

PUBLICATION POLICIES
OF THE
INTERNATIONAL COMMITTEE ON ENGLISH IN THE LITURGY, INC.
A JOINT COMMISSION OF CATHOLIC BISHOPS' CONFERENCES

EFFECTIVE DECEMBER 1995
Amended 2008, 2010, 2013

CONTENTS

PART ONE: ICEL PUBLICATION POLICIES

| | |
|---------------------------------|---------------|
| Nature and Purpose of ICEL, | <i>page 3</i> |
| Approval of ICEL Texts, | <i>4</i> |
| Permissions, | <i>4</i> |
| ICEL Copyright, | <i>5</i> |
| Royalties, | <i>5</i> |
| Contracts, | <i>5</i> |
| Variations in Liturgical Texts, | <i>7</i> |
| Rubrics, | <i>9</i> |
| Liturgical Books for Ministers, | <i>9</i> |
| Popular Publications, | <i>10</i> |
| Sense Lines, | <i>10</i> |
| ICET/ELLC Texts, | <i>11</i> |

PART TWO: SCHEDULE OF ROYALTIES

| | |
|--|-----------|
| Preliminary Notes, | <i>13</i> |
| Publications Subject to Royalties, | <i>14</i> |
| ICEL Content and Non-ICEL Content, | <i>14</i> |
| Royalty Schedules and Fees | |
| Minister's Editions, | <i>14</i> |
| Publications Issued on a Periodical Basis, | <i>15</i> |
| Other Publications, | <i>16</i> |
| Flat Fees, | <i>17</i> |
| Computer Disks, | <i>17</i> |
| Export Sales to Developing Countries, | <i>17</i> |
| Recordings, | <i>17</i> |
| Additional Fees, | <i>17</i> |
| Publications Not Subject to Royalties | |
| Publications for One-Time Use, | <i>18</i> |
| Publications for More than One-Time Use, | <i>18</i> |
| ICEL Newsletter, | <i>18</i> |

PART THREE: THE COPYRIGHT ACKNOWLEDGMENT, *19*

| | |
|-----------------------------------|-----------|
| Elements of Acknowledgment, | <i>19</i> |
| Acknowledgment of an Entire Work, | <i>19</i> |
| Acknowledgment of Excerpts, | <i>20</i> |

APPENDIX:

| | |
|--|-----------|
| THE ICEL CONTRACT (EXAMPLE), | <i>21</i> |
| Use of ICEL Materials on Global Computer Networks, | <i>25</i> |

PART ONE ICEL PUBLICATION POLICIES

NATURE AND PURPOSE OF ICEL

The International Commission on English in the Liturgy was established in October 1963 as an unincorporated association of bishops designated by sponsoring conferences of bishops. In 1967 the Commission was incorporated in Canada as a nonprofit body for religious, charitable, and educational purposes under the title, International Committee on English in the Liturgy, Incorporated. This corporation, which holds title to all ICEL literary properties, was established to insure the protection of the liturgical and literary integrity of ICEL translations, texts, and other materials.

The members of the corporation are eleven bishops designated by the eleven sponsoring English-speaking conferences of bishops: Australia, Canada, England and Wales, India, Ireland, New Zealand, Pakistan, the Philippines, Scotland, South Africa, and the United States of America. The eleven bishops also serve as the Board of Directors (Episcopal Board). The associate member conferences, fifteen in number, do not designate representatives as members of the ICEL corporation, but their canonical status in relation to liturgical texts is recognized by ICEL's communication to each conference or its national liturgical commission of all texts and other materials.

From the beginning, ICEL's chief function has been to provide English translations and original texts for the revised liturgical books of the Roman rite. In offering this service, ICEL and the Episcopal Board have sought to carry out the principles and directives set forth in the Constitution on the Liturgy of the Second Vatican Council as well as the Holy See's implementation of these principles and directives, especially in the revised liturgical books.

The ICEL program is carried out, under the authority of the Episcopal Board, by an Advisory Committee whose members are appointed by the Episcopal Board, with the assistance of subcommittees and working groups of specialists, as well as individual translators, writers, composers, editors, and consultants. The work is coordinated by the professional staff of its Secretariat located in Washington.

ICEL itself is not a publisher of liturgical books and related materials in the usual sense.¹ Rather, like individual authors, translators, or editors, it provides the content of such publications to publishing firms. ICEL does publish, in limited editions but not commercially, its draft translations and texts for consultation purposes (Green Books) and its definitive translations and texts (White Books). The former are issued for the purpose of consultation, although they may be adopted for provisional use by individual conferences of bishops. The latter are issued for the use of the conferences of bishops, who are then free to give canonical approval or not, and for the use of publishers, for whom the White Books serve as the basic edition or manuscript.

APPROVAL OF ICEL TEXTS

A conference of bishops must approve an ICEL text for liturgical use before it may be published or distributed within the dioceses of its ecclesiastical jurisdiction, and this approval must be confirmed by the Apostolic See. Furthermore, even after an ICEL text is formally approved by a conference of bishops and after the ICEL contract is executed, the publisher is bound by contract to observe the regulations established by the conference of bishops for the territory of its jurisdiction.

The license of ICEL to publish a text does not include the imprimatur, which the publisher must obtain from the competent church authority. Furthermore, it is understood that ICEL provides only a basic text for international use; it is the responsibility of editors and publishers to obtain any modifications or adaptations in the liturgical rite itself that may be required by the respective conference of bishops in each territory where the text will be distributed. Even in this case, however, ICEL will endeavor, so far as possible, to cooperate in the provision of disks or camera-ready copy, incorporating the additions or variations required by individual conferences of bishops.

PERMISSIONS

All ICEL translations, original texts, and musical settings are copyrighted and remain the property of ICEL. Permission must be sought from ICEL for the reproduction, whatever the means, of its translations, original texts, musical settings, and other material. All ICEL liturgical texts are made available to publishers without distinction, on a non-exclusive basis. All

By way of exception, because of its limited audience and expected sales, publication of *The Roman Pontifical*, Volume I, was undertaken by ICEL.

requests should be directed to the ICEL Secretariat, 1100 Connecticut Avenue, NW, Suite 710, Washington, D.C., 20036, U.S.A.

ICEL COPYRIGHT

ICEL copyrights its texts in order to maintain under the civil law and international conventions the Church's ownership of these texts used by Catholics in their worship. The legal safeguard provided by copyrighting the texts helps to preserve their literary and liturgical integrity under the ecclesiastical authority given to the conferences of bishops by the Second Vatican Council and by subsequent instructions of the Apostolic See. Through copyright of its texts ICEL can also help to promote their availability to all the English-speaking countries through the international copyright conventions.

ROYALTIES

As a nonprofit body at the service of the Church in the countries where English is spoken, ICEL endeavors to conduct its program with just remuneration for translators, editors, composers, consultants, and staff and with expenditures directly related to liturgical purposes. To provide a continuing source of revenue for ICEL's current and future expenses in developing liturgical materials, a royalty fee is charged to all publishers.

ICEL does not charge for the reproduction of its texts when they appear in materials produced by individual parishes, schools, religious houses, and the like for their private and non-commercial, nonprofit use. Even in such cases, however, the requisite acknowledgment and copyright notice should always appear.

CONTRACTS

Except as noted elsewhere, a form of agreement must be executed between ICEL and each licensee. A new contract must be executed for each new text used, even if it is to be incorporated into a publication for which the publisher already has a contract.

When permission is requested to reproduce a text, the following information for every publication in which ICEL material is to appear must be submitted:

1. Exact title.
2. Purpose of the book: for example, a book for the presiding minister or deacons and readers, a participation aid for the people, a commentary or

textbook on the rites, a religious education book, or other types of publications to be specified by the person, publisher, or group requesting permission.

3. Retail list selling price per copy sold: if in different bindings, the different prices.
4. Number of copies in the first printing: if in different bindings, the number of copies for each binding.
5. Complete list of ICEL texts to be included in publication:
 - a. For *The Liturgy of the Hours*: elements to be used, for example, antiphons, psalms, canticles, readings, responsories, intercessions, prayers, etc.
 - b. For *The Roman Missal*: parts of the Mass to be reproduced, for example, greeting, penitential rite, Eucharistic Prayers I, II, III, IV, etc.
 - c. For the *Lectionary for Mass*: elements to be used, for example, psalm responses, gospel verses, summaries of the readings, etc.
 - d. For the remaining rites: the paragraph numbers given in the ICEL publication.
6. Complete list of non-ICEL material to be included in publication, for example, number of hymns, biblical texts, texts set to music.

To assist the publisher to provide ICEL with this information, an information form will be sent upon receipt of a request or inquiry.

All the above information is necessary to arrive at an equitable royalty rate and to complete the contract. Unnecessary delays will be avoided if this information is submitted with the original request. ICEL cannot assume responsibility for delays in the execution of contracts when the necessary information is not supplied.

The permission granted in the ICEL contract is contingent upon the final approval of the ICEL text by the conference of bishops of the territory where the ICEL text will be published or distributed and also upon the requisite confirmation of this approval by the Apostolic See. Furthermore, even after the confirmation of this approval by the Apostolic See, the publisher is bound by contract to observe the regulations established by the conference of bishops for the territory of its jurisdiction.

For most of its works ICEL provides two different contracts, one for publications in which there is a substantial amount of ICEL material, the other for publications in which ICEL material is only a small portion of the material. The full text of a sample contract may be found in the appendix of this booklet.

Since the licensing of material from *The Liturgy of the Hours*, in whole or in part, involves the sublicensing of non-ICEL copyrighted material, in this

case the Grail Psalms, a special contract is used for granting permission to reproduce this ICEL work.

In most cases when the proportion of ICEL material is less than 5% in a publication, a letter of permission and not a formal contract is issued. The letter will always require acknowledgment of the ICEL text and strict adherence to the ICEL text. It will also require payment of a flat fee for each printing.

VARIATIONS IN LITURGICAL TEXTS

As a general principle it should be noted that variations in liturgical texts, even when introduced legitimately in accord with the following norms, may work against the desired interchange of publications from country to country. The bishop representatives of countries where ritual books and other liturgical publications are not ordinarily produced ("non-publishing countries") have urged that publications compiled in other countries avoid deviations, including authorized deviations, from ICEL texts so that such publications may be distributed as widely as possible. Ordinarily the addition of formularies for particular feasts and the like will not be an obstacle to wide use in the non-publishing countries.

In addition to the literary quality and uniformity ICEL was established to achieve by providing translations and original texts for the revised liturgical books of the Roman rite, in discouraging variations in liturgical texts ICEL assists the non-publishing countries which are unable to finance their own projects of translation or even to publish books and other materials. This is not intended to preclude appropriate liturgical adaptations or supplementary liturgical texts or rites or different arrangements of rites.

1. The use of variant spellings (for example, honor/honour) is permitted according to the usage in the place of publication. This need not be the subject of a special agreement.
2. In many cases the ICEL text (following the original Latin text) offers alternatives, for example, in the penitential rite of the Order of Mass, in the nuptial blessing of the marriage rite, etc.

