



ASSOCIATION OF  
AMERICAN PUBLISHERS, INC.

50 F Street, NW, 4th Floor  
Washington, D.C. 20001  
Telephone 202 347-3375  
Fax 202 347-3690

## **Google, AAP, Authors Guild: Joint PUBLIC FAQ**

### **1. Why did the Class Plaintiffs, the Authors Guild, Association of American Publishers (AAP), and Google come to an agreement?**

This agreement will enable us to do more together than copyright owners and Google could have done alone or through a court ruling. Our agreement promises to benefit readers and researchers, and to enhance the ability of authors and publishers to distribute their content in digital form, by significantly expanding online access to works through Google Book Search. It also acknowledges the rights and interests of copyright owners, provides an efficient means for them to control how their intellectual property is accessed online and enables them to receive compensation for online access to their works. The agreement opens new opportunities for everyone - authors, publishers, libraries, Google, and readers.

### **2. If approved by the court, what will the settlement offer?**

If approved, the settlement would provide:

- MORE ACCESS TO OUT-OF-PRINT BOOKS -- Generating greater exposure for millions of in-copyright works, including hard-to-find out-of-print books, by enabling readers in the U.S. to search these works and preview them online;
- ADDITIONAL WAYS TO PURCHASE COPYRIGHTED BOOKS -- Building off publishers' and authors' current efforts and further expanding the electronic market for copyrighted books in the U.S., by offering users the ability to purchase online access to many in-copyright books;
- INSTITUTIONAL SUBSCRIPTIONS TO MILLIONS OF BOOKS ONLINE -- Offering a means for U.S. colleges, universities and other organizations to obtain subscriptions for online access to collections from some of the world's most renowned libraries;
- FREE ACCESS FROM U.S. LIBRARIES -- Providing free, full-text, online viewing of millions of out-of-print books at designated computers in U.S. public and university libraries; and
- COMPENSATION TO AUTHORS AND PUBLISHERS AND CONTROL OVER ACCESS TO THEIR WORKS -- Distributing payments earned from online access provided by Google and, prospectively, from similar programs that may be established by other providers, through a newly created independent, not-for-profit Book Rights Registry. The Book Rights Registry will locate rightsholders, collect and

maintain accurate rightsholder information, and provide a way for rightsholders to request inclusion in or exclusion from the project.

### **3. In what new ways will this agreement enable users to access books?**

The agreement significantly expands access to millions of in-copyright books through Google Book Search.

Specifically, readers will be able to access books through:

- Preview -- Allows users to freely preview a limited number of pages of in-copyright works to help users decide if the book is right for them to buy. Generally, out-of-print books will be available for preview, and in-print books will not unless the rightsholder decides to activate previews through their participation in this settlement or through the Book Search Partner Program.
- Consumer Purchase -- Offers individual users the ability to purchase access to view an entire in-copyright book online. The rightsholder may set the price or allow the price to be set by a Google algorithm.
- Institutional Subscription -- For academic, corporate, and government organizations. Gives members of the institution full access to in-copyright, out-of-print books.
- Free Public Library Access -- Authorizes free, full-text, online viewing of in-copyright, out-of-print books at designated computers in U.S. public and university libraries at no charge to the library or the reader, with added revenues to the rightsholders through per page printing fees.
- Future Services -- The agreement allows for other services and uses, such as Print-On-Demand, Consumer Subscription and others, to be agreed in the future.

### **4. In what ways will this agreement benefit rightsholders?**

The agreement acknowledges the rights and interests of copyright owners, provides an efficient means for them to control how their intellectual property is accessed online, and enables them to receive compensation for online access to their works. The distribution of payments earned from online access provided by Google and, prospectively, from similar programs that may be established by other providers, will take place through a newly created independent, not-for-profit Book Rights Registry that will also locate rightsholders, collect and maintain accurate rightsholder information, and provide a way for rightsholders to request inclusion in or exclusion from the project.

### **5. How can rightsholders find out how to claim their payments?**

Cash payments will be made for books scanned prior to the deadline for opting out of the settlement. In addition, rightsholders will be paid a share of revenues for future uses of their books. Essential information for authors, publishers and other book copyright holders may be found in the Notice of Settlement and at this website: <http://books.google.com/booksrightsholders>. Authors should also consult the Authors

Guild website for detailed advice, or Counsel for the Author Sub-Class [Michael J. Boni and Joanne Zack of Boni & Zack LLC, Bala Cynwyd, PA, 610-822-0200, [www.bonizack.com](http://www.bonizack.com), [bookclaims@bonizack.com](mailto:bookclaims@bonizack.com)]. Publishers should consult the AAP website or Counsel for the Publisher Sub-Class [Jeffrey P. Cunard and Bruce P. Keller of Debevoise & Plimpton LLP, New York, NY, 212-909-6000, [www.debevoise.com](http://www.debevoise.com), [bookclaims@debevoise.com](mailto:bookclaims@debevoise.com)] for detailed advice.

## **6. With this agreement, what change will users see when they visit Google Book Search?**

Content for Google Book Search primarily comes from two sources: the Book Search Partner Program for publishers and other rightsholders, and Google's Library Project. Until now, Google Book Search only showed bibliographic information and up to three snippets of text for in-copyright books contributed through the Library Project. In other words, if a user searched for a topic and found a relevant book, in some cases, the user only saw a few lines of text from the book related to the search. With this agreement, readers in the U.S. will be able to preview out-of-print works to help them decide if the book is right for them to buy. Rightsholders of in-print works can authorize preview through their participation in this agreement or through the Google Partner Program. In addition, consumers will have the ability to purchase online access to many in-copyright books for online reading, highlighting, limited printing, and other potential features. These features will be available for all in-copyright, out-of-print books unless the rightsholder chooses to deactivate these features, as well as for in-copyright, in-print books if the rightsholder chooses to activate these features. The agreement allows for Google and the Book Rights Registry to expand upon this with future additional offerings such as Print-on-Demand, Consumer Subscription, and other uses and services. Some genres of books, such as dictionaries, will be excluded from default preview.

## **7. What is included in an Institutional Subscription? Who qualifies to purchase one?**

The Institutional Subscription will allow users to search, read online (including through remote access) and print books made available through this agreement. These features will be included in the basic subscription. This will be similar to other products in the market where academic and other institutions can subscribe to the service and their users will be able to access all the books contained within the subscription. A variety of groups are eligible to purchase Institutional Subscriptions, including academic institutions, libraries, corporations, and government organizations.

## **8. What will users experience when they access books at public libraries or other locations through Public Access licenses, and who is eligible to receive a Public Access Service license?**

The Public Access Service license will allow free, full-text, online viewing of millions of out-of-print books at designated computers at U.S. public and university libraries. If these libraries offer printing services, the agreement requires them to offer printing as part of this license on a per page fee. Google will provide the service to collect these

fees, and it will pay the cost of printing by users for the first 5 years or up to \$3 million, whichever comes first. Public libraries are eligible to receive one free Public Access Service license for a computer located on-site at each of their library buildings in the United States. Public libraries will also be able to purchase a subscription which would allow them to offer access on additional terminals within the library building and would eliminate the requirement of a per page printing fee. Higher education institutions will also be eligible to receive free Public Access Service licenses for on-site computers, the exact number of which will depend on the number of students enrolled.

**9. Does this agreement affect how users access public domain books through Google Book Search?**

This agreement does not affect books that are in the public domain in the United States and are searchable through Google Book Search. For books that are in the public domain, Google will continue to provide access to the entire book online for free and allow the user to download a PDF copy of the book for free, as it always has. For all books in Google Book Search, where the information is available, there is a link to places where users can buy the book in hard copy directly from the publisher or other booksellers, and where users can find the book in a library near them.

**10. How are libraries involved in this agreement?**

Libraries at the Universities of California, Michigan, Wisconsin, and Stanford have provided input into the settlement and expect to participate in the project, including by making their collections available. Along with a number of other U.S. libraries that currently work with Google, their significant efforts to preserve, maintain and provide access to books have played a critical role in achieving this agreement and, through their anticipated participation, they are furthering such efforts while making books even more accessible to students, researchers and readers in the U.S. It is expected that additional libraries in the U.S. will participate in this project in the future.

**11. Google has been working with libraries already through its Book Search project. How will this agreement impact its current and future partnerships?**

This agreement gives libraries the opportunity to make their collections more accessible to students, researchers and readers in the U.S. A number of U.S. libraries that currently work with Google will make their collections available for this project. We anticipate that additional libraries in the U.S. will participate in the future.

**12. How much will it cost to get full access to a book?**

The price of purchasing online access to a book will be set in one of two ways, at the rightsholder's option. Google will automatically set and adjust prices through an algorithm designed to maximize revenues for the book. This algorithm will be based on multiple factors; it is not a subjective evaluation of each individual book. Google and the

Book Rights Registry will work to ensure that the algorithmic pricing maximizes the value for the rightsholder. Rightsholders will also be able to set the price for access to their books if they wish. For the Institutional Subscription, Google will work with the Book Rights Registry to set the price based on the type of institution and the expected number of users at an institution, e.g. academic research libraries, corporations, government offices, etc. This is similar to other subscriptions in the market today.

**13. Will advertising be shown with the books included in this project?**

As with advertising currently offered through Google's Partner Program, advertising may be displayed on books.google.com webpages. Advertising will not be overlaid on pages from a book. Rightsholders will receive the majority of the revenue from the advertising on web pages for specific books. As with all revenues paid by Google to rightsholders, if the rightsholder cannot be found immediately, the Book Rights Registry will hold the advertising revenue for a reasonable period of time for the rightsholder to claim.

**14. How long will it take for these new services to become publicly available?**

Before any of these services can be made publicly available, the settlement needs approval by the court before which the class action is pending. Once authorized, Google and the Book Rights Registry will be working to launch these services as soon as possible.

**15. Will any of these new services be available to Google Book Search users outside the U.S.?**

Outside the United States, the users' experience with Google Book Search will be the same as it is today. In other words, users will be able to search for books and may see snippets of in-copyright books, but they will not be able to purchase access to books online and the subscription will not be offered to institutions outside the United States, unless these services are authorized by the rightsholder of a book.

**16. Why was this agreement limited to Google Book Search users within the U.S.?**

Because this agreement is the result of a U.S. lawsuit, it directly affects the Google Book Search experience for those accessing the site in the U.S.

**17. Does this agreement extend to all publishers and authors in the U.S.? What about internationally?**

Holders of U.S. copyrights worldwide can register their works with the Book Rights Registry and receive compensation from institutional subscriptions, book sales, ad revenues and other possible sources, as well as a cash payment if their works have already been digitized. For example, a foreign author whose book was published outside

the U.S. can register with the Book Rights Registry, and receive compensation, if that book is in the collection of a U.S. library from which it was digitized.

**18. How will rightsholders be compensated for the online access to their in-copyright works?**

Revenues earned from subscriptions, consumer online purchase, advertising on web pages for specific books (including snippets or preview pages devoted to a single book), and from per-page printing at Public Access Service terminals will be divided between the rightsholder and Google at a 63-37 split respectively. Google will pay those revenues to the Book Rights Registry, and the Book Rights Registry will pay registered rightsholders their earnings after administrative costs.

**19. What are the other financial terms of the agreement?**

In addition to the revenue from the sale of subscriptions, consumer online purchase, advertising, and per-page printing at Public Access Service terminals, there are other financial terms of the agreement. Google will make payments totaling \$125 million to establish the Book Rights Registry, to resolve existing claims by authors and publishers and to cover legal fees. Of this total, Google will pay \$34.5 million for the establishment and initial operations of the Book Rights Registry. Google will also pay a minimum of \$45 million to pay rightsholders whose Books and Inserts were digitized prior to the deadline for rightsholders to opt out of the settlement.

**20. What is the role of the Book Rights Registry? What is its charter, and who will manage it?**

The agreement requires that a newly created independent, not-for-profit Book Rights Registry will be established for the purposes of locating rightsholders, collecting and maintaining accurate rightsholder information, providing a way for rightsholders to request inclusion in or exclusion from the project, distributing payments earned from online access provided by Google, and representing rightsholders' interests in connection with similar programs that may be established by other providers. The Books Rights Registry will be managed by a board of directors consisting of an equal number of author representatives and publisher representatives.

**21. Can the Registry work with other third parties?**

One of the benefits of this agreement is the creation of the Book Rights Registry, which will work on behalf of rightsholders for this project and for similar programs that may be established by other providers.