

**Letter of Agreement for Use of Photographic Reproductions from  
South Dakota State Archives materials.**

Complete and Return this form if intending to reproduce photographs.

**Name and Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Total Number of Images Used:** \_\_\_\_\_

**List of Images: (Include accession numbers, collection names, and locations if known.)**

\_\_\_\_\_  
\_\_\_\_\_

**Statement of Intended Use: (Specify if multiple use or reuse is intended.)**

Book                      Dissertation                      Film/Video  
Scholarly Article                      Exhibition/Display                      Internet/ Website (72 dpi required)

**Publication Information:**

Author or Editor of Proposed Work \_\_\_\_\_  
Title of Proposed Work/URL Address \_\_\_\_\_  
Publisher of Proposed Work \_\_\_\_\_  
Expected Date of Publication \_\_\_\_\_

**–The State Archives requests a complimentary copy of all work –**

**Users Status:**

In-State                      Out-of-State  
For Profit Corporation, Partnerships, Private Business & Individuals  
Not-For-Profit Corporations (Proof of Status required) & Government Agencies  
South Dakota State, Local & Tribal Government Agencies

**Credit Line Requirement: "Photo Courtesy of the State Archives of the South Dakota State Historical Society"**