Omission of alternatives constitutes an "adaptation," as determined below. ICEL cannot be a party to reducing the options found in the Latin editions of the liturgical books except as indicated.

- a. In liturgical books for presiding ministers no alternatives may be omitted except by formal decision of the respective conference of bishops and confirmation of this decision by the Apostolic See.
- b. The printing of only one alternative may be permitted in publications for popular use. The conference of bishops of a particular country,

however, may require that publishers include the other alternatives or at least indicate that they may be used.

3. In some few instances, the ICEL text offers alternative translations at the discretion of the one who uses the text in a liturgical service, for example, the form of address ("brothers and sisters," "my dear friends") or the response to the general intercessions. This is done to allow for local or regional usage or to accommodate similar needs. In these cases:

- a. In liturgical books for presiding ministers, either the ICEL primary text or one of the variants may be employed, but a footnote must indicate explicitly the options available.
- b. In publications for popular use, either the ICEL text or one of the variants may be employed without the footnote. Intention to do this must be indicated in the request for the contract. Publications that include distinctive variations of this kind, which are based on particular usage of an individual country, will be licensed for distribution in that country only, unless approved by the conference of bishops of another country.

4. The preparation of national rituals (Constitution on the Liturgy, article 63) and other liturgical books by authority of individual conferences of bishops implies adaptation (see Constitution on the Liturgy, articles 37-40). From the viewpoint of the Constitution on the Liturgy (articles 38-39) these adaptations may be minor and involve no substantial change in liturgical structures; from the viewpoint of texts and formularies, however, such changes may be quantitatively very great. So far as the ICEL translations are concerned, the following broad alternatives are possible:

- a. The individual conference of bishops may choose to employ the texts of the Roman liturgical books (and thus the ICEL translation), while adding a greater variety of texts, prayers, formularies, etc., as well as pastoral or rubrical directives which provide additional options. In this case, the only special ICEL requirement is that all such textual materials be clearly indicated, so that the ICEL copyrights may be maintained without confusion. This is also the intent of the Roman liturgical books (see *Order of Christian Funerals*, "*Ordo Exsequiarum*," 1969, Introduction, no. 21, 6).
- b. The individual conference of bishops may, in accord with article 63 of the Constitution on the Liturgy, construct a new rite with only a broad relationship to the Roman liturgical books.

In this case, if it is desired to employ some ICEL translations of prayers, etc., permission must be sought in the usual way and the ICEL material must be clearly indicated.

5. Whenever an official Latin prayer is to be included in translation, either the integral ICEL version must be used without variation or the prayer should be newly translated, without literary dependence upon the ICEL version.
6. In setting ICEL texts to music, no variation is ordinarily permitted. Should it be desired to make a slight variation or an expansion of a single word or phrase, or an inversion of a phrase for musical reasons, an inquiry should be addressed to ICEL.

RUBRICS

The above rules, which are concerned with the canonically approved liturgical texts, also apply to the ICEL translations of the rubrics and other directive material such as the introductions, as well as the ICEL headings and subheadings within rites, with the following exceptions:

Liturgical Books for Ministers

1. Although in liturgical books the ICEL rubrics may not be altered or rewritten, a conference of bishops may formally approve the ICEL liturgical texts and reject the ICEL rubrics. In this case:
 - a. An original translation of the rubrics must be employed.
 - b. There must be an explicit notice to the effect that only the liturgical texts of ICEL have been used.
2. Where ritual adaptations are made by authority of the conference of bishops in accord with articles 37-40 of the Constitution on the Liturgy and the norms of the Roman liturgical books (see also below):
 - a. The integral ICEL rubrics may be employed.
 - b. The national or regional variants should be added with an explicit indication that a particular rite, ceremony, or omission is permitted or required in the dioceses of the country or countries in question.
3. Minor adaptations in the rubrics will be permitted readily, provided:
 - a. Prior permission is sought, with the submission of a complete list of such variants.
 - b. The change does not alter the sense of the ICEL translation of the Latin rubrics.
4. As in all other cases, editions for use in particular countries should be clearly labeled as such and may not be distributed in any way outside the country of origin, unless approved by the conference of bishops of another country.

Popular Publications

1. The ICEL rubrics may be included in their entirety, although ordinarily this is not useful or even desirable.
2. Descriptive rubrics of an abbreviated character, pastoral and liturgical commentaries, and notes may be introduced, provided:
 - a. They do not affect the integrity of the ICEL translation of the liturgical texts themselves or distort the meaning of the rite.
 - b. They are clearly attributed to a source other than ICEL, at least by an explicit note to the effect that the liturgical texts themselves are copyrighted by ICEL.
 - c. They have received the approval of the competent ecclesiastical authority.
3. The ICEL headings and subheadings already mentioned must be retained since they pertain to the basic structure and significance of the rite. Ever since the revision of the Holy Week services in 1955, the Roman liturgical books have indicated divisions and subdivisions of rites by means of numbers, headings, subheadings, etc. The integrity of the liturgical text both in Latin and in the vernacular demands that this development be strictly adhered to. Therefore, the ICEL headings and subheadings must be included unaltered in liturgical books and in popular publications, with these exceptions:
 - a. It is permitted to introduce additional subheadings, provided they do not conflict with or distort the ICEL translations.
 - b. A conference of bishops may formally choose to employ a substitute terminology because of long-standing usage. In such cases the ICEL terminology must also be included because it reflects the intent and meaning of the Latin text.

SENSE LINES

In the preparation of its translations, the Advisory Committee and Episcopal Board follow the principles set forth in the Apostolic See's Instruction on the Translation of Liturgical Texts (1969). In carrying out these principles, ICEL has developed a certain style that reflects a contemporary usage and taste that involves not only the content of the text but also the form in which it is presented. In the preparation of its translations, therefore, ICEL is particularly attentive to details of format, punctuation, capitalization, paragraphing, and the like, since even these details aid the public proclamation of the liturgical texts and contribute to an effective celebration of the liturgy. All these elements are considered integral to the text.

One important element of style and format is the arrangement in sense lines (sometimes called sight lines) of those liturgical texts which by their nature are acclamatory or proclamatory: the prayers and most noninstructional materials. Sometimes this distinctive arrangement is required as well by the poetic character of the material, the rhetorical format of the original, or the relation of the texts to musical settings. More often, the division into sense lines serves to clarify the parts of the text; it assists those who recite or read aloud as well as those who read silently, and it contributes to the dignity of the text on the printed page. Sense lines are used in the liturgical books issued by the Apostolic See, in most vernacular liturgical books, and in publications for popular use. This usage corresponds to contemporary biblical translations where this kind of spacing is found not only in poetic passages, but also in liturgical prayers and other proclamatory passages.

Such sense lines must be respected in the reproduction of texts—as well as in paragraphing, division into stanzas, and the like. If only a few lines of a given liturgical text are quoted in commentaries and the like, the division into sense lines may be indicated, as is done with quoted verses, by the use of a virgule or solidus (/).

ICET/ELLC TEXTS

ICET texts are texts that have been produced by the International Consultation on English Texts, an ecumenical body of which ICEL was a member. These texts have been revised by the successor to ICET, the English Language Liturgical Consultation (ELLC). The following is a list of these texts:

| | |
|--------------------|------------------------------------|
| The Lord's Prayer | Agnus Dei |
| Apostles' Creed | Gloria Patri |
| Nicene Creed | Benedictus (Canticle of Zechariah) |
| Kyrie | Te Deum |
| Gloria in Excelsis | Magnificat (Canticle of Mary) |
| Sursum Corda | Nunc Dimittis (Canticle of Simeon) |
| Sanctus/Benedictus | |

The texts, whether in their original form (1975) or as revised by ELLC (1988), are in the public domain and as such do not require permission for reproduction. It is sufficient to acknowledge the source of the text, for example: English translation of the [insert title] by the International Consultation on English Texts or the English Language Liturgical Consultation.

ICET/ELLC texts employ not only sense lines but also special indentations, all of which were worked out after extensive discussion and agreement by the representatives of the various church bodies. ICEL cannot be a party to

any violation of the integral texts agreed to in good faith by the participants in ICET/ELLC. Except in the case of musical setting of the ICET/ELLC texts, ICEL strongly recommends that the special format of the texts prepared by the participants in ICET/ELLC be followed. The ICET texts of these prayers and information on their translations are contained in "Prayers We Have in Common," second edition, which is published by:

| | |
|---------------------------|-------------------------------|
| S.P.C.K. | Fortress Press |
| 16 Causton Street | 2900 Queen Lane |
| London, SW1P 4ST, England | Philadelphia, PA 19129 U.S.A. |

The ELLC texts and information on their translation are contained in *Praying Together*, which is published by:

| | |
|--------------------------|--------------------------|
| The Canterbury Press | Abingdon Press |
| Norwich Books and Music | 201 Eighth Avenue, South |
| 13a Hellesdon Park Road | Nashville, TN 37202 |
| Norwich, Norfolk NR6 5DR | United States of America |
| England | |

PART TWO
SCHEDULE OF ROYALTIES

PRELIMINARY NOTES

1. Royalties are due and payable on 1 October of each year for the preceding period from 1 January to 30 June or fraction thereof and on 1 April of each year for the preceding period from 1 July to 31 December or fraction thereof. Interest must be paid at the rate of 6% per annum on any royalties not paid within thirty (30) days of the date on which due.

2. Payments should be made in United States dollars or the equivalent in other currencies according to the current rate of exchange, or in British sterling for payment into the ICEL account in London. All payments are to be made to the International Committee on English in the Liturgy, Inc.

For those paying into the ICEL account in London, payments must be sent to:

Allied Irish Bank
Goodbard House
15 Infirmary Street
Leeds, LS1 2JS, England

Sort Code: 23-84-02
Account # 0195-6069

In addition, the Secretariat in Washington should be notified directly concerning such payments to the London account.

3. In the calculation of royalties the number of books or other publications sold is the determining factor. Royalty payment must be accompanied by a verified statement of the publications for which payment is being made, that is, for the number of copies sold during the period covered by the payment. This information is always to be sent directly to the Secretariat.

4. The rate of royalty for ICEL texts is based on the percentage of ICEL material within a publication. An exception to this rule is publications issued

on a periodical basis (for example, missalettes) in which the percentage of ICEL material varies from issue to issue.

PUBLICATIONS SUBJECT TO ROYALTIES

Any publication produced for sale which contains ICEL translations is subject to a royalty or flat fee. Publications for sale containing ICEL texts which are or may be used for liturgical celebrations such as liturgical books for celebrants or popular participation aids will be assessed a royalty or flat fee. Other publications containing ICEL texts but not for use during liturgical celebrations, such as textbooks, commentaries, religious education books and materials, private prayer books, recordings, etc. may be assessed a royalty or flat fee.

