

Main Library Special Collections  
THE UNIVERSITY OF ARIZONA  
PO Box 210055  
Tucson, AZ 85721  
(520) 621-6423

## Application for Permission to Publish, Broadcast, or Exhibit Special Collections Material

This application is **required** to receive permission to publish, broadcast, or exhibit images of materials in Special Collections in either hard copy or digital formats.

**BY SIGNING THIS APPLICATION THE APPLICANT AGREES TO ABIDE BY ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.**

Name of Applicant:

Organization or agency (if applicable):

Address:

City, State, Zip Code:

Telephone:

Fax:

Email:

### Material to be Used:

Briefly describe the materials to be used from Special Collections. Provide collection names and call numbers when appropriate:

### Intended Use of Material:

Commercial Use     Non-Profit 501 (c)(3) #: \_\_\_\_\_

Title of the work to include images from Special Collections:

Author/Producer:

Publisher:

Projected date of publication/broadcast/exhibition:

Format:

Book     Periodical     Film/Video Program     Advertisement     CD-ROM     Web site  
 School Project/Paper     Other (Please describe) \_\_\_\_\_

## **Fees for Permission to Publish, Broadcast, or Exhibit (Fees are per image)**

### Commercial Fees

Print formats (books, periodicals, brochures, etc.)

Production run of under 10,000 copies \$75  
Production run of over 10,000 copies \$200

Multimedia formats (television, video, film, cd-rom, web site, e-book, etc.) \$200

Decorative display \$75

Use in advertising \$200 minimum

Use of audio from Special Collections \$150 for up to 10 minutes

Use of film/video from Special Collections \$300 for up to 10 minutes

### Non-Profit Fees

Non-profit fees require documentation of non-profit status such as federal tax-exempt certificate of 501 (c) (3) status.

Non-Profit \$35

Fees may be waived for use by the students, faculty, and staff of the University of Arizona, and K-12 classes.

### Special Service Fees

Orders taking more than 1/2 hour of staff time may include a service fee of \$32 per hour. Only large or unusual orders will incur this charge; you will be informed in advance if there is a chance you will be charge for service. The University does not offer a general photographic research service.

### **Conditions of Use:**

This application is solely for permission to publish, broadcast, or exhibit images. A separate application and fees are required to create reproductions of materials in Special Collections.

Permission is granted only (a) when this application is countersigned by an authorized representative of the University of Arizona, and (b) when all fees are paid.

The University reserves the right to refuse permission if it believes the reproduction process might damage an original, and reserves the right to impose such conditions as it may deem advisable in its sole and absolute discretion in its best interests.

### Scope of Permission:

Permission to use the items is limited to the applicant and is non-transferable.

Permission is granted only for the express purpose described in this application. Items from Special Collections may not be copied, scanned, exhibited, resold, or used for any other purpose than that specified in this application.

This permission is non-exclusive. The University reserves the right to reproduce the image and allow others to publish, broadcast or exhibit the image.

Unless approved in advance by the University, each image must be used unaltered and in its entirety. (Resizing the image is permissible.)

Any change in use from that stated on the application requires permission from the University.

Any subsequent use (including subsequent editions, paperback editions, foreign language editions, use in a different medium, etc.) constitutes **reuse** and **requires separate written authorization**.

Besides the permission of the University, additional permissions may be required. Those permissions may include, but are not limited to:

Copyright: Special Collections materials may be subject to copyright. The University of Arizona does not make any representations or warranties regarding the copyright status of any items in Special Collections. That granting of permission to publish, broadcast or exhibit material from Special Collections does not absolve the publisher from securing permission from the copyright owners and payment of such additional fees as the copyright owners may require if the University of Arizona does not own the copyright and the material is not in the public domain.

The applicant is responsible for determining the copyright status of any such materials, and in all cases of copyrighted materials, for securing any necessary permission from the copyright owner. The University reserves the right to require proof of such permission, or proof that such permission is not legally required, before copying or releasing a copy of any item.

The copyright law of the United States (title 17, U.S.C.) 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.

The applicant is solely responsible for complying with U.S. copyright law in publishing, broadcasting, or exhibiting images of materials from Special Collections. In all instances, the applicant agrees to defend, indemnify and hold the State of Arizona, the Arizona Board of Regents, the University of Arizona and their employees and agents harmless against any and all claims arising or resulting from the use of images.

Privacy/Publicity: Individuals depicted in images may have privacy or publicity rights. The University reserves the right to require a release from identifiable individuals whose rights of privacy or publicity may be violated by publication or exhibition of the image.

Cultural Protection: The University extends the right of privacy to include ceremonial objects and rites of Native Americans. In all instances, the applicant agrees to defend, indemnify and hold the State of Arizona, the Arizona Board of Regents, the University of Arizona, and their respective employees and agents, harmless against any and all claims arising or resulting from the use of the images.

Owner of Original: If the Special Collections material is itself a reproduction, the written permission of the owner of the original is required.

Credit: In addition to any applicable copyright credit, all use of the materials must credit the University as the owner of the source material. The source credit shall read substantially as follows:

Special Collections / University of Arizona Library / Name of the collection / Location of the item by box and folder, or other unique identification information

The payment of a commercial use fee does not exempt the user from the source credit obligation. Failure to include a credit line, 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.

Copies of images shall not be deposited in another library, archive, or repository without the permission of the University.

**Promotional Use:** As an incident to an authorized use, 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 University 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 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 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.

The applicant agrees to send the University two copies, best edition, of the work containing the image at no charge. All expenses for shipping and handling are to be borne by the applicant.

**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.

**Contract Claims and Controversies:** All contract claims and controversies arising under this contract shall be resolved pursuant to Arizona Board of Regents procurement procedures, § 3-809, in particular § 3- 809(c).

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

### SPECIAL COLLECTIONS APPROVAL

When signed by an authorized agent of the University, this form constitutes permission to publish, broadcast or exhibit as outlined in this application.

**Total Fee:** \_\_\_\_\_

**Copyright Status:**

Public Domain (no copyright)     Copyright held by Arizona Board of Regents

Copyright held by \_\_\_\_\_

Copyright status unknown     Copyright holder unknown

*Copyright information is based upon best knowledge of the University, without specific investigation. It is provided solely to facilitate the applicant's independent investigation of copyright, and may not be relied upon in lieu of such investigation.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_