

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

THE AUTHORS GUILD, INC., et al.,	:	
	:	
	:	
Plaintiffs,	:	
	:	
- against -	:	Index No. 11 Civ. 6351 (HB)
	:	
HATHITRUST, et al.,	:	
	:	
Defendants.	:	
	:	

-----X

SECOND DECLARATION OF PAUL AIKEN

I, Paul Aiken, hereby declare as follows:

1. I am the Executive Director of the Authors Guild, Inc. (the "Guild"), one of the plaintiffs in the above-captioned action. I have personal knowledge of the facts set forth in this declaration and could testify competently at a hearing or trial if called upon to do so.

2. I submit this declaration in opposition to the motions by Defendants and Intervenor for summary judgment and specifically to rebut the Intervenor's suggestion that the Guild opposes making books, including those offered on the Kindle, available to the blind.

Making Books Accessible to the Visually Disabled

3. The Guild (and authors generally) are strong advocates for making all books accessible to everyone. For decades, through its publications and book contract seminars, the Guild has informed new authors that the expected and proper thing to do is to contractually donate rights so that their works can be accessible to the blind.

4. Consistent with this goal, the Amended Settlement Agreement entered into a proposed settlement of the Google Books case (the “ASA”), announced on October 28, 2008 (“Proposed Settlement”), included, among many other benefits, terms that would have provided readers with print disabilities special access to the digitized library books, including access using “screen enlargement, voice output, or refreshable Braille” technologies. *See* ASA § 7.2(b)(ii), a copy of which is attached as Exhibit A to my initial declaration submitted in support of Plaintiffs’ motion for summary judgment.

5. In order to provide access to readers with print disabilities while protecting vital markets for books, the ASA restricted this special access to accommodate “the needs of certified users with Print Disabilities as required by applicable federal or state law and regulations” and prohibited the uses by others, except for those assisting readers with print disabilities. *Id.* § 7.2(b)(ii)(3).

6. The ASA tracked existing federal and state law and regulations by requiring prior certification of a reader’s print disability before special access would be provided to the digitized books. Except in special circumstances, such certification was to be made by a “Competent Authority.” *Id.* § 7.2(b)(ii)(1). The ASA defined “Competent Authority” by reference to federal and state law and regulations, and the procedures of the Library of Congress’s National Library Service for the Blind and Physically Handicapped:

“Competent Authority” means an individual who is employed in one of the professional occupations that is qualified to diagnose Print Disabilities under the federal law and regulations that govern the National Library Service for the Blind and Physically Handicapped or is licensed or otherwise certified or authorized under applicable state law or regulations to diagnose the existence of a Print Disability pursuant to standard and generally accepted methods of clinical evaluation.

Id. § 1.29.

7. Three days after the announcement of the Proposed Settlement, Intervenor The National Federation for the Blind (“NFB”) praised the agreement for accommodating users with print disabilities. Dr. Marc Maurer, NFB President, said the agreement would “revolutionize access to books for blind Americans.” He commended “the parties to this agreement for their commitment to full and equal access to information by the blind.” The NFB press release is attached as Exhibit A.

8. Four months later, in February 2009, Amazon announced that its forthcoming Kindle 2 e-reading devices would allow it to market audio versions of e-books through Amazon’s use of voice output (or text-to-speech) technology. It was clear that Amazon did not intend that Kindle 2’s voice output technology would be used by blind readers — the keyboard was not usable by most blind readers.

9. The Amazon announcement was troubling for the Guild because authors frequently license exclusive audio rights to their works separately from the print and e-book rights to their works. Many authors earn substantial income from their audio rights and at that time, the audiobook market was larger than the market for electronic books.

10. Amazon had not been authorized by authors or publishers to market audio versions of e-books. The Guild protested Amazon’s unilateral decision to distribute audio versions of e-books, believing Amazon was seizing to appropriate authors’ rights without permission or compensation and to deepen its extraordinary hold on the fledgling e-book market. Roy Blount Jr., the Guild President at the time, published an op-ed in the New York Times objecting to Amazon’s audio rights grab on February 25, 2009. That op-ed, “The Kindle Swindle,” is attached as Exhibit B.

11. A few days later, Amazon announced that it would allow publishers to opt out

of having audio versions of their e-books played on Amazon's e-reading devices.

12. In discussions with Intervenor NFB and others following these events, the Guild made clear that it would support making e-readers with text-to-speech technology available to readers with certified print disabilities, following existing federal and state laws and regulations and procedures such as those used by the Library of Congress's National Library for the Blind and Physically Disabled. A press release describing the Guild's position dated April 7, 2009, is attached as Exhibit C.

13. On September 10, 2009, I testified before a subcommittee of the House Judiciary Committee regarding the ASA with Google. That panel included Google's attorney and Dr. Marc Maurer of the NFB. The NFB's press release about Dr. Maurer's testimony is attached as Exhibit D.

14. In his testimony, Dr. Maurer reiterated the NFB's praise of the ASA, even though it continued to require certification of a reader's print disability before special access would be provided to the digital books.

Security of the Databases of Digitized Books

15. Critical to the Guild's agreement to the ASA, which would, among its many benefits, have provided access to readers with print disabilities, was that the digital book databases would be subject to rigorous, financially enforceable security protocols. The Guild saw the security of the databases of copyright-protected, digitized books — particularly those maintained by the university libraries — as one of its highest priorities in any settlement.

16. The ASA required university libraries wanting to host these databases of the digitized books to agree to a set of security protocols regarding those databases (collectively, "University Library Security Protocols").

17. The University Library Security Protocols required that each university library hosting copyright-protected, digitized books agree to a Security Implementation Plan meeting standards set forth in approximately 15 pages of the Security Standard attached to the Proposed Settlement. *See* ASA, Art. VIII and Attachment D.

18. Those standards discuss, among other vital database security matters, local and remote network security, firewalls, security testing, user identification, user access, incident logging, data storage and encryption protocols.

19. The University Library Security Protocols were subject to audit and, crucially to the Guild — because state universities can generally avoid financial responsibility for copyright infringement under the doctrine of sovereign immunity — an agreement to an assessment against the universities of damages of up to \$300,000 per incident for inadvertent breaches, up to \$5 million per incident for reckless breaches, and up to \$7.5 million per incident for willful breaches. *Id.* § 8.5.

20. To help assure that regular audits would be conducted confirming that the universities were abiding by the University Library Security Protocols, the Guild negotiated for Google to contribute matching funds of up to \$200,000 per year to the costs of those audits. *Id.* § 8.2(c)(ii).

21. On October 28, 2008, Defendants University of Michigan and University of California issued a joint press release (“University Press Release”), along with Stanford University, endorsing the “outstanding public benefits made possible through the proposed settlement agreement.” The University Press Release, attached as Exhibit E, listed eight “important benefits to higher education,” including “accommodated services for persons with print disabilities.”

22. The University Press Release acknowledged that the three universities had “been negotiating for almost two years with Google and the plaintiffs to shape this agreement for the public good,” and that to fully participate in the ASA the universities must “negotiate and execute amendments [to their library digitization agreements with Google] that reflect the terms and conditions” described in the ASA. Those “terms and conditions” included the auditable and financially enforceable University Library Security Protocols.

23. The University Press Release concluded by noting that “each university is working toward” executing those contractual amendments “and expects to participate in the project under the proposed settlement.”

24. On May 20, 2009, Defendant University of Michigan signed that contractual amendment, thereby agreeing, among other things, to the University Library Security Protocols. Attached hereto as Exhibit F is a UM’s press release announcing signing of the agreement.

25. The NFB’s suggestion that the Guild opposes increased access for the blind is baseless. The Guild actively negotiated an agreement that would, as the NFB said, have “revolutionize[d] access to books for blind Americans,” while it addressed the Guild’s critical concerns over the security of the universities’ databases of digitized books, and opened up new markets for literary works. The Guild’s concern over the text-to-speech technology used in the Kindle 2 had nothing to do with opposing access to the blind, and everything to do with Amazon’s efforts to use its monopolistic control of the e-book market to appropriate another important market, without the consent of authors or publishers.

I declare under penalty of perjury that the foregoing is true and correct.