ICEL CONTENT AND NON-ICEL CONTENT

Only those texts copyrighted by ICEL are to be considered ICEL content. Non-ICEL material in a liturgical publication may consist of biblical readings, the ICET/ELLC texts, psalms, hymns, musical settings, pastoral introductions to the rites, illustrations, etc., unless they have been copyrighted by ICEL (as in the case of the ICEL translation of the psalms and biblical canticles).

Illustrations, which frequently are copyrighted, should be viewed as part of the non-ICEL content in a publication. In some cases, a substantial amount of space in liturgical books for children is taken up by illustrations. These illustrations may constitute the only non-ICEL material in a publication. Thus a publication containing 40 pages of ICEL texts and 10 pages of illustrations would consist of 80% ICEL material.

Concerning musical settings of ICEL texts, for purposes of calculation the text is considered to constitute half the material on a printed page of music. Thus a publication containing ICEL texts as the sole content set to music copyrighted by the publisher would contain 50% ICEL material.

ROYALTY SCHEDULES AND FEES

Minister's Editions

The following royalty schedule applies to all publications produced for the use of the minister, for example, Sacramentaries, Lectionaries, and various editions of the rites. The royalty rate given is a percentage of the *retail list selling price per copy sold*.

ROYALTY SCHEDULE: MINISTER'S EDITIONS

Category A: Royalty on the first 5,000 copies sold.

Category B: Royalty on the second 5,000 copies sold.

Category C: Royalty on copies sold above and beyond the first 10,000 copies.

| <i>Percentage of ICEL material</i> | <i>Category A Rate</i> | <i>Category B Rate</i> | <i>Category C Rate</i> |
|--|----------------------------|----------------------------|----------------------------|
| 10-20 | 1.50% | 1.65% | 1.80% |
| 21-30 | 2.50% | 2.80% | 3.00% |
| 31-40 | 3.50% | 3.85% | 4.20% |
| 41-50 | 4.50% | 5.00% | 5.60% |
| 51-60 | 5.50% | 6.20% | 6.90% |
| 61-70 | 6.50% | 7.30% | 8.10% |
| 71-80 | 7.50% | 8.25% | 9.00% |
| 81-90 | 8.50% | 9.50% | 10.00% |
| 91-100 | 10.00% | 11.25% | 12.50% |

Publications Issued on a Periodical Basis

The following royalty schedule applies to publications issued on a weekly, bi-weekly, or monthly basis, for example, missalettes. The royalty rate given is a percentage of the *annual subscription rate per copy sold per year*.

**ROYALTY SCHEDULE:
PUBLICATIONS ISSUED ON A PERIODICAL BASIS**

| <i>Average Percentage of ICEL material</i> | <i>Rate</i> |
|--|-------------|
| 10-15% | 1.00% |
| 16-20% | 1.50% |
| 21-25% | 2.00% |
| 26-30% | 2.50% |
| 31-35% | 3.00% |

Other Publications

The following royalty schedule applies to all printed publications other than minister's editions and publications issued on a periodical basis. This includes hand missals, service books and hymnals, collections of official documents, catechetical aids, commentaries, prayer books, and any other printed publication in which ICEL texts make up 5% or more of the total material in the publication. The royalty rate given is a percentage of the *retail list selling price per copy sold*.

| ROYALTY SCHEDULE: OTHER PUBLICATIONS | | | | |
|---|--|------------------------|------------------------|------------------------|
| Category A: | Royalty on the first 25,000 copies sold at the retail list selling price of \$1.00 or more per copy. | | | |
| Category B: | Royalty on the first 25,000 copies sold at the retail list selling price of less than \$1.00 per copy. | | | |
| Category C: | Royalty on copies sold above and beyond the first 25,000 copies at the retail list selling price of \$1.00 or more per copy. | | | |
| Category D: | Royalty on copies sold above and beyond the first 25,000 copies at the retail list selling price of less than \$1.00 per copy. | | | |
| <i>Percentage of ICEL material</i> | <i>Category A Rate</i> | <i>Category B Rate</i> | <i>Category C Rate</i> | <i>Category D Rate</i> |
| 5-10 | .75% | .37% | .80% | .40% |
| 11-20 | 1.50% | .75% | 1.60% | .80% |
| 21-30 | 2.50% | 1.25% | 2.60% | 1.30% |
| 31-40 | 3.50% | 1.75% | 3.80% | 1.90% |
| 41-50 | 4.50% | 2.25% | 4.80% | 2.40% |
| 51-60 | 5.50% | 2.75% | 6.00% | 3.00% |
| 61-70 | 6.50% | 3.25% | 7.00% | 3.50% |
| 71-80 | 7.50% | 3.75% | 8.00% | 4.00% |
| 81-90 | 8.50% | 4.25% | 9.00% | 4.50% |
| 91-100 | 10.00% | 5.00% | 11.00% | 5.50% |

Flat Fees

In most cases in which ICEL material is less than 5% of the total material in a publication, the publisher will be assessed a flat fee for the ICEL material.

Computer Disks

A royalty will be charged on the sale of liturgical texts in an electronic form such as computer disks. The royalty on the sale of ICEL texts on computer disks or other means of electronic storage will be based on the royalty schedule for "Other Publications." In addition the publisher will be required to pay a percentage of any annual licensing fee charged to the purchaser after the initial sale of these discs. This rate will also be based on the royalty schedule for "Other Publications." Under this arrangement, the publisher's sublicense of ICEL materials must be limited in quantity to the number of copies needed by the particular community for its own use and the sublicense is granted on the condition that the community printing materials for its use does not sell them.

Export Sales to Developing Countries

The royalty rate for the number of copies of a publication which are exported to developing countries or which are produced within such countries for use within their territories as defined by ICEL, will be discounted 50%.

