

## Interim Agreement

This INTERIM AGREEMENT is between ACCESS COPYRIGHT, THE CANADIAN COPYRIGHT LICENSING AGENCY (“**Access Copyright**”) located at 800-1 Yonge Street, Toronto, Ontario, M5E 1E5, and \_\_\_\_\_ (the “**Institution**”) located at \_\_\_\_\_.

### WHEREAS:

A. Access Copyright and the Institution entered into a blanket reprography licence agreement, which terminates on August 31, 2010 and a licence extension agreement (which terminates on December 31, 2010 (together, the “Existing Agreement”).

B. Access Copyright filed the Access Copyright Post-Secondary Educational Institution Tariff, 2011-2013 (the “Proposed Tariff”) with the Copyright Board of Canada (the “Copyright Board”) on March 30, 2010, which once certified will permit the Institution to make reproductions of copyright-protected works.

C. The Institution and Access Copyright wish to agree that the Institution will make certain interim payments to Access Copyright covering the period between January 1, 2011 to the date the Proposed Tariff is certified by the Copyright Board (the “Certification Date”).

For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1. Interim Payments and Reporting.** For the period between January 1, 2011 and the Certification Date (the “Interim Period”), the Institution agrees to make interim payments to Access Copyright equal to the amounts the Institution is obligated to pay Access Copyright under the Existing Agreement. For such period the Institution will also comply with the record keeping and reporting requirements in the Existing Agreement.
- 2. Payment Adjustments.** The Institution acknowledges that the tariff will have an effective date of January 1, 2011 and that a payment of fees back to such date may be necessary under the tariff certified by the Copyright Board. The parties agree to be bound by any tariff certified by the Copyright Board regarding payments for any prior or future periods covered by such tariff.
- 3. Acknowledgement.** The parties acknowledge and agree that: (i) the agreement in Section 1 (Interim Payments and Reporting) is not an agreement between Access Copyright and the Institution authorizing the Institution to do any act mentioned in the Copyright Act; and (ii) this Agreement contains interim measures and is not a reflection or admission of the value or volume of uses that may become licensed under the Tariff.
- 4. Governing Law.** This Agreement and its construction will be governed by the laws of the Province of Ontario and the laws of Canada applicable herein.
- 5. Effectiveness; Date.** This agreement will become effective when both parties have signed it. The date this agreement is signed by the second party to sign it (as indicated by the date associated with that party’s signature) will be deemed to be the date of this agreement.

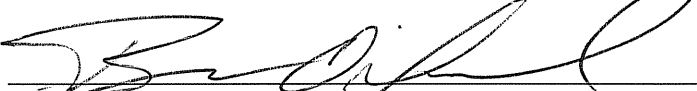
**Interim Agreement**

6. **Entire Agreement.** This is the entire agreement between the parties related to the subject matter hereof. There are no other terms or conditions other than as set out herein including any express or implied terms. The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties, and will constitute the entire agreement between them, concerning the subject matter of this Agreement. There are no other terms or conditions, whether express or implied, other than as set out herein. This Agreement may only be amended by a writing signed by both parties.

**IN WITNESS WHEREOF** the undersigned, on behalf of and authorized by Access Copyright and the Institution, have executed this Interim Agreement.

Date: June 29/10

**ACCESS COPYRIGHT, THE CANADIAN COPYRIGHT LICENSING**

By: 

Name: BRIAN O'DONNELL

Title: DIRECTOR, BUSINESS DEVELOPMENT

**THE INSTITUTION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: