



CLINE LIBRARY
SPECIAL COLLECTIONS
AND ARCHIVES DEPARTMENT
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Special.Collections@nau.edu

Application for Permission to Publish and/or Reproduce Materials from Special Collections and Archives

Name of Applicant: _____

Organization or agency (if appropriate): _____

Address: _____

City, State, Zip Code: _____

Telephone, Fax: _____

Email: _____

Material to be Used:

Collection Name and Number	Video/Film	Photograph	Manuscript	Other

Intended Use of the Material:

Title or description of use: _____

Author/Producer: _____

Publisher: _____

Projected date of completion: _____

Format:

- BOOK _____
- SERIAL _____
- FILM/VIDEO _____
- ADVERTISEMENT _____
- CD-ROM/DVD _____
- WEBSITE _____

SCHOOL PROJECT/PAPER _____
OTHER _____

Estimated size of edition: _____

Commercial or Not-for-Profit Use:

Commercial Use _____
NON-PROFIT 501(c)(3) # _____
 ADVERTISING _____
 BOOK _____
 SERIAL _____
 DISSERTATION _____
 EXHIBITION _____
 EXHIBITION CATALOG _____

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

One Country _____
World Wide _____
One Language _____
Multiple Languages _____

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 agreement.

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 and allow others to reproduce the image.

Any subsequent use (including subsequent editions, paperback editions, additional 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 photographs or other materials, 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 fulfillment of that order would be violating copyright law or other law. 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 or 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, USC) governs the making 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 specified 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 the order would involve violation of copyright law.

Privacy: An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR § 46 (Protection of Human Subjects). The repository reserves the right to require a release from individuals whose privacy may be violated by the production of this 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 warranty 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. However, the repository assumes no responsibility for infraction of copyright laws, invasion of privacy, or any other improper or illegal use that may arise from reproduction of any 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 as well.

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 and 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 water mark, 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 of assessing actual damages for this breach.

CREDIT LINE MUST READ:

4. Copy photographs or other imagery or sound 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, archive, or repository.

5. Unless approved in advance by the repository, each image **MUST** be reproduced unaltered and 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.

The applicant covenants, represents, and warrants of 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 use the material in any printed or electronic materials accompanying the Product, or in any advertisement for the Product other than as 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, the NAU Cline Library shall be given a credit in 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 Library's name will not be used as aesthetic or design elements in such Promotional Use. Without limiting the generality of the foregoing, applicant shall not use the image or Library's name in any manner which creates any association between the image and/or the Library and applicant to such an extent that any goodwill towards the Product or applicant arises in the image and/or 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.

NOTE: Electronic applications include but are not limited to: WWW pages, CD-ROM, scanning, etc. These applications require separate permission from the repository.

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. Electronic files of still images or text, sound recordings, or moving images remain the *property* of NAU Cline Library. They may not be copied, modified, or distributed (except within the confines of the product described above). NOTE: Modification includes but is not limited to cropping, filtering, color enhancement, rotation, skew, removal of content, or addition to content.
10. Electronic files must be destroyed upon publication of the product described above project.
11. *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.
12. *Contract Claims and Controversies:* All contract claims and controversies arising under this contract shall be resolved pursuant to Arizona Board of Regents procurement procedures, section 3-809, in particular section 3-809(c).

13. *Reproduction is permitted only from prints or transparencies supplied by SCA.*
14. The permission hereby granted terminates immediately upon publication.
15. If so requested, a proof must be approved by the Curator of Photography before any reproduction of an image in color.
16. 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, dated: _____

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

Signed, dated: _____
(SCA Staff Signature)

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