Madison County Historical Society, Inc. Photograph, Document and Digital Rights Reproduction Policy

INTRODUCTION:

The purpose of the Madison County Historical Society, Inc.'s image, document and digital rights reproduction policy is to provide orderly, controlled distribution of images and text from the Society's collection. The benefits to the Society in reproduction of these images include increasing public awareness of the Society's collections and programming, and providing scholarly analysis and enrichment of educational experiences. Additionally, this policy insures that the images and text conform to the terms and conditions listed below.

CONTENT IS PROTECTED BY INTELLECTUAL PROPERTY LAWS

Text and image files, audio and video clips, and other content of its collection are all the property of the Madison County Historical Society, Inc. unless specifically noted, and may not be reused, reprinted or reposted without written permission. The Madison County Historical Society, Inc. reserves the exclusive right to provide all copies of materials in its collections for any use. Text and image files, audio and video clips, and other content may be protected by copyright and other restrictions as well. Copyrights and other proprietary rights may also be owned by individuals and entities other than, and in addition to, the Madison County Historical Society, Inc. Copyrighted materials from other sources are used with the permission of the copyright owner, whose permission is required for use by third parties. It is the responsibility of the party requesting permission for use to determine the copyright owners.

Permission to reproduce these images in any other form or any other use other than "fair use" as defined in the copyright law, <u>United States Code</u>, <u>Title 17</u>, <u>Section 107</u> and as described below is required. For a test of fair use see "<u>Fair Use of Copyrighted Materials</u>". Permission to reproduce must be obtained in writing from the Madison County Historical Society, Inc., Edwardsville, Illinois. This includes but is not limited to: electronic or paper publishing, World Wide Web sites, film, DVD, CD, video, exhibits, interior design, product presentation or advertising.

FAIR USE IS PERMITTED

Fair use of copyrighted material includes the one-time, one-edition use only for private, personal use. The sole exception to this policy for the use of protected materials is for non-commercial educational purposes, such as teaching, scholarship, research, criticism, commentary and news reporting. Unless otherwise noted, users who wish to download or print text and image files for such uses may do so without the Madison County Historical Society, Inc.'s express permission, provided that they comply with the conditions below. Any broader, publicly accessible use requires further permission.

TERMS AND CONDITIONS

- 1. The content may only be used for personal, educational or noncommercial purposes.
- 2. Requests for additional uses, editions, or formats from the archives at the Madison County Historical Society, Inc. should be submitted using the Photograph, Document and Digital Rights Permission Form, which can be obtained from the Madison County Historical Society, Inc., 715 N Main St., Edwardsville, IL 62025 or downloaded at www.madcohisory.org.
- 3. Madison County Historical Society, Inc. reserves the right to refuse an application for a number of reasons including but not limited to:
 - if it is apparent that the proposed use would violate copyright law
 - If the proposed use would compromise the authenticity of the material as an historical document or image
 - If the product is not acceptable to the Madison County Historical Society, Inc. for any reason.
- 4. Madison County Historical Society, Inc. reserves the right to limit or restrict the use of certain images, e.g., those protected by copyright, under restrictions imposed by donor, unpublished, etc.
- 5. In authorizing the publication, the Madison County Historical Society, Inc. does not surrender its own right, title, ownership, or right to publish or to grant permission for others to do so. The Madison County Historical Society, Inc. assumes no responsibility for infraction of copyright laws, invasion of privacy, or improper or illegal use that may arise from reproduction of the image.
- 6. Applicants must assume full responsibility for questions of potential copyright violation in their use of digital images. While copyright of electronic format, metadata and descriptive material for the digital collections and exhibits created by the Madison County Historical Society, Inc. is retained by the Society, copyright for images in its web pages may be owned by other individuals, publishers, or institutions. In the case where copyright is held by a third party, the applicant shall secure and provide to the Madison County Historical Society, Inc. written permission from that party. The applicant shall agree to indemnify the Madison County Historical Society, Inc. against any third-party claims of copyright infringement.
- 7. If permission to use an image or text is granted, the individual, business, corporation, nonprofit institution, or governmental agency will abide by the terms and conditions outlined in this policy.
- 8. Permission to use an image or text is restricted to one-time use only for nonexclusive worldwide rights in all languages. Additional uses of the same image or text will require further permission.
- 9. Users must comply with all other terms or restrictions which may be applicable to the individual file, image or text.
- 10. All uses of reproductions must cite and attribute the image or text in the following format; "Courtesy of Madison County Historical Society (IL)"; all copyright information and URL of the collection, image or www.madcohistory.org. If available the image identifier; image title; author and collection name must also be cited.
- 11. The Madison County Historical Society, Inc. reserves the right to review text descriptions of the images used for correctness of description and other accuracy issues.
- 12. The Madison County Historical Society, Inc. requires one complimentary copy of any publication in which images of the Society's collection appear to be sent to Madison County Historical Society, Inc. at the address listed in number 2 above. All expenses for shipping and handling are to be borne by the applicant.
- 13. None of the contents may be altered or modified.
- 14. Digital images cannot be altered through cropping, color varying, bleeding, etc. in any way without the express written permission of the Madison County Historical Society, Inc. Digital images cannot be distorted.
- 15. Formats provided include digital images (high and low resolution), black and white and color prints.
- 16. Large format prints will be dealt with on a case by case basis.

WARRANTY

By downloading, printing, or otherwise using text and image files, users agree and warrant that they will limit their use of such files to fair use and will comply with all other terms and conditions of this permission, and will not violate the rights of the Madison County Historical Society, Inc. or any other person or entity. The Madison County Historical Society, Inc. does not warrant that use of the text, images and content displayed on the website will not infringe the rights of third parties not owned by or affiliated with the Madison County Historical Society, Inc.

COMMERCIAL USE IS RESTRICTED

Unauthorized commercial publication or exploitation of text, images or content of the collection is specifically prohibited. Anyone wishing to use any of these files or images for commercial use, publication, or any purpose other than fair use as defined by law, must request and receive prior written permission from the Madison County Historical Society, Inc. Permission for such use is granted on a case-by-case basis at the sole discretion of the Madison County Historical Society, Inc. A usage fee may be assessed depending on the type and nature of the proposed use.

TRADEMARKS

Many of the trademarks, service marks, and logos (collectively, the "Trademarks") displayed on the website, including the Madison County Historical Society, Inc. logo, are registered and/or unregistered common law trademarks of the Madison County Historical Society, Inc. The trademarks of third parties may also be displayed on the Web site. Nothing contained in the website should be construed as granting, by implication or otherwise, any license or right to use any Trademarks displayed on the website without the express written permission of the Madison County Historical Society, Inc. or any third party that may own the Trademarks displayed on the site. Any unauthorized use of the Trademarks or any other images or content on this website, except as authorized in these Terms and Conditions, is strictly prohibited.

DISCLAIMER

The text, images and content on the Madison County Historical Society, Inc. collection are provided "as is" without a warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular use, and/or non-infringement. The Madison County Historical Society, Inc. assumes no responsibility, and shall not be liable for any damage to or viruses that may infect your computer equipment or other property on account of your use of the site or your downloading of any text, images or content from the website.

PROCESSING TIME

Every effort will be made to complete a request in a timely manner. The staff may not be able to provide immediate assistance due to work on previous request or other responsibilities. If this is the case, staff will provide an estimate of the time it may take to complete the request.