

GERALD R. SHERRATT LIBRARY
SPECIAL COLLECTIONS & ARCHIVES
351 W. CENTER, CEDAR CITY, UT 84720
435-586-7945 (FAX 435-865-8152)

Application for Permission to Publish and/or Reproduce

NAME OF APPLICANT: _____

ORGANIZATION OR AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE, FAX: _____

I/We herewith request permission to publish, exhibit, or broadcast the following item(s) owned by the Library:

Collection Name and Item Number and Format (photo, manuscript, audio/video tape, other)

(Attach other sheets if necessary)

Statement of Intended Use:

Title or description of use: _____

Author/producer: _____

Publisher: _____

Projected date of publication/production: _____

Format:

- Book Magazine Film/Video Advertisement CD-ROM
 Multimedia School paper/project Public exhibit Internet display

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

Check all that apply: Commercial use Non-profit --501(c) 3#: _____
 Advertising Publication Dissertation/thesis Textbook
 Scholarly presentation Exhibition catalog

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

- North American Rights World Rights Language:

Total amount of Use Fee (#items x fee from schedule): _____

Conditions of Use

1. All requests to reproduce the holdings of Special Collections, Gerald R. Sherratt Library, which may include manuscripts, photographs, film, video, maps, audio tapes, and other documents, must be submitted on a this application. By signing this form, 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 Sherratt Library. Permission for reproduction is limited to the applicant and is non-transferable.

Permission for reproduction is granted only for the expressed purpose indicated in the Statement of Intended Use. This permission is non-exclusive; the library reserves the right to reproduce the image and allow others to reproduce the image.

Any subsequent use (including subsequent editions, paperback editions, foreign language editions, and etcetera) constitutes reuse and must be applied for in writing to the library. Any change in use from that stated on the application requires permission from the library. In the event that the applicant engages in unauthorized reproduction of photographs or other materials, the applicant agrees to pay the library 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 library 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 Special Collections Department 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 library 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 institution.

2. Beyond the permission of Special Collections, 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 library 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 other 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.

Privacy: An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR 46 (Protection of Human Subjects). The library reserves the right to require a release from individuals whose privacy may be violated by the reproduction of this image.

The library extends the rights of privacy to include ceremonial objects and rites of Native Americans and may require the permission of a tribe's cultural office before releasing reproductions.

Owner of original: In instances where the library holds only a reproduction, the written permission of the owner of the original may be required.

It is the responsibility of the applicant to obtain permission to publish from the owner of the copyright (the institution, the creator of the record, the author, or his/her transferees, heirs, legatees, or literary executors). The department will aid the applicant in contacting individuals pertaining by providing addresses, when available. However, the department 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, Special Collections may consider granting permission for reproduction based on the applicant's evidence of a good faith effort to contact the appropriate individual. However, the library 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 Southern Utah University, Sherratt Library, Special Collections Department, and its agents harmless against any and all claims arising or resulting from the use of the material and shall indemnify the library 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 Sherratt Library, Special Collections, in a caption or credit. Special Collections **may** also require that the author/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 library 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 of assessing actual damages for this breach.

4. Copy photographs or other imagery supplied by Special Collections may not be copied, scanned, exhibited, resold, placed on the Internet, or used for any other purpose than that specified in the Statement of Intended Use on the Materials Order & Use Agreement. Copies shall not be deposited in another library, archives, or repository, nor placed on an Internet site.
5. Unless approved in advance by Special Collections, 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.

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

If permission is granted to distribute an electronic copy of an image, the distributed copy shall not exceed a resolution of **72 dpi**. Images may not be scanned at a resolution greater than 300 dpi. **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 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 Special Collections Department, Sherratt Library, shall be given a credit on the same page as the image appears. Applicant agrees that any Promotion 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 Promotion 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 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 good will has arisen or the applicant is entitled to the benefits, if any thereof.

7. Prepayment of all fees, included 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 Special Collections one copy, best edition, of the work containing the reproduction at no charge. All expenses for shipping and handling are borne by the applicant.
9. Contract claims and controversies: All contract claims and controversies arising under this contract shall be resolved pursuant to existing Utah laws and the policies and procedures of Southern Utah University.
10. CREDIT LINE MUST READ: Special Collections, Sherratt Library, Southern Utah University
11. Reproduction is permitted only from prints or transparencies supplied by Special Collections.
12. The permission granted terminates immediately upon publication.
13. If so requested, a proof must be approved by the Special Collections Librarian before any reproduction of an image in color.
14. Additional conditions or exceptions to the above requirements:

ENDORSEMENTS

Your signature below indicates that you have read and accept personally and on behalf of any organization you represent the conditions set forth above:

Signature: _____

Applicant's name & title: _____ Date: _____

When signed by an authorized agent of the Sherratt Library (Library Director or Special Collections Librarian or assistant), this form constitutes permission for use and reproduction as outlined in this agreement.

Signature: _____ Date _____

For the Special Collections Department:

Initial if fee paid: _____