July 20, 2012


PAUL AIKEN

EXHIBIT A

FOR IMMEDIATE RELEASE

Release Date: Friday, October 31, 2008

Category: National

Chris Danielsen

Public Relations Specialist

National Federation of the Blind

(410) 659-9314, extension 2330

(410) 262-1281 (Cell)

cdanielsen@nfb.org

**Google Settlement with Authors, Publishers Will Have Positive Results
for the Blind**

**Terms of Proposed Settlement Agreement Will Revolutionize Blind People's Access
to Books**

Baltimore, Maryland (October 31, 2008): The National Federation of the Blind, the nation's leading advocate for access to information by the blind, announced today that the recent settlement between Google and authors and publishers over the Google Books project, if approved by the courts, will have a profound and positive impact on the ability of blind people to access the printed word. The terms of the settlement that was reached on October 28, among Google, the Authors Guild, and the Association of American Publishers, on behalf of a broad class of authors and publishers, allow Google to provide the material it offers users "in a manner that accommodates users with print disabilities so that such users have a substantially similar user experience as users without print disabilities." A user with a print disability under the agreement is one who is "unable to read or use standard printed material due to blindness, visual disability, physical limitations, organic dysfunction, or dyslexia." Blind people, like other members of the public, will be able to search the texts of books in the Google Books database online; purchase some books in an accessible format; or access accessible books at libraries and other entities that have an institutional subscription to the Google Books database. Once the court approves the settlement, Google will work to launch these services as quickly as possible.

Dr. Marc Maurer, President of the National Federation of the Blind, said: "Access to the printed word has historically been one of the greatest challenges faced by the blind. The agreement between Google and authors and publishers will revolutionize access to books for blind Americans. Blind people will be able to search for books through the Google Books interface and purchase, borrow, or read at a public library any of the books that are available to the general public in a format that is compatible with text enlargement software, text-to-speech screen access software, and refreshable Braille devices. With seven million books already available in the Google Books collection and many more to come, this agreement means that blind people will have more access to print books than we have ever had in human history. The blind, just like the sighted, will have a world of education, information, and entertainment literally at our fingertips. The

National Federation of the Blind commends the parties to this agreement for their commitment to full and equal access to information by the blind.”

“Among the most monumental aspects of the settlement agreement,” said Jack Bernard, assistant general counsel at the University of Michigan, “are the terms that enable Google and libraries to make works accessible to people who have print disabilities. This unprecedented opportunity to access the printed word will make it possible for blind people to engage independently with our rich written culture. Moreover, it is refreshing to find accessibility for people with disabilities explicitly included upfront, rather than begrudgingly added as an afterthought.”

“One of the great promises of the settlement agreement is improving access to books for the blind and for those with print disabilities,” said Dan Clancy, engineering director for Google Book Search. “Google is committed to extending all of the services available under the agreement to the blind and print disability community, making it easier to access these books through screen enlargement, reader, and Braille display technologies.”

###

About the National Federation of the Blind

With more than 50,000 members, the National Federation of the Blind is the largest and most influential membership organization of blind people in the United States. The NFB improves blind people’s lives through advocacy, education, research, technology, and programs encouraging independence and self-confidence. It is the leading force in the blindness field today and the voice of the nation’s blind. In January 2004 the NFB opened the National Federation of the Blind Jernigan Institute, the first research and training center in the United States for the blind led by the blind.

EXHIBIT B

The New York Times



February 25, 2009

OP-ED CONTRIBUTOR

The Kindle Swindle?

By ROY BLOUNT JR.

BEING president of too many well-meaning organizations put my father into an early grave. The lesson in this was not lost on me. But now I am president of the Authors Guild, whose mission is to sustain book-writing as a viable occupation. This borders on quixotic, given all the new ways of not getting paid that new technology affords authors. A case in point: Amazon's Kindle 2, which was released yesterday.

The Kindle 2 is a portable, wireless, paperback-size device onto which people can download a virtual library of digitalized titles. Amazon sells these downloads, and where the books are under copyright, it pays royalties to the authors and publishers.

Serves readers, pays writers: so far, so good. But there's another thing about Kindle 2 — its heavily marketed text-to-speech function. Kindle 2 can read books aloud. And Kindle 2 is not paying anyone for audio rights.

True, you can already get software that will read aloud whatever is on your computer. But Kindle 2 is being sold specifically as a new, improved, multimedia version of books — every title is an e-book and an audio book rolled into one. And whereas e-books have yet to win mainstream enthusiasm, audio books are a billion-dollar market, and growing. Audio rights are not generally packaged with e-book rights. They are more valuable than e-book rights. Income from audio books helps not inconsiderably to keep authors, and publishers, afloat.

You may be thinking that no automated read-aloud function can compete with the dulcet resonance of Jim Dale reading "Harry Potter" or of authors, ahem, reading themselves. But the voices of Kindle 2 are quite listenable. There's even a male version and a female version. (A book by, say, Norman Mailer on Kindle 2 might do a brisk business among people wondering how his prose would sound in measured feminine tones.)

And that sort of technology is improving all the time. I.B.M. has patented a computerized voice that is said to be almost indistinguishable from human ones. This voice is programmed to include "ums," "ers" and sighs, to cough for attention, even to "shhh" when interrupted. According to Andy Aaron, of I.B.M.'s Thomas J. Watson research group speech team: "These sounds can be incredibly subtle, even unnoticeable, but have a profound psychological effect. It can be extremely reassuring to have a more attentive-sounding voice."

When I read that quotation, it hit me: Hey, I know Andy Aaron. Years ago, he said he was working on some sort of voice simulation, and asked to work my Southern accent into the mix. I don't remember

whether we got around to that or not, and this new I.B.M. software is designed, at any rate, not for audio books but for computer help lines. So no part of my voice is competing with my own audio books yet. But people who want to keep on doing creative things for a living must be duly vigilant about any new means of transmitting their work.

What the guild is asserting is that authors have a right to a fair share of the value that audio adds to Kindle 2's version of books. For this, the guild is being assailed. On the National Federation of the Blind's Web [site](#), the guild is accused of arguing that it is illegal for blind people to use "readers, either human or machine, to access books that are not available in alternative formats like Braille or audio."

In fact, publishers, authors and American copyright laws have long provided for free audio availability to the blind and the guild is all for technologies that expand that availability. (The federation, though, points out that blind readers can't independently use the Kindle 2's visual, on-screen controls.) But that doesn't mean Amazon should be able, without copyright-holders' participation, to pass that service on to everyone.

The guild is also accused of wanting to profiteer off family bedtime rituals. A lawyer at the Electronic Frontier Foundation sarcastically [warned](#) that "parents everywhere should be on the lookout for legal papers haling them into court for reading to their kids."

For the record: no, the Authors Guild does not expect royalties from anybody doing non-commercial performances of "Goodnight Moon." If parents want to send their children off to bed with the voice of Kindle 2, however, it's another matter.

Roy Blount Jr. is the author, most recently, of "Alphabet Juice."

[Copyright 2009 The New York Times Company](#)

[Privacy Policy](#) | [Search](#) | [Corrections](#) | [RSS](#) | [First Look](#) | [Help](#) | [Contact Us](#) | [Work for Us](#) | [Site Map](#)

EXHIBIT C

Authors Guild – Blog Post and Press Release

Making the Kindle Accessible to the Print Disabled

April 7, 2009. We issued the following statement in response to the protest led by the National Federation of the Blind this afternoon:

Authors want everyone to read their books. That's why the Authors Guild, and authors generally, are strong advocates for making all books, including e-books, accessible to everyone. This is not a new position for us. For decades, we've informed new authors that the expected and proper thing to do is to donate rights so that their works can be accessible to the blind and others. In October, we were praised by the National Federation of the Blind for the settlement of our lawsuit against Google, which promises "to revolutionize blind people's access to books," according to the Federation's press release.

E-books do not come bundled with audio rights. So we proposed to the Federation several weeks ago the only lawful and speedy path to make e-books accessible to the print disabled on Amazon's Kindle:

1. The first step is to take advantage of a special exception to the Copyright Act known as the Chafee Amendment, which permits the blind and others with certified physical print disabilities access to special versions, including audio versions, of copyrighted books. Technology makes this step easy: certified users of existing Kindles could activate their devices online to enable access to voice-output versions of all e-books. This process could be ready to go within weeks.
2. Since step one would help only those with sufficient eyesight to navigate the current Kindle, we encourage Amazon or another e-book device manufacturer to make an e-book device with voice output capability that would be truly blind-accessible, with a Braille keyboard and audible menu commands.
3. Finally, we need to amend existing book contracts to allow voice-output access to others, including those with learning disabilities, that don't qualify for special treatment under the Chafee Amendment. There's no getting around the need to amend contracts: for the past 16 years, standard publishing contracts with most major trade publishers do not permit publishers to sell e-books bundled with audio rights. Fortunately, publishing contracts are amendable, and can (once terms have been negotiated) be handled in a systematic fashion.

The Authors Guild will gladly be a forceful advocate for amending contracts to provide access to voice-output technology to everyone. We will not, however, surrender our members' economic rights to Amazon or anyone else. The leap to digital has been brutal for print media generally, and the economics of the transition from print to e-books do not look as promising as many assume. Authors can't afford to start this transition to digital by abandoning rights.

Knowing how difficult the road ahead is for the already fragile economics of authorship, we are particularly troubled at how all this arose, with Amazon attempting to use authors' audio rights to lengthen its lead in the fledgling e-book industry. We could not allow this rights grab to happen. Audio books are a billion dollar market, the rights for which are packaged separately from -- and are far more valuable than -- e-book rights.

That said, our support for access by all disabled readers is steadfast, and we know how to make it happen. The Federation rightly heralded the settlement in *Authors Guild v. Google*. That class-action settlement represents a quantum leap in accessibility to books for the disabled. It will, if approved, make far more books than ever before, potentially tens of millions of out-of-print books, accessible to not only the blind, but to people with any type of print disability.

Through the Google settlement, we have a solution for out-of-print book accessibility. We're confident we can arrive at a solution for in-print books as well.

Today's protest is unfortunate and unnecessary. We stand by our offer, first made to the Federation's lawyer a month ago and repeated several times since, to negotiate in good faith to reach a solution for making in-print e-books accessible to everyone. We extend that same offer to any group representing the disabled.

EXHIBIT D



Contact Us Fast Facts Topic Index Search

Home

FOR IMMEDIATE RELEASE

Release Date: Thursday, September 10, 2009

Category: National

Chris Danielsen

Director of Public Relations

National Federation of the Blind

(410) 659-9314, extension 2330

(410) 262-1281 (Cell)

cdanielsen@nfb.org

About the NFB

Braille Symposium
Registration Form

Info About Vision Loss
For...

Members

Resources

Products and
Technology

Publications

Make a Gift to NFB	Learn about the Jernigan Institute
-----------------------	---------------------------------------

Request a
Free White Cane

Purchase a
Louis Braille Coin

National Federation of the Blind Endorses Google Books Settlement Before Congress

Urges Justice Department to Support Settlement

Washington, DC (September 10, 2009): The National Federation of the Blind, the nation's oldest and largest organization of blind people and the leading advocate for access by the blind to digital information, testified before the House Judiciary Committee today that the proposed settlement between Google and authors and publishers regarding the Google Books project should be approved. The Google Books settlement will make millions of titles available to the blind and other Americans with print disabilities, providing more access to the printed word than the blind have had in all of human history.

Dr. Marc Maurer, President of the National Federation of the Blind, told the House Judiciary Committee: "The Google settlement is, for the blind and many others, the next step in the democratization of knowledge. That process began with the introduction of the printing press and then, for the blind, with the invention of Braille. Now technology is available that transcends the traditional limitations of both print and Braille, promising to make millions of titles available to the blind in Braille or any other format of our choice. The narrow business interests of Google's competitors must not be allowed to block Americans who cannot read print from all of the opportunities that greater access to written knowledge will make available to them. It is time for the doors of the world's great libraries to be opened and welcome to everyone."

The National Federation of the Blind also urged the United States Department of Justice, which is reviewing the terms of the settlement, to support the agreement.

