any kind is granted to Licensee hereunder to use CSPS' trademarks, including, without limitation, the *Christian Science Quarterly* trademark and the Cross and Crown seal.
- 5. **Restrictions on Distribution.** Licensee may distribute the Copies in the Territory and for the Purpose described above. Copies may not be distributed through Christian Science Reading Rooms. <u>Licensee shall not distribute Copies of any Lesson after the end of the week indicated in that specific Lesson.</u>
- 6. **Financial Responsibility.** Licensee shall assume responsibility for all costs, liabilities, taxes, employment obligations if any, and all other obligations arising from Licensee's contracts or actions. Licensee shall ensure that all of its activities under this License are conducted in compliance with all local and national laws. CSPS shall not assume any liability, financial or otherwise, in connection with the production, distribution, or fulfillment of the Copies. Licensee understands that the Fee payable to CSPS hereunder is only in consideration of the license granted herein to produce and distribute the authorized Copies, and does not include any costs of obtaining the print copies or digital files of the Lessons to be used in making Copies, or any costs of actually making or distributing the Copies.
- 7. **CSPS Contact**. Unless otherwise notified, Licensee shall address all notices or other inquiries to CSPS to the attention of:

Bible Lesson Products
The Christian Science Publishing Society
210 Massachusetts Avenue, P03-20
Boston, MA 02115 U.S.A.
Email: biblelessonlicenses@csps.com

8. **Terms and Termination.** The term ("Term") of this License shall be effective as of the first issue date set forth in the Details Sheet. If this License has a duration of less than six months, the Term hereof shall expire as of the end of the week of the last issue date set forth in the Details Sheet. Should the parties desire to extend the Term thereafter, a new Details Sheet shall be issued reflecting such extended Term.

If this License has a duration of six months or more, this License shall continue until either party terminates this License for any reason on 30 days prior written notice. Any breach or default by Licensee under this License shall entitle CSPS to immediately terminate this License and to recover from Licensee any amounts due currently or in arrears.

9. **Complete License** / **Assignment.** This License, together with the Details Sheet, sets forth all the terms and conditions of this License and, with the exception of a revised Details Sheet reflecting a changed number of authorized Copies, may only be modified by a writing signed by both parties. Neither this License nor preparation of the Copies may be sublicensed or assigned without the advance written consent of CSPS. Notwithstanding the foregoing, Licensee may authorize one or more of its employees, agents, or affiliates, to make Copies under the authority

of this License; provided that Licensee shall do so in a written document specifically naming the holder of such authority and specifying that copies that may be made under such authority, such that a copy shop would be able to reasonably rely thereon. In the event of the transfer by sale, merger, reorganization, or consolidation of Licensee, this License will terminate, and Licensee's successor must negotiate a contract directly with CSPS.

- 10. **No Personal Liability.** Licensee agrees that, inasmuch as CSPS is not a corporation (it is a trusteeship under the laws of Massachusetts), neither the currently existing nor any successor directors, trustees, officers, employees, or agents of The Christian Science Publishing Society, or The First Church of Christ, Scientist, has assumed personal liability for the performance of or failure to perform any term or condition contained in this License and shall not be personally liable therefor. Licensee shall look solely to The Christian Science Publishing Society itself for satisfaction of its obligations under this License.
- 11. **Applicable Law.** This License shall be construed in accordance with the laws of the Commonwealth of Massachusetts without regard to choice of law principles.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date set forth above.

(title)

Duly Authorized

## DETAILS SHEET FOR CHRISTIAN SCIENCE QUARTERLY® BIBLE LESSONS INSTITUTIONAL BULK LICENSE FOR PRINT DISTRIBUTION

This Details Sheet sets forth specifics regarding the *Christian Science Quarterly* Bible Lessons Bulk License for Print Distribution ("License"), to which this Details Sheet is attached and into which it is incorporated by reference.

1. Identity of Licensee (Institution):
2. Licensee's CSPS billing account number:
3. Contact person on behalf of Licensee:
4. Contact Address of Licensee:
5. Telephone Number of Licensee:
6. E-mail of Licensee:
7. Billing Address of Licensee:
8. Date of first issue authorized to be reproduced:
9. Which product is being referenced in this bulk license? (Choose one):
eBibleLessonSpanish Full-Text Edition
10. Will this be a Short-Term License or a Long-Term License? (Choose one):
Short-Term License  → Duration: Less than 6 months
→ Cost: \$1 per copy
a. Date of last issue authorized to be reproduced:
b. Number of print copies per weekly issue to be reproduced:
c. Total estimated number of print copies to be reproduced during the duration of the Short-Term License: (Note: This is for billing purposes.)
Long-Term License (Note: This is for binning purposes.)
→ Duration: 6 months or longer
$\rightarrow$ Cost: Estimated average number of copies per week x \$2.50 = monthly cost
a. Estimated average number of print Copies per weekly issue to be reproduced: (Note: This is for billing purposes.)
11. Territory of License: