

REPRODUCTION AND USE AGREEMENT

Name: _____	Date: _____
Email: _____	
Address: _____	
Telephone: _____	
Institution: _____	
Status:	
<input type="checkbox"/> Student	<input type="checkbox"/> Faculty/Staff
<input type="checkbox"/> Alumni	<input type="checkbox"/> Public
<input type="checkbox"/> Visiting scholar	

Researchers may request duplicate copies or take photographs of materials as allowed by the library and archives, based on the physical condition of the materials, copyright law, donor restrictions, and Reading Room guidelines. It is the researcher's responsibility to keep accurate citations for all items duplicated or photographed. University Libraries reserves the right to limit the number of scans provided and cannot guarantee on-demand reproductions. Please allow two weeks for all requests. You will be notified if a specific request will take longer to complete. Please see *Fee Schedule* for reproduction and publication fees and list requests on the attached *Duplication Order Form*.

- Use of the materials will be:
- Non-profit use
 - Personal use
 - Publication
 - Broadcast
 - Commercial use
 - Other

Please provide a description of intended use: _____

Conditions of Reproduction and Use

The University of Dayton grants you the non-exclusive right to use reproductions for any single use within the category indicated above. You may not transfer or assign this license to a third party. You may not make copies, either digital or printed, of the requested materials for any purpose except those expressly set forth.

COPYRIGHT NOTICE

Archival materials in the University Libraries may be protected by copyright law (Title 17, U.S. Code). It is the researcher's responsibility to determine if such rights exist and to obtain permission from the copyright owner to reproduce or otherwise use the materials. The researcher is responsible for securing permission to quote and publish from the copyright owner or his/her heirs in cases where University Libraries holds material as property without at the same time holding the literary rights and copyrights vested in them. University Libraries make no representation that it is the owner of the literary rights and copyrights (other than official records), unless such rights have been specifically transferred by the donor or by the literary heirs. As a condition of use, the researcher assumes full legal responsibility for any infringement of literary, copyright, or publication rights belonging to the author or creator, his/her heirs or assigns.

Restrictions: You are not permitted to alter or use portions of the reproduction in any way without prior approval from the University of Dayton. In such cases, credit must acknowledge that a portion of the reproduction was used. The University of Dayton reserves the right to examine proofs and captions for accuracy and sensitivity prior to publication or broadcast, with the right to revise as necessary. The University of Dayton reserves the right to refuse any request and to impose such conditions as it may deem advisable in the best interests of the University of Dayton.

Credit: Reproduction, publication, broadcast, or exhibition of the University of Dayton collections must include proper credit. Please use the following information in your preferred citation style, or use the format provided in giving credit:

[Item title], [Collection title], [Date]. [Name of Repository], University of Dayton Libraries, Dayton, Ohio.

Courtesy copy: The applicant agrees to send the University of Dayton 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.

By signing this application, I accept personally and on behalf of any organization I represent, the conditions set forth in the Guidelines for the Use of Special Collections:

Signature: _____ Date: _____

When signed by an authorized agent of the University of Dayton, this form constitutes permission for reproduction and use as outlined in this application.

Signature: _____ Date: _____

Staff name: _____ Title: _____