



USAGE POLICY

- GENERAL USE:** Individuals or organizations may briefly quote, excerpt, or paraphrase archival holdings to which the Archives has property rights for the purpose of criticism, comment, news reporting, teaching, scholarship, or research without written permission of the Archives. For more information on accessing materials, please see our *Access Services and Fee Schedule*.
- EXTENDED USE:** Individuals or organizations wishing to publish, display, broadcast, or otherwise distribute archival holdings to which the Archives has property rights must obtain express written permission from the Archives. Individuals seeking permission must sign a *Usage Agreement Form*. Requests will be reviewed on a case-by-case basis, with consideration being given to a number of factors including repository mission, copyright, publicity rights, donor and purchase agreements, and privacy concerns.
- COPYRIGHT:** If the Archives is not the exclusive copyright holder and copies are provided on the basis of fair use, it is the individual's obligation to satisfy copyright or other applicable intellectual property rights. Multiple copyrights may subsist in relation to an item. The Archives is not responsible for determining the copyright status of materials or securing copyright permission.
- PERMISSIONS:** Unless otherwise specified, use is granted for nonexclusive one-time/one-edition use. The Archives retains all rights to reproductions supplied or derived from its archival holdings. Duplicating, sharing, transferring, transmitting, renting, selling, sub-licensing, trading, leasing, loaning, or gifting reproductions in any form are not permitted. The Archives does not sign release forms developed by others which are not consistent with our policies.
- FEES:** Individuals or organizations outside the ETSU community are charged a usage fee to publish, display, broadcast, or otherwise distribute archival holdings to which the Archives has property rights. The *Usage Fee Schedule* is reviewed on a regular basis to ensure that fees are in keeping with current archival practice and are subject to change. Paying a usage fee does not entitle individuals to duplicate or distribute materials beyond the terms of the signed Usage Agreement. Subsequent use must be renegotiated; additional use fees will be charged accordingly.
- NON-COMMERCIAL USERS:** Users include non profit entities (required to provide 501(c)(3) number), public broadcasters, accredited academic institutions, and government entities.
- COMMERCIAL USERS:** Users obtaining materials for profit-making productions, publications, exhibits, etc.
- CREDIT:** Individuals must properly cite or credit the Archives using a standard citation format, e.g., [Name of collection], Archives of Appalachia, East Tennessee State University, Johnson City, Tenn. Or, Courtesy of Archives of Appalachia, East Tennessee State University, [Name of collection].
- WEBSITE USE:** The Archives limits the resolution of still images, moving images, and sound recordings used on websites. Still images are limited to 72 dpi; moving images to a frame size of 320x240 pixels and a frame rate of 20 fps and pixel depth of 16-bit; and sound recordings are limited to 8 bits with a sampling rate of no more than 22 kHz. Higher resolutions require permission of the Archives and are subject to usage fees.
- MANIPULATION:** To ensure historical integrity of materials, the Archives restricts manipulation of items. The Archives limits manipulation to the cropping of a still or moving image, detail selection, excerpts of sound or video images, and minor modifications to contrast and sharpness for clarification purposes. Any changes will be

explicitly noted in the credit statement. Any other manipulation will require the permission of the Archives and are to be included in the credit line.

11. **ENDORSEMENT:** Use of materials from the Archives' collection does not imply that the Archives endorses or confirms accuracy of the publication, production, broadcast, website, or any other medium.
12. **INDEMNIFICATION:** The user will defend, indemnify, save, and hold harmless the Archives of Appalachia, its employees, officers or designates, from any and all costs, expenses, damage, and liability arising because of any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of a reproduction of an item from the Archives' collections or their use in any manner, including their inspection, publication, reproduction, broadcast, duplication, or printing by anyone for any purpose whatsoever. The user is solely responsible for all issues of invasion of privacy, libel and/or slander that may result from use of the materials.
13. **DONATION:** Where applicable, individuals are asked to donate to the Archives one copy of the work named in the Usage Agreement.
14. **NONCOMPLIANCE:** The Archives reserves the right to refuse to grant usage permission and/or provide reproductions to anyone who has not complied with our policies.