Reproduction Rights Policy

General
The Suffolk County Historical Society ("SCHS") provides photocopying and reproduction services for materials contained in its library collections (the "Collection Materials") for educational, personal, and commercial use to the extent permitted by U.S. Copyright Law, other applicable law, and SCHS policies. This Reproduction Rights Policy (this "Policy") sets forth the terms and conditions under which SCHS will permit its Collection Materials to be reproduced. All applicants who request reproduction of Collection Materials agree to be bound by the terms and conditions set forth in this Policy. Failure to comply with this Policy shall result in immediate revocation of the permission for reproduction granted and require surrender of all reproductions of Collection Materials. If an applicant acts on behalf of a third party, this Policy shall apply to both the applicant and the third party. SCHS reserves the right to modify this Policy, the Reproduction Request Application Form (the "Application Form"), and the Reproduction Fee list from time to time without notice.

Copyright Protection
Certain Collection Materials may be protected by copyright, trademark, or other intellectual property rights (collectively, the “IP Rights”) not owned by SCHS. SCHS can only grant permission to reproduce Collection Materials which are either in the public domain or for which SCHS is the owner of the IP Rights. If a reproduction request is made for Collection Materials whose IP Rights holder(s) are either not SCHS or unknown to SCHS, SCHS can grant such request only if written permission for reproduction from such IP Rights holder(s) is provided to SCHS. The responsibility for locating the IP Rights holder(s) and obtaining all necessary written permission remains solely with the applicant.

All of the Collection Materials or portions thereof must be reproduced unaltered unless approved in advance in writing by a member of the SCHS collections staff (the “Collections Staff”).

Right to Refuse
SCHS strives to provide all Collection Materials for reproduction to the extent permitted by the condition of the materials as well as by law whenever it determines such reproduction furthers its mission. However, SCHS also recognizes that certain circumstances might limit its ability to do so, and therefore reserves the right to refuse to permit reproduction or impose additional conditions or fees as it sees fit in the best interests of SCHS and the Collection Materials. Such determination shall be made solely by the Collections Staff.

Reproduction and Publication Permission
Permission for reproduction is non-exclusive, and is valid only for the applicant to whom it is specifically issued. Permission may not be transferred, assigned, sold, or otherwise disposed of without the prior written consent of SCHS. Permission is granted only for a Single Use (as defined below) of the reproduction for the expressed purpose(s) set forth in the Application Form. A “Single Use” is defined as a publication or product having a single physical format, a single date of production, and a single market. Any change in content constitutes a separate edition. Any subsequent or different use, including subsequent editions, editions in a different physical or electronic format, or editions in a different language constitutes a re-use and a new application must be made and approved, with the appropriate fees paid.

Permission does not transfer any underlying rights in the Collection Materials; in providing the reproductions, SCHS does not surrender or otherwise limit its own rights, and retains its own full rights in the Collection Materials.
Materials, including, but not limited to, the right to publish the Collection Materials and to publicly display the Collection Materials.

Application Procedure
All requests to reproduce Collection Materials must be submitted on the Application Form. Fees shall be charged in accordance with the fee schedule and must be paid in full in advance. No permission shall be valid until the Application Form is approved by the Collections Staff and full payment of the applicable fees is received by SCHS.

Privacy and Publicity Rights
An individual depicted in a reproduction has certain privacy and publicity rights pursuant to federal and applicable state laws. SCHS reserves the right to require a release from individuals whose privacy and publicity rights may be violated by the use of the reproduction; if such a release is not provided to SCHS, SCHS reserves the right to refuse granting the reproduction request. The responsibility for obtaining such a release remains solely with the applicant. SCHS extends the privacy and publicity rights to include ceremonial objects and rites of cultural groups and requires the permission of that group before granting reproduction requests.

Releases and Indemnification
SCHS makes no warranties or representations of any kind, and assumes no responsibility whatsoever, for claims against the applicant or SCHS arising out of or in connection with the content of the reproductions. The Collection Materials may be subject to IP Rights, moral rights, property rights, or other rights belonging to third parties (collectively, “Third Party Right(s”). SCHS makes no representations or warranties of any kind that it owns or grants any Third Party Right(s) to the applicant. The applicant is solely responsible for determining whether the reproduction and use of requested materials require the consent of holders of Third Party Rights and for obtaining such consent.

The applicant further agrees to protect, defend, indemnify, save, and hold harmless SCHS against any actual or alleged infringement of any patent, copyright, trademark, trade secret, or any other proprietary rights or any violation of a right of privacy or publicity, including all costs and reasonable attorneys’ fees, arising out of or in connection with SCHS’s grant of reproduction permission and/or the applicant’s use of such reproduction.

Credit Line
All reproductions of Collection Materials shall include the credit line “From the Collection of the Suffolk County Historical Society” or as otherwise specified by SCHS. Credit lines must appear in close proximity to the reproductions or in a special section devoted to credits.

I hereby acknowledge receipt of the SCHS Reproduction Rights Policy and agree to be bound by its terms and conditions.
APPLICATION FOR REPRODUCTION/COPYRIGHT PERMISSION

APPLICANT INFORMATION

Name and Address

____________________________________________                     Phone: ______________________________

____________________________________________                     Email: ______________________________

TYPE OF REPRODUCTION USE

___ Printed Publication        ___ Film Documentary (TV, etc.)        ___ Website (any online usage)

___ Exhibition                  ___ Commercial Use                   ___ Personal Research

___ Other (please describe): ______________________________________________________________

TITLE (of publication, website, etc.) __________________________________________________________

PRINT DATE (or date of release, Web publication, or exhibition run) ____________________________

PUBLISHER/EXHIBIT LOCATION ________________________________________________________________

Please describe context of image usage (placement, size, etc.) & attach any additional information

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ITEMS REQUESTED FOR REPRODUCTION AND LICENSING

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DISTRIBUTION RIGHTS (PLEASE CHOOSE ONE)

___ One County/One Language           ___ World Rights/Multiple Languages
Collection Reproduction FEE SCHEDULE

COPYRIGHT AND PERMISSIONS FEES

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SPECIAL DISCOUNT FOR HISTORICAL SOCIETIES THAT ARE ALSO SCHS MEMBER ORGANIZATIONS ONLY (Feb. 2019 Rev.)

- For Exhibition Only: Images may be used/displayed for exhibition only (up to 10 images per year per organization) at a discounted rate of $10 per image.

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- The Suffolk County Historical Society reserves the right to refuse use of requested materials.
- The following credit line must be used at all times, without exception, on each image reproduced from our collections: From the Collection of the Suffolk County Historical Society.

PAYMENT: Cash or check payable to Suffolk County Historical Society.