"The Google Books settlement is a major step forward in advancing the civil rights of blind Americans and others who cannot read print because it substantially increases our opportunities for education and employment," President Maurer said. "The Justice Department, which is tasked with protecting the civil rights of all Americans, should respect the agreement of the parties to the settlement and allow its access provisions to be fully implemented. In doing so, the government will send a strong message that it values the participation of the blind in society and believes that we should have access to all of the information to which our sighted friends and colleagues have access."

###

About the National Federation of the Blind With more than 50,000 members, the National Federation of the Blind is the largest and most influential membership organization of blind people in the United States. The NFB improves blind people's lives through advocacy, education, research, technology, and programs encouraging independence and self-confidence. It is the leading force in the blindness field today and the voice of the nation's blind. In January 2004 the NFB opened the National Federation of the Blind Jernigan Institute, the first research and training center in the United States for the blind

led by the blind.

Media Share

©2012 All Rights Reserved - Copyright 2012 NFB
Privacy Policy

EXHIBIT E

28 October 2008

Major Universities See Promise in Google Book Search Settlement

ANN ARBOR, Mi; PALO ALTO, Ca, OAKLAND, Ca - The University of California, University of Michigan, and Stanford University announce today their joint support for the outstanding public benefits made possible through the proposed settlement agreement submitted to the United States District Court, Southern District of New York by Google Inc. and plaintiffs the Authors Guild, Inc. et al.

The proposed settlement will expand access to books in the Google Book Search project. Google Book Search is an ambitious project to digitize the print collections of the world's greatest libraries and make them searchable via the Internet. The project will make it possible for libraries to preserve millions of books and assure numerous other public and academic benefits.

"It will now be possible, even easy, for anyone to access these great collections from anywhere in the United States," said University of Michigan's Paul N. Courant, University Librarian and Harold T. Shapiro Collegiate Professor of Public Policy. "This is an extraordinary accomplishment."

While the three libraries were not parties in the lawsuit, Google requested extensive input from them on issues of importance to library and university communities.

"With other libraries, those of the University of California and the University of Michigan, we have been negotiating for almost two years with Google and the plaintiffs to shape this agreement for the public good," said Michael A. Keller, Stanford's University Librarian, Director of Academic Information Resources, Founder/Publisher of HighWire Press, and Publisher of the Stanford University Press. "We believe that the proposed settlement offers significant benefits for readers everywhere and therefore society as a whole, providing easy access to texts via Google to libraries throughout the country, and expanding dramatically the amount of material that can be freely read (not just searched) by the public."

"Millions of books are held in our libraries as a public trust," said Daniel Greenstein, Vice Provost at the University of California. "This settlement will help provide broad access to them as well as other public benefits, and it also promises to promote innovation in scholarship. For these reasons, UC is pleased to have given input along with Universities of Michigan and Stanford in support of the public good, and we look forward to playing a continuing role by contributing UC library volumes to the development of this rich online resource."

While the settlement is not ideal from the point of view of the three universities, they believe it is favorable overall to the principles and intentions that led them to join the program as early as 2004.

“The settlement promises to change profoundly the level of access that may be afforded to the printed cultural record, so much of which is presently available to those who are able to visit one of the world’s great libraries, Michael Keller continued. “The democratic impulses – the access to knowledge – are simply too compelling to ignore. They at once appeal to and reflect the respective missions of our three institutions.”

“The settlement agreement provides an unprecedented and extraordinarily valuable service to the American public, the opportunity to search and preview millions of books online. This is a service that libraries, because of copyright restrictions, could not offer on their own and goes well beyond what would have been possible, even if Google had prevailed in defending the lawsuits,” said Courant.

