UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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

**DECLARATION OF HELGE RØNNING**

I, Helge Rønning, hereby declare as follows:

1. I am one of the plaintiffs in the above-captioned action and submit this declaration in support of Plaintiffs' motion for summary judgment.

2. I have been a full professor in the Department of Media and Communication at the University of Oslo in Norway since 1987, where I have worked in various academic capacities since 1971. Over the course of my academic career I have authored over 400 non-fiction academic articles for journals, reports, newspapers, and magazines. I have also served as Chairman of the Board of Kopinor, a collective body for Norwegian authors' and publishers' rights organizations that administers blanket licenses for photocopying and digital reproduction rights to works protected by the Norwegian Copyright Act; Kopinor distributes remuneration to rights holders based on statistical surveys of licensee behavior. I also served on the Norwegian Board for Public Service Broadcasting from 1996 to 2004.

**The Works At Issue**

3. I am the sole author and copyright holder of the non-fiction works *Den Umulige Friheten: Henrik Ibsen Og Moderniteten* (*Impossible Freedom, Henrik Ibsen and Modernity*),

first published by Glydendal in 2006 and of *Dodsom Over Et Folk?: Imperialismen Og Biafrakonflikten* (*Death Sentence Over a People, Imperialism and the Biafra Conflict*), first published by Pax in 1969, (collectively the "Works"), and holder of a valid copyright to each under Norwegian law.

4. Although I have licensed to my publishers certain exclusive rights in connection with the commercial exploitation of my Works, I did so in exchange for the payment of royalties and I remain the legal and/or beneficial owner of all rights in and to my Works. I never assigned to any third party the copyright to the Works.

**Unauthorized Uses Of My Work**

5. It has come to my attention that print copies of my Works were copied without my permission when they were digitized by one the defendant universities (collectively referred to herein along with HathiTrust as "Defendants") in partnership with Google, as part of the HathiTrust and/or Google Books projects. This digitization took place without my knowledge, consent, or approval. I did not authorize Google, HathiTrust, or any of the university defendants to digitize or make any other use of my Works. To date, I have received no compensation of any kind for Defendants' digitization and various uses of my Works.

**Harm Resulting From Defendants' Use Of My Works**

6. As an author who depends in large part on the value of my work to earn a living, I brought this action because the Defendants' unauthorized digitization and use of my Works has harmed or threatens to harm me in a number of ways.

7. I have reviewed the Declaration of T.J. Stiles and I agree with and incorporate by reference Mr. Stiles' descriptions of the various harm and potential harm caused by the Defendants' actions. One difference between Mr. Stiles and me is that (as described below) my

Works are no longer in print and I have not yet chosen to make any of my Works available in electronic form. However, these differences do not change the fact that Defendants' actions are causing and threatening to cause damage to me and to the value of my Works.

8. While my Works are no longer in print, the harms articulated in the Declaration of T.J. Stiles nevertheless apply to me because my Works are still protected by copyright law and I still hold the copyrights. Whether my Works are in print or not, I have the right choose whether or not to engage in licensing agreements for emerging uses of my Works, be they digital archiving, non-consumptive research, full-text searching, or other derivative uses. By preempting my right to make a decision as to how I wish to exploit my Works, Defendants have narrowed the scope of my rights and lessened the strength of my control over my own work.

9. I believe that I also am entitled to determine whether, when and under what circumstances my Works are scanned, digitized, copied and used. Defendants' insistence that the new, complex, technologically-enabled uses they intend to make of my Works should be permitted without my consent dangerously presupposes that copyright law does not give authors any right to control how their works are used and exploited in these contexts. To the best of my knowledge, this is not the law in the United States, and it certainly is not the law in Norway.

10. Defendants argue that uses of my Works that do not allow individuals to read the text, such as non-consumptive research and full text searching, do not inhibit sales of my Works or deprive me of licensing opportunities and therefore do not require my permission. This is not so. As the Declaration of T.J. Stiles points out, these kinds of uses represent a new market whose value is evidenced by Defendants' use of my Works, as well as the works owned by the other Plaintiffs and the millions of other works Defendants scanned and copied. I believe that I have the legal right to decide whether or not to permit these uses, and to seek remuneration for

these uses if I do decide to allow them. Defendants could have asked my permission to digitize my work, or offered to purchase one or more additional copies for their library collections.

11. In addition, by failing to seek a license, Defendants eliminated the usual mechanism that authors use to exercise control over our work: licensing or other agreements that define terms of use and hold licensees accountable. Without such a contract, I am rendered powerless to dictate terms as to how my Work may or may not be used. I also have no ability to insist that HathiTrust take security measures to protect my work. I have no power to ensure that the infringing copies of my work are truly in a "dark archive" that is not accessible for viewing or further copying. I have no assurance that Defendants' actual use of my Work is limited to the uses they claim to intend to make, and no power of enforcement if their uses exceed this scope.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: Oslo, Norway
June 27, 2012

HELGE RØNNING