

Center for Folklore Studies
Folklore Archives
Material Use License Agreement

The terms and conditions of this Material Use License Agreement (“Agreement”) for the use of The Ohio State University (“OSU”) Folklore Archives materials are set forth below. Please read this Agreement carefully and fill out all fields. By responding affirmatively below, you agree to be bound by the terms and conditions of this agreement with respect to each OSU Folklore Archives item that you select.

Note the item(s) that you intend to use, including the collection name, box or folder numbers, and item codes (you may attach a separate sheet, if necessary):

Your use of the material(s) will be:

- personal use
- publication
- commercial use
- Non-Profit use
- OSU (internal) use
- Electronic (non-resale) use
- Electronic (resale) use

Please provide the research subject and description of intended use:

As a patron of The Ohio State University’s Center for Folklore Studies Archives, I hereby acknowledge that the documents/audiovisual materials in the Folklore Archives could be construed as sensitive material when published or otherwise used by me. I am also aware of copyright laws as they are applicable to my work.

I guarantee that the materials I obtain from the OSU Center for Folklore Studies Archives will be used in ways appropriate to the values of the community from which they originated and that they will not be misquoted, misused, or mishandled. I guarantee that I will honor conditions set forth in the release form(s) and MOU(s) that accompany the materials that I use.

I will give due credit to both folk informant and field researcher who originally donated the materials to the Folklore Archives and/or I will protect the anonymity of donors in instances where prudence would require such protection. I will not give or lend these materials to any other researcher, nor will these materials be placed in any other archives but will remain with my own personal research materials.

I will list the OSU Center for Folklore Studies Archives as a source in all published or recorded presentations, and I will take full responsibility for the use of any materials I obtain from the Archives. In the event that the Archives materials are used in a publication I produce, I will provide the Archives with at least one offprint or photocopy of any subsequent publications that include this material. Refer to the “How to Cite the Folklore Archives” page on our website for citation requirements.

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

_____ (signature)

Name: _____

Address: _____

Date: _____

Telephone: _____

Email: _____

When signed by an authorized signatory of OSU, this Agreement constitutes permission for use of the identified materials herein.

Signed: _____

Dated: _____

GENERAL: This Agreement constitutes the entire agreement between you and OSU concerning the license of the audiovisual materials you select. This Agreement is governed by the laws of the State of Ohio. All rights to the OSU Archives audiovisual materials are owned by OSU and its licensors and are protected by United States copyright laws, international treaty provisions and other applicable laws. OSU retains all rights not expressly granted by this Agreement. This Agreement shall terminate immediately and automatically, without notice from the OSU, if you fail to comply with any of the terms or conditions of this Agreement.

LICENSE: Photographs: OSU grants you the non-exclusive right to use this image for any single use within the Use Category that you select. Commercial use requires a \$35.00 per image use fee. If you order more than one image, each image may be used only for the Use Category which you indicate when you order the image. You are not permitted to use the image, or any portions of the image, in any other way. Furthermore, you may not manipulate the image in any manner that compromises it as an historical document.

Moving Images and Audio Recordings: OSU grants you the non-exclusive right to use this media for any single use within the Use Category that you select. You are responsible for all reformatting charges if needed. In addition, commercial broadcast use requires a \$50.00 per minute use fee, with a minimum charge of \$50.00 per item (title). Charges will be calculated by the half-minute after the first minute used. You are responsible for reporting usage. Please see: **Broadcast Usage Form**.

RESTRICTIONS: You must obtain written permission from OSU to reproduce or publish reproductions of its holdings. Images must be reproduced in their entirety. Images may not be cropped, overprinted, or altered in any way.

ASSIGNMENT/COPIES: You may not transfer or assign this Agreement to a third party. You may not make copies, either digital or printed, of the audiovisual materials for the purpose of re-licensing or re-selling the materials (whether separately or in combination with other materials) or for any other purpose except those expressly set forth in the Use Category you select for the image.

COPYRIGHT: OSU owns the copyright to most of the materials in its collections, but there are exceptions. Copyright may belong to the photographer/filmmaker, their estate, or assignee, although some materials may fall into the public domain. OSU advises you that it is your responsibility to obtain permission to reproduce or otherwise use audiovisual materials from the owner of the copyright or use the name, image, likeness, and voice of individuals in the materials. Audiovisual materials may not be reproduced photographically or digitally scanned unless approved by the OSU Archives. You agree to hold OSU without blame for any violation of copyright law, invasion of privacy, rights of persona, or any other improper or illegal use that may arise from the use of the materials and/or reproductions. In addition to permission from the owner of copyright,

any publication, exhibition, or other reproduction of materials held by the OSU Archives requires permission from OSU.

DIGITAL IMAGERY: Unless approved by the OSU Archives, each audiovisual item **MUST** be reproduced unaltered and in its entirety; the item must not be cropped, overprinted, printed on colored stock, or bleed off the page. The OSU Archives reserves the right to examine proofs and captions for accuracy and sensitivity prior to publication/broadcast, with the right to revise if necessary. The OSU Archives reserves the right to refuse any request and to impose such conditions as it may deem advisable in the best interests of OSU. If permission is granted to distribute an electronic copy of an audiovisual item, the distributed copy shall not exceed a display or print resolution of greater than VGA screen resolution (72 dots per inch or 640x480 pixels). **OSU policy prohibits us from sending images via e-mail.**

CREDIT LINE: Reproduction, publication, broadcast, or exhibition of the OSU Archives materials and collections must include proper credit. Please inquire as to the appropriate credit line for the materials that you have selected.

COURTESY COPY: The applicant agrees to send the OSU Archives 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.