



National Park Service
U.S. Department of the Interior

NPS History Collection
Harpers Ferry Center
PO Box 50
Harpers Ferry, WV 25425

USER AGREEMENT FOR FEDERAL AGENCIES

Date Submitted: _____ Is this a RUSH ORDER? (Y/N): _____

Name: _____

Institution: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Publishing/Production Information

Intended Use: _____

Author/Producer: _____ Publisher: _____

Title: _____

Distribution/Run: _____ Publication/Release Date: _____

Description of Materials

Provide a description of the materials you would like to reproduce. Include catalog and/or image numbers where known.

Statement of Responsibility: I certify that the information on this form is correct and I accept the conditions of use stated on the reverse side of this agreement.

Signature of Applicant _____ Date

Permission is hereby granted for publication of the materials listed above and for purposes specified in the description of use. Permission is granted in accordance with conditions of this User Agreement.

Approved by/ Title _____ Date

USER AGREEMENT CONDITIONS

Users of images from the NPS History Collection agree to the conditions listed below.

- User agrees to obtain all intellectual property rights, including copyright, from the rights holder, if the rights holder is not the National Park Service. User must provide written proof of use rights before NPS will release images not within the public domain.
- User understands that the use of the image does not surrender NPS History Collections' or the National Park Service's right to use or grant others permission to use the image.
- User agrees that images cannot be altered without written permission from the NPS History Collection.
- User agrees to furnish the NPS History Collection with two complimentary copies of the publication/production.
- User agrees to pay all applicable costs in advance.
- Permission is for a one-time, non-exclusive use of the image(s).
- Permission is non-transferable. User agrees to prohibit third-party use of the image.
- Permission to use must not be construed to imply that the US Department of the Interior or the NPS either endorses or promotes the product in which the reproduction is published.
- Permission for print publications is for a single edition of the publication, in one language. Additional language editions, subsequent editions, and any related promotional use must be considered as separate requests.
- Permission for film and electronic publication is granted to the producer to use the image in the preparation, production, and distribution of the product and any version thereof for the life of the product.
- Permission for web site use is for one web site for the life of the web site. Digital images must be displayed electronically at 72 dpi.
- Permission for public display is for one-time use for display in a public location; displaying additional copies must be considered as separate requests.

Credit line for still images: *Courtesy National Park Service, NPS History Collection, HFCA # [insert catalog number].* Add photographer name if applicable.

Credit line for moving images: Contact the NPS History Collection archivist.

Copyright and Privacy Restrictions NPS History Collection

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies, audio re-recordings or other reproductions of copyrighted materials. The various state privacy acts govern the use of materials that document private individuals, groups, and corporations.

Under certain conditions specified in the law, libraries and archives are authorized to furnish a reproduction if the document does not infringe the privacy rights of an individual, group, or corporation. These specified conditions of authorized use include:

- non-commercial and non-profit study, scholarship, or research, or teaching;
- as a NPS preservation or security copy; or
- as a research copy for deposit in another institution.

If I, the researcher, later use a copy or reproduction for purposes in excess of "fair use," I, the researcher, am personally liable for copyright, privacy, or publicity infringement and agree to indemnify the NPS from any legal action as a result of the error. NPS History Collection's permission to obtain a photographic, xerographic, digital or other copy of a document or audio recording does not indicate permission to publish, exhibit, perform, reproduce, sell distribute, or prepare derivative works from this document or audio recording without first obtaining permission from the copyright holder(s) and from any private individual, group, corporation shown or otherwise recorded.

Permission to publish, exhibit, perform, reproduce, prepare derivative works from, sell, or otherwise distribute the item must be obtained by the researcher separately in writing from the holder of the original copyright (or if the creator is dead from his/her heirs) as well as from any individual(s), groups or corporations whose name, image, recorded words or private information (e.g. employment information) may be reproduced in the source material. The holder of the original copyright is not necessarily the National Park Service. The National Park Service is not legally liable for copyright, privacy, or publicity infringement when materials are wrongfully used after being provided to researchers for "fair use."

NPS History Collection reserves the right to refuse a copying order if fulfillment of the order is judged in violation of copyright or federal or state privacy or publicity laws. This institution also places restrictions on the use of cameras, photocopiers, scanners, and other duplication equipment in the research room.

I, the researcher, understand and agree to the above terms and will indemnify, defend, save, and hold the National Park Service harmless for all claims, demands, losses, or damages (including attorney's fees and expenses) arising out of any legal action, settlement, or adjustment resulting from my not having followed the guidelines provided above.

Printed Name

Signature

Date