

UTAH STATE UNIVERSITY

MERRILL-CAZIER LIBRARY SPECIAL COLLECTIONS & ARCHIVES LOGAN, UTAH 84322-3000

(435) 797-2663

APPLICATION FOR PERMISSION TO PUBLISH AND/OR REPRODUCE

Name of Applicant:

Organization or agency (if applicable):

Address:

City, State, ZIP Code:

Phone, FAX:

MATERIAL TO BE USED

Collection Name and Number	Video/Film #	Photograph #	Manuscript	Other
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

INTENDED USE OF MATERIAL

Title or description of use:

Author/Producer:

Publisher:

Format: Book Magazine Film/Video Program Advertisement CD-ROM
 Multimedia School Project/Paper Other (please specify):

Estimated size of edition (number of copies/size of market):

Check all that apply: Commercial Use Non-Profit 501(c)3# Advertising
 Book Periodical Dissertation Textbook Exhibition Catalog

Distribution rights desired (one-time use, one language):

____ North American rights ____ World rights _____ Language ____ Other use (please specify):

CONDITIONS OF USE

1) All requests to reproduce the repository's holdings, which may include photographs, film, video, manuscripts, maps and other documents, must be submitted on this application. By signing this application, the applicant agrees to abide by all terms, conditions and provisions of this document.

Permission for reproduction is granted only when this application is countersigned by an authorized representative of the repository. Permission for reproduction is limited to the applicant and is non-transferable.

Permission for reproduction is granted only for the expressed purpose described in this application. This permission is non-exclusive; the repository reserves the right to reproduce the image or document and allow others permission to reproduce the image or document.

Any subsequent use (including subsequent editions, paperback editions, foreign language editions, *et cetera*) constitutes reuse and must be applied for in writing to the repository. Any change in use from that stated on the application (e.g. increased size of edition, change in market) requires permission from the repository. In the event that the applicant engages in unauthorized reproduction of photographic images or other documents, the applicant agrees to pay the repository a sum equal to three times the normal commercial fee*, not as a penalty but as liquidated damages agreed upon due to the difficulty in assessing actual damages incurred; the repository may in the event of unauthorized reproduction require surrender of all materials containing such unauthorized reproductions, and the applicant agrees that such materials shall be immediately surrendered upon receipt of request from the repository.

The repository reserves the right to refuse reproduction of its holdings if it feels that fulfillment of that request would violate copyright or other laws. The repository reserves the right to refuse reproduction of its holdings and to impose such conditions as it may deem advisable in its sole and absolute discretion in the best interests of the repository.

2) Beyond the permission of the repository, additional permissions may be required. Those permissions may include, but are not limited to:

Copyright: In cases of living artists and/or subject to the 1976 Copyright Law or the 1991 Visual Artists Rights Act, written permission must be secured by the applicant from the artist, his/her agent, or the copyright owner and provided to the repository before a photograph of an artwork will be released.

WARNING CONCERNING COPYRIGHT RESTRICTIONS

The Copyright Law of the United States (Title 17, United States Code) governs the creation of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, archives and libraries are authorized to furnish a photocopy or reproduction. One of these conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement. This institution reserves the right to refuse a copying order if in its judgement, fulfillment of that order would violate copyright law.

Privacy: An individual depicted in a reproduction has privacy rights as outlined in Title 45 Code of Federal Regulations 46 (Protection of Human Subjects). The repository reserves the right to require a release from individuals whose privacy may be violated by the reproduction of an image. The repository extends the rights of privacy to include ceremonial objects and rites of Native Americans and requires the permission of the tribe's cultural office before releasing reproductions.

Owner of original: In instances where the repository holds only a reproduction, the written permission of the owner of the original is required.

It is the responsibility of the applicant to obtain permission to publish from the owner of copyright (the institution, the creator of the record, the author, or his/her transferees, heirs, legatees, or literary executors). The repository will aid the applicant in contacting individuals pertaining by providing addresses, when available. However, the repository does not warrant the accuracy of that information, and shall not be responsible for any inaccurate information.

In instances where the individual or organization who may grant permission cannot be contacted, the repository may consider granting permission for reproduction based on the applicant's evidence of a good faith effort to contact the appropriate individual or institution. However, the repository assumes no responsibility for infringement of copyright laws, invasion of privacy, or any other improper or illegal use that may arise from reproduction of an image.

In all instances, the applicant agrees to hold the repository and its agents harmless against any and all claims arising or resulting from the use of the material and shall indemnify the repository and its agents for any and all costs and damages arising or resulting from any such unauthorized use.

3) All reproductions must include the name of the repository in a caption or credit. The repository may also require that the artist/creator, the title of the work, and the object's catalog number appear in the caption or credit.

Credits should appear in close proximity to the image or in a special section devoted to credits. However, reproductions distributed electronically must contain the credit or caption as part of the image displayed in letters which are at least 3/8" high in a legible typeface. When permission is granted to disseminate reproductions electronically, the repository reserves the right to require an electronic watermark or other identifying code within the scanned file.

The payment of a commercial use fee does not exempt the user from the credit line requirement. Failure to include a credit line or electronic watermark, or inaccurate captions or credits shall require the applicant to pay the sum of one hundred dollars (\$100) per image, as liquidated damages and not as a penalty in view of the difficulty in assessing actual damages for this breach.

4) Copy photographs or other images supplied by the repository may not be copied, scanned, exhibited, resold, or used for any other purpose than that specified in this application. Copies shall not be deposited in another library, archives, or repository.

5) Unless approved in advance by the repository, each image must be reproduced unaltered in its entirety; the image must not be cropped, overprinted, printed on color stock, or bleed off the page.

The repository reserves the right to examine proofs and captions for accuracy and sensitivity before publication with the right to revise if necessary. The repository reserves the right to refuse any request and to impose such conditions as it may deem advisable in the best interests of the repository.

If permission is granted to distribute an electronic copy of an image, the distributed copy shall not exceed a resolution of 100 d.p.i. Scanned files must be destroyed once the final product has been produced.

The applicant covenants, represents, and warrants that the product will not contain any feature which would permit users to distort or mutilate the image, nor will the product be intentionally designed or prepared so as to be compatible with any computer program which is designed to manipulate graphic images.

6) The permission granted hereunder does not include the right to include the image in any printed or electronic materials accompanying the product, or in any advertisement for the product other than is expressly permitted below:

Solely in connection with the marketing and distribution of the product, applicant may use the image on the packaging of the product and in any advertisement, product catalogs, or publicity or promotional materials (a "Promotional Use"), provided that if the image is so used, Special Collections & Archives, Merrill Library, Utah State University shall be given a credit on the same page as the image appears. Applicant agrees that any Promotional Use will be made solely in a manner which indicates that the image is part of the content of the product, and the Merrill Library's name will not be used as an aesthetic or design element in such Promotional Use.

Without limiting the generality of the foregoing, applicant shall not use the image or Merrill Library's name in any manner which creates any association between the image and/or Merrill Library and applicant to such an extent that any goodwill towards the product or applicant arises in the image and/or Merrill Library's name, and applicant agrees that it will not have right, under any circumstances whatsoever, to claim, and will not claim, that such goodwill has arisen or the applicant is entitled to the benefits, if any, thereof.

7) Prepayment of all fees, including use fees, is required before permission is granted. Default in payment shall immediately revoke permission.

If the size of edition or number of editions exceeds the terms specified in this application, the applicant shall immediately pay the difference in use fees. If payment is not received within thirty (30) days, the applicant agrees to pay a use fee equal to twice the originally quoted use fee.

8) The applicant agrees to send the repository one copy, best edition, of the work containing the reproduction at no charge. All expenses for shipping and handling are to be borne by the applicant.

9) *Cancellation for Conflict of Interest*: The parties agree that this contract may be canceled for conflict of interest in accordance with A.R.S. 38-511.

10) *Contract Claims and Controversies*: All contract claims and controversies arising under this contract shall be resolved pursuant to Utah State Board of Regents procurement procedures.

11) CREDIT LINE MUST READ:

Special Collections & Archives
Merrill-Cazier Library
Utah State University

12) Reproduction is permitted only from prints or transparencies supplied by Special Collections & Archives.

13) The permission granted terminates immediately upon publication.

14) Additional conditions or exceptions to the above requirements:

ENDORSEMENTS:

By signing this application, I accept personally and on behalf of any organization I represent the conditions set forth above:

Signed: _____ Date: _____

When signed by an authorized agent of the repository, this form constitutes permission for reproduction as outlined in this application:

Signed: _____ Date: _____

Special Collections Staff Signature