Recordings

The royalty rate for ICEL texts on recordings is set at the statutory rate set by the U.S. Government currently \$.066 or \$.0125 per minute or fraction of playing time, whichever is larger, for each text embodied in the recording. When this rate is adjusted by the U.S. Government, usually every two years, the ICEL rate will be adjusted accordingly.

Additional Fees

ICEL charges an additional fee, above and beyond its royalty, for the use of camera-ready copies (or photographic negatives, etc.) of its texts or its music engravings, and for the use of its computer or typesetting disks which contain the ICEL texts or music.

PUBLICATIONS NOT SUBJECT TO ROYALTIES

Publications for One-Time Use

No royalty is charged for reprinting ICEL translations in a publication for use at a specific Mass or celebration of an individual congregation or institution, for example: convention program booklets, jubilee Masses, ordinations, baptisms, first communions, confirmations, funerals, weddings, etc., provided that (a) the publication is produced by the particular congregation or institution rather than by a publishing firm and (b) the publication is not sold. ICEL hereby grants permission to those institutions or congregations reprinting its texts or music in publications for one-time use.

In addition, ICEL texts appearing in publications for such one-time use may be reprinted without obtaining written or verbal permission under the following conditions:

- a. The appropriate ICEL copyright notice must appear on the cover, inside cover, or title page (see Part III);
- b. The official editions of the ICEL texts authorized by the respective conference of bishops must be followed exactly.

Publications for More than One-Time Use

No royalty is charged on publications for more than one-time use such as hymnals and other participation aids containing ICEL texts and produced by parishes, schools, or religious communities for their individual use and not by an outside firm, provided that the group printing this publication does not sell it. Permission must be obtained from ICEL for the inclusion of ICEL texts in publications for more than one-time use.

ICEL Newsletter (This publication is no longer available)

No royalty is charged on publications quoting the *ICEL Newsletter* in whole or in part. ICEL does ask, however, that the *ICEL Newsletter* be acknowledged as the source and the date of the newsletter and the volume and number be given in the acknowledgment, for example, *ICEL Newsletter*, January-March 1977, Volume 4, Number 1.

PART THREE THE COPYRIGHT ACKNOWLEDGMENT

The required form of acknowledgment of ICEL materials in a specific work will always be given in the contract or letter of permission sent by ICEL to the publisher, institution, or individual(s) wishing to reproduce the ICEL texts.

ELEMENTS OF ACKNOWLEDGMENT

The acknowledgment of ICEL materials should always include:

1. name of the ICEL copyrighted work being reproduced, printed in italics or underlined;
2. the symbol ©, or the word "Copyright," or the abbreviation "Copr.";
3. the year of original publication of the copyrighted work;
4. ICEL's corporate title in full as below:
International Committee on English in the Liturgy, Inc. (In successive references within a single acknowledgment, the references after the first may be abbreviated: ICEL.)
5. The phrase "All rights reserved" at the end of the acknowledgment.

ACKNOWLEDGMENT OF AN ENTIRE WORK

When the entire text of an ICEL work is a translation of the Latin edition it should be acknowledged as in the following example:

The English translation of the *Rite of Marriage* © 1969, International Committee on English in the Liturgy, Inc. All rights reserved.

When the acknowledgment of an entire ICEL work involves translations, original texts, and pastoral introductions and notes and quotations from other rites, the various elements should be named, where possible, as well as the various rites employed in the work as in the example of the *Order of Christian Funerals*:

The English translation, original texts, general introduction, pastoral notes, arrangement, and design of *Order of Christian Funerals* © 1989, 1985,

International Committee on English in the Liturgy, Inc. (ICEL); excerpts from the English translation of the *Lectionary for Mass* © 1969, ICEL; excerpts from the English translation of *The Roman Missal* © 1973, ICEL; excerpts from the English translation of *Holy Communion and Worship of the Eucharist outside Mass* © 1974, ICEL; excerpts from the English translation of *The Liturgy of the Hours* © 1974, ICEL; excerpts from *Pastoral Care of the Sick: Rites of Anointing and Viaticum* © 1982, ICEL. All rights reserved.

When different sources are being quoted the primary source should be named first, as given in the above acknowledgment for the *Order of Christian Funerals*. The acknowledgment of the remaining ICEL texts should then follow in chronological order as in the above example.

ACKNOWLEDGMENT OF EXCERPTS

In acknowledging excerpts of ICEL texts it is preferable to name the element(s) or the specific rite(s) being reproduced as given in the following examples:

The English translation of the psalm responses and alleluia and gospel acclamations from the *Lectionary for Mass* © 1969, 1981, International Committee on English in the Liturgy, Inc. All rights reserved.

The English translation of the "Order for the Blessing of a Family" and the "Order for the Blessing of a Married Couple" from the *Book of Blessings* © 1988, International Committee on English in the Liturgy, Inc. All rights reserved.

APPENDIX
THE ICEL CONTRACT (EXAMPLE)

AGREEMENT between International Committee on English in the Liturgy, Inc., 90 Parent Avenue, Ottawa, Ontario, K1N 7B1, Canada (hereinafter called PROPRIETOR), and **name of publisher** (hereinafter called PUBLISHER).

WHEREAS, PROPRIETOR, in furtherance of the objectives of its corporate charter, has authored, commissioned, compiled, revised, or otherwise created a work in the English language entitled: **name of ICEL text** (hereinafter called the TEXT, which term shall be deemed to identify either all or a portion of said work), a copy of which is attached hereto as Exhibit A, and has secured or is securing the copyright to the TEXT in various countries of the world;

WHEREAS, PUBLISHER desires to publish a work incorporating the TEXT in whole or in part;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties agree as follows:

1. PROPRIETOR grants to PUBLISHER, for the duration of the term of the copyright or terms or copyrights in the TEXT, and all renewals and extensions thereof, and subject to the terms and conditions of this AGREEMENT, a nonexclusive license to print, publish, distribute, and sell the TEXT **in the country** in the following form: **title of publication** (hereinafter called the LICENSED WORK).

2. (a) PUBLISHER shall adhere strictly to the TEXT as shown in Exhibit A and specifically must follow the wording, spacing, sense lines, capitalization, and punctuation of such printed text, with the sole exception that spelling may vary (e.g., honor/honour) to accommodate the usage in a particular country.

(b) PUBLISHER shall print the following copyright notice on the title page of the LICENSED WORK or the page immediately following:

The English translation of *title* © 19 , International Committee on English in the Liturgy, Inc. All rights reserved.

and agrees to print such other notices or legends requested by PROPRIETOR in accordance with paragraph 2(c).

(c) The LICENSED WORK shall not be released by PUBLISHER unless and until all final page proofs of the LICENSED WORK have been submitted

to and approved by PROPRIETOR in writing in advance of any public distribution. Every edition of the LICENSED WORK containing revisions must in like manner be specifically approved by PROPRIETOR. PROPRIETOR agrees to answer all requests for approval by mailing a response to PUBLISHER by first class mail within (20) working days of the receipt of said request from publisher accompanied by PUBLISHER'S final page proofs. PUBLISHER agrees to make all changes or corrections requested by PROPRIETOR but shall be under no obligation to make changes or corrections requested after approval of final page proofs until the next printing of the LICENSED WORK unless PUBLISHER is notified within sufficient time to incorporate the same into its normal work schedule or PROPRIETOR agrees to assume any extra expense to incorporate such changes or corrections.

(d) A breach of any provisions of paragraph 2(b) or 2(c) by PUBLISHER shall give PROPRIETOR the right to prohibit distribution or sale and to require withdrawal from distribution or sale of any and all copies of the LICENSED WORK and further, PROPRIETOR may immediately terminate this AGREEMENT.

3. (a) This license to PUBLISHER is restricted to those countries in which PUBLISHER obtains in writing the imprimatur or other permission to publish required by the Roman Catholic ecclesiastical authority of said country, which it shall be the sole responsibility of PUBLISHER to obtain, and PROPRIETOR makes no representation that said approval can be obtained. Distribution or sale by PUBLISHER or its agent or with PUBLISHER'S cooperation within an unlicensed territory shall give PROPRIETOR the right to prohibit further distribution or sale and to require withdrawal from the unlicensed territory of any and all copies of the LICENSED WORK and, further, PROPRIETOR may immediately terminate this AGREEMENT.

(b) PUBLISHER shall in addition be bound to observe the regulations established by the Roman Catholic conference of bishops, or its liturgical commission, in each country in which publication or distribution of the LICENSED WORK is licensed, and PUBLISHER agrees to publish, distribute, and advertise the LICENSED WORK only in accordance with all requirements specified in writing for the LICENSED WORK by said authority of each of said countries. In the event of substantial breach of any of said regulations or requirements, PROPRIETOR will notify PUBLISHER of the breach and if not corrected within sixty (60) days, or within a shorter time specified by PROPRIETOR appropriate to the circumstances (for example, if the work is released prior to the set release date and must be immediately withdrawn from the market), PROPRIETOR may immediately terminate this AGREEMENT.

(c) PUBLISHER shall provide PROPRIETOR with a copy of the written approval under paragraph 3(a) and a copy of the written requirements specified

under paragraph 3(b) no later than at the time final page proofs are submitted to PROPRIETOR in accordance with paragraph 2(c).

(d) The license as to a particular country shall extend for the term of copyright in the TEXT and all renewals and extensions thereof as to that country.

4. PUBLISHER shall fix the selling price or prices of the LICENSED WORK and all terms applying to its sale and shall bear all expense of production, publication, and advertising, except as elsewhere provided in this AGREEMENT, including the number and destination of free copies to be distributed for advertising or other purposes.

5. PUBLISHER agrees that all advertising and promotional efforts to encourage sales of the LICENSED WORK shall be conducted in a dignified manner. PUBLISHER may, but is not required to, submit advertising materials to PROPRIETOR in advance of use for PROPRIETOR'S approval. However, if in the opinion of PROPRIETOR any advertising or promotional efforts of PUBLISHER detract from the value of the TEXT, PROPRIETOR may require revision or may prohibit distribution or may prohibit continued use thereof.

6. PUBLISHER shall pay to PROPRIETOR the following royalties: **royalties** These are in addition to any royalties required by the *Amministrazione dei Beni della Santa Sede* for use of the Latin text from which the TEXT is derived.

7. (a) PUBLISHER shall render to PROPRIETOR at 1100 Connecticut Avenue, NW, Suite 710, Washington, DC 20036, USA, semiannual statements of account as of 30 June and 31 December of each year by first class airmail on 1 October and 1 April accompanied by remittance of the amounts of accrued royalties reflected therein. PROPRIETOR, through its designated representative or representatives, shall have the right during usual business hours to examine PUBLISHER'S books of account insofar as they relate to the LICENSED WORK to determine whether such statements of account are correct.

(b) If PUBLISHER fails to make payment in accordance with the preceding paragraph, PROPRIETOR may send a notice of such default. If PUBLISHER does not correct the default within one month after receipt of said notice, PUBLISHER shall forfeit all rights under this AGREEMENT without prejudice to the rights of PROPRIETOR to collect all monies due and any damages.

(c) Interest shall accrue at the rate of 6% per annum on any royalties not paid within thirty (30) days of the date on which due. The PUBLISHER shall be liable to the PROPRIETOR for all reasonable cost, legal expenses and attorneys fees incurred by the PROPRIETOR in processing or collecting delinquent accounts and in connection with the pursuit of or exercise of any remedy under this AGREEMENT either at law or in equity.

8. PROPRIETOR shall be entitled to receive on publication **two (2)** presentation copies of the first edition of the LICENSED WORK and shall be entitled to purchase (but not for resale) further copies, if available, at the lowest price at which they are made available to anyone.

9. PUBLISHER agrees to publish the LICENSED WORK within one (1) year of receiving each approval under paragraph 3(a) and to keep the LICENSED WORK in print and for sale in each licensed territory during the term of the copyright in the TEXT and to retain means for making the LICENSED WORK. If PUBLISHER fails to keep the LICENSED WORK in print and for sale in a licensed territory and further fails to reissue it within one (1) year after receipt of demand from PROPRIETOR, PROPRIETOR may immediately terminate this AGREEMENT.

10. PUBLISHER acknowledges that all right, title, and interest in and to the TEXT reside in PROPRIETOR and that it will cooperate in such steps as may be necessary or advisable to preserve, consolidate, vest, or record such right, title, and interest in PROPRIETOR and further agrees that it will at no time challenge such rights of PROPRIETOR or any copyright claimed therein by PROPRIETOR and the provisions of this clause shall remain in force notwithstanding the termination of this AGREEMENT.

11. All rights in the TEXT other than those specifically granted under this AGREEMENT are reserved to PROPRIETOR, and PUBLISHER agrees to make no use of the TEXT except as herein provided.

12. PROPRIETOR shall have the sole right, but not the obligation, to initiate infringement actions against any third party based on a claim of infringement of the TEXT.

13. PUBLISHER shall advise PROPRIETOR of any legal action against the LICENSED WORK and PROPRIETOR shall have the right, but not the obligation, to defend or participate in the defense by PUBLISHER if the rights in and to the TEXT would be affected by the outcome.

14. Any notice, request, or other communication under this AGREEMENT shall be deemed sufficiently given if sent by registered first class mail to PROPRIETOR at the following address:

International Committee on English in the Liturgy, Inc.
1100 Connecticut Avenue, NW, Suite 710
Washington, DC 20036, USA

and to PUBLISHER at the address shown at the beginning of this AGREEMENT.

15. If (a) a petition in bankruptcy is filed by PUBLISHER, or (b) a petition in bankruptcy is filed against PUBLISHER and such petition is finally sustained, or (c) any order is entered directing the liquidation of PUBLISHER as in bankruptcy, or (d) PUBLISHER makes an assignment for the benefit of creditors, PROPRIETOR may immediately terminate this AGREEMENT and thereupon all rights granted to PUBLISHER hereunder shall revert to PROPRIETOR.

16. Upon termination in accordance with any provision of this AGREEMENT, all materials supplied by PROPRIETOR and all plates and other means of making the LICENSED WORK, within the control of PUBLISHER, shall be delivered without charge to PROPRIETOR or its designee and PUBLISHER shall have no claim to compensation for PROPRIETOR'S use or disposition thereof or for sales of the LICENSED WORK. Notwithstanding the termination of this AGREEMENT, PUBLISHER shall remain liable to PROPRIETOR for all unpaid royalties or other monies due or to become due and any damages.

17. Neither party hereto shall be considered to be in breach of its obligations hereunder (except for payment of monies) if it shall fail to fulfill the same for reasons arising wholly or principally from government action, flood, fire, strike, accidents, war (declared or undeclared), civil commotion, or any other circumstances beyond the control of the party which would (but for the provisions of this section) be in default of its obligations.

18. This AGREEMENT shall also be binding upon and inure to the benefit of the successors, assigns, and other legal representatives of the respective parties but PUBLISHER may assign rights hereunder only as part of the sale or transfer of all of the assets of PUBLISHER as a going business and PUBLISHER has no right to grant a sublicense hereunder.

19. This AGREEMENT shall be governed by and construed in accordance with the laws of the DISTRICT OF COLUMBIA.

20. The Effective Date of this AGREEMENT is the **effective date**.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed:

Use of ICEL Materials on Global Computer Networks

ICEL texts and translations that have been approved by the Conferences of Bishops, have received the recognition of the Holy See, and have subsequently been promulgated for use on the date established by the Conferences of Bishops may be reproduced in a non-commercial site ("Site") on the global computer network commonly known as the Internet without obtaining written or oral permission, subject to the following conditions:

- (1) there must be no fee charged to access the Site or any of the ICEL translations, texts, or music, thereon;
- (2) The appropriate ICEL copyright acknowledgment must appear on the first and last pages and/or frames within the Site displaying the ICEL translation or text (see www.icelweb.org and click on "copyright policies");
- (3) The ICEL translations and texts must be followed exactly;
- (4) These policies do not grant a license to publish texts in any other form or any other right in ICEL's name and marks, and the Site may not display the ICEL translations or texts or otherwise use the ICEL name in any way that implies affiliation with, or sponsorship or endorsement by, ICEL;
- (5) ICEL reserves the right to terminate or modify its permission to use its translations and texts;
- (6) ICEL reserves the right to take action against any party that fails to conform to these policies, infringes any of its intellectual property rights, or otherwise violates applicable law.