



## Google Book Settlement – 2 page Super Simple Summary

- Google Book Settlement (October 2008) would end the copyright infringement lawsuit that AAP/Authors Guild brought against Google in 2005
- Google will continue scanning in-copyright books from library collections into its search database; publishers and authors agree to not sue; Google will continue to enable users to search the full content of the scanned books
- For in-copyright, not commercially available (out of print) books, Google will display up to 20% of the book's text (currently only 3 snippets/book are viewable); previews are different for fiction and non-fiction books; no text display is allowed for some types of books (e.g., anthologies of drama); some books display only "fixed preview" (e.g., dictionaries); users cannot print out or copy-and-paste any of the preview displays
- Google will earn money through advertising and by selling access to the full text of in-copyright, not commercially available books; Google keeps 37% of the generated revenue and distributes 63% to rightsholders (publishers & authors) through a mechanism called the Books Rights Registry (BRR); Google pays \$45 million up front to the BRR for previous scanning
- Individual users can purchase online access to the full text of in-copyright, not commercially available books through an account with Google; rightsholders or Google will set the price of a book; user has perpetual online access to view the entirety of a purchased book
- A user can copy-and-paste up to 4 pages of a purchased book with a single command, and can print up to 20 pages with a single command; with multiple commands, a user may copy-and-paste and print the entire book; on printed pages, Google will place a watermark with encrypted identifying information that identifies the authorized user
- Google will provide free Public Access Service (PAS) to each public library and not-for-profit higher education institution that requests it; a user sitting at a PAS terminal will be able to view the full text of all books in the Institutional Subscription Database (ISD); the ISD generally corresponds to books in the in-copyright, not commercially available category
- A user can print pages of material viewed on the PAS terminal for a "reasonable" per-page fee set by the BRR; the user will not be able to copy-and-paste text accessed through the PAS
- Google will sell access to the ISD to universities; users (faculty, students, staff, researchers, librarians, and others) authorized by the subscribing institution will be able to view the full text of all the books in the ISD; access will continue only for the duration of the subscription; the same copy-and-paste and print options that were available to users purchasing individual access are available to authorized users of the ISD; authorized users can make books in the ISD available to other authorized users through hyperlinks, etc. for course use such as e-reserves
- Google and the BRR will set the price of the ISD; pricing will be based on the number of full-time equivalent (FTE) users; Google may subsidize the purchase of the ISD for some types of

participating libraries; Google may charge a lower price for a discipline-based subset of the ISD

- The settlement creates four categories of partner libraries that contribute books to the Google book scanning project with different rights and responsibilities: fully participating libraries, cooperating libraries, public domain libraries, other libraries.
- A **fully participating library** signs an agreement with the BRR, releasing the library from liability for copyright infringement provided the library follow particular rules; the library provides Google with in-copyright books for scanning, and will receive in return a digital copy of each book it provides; the library may use its library digital copy (LDC) to create a print replacement copy of a book in its collection that is damaged, destroyed, deteriorating, lost or stolen, or to overcome obsolete formats; the library may provide special access to the LDC to a user with a print disability; the library may permit faculty and research staff to use five pages of any book in the LDC that is not commercially available for personal scholarly and classroom use (if the library keeps track of such uses and report them to the BRR); fully participating libraries must meet the requirements of the Security Standard (including issues of identification and authentication, access control, network security, risk assessment, and other provisions); prohibited uses of the LDC include sale of access, interlibrary loan, e-reserves, course management systems, or any infringing uses
- A **cooperating library** provides in-copyright books to Google for scanning, but do not retain digital copies of the in-copyright books provided by Google; cooperating libraries do not have to comply with the Security Standard; cooperating libraries receive a release from any copyright infringement liability if they destroy any past in-copyright digital copies provided by Google
- A **public domain library** provides only public domain books to Google, and receive a release from any copyright infringement liability if they destroy any past in-copyright digital copies provided by Google; do not have to comply with Security Standard
- **Other libraries** are libraries that have agreed to provide Google books to scan, but have chosen not to participate in the settlement
- The settlement is non-exclusive: it does not restrict participating libraries from engaging in other digitization projects outside of the Google settlement
- Some participating libraries may be allowed to permit users to conduct non-consumptive research (e.g., linguistic analysis over large collections of textual works) if the libraries agree to specific access and security provisions
- Google agrees that within five years of the settlement, it will provide free search, the Public Access Service, and institutional subscriptions for 85% of the in-copyright, not commercially available books it has scanned; Google must use “commercially reasonable efforts” to accommodate users with print disabilities
- The settlement does not apply to books published after January 5, 2009; qualifying rightsholders have until May 5, 2009 to opt out of the settlement class; after May 5, 2009, the U.S. District Court in New York will conduct a hearing to consider the fairness of the settlement
- Rightsholders who do not opt out of the settlement have until April 5, 2011 to request the complete removal of a specific book from the database