



OKANAGAN SPECIAL COLLECTIONS AND ARCHIVES

REPRODUCTION AGREEMENT

Use Guidelines for Okanagan Special Collections Reproductions

UBC Okanagan Special Collections staff will arrange for digital reproduction of its graphic materials under the conditions outlined below. This form must be signed and submitted when the order is placed; in so signing, the user signifies an understanding of and agreement with the following conditions.

Conditions of Reproductions

1. All graphic reproduction will be arranged through the UBC Okanagan Special Collections.
2. Reproduction may be refused in the cases of copyright infringement, donor restrictions or the physical condition of the requested item.
3. While UBC Okanagan Special Collections staff will assist in providing contact information for copyright holders, the user assumes full responsibility for avoiding infringement of copyright and for securing publication rights to the reproduced materials.
4. Reproductions may not be further duplicated for sale or subsequently be disseminated without prior agreement.
5. Unless authorized in writing by the UBC Okanagan Special Collections and noted in the credit line, images will not be shown with added colouring, superimposed or transposed, or altered or cropped in any way that significantly changes the meaning or context of the image, or compromises its authenticity as an historical document.

Fees for Use of Photographs (and other graphic material)

Reproductions of UBC Okanagan Special Collections materials are normally subject to a use fee of \$25 per image when approved for commercial use in publishing, video production, self copy, exhibits, product presentations, interior design, advertising or comparable commercial uses, including for-profit work done by consultants or commercial design firms on behalf of other partners; a \$75 fee is normally charged for broadcast use of material. Fees are for one-time and non-exclusive use and are in addition to any reproduction costs. Fees may be waived at the discretion of the UBC Okanagan Archivist.

Fees for Access Copies of Published / Copyrighted Materials

Photocopies or scanned PDFs can be derived up to one (1) chapter or 10% of the work, whichever is the lesser, under the education and personal use exemption under the Copyright Act. For mediated service, the fee is \$0.25 per page.



Fees for Access Copies of Unpublished Materials

Photocopies or scanned PDFs can be derived. For mediated service, the fee is \$0.25 per page. Please consult with the Archivist for further information.

Using Your Own Device

Fees do not apply, but researchers must comply with the Copyright Act, and must capture OSC’s usage tag in the image frame. Researchers must also comply with communicated donor-imposed restrictions on capturing images on a personal device.

Credit Lines

An appropriate credit line must be given in all cases of publication, exhibition, presentation or other display of reproductions from UBC Okanagan Special Collections materials. Credit must be given to UBC Okanagan Library Special Collections; in the case of photographs, the photographer (if identified) and the image number must also appear (e.g.):

Aldredge, Ed. (ca. 1940). [Penticton Main Street decorated with cedar arches for Christmas]. Doug and Joyce Cox Research Collection, UBC Okanagan Special Collections and Archives, Kelowna, B.C. Item no. OSC ARC 1.3-2/0206.

Identification number(s) of requested item(s):

Statement of Intended Use

Please check appropriate box:

Reproductions are solely for personal or scholarly use and not used for publication, exhibition or commercial use.

Reproductions are intended for publication, exhibition, presentation, or design or similar purposes.

Please detail your plans below (e.g., publication title, publisher’s name and address, location and dates of exhibition, etc.):

Fees levied

Digital reproduction and usage fees, if applicable, will be determined by the UBC Okanagan Archivist upon the return of this Agreement and will be communicated in a quote separately.



Indemnity

The user identified below agrees to indemnify and hold harmless the University of British Columbia, its Board of Governors, officers, employees, agents, students and volunteers for all claims and damages (including all legal fees and disbursements and other professional fees), howsoever arising, directly or indirectly, under this agreement.

I have read and agree to the above conditions and understand that failure to comply with these guidelines may result in the denial of future requests for reproductions.

Signature of applicant Date

In the space below please print your contact information

Name Institutional affiliation (if applicable)

Address

Phone E-mail