Among the important benefits to higher education are:

- Free full text access at public libraries around the country
- Free preview and ability to either find the book at a local library or through a consumer purchase.
- A first-ever database of both in-copyright and out-of-copyright (public domain) works on which scholars can conduct advanced research (known as the “the research corpus”). For example, a corpus of this sort will allow scholars in the field of comparative linguistics to conduct specialized large scale analysis of language, looking for trends over time and expanding our understanding of language and culture.
- Enabling the sharing of public domain works among scholars, students and institutions. Not only will scholars and students at other universities be able to read these online, but this will make it possible to provide large numbers of texts to individuals wishing to perform research;
- Institutional subscriptions providing access to in-copyright, out-of-print books;
- Working copies of partner libraries' contributed works for searching and web services complementary to Google's.
- Accommodated services for persons with print disabilities – making it possible for persons with print disabilities to view or have text read with the use of reader technology;
- Digital copies of works digitized by Google provided to the partner libraries for long term preservation purposes. This is important because, as university libraries, we are tasked by the public to be repositories of human knowledge and information.

It is important to note that neither the proposed settlement nor the universities’ support of it effectuate their full participation in the new arrangement. Each of the universities has a cooperative agreement in place with Google that remains in effect. Each now must negotiate and execute amendments to those agreements that reflect the terms and conditions described in the settlement. Any final decision to continue contributing to Google Book Search will be made after negotiation and finalization of such an amended

agreement. Each university is working toward that end and expects to participate in the project under the proposed settlement.

For further information contact:

Jennifer Colvin, University of California
(510) 703-0397
jenncolvin@yahoo.com

Kelly Cunningham, University of Michigan
(734) 936-5190
kelly.cunningham@umich.edu

Lisa Lapin, Stanford University (650) 725-8396
lapin@stanford.edu

###

EXHIBIT F

University of Michigan | News Service

Thank you for printing this page. Do come back to ns.umich.edu, we are constantly adding new and interesting content. Note: To help the environment we have automatically removed navigation and other unnecessary elements from the page.

U-M first to sign new digitization agreement with Google

Published on May 20, 2009

Written by Kelly Eileen Cunningham

0

ANN ARBOR, Mich.—The University of Michigan today announced that it has expanded its historic agreement with Google Inc. to create digital copies of millions of U-M library books and journals.

The amended agreement, which strengthens library preservation efforts and increases the public's access to books, is possible because of Google's pending settlement with a broad class of authors and publishers. The U-M library is the first in the nation to expand its partnership with Google.

The contract amendment is an important step in ensuring that the university's vision of broad public access to its print collection becomes a reality.

"Through this amendment we are establishing a solid foundation for future library work and providing the greatest public good for library users," said Paul N. Courant, U-M librarian and dean of libraries. Courant also is the Arthur F. Thurnau Professor of Economics and the Harold T. Shapiro Collegiate Professor in the Ford School of Public Policy.

"Our agreement with authors and publishers will allow anyone in the U.S. to benefit from the wealth of knowledge contained in our nation's most renowned libraries," said Dan Clancy, engineering director at Google. "We're tremendously excited that University of Michigan has expanded our partnership to join us in this effort to unlock access to millions of books in the U.S."

The agreement opens up the U-M library's extensive collections of 8 million works to readers and students throughout the United States with free previews, the ability to buy access to the university's collections online and through subscriptions at other institutions.

Through provisions in Google's pending settlement with authors and publishers and the amended U-M agreement, Google will provide a free public access terminal, allowing every public and collegiate library in the country that chooses from those in small towns to those at large universities equal access to the U-M materials.

The agreement also calls for Google to contribute millions of dollars to establish up to two new research centers where scholars will be able to conduct research that would not be possible without the large number of digitized works.

As other university libraries sign amended agreements, that means that eventually tens of millions of

books will be accessible to library patrons coast to coast, Courant said.

The amended U-M agreement also provides for:

- Expanded opportunities for U-M and Google to provide users with print disabilities immediate access to millions of books.
- Improved digital copies for preservation efforts to protect against the inevitable deterioration of our books and also protect against loss or damages such as that experienced by New Orleans-area libraries after Hurricane Katrina.
- The creation of new opportunities for large-scale analysis of the written record.
- The expansion of the collaborative effort among libraries to build a shared storehouse of digital library content called the HathiTrust through support from Google.
- The ability of U-M and other participating libraries to review, and through arbitration challenge, the pricing for institutional subscriptions to ensure Google fulfills its commitment to enable widespread adoption of these services.

<http://ns.umich.edu/new/releases/7162-u-m-first-to-sign-new-digitization-agreement-with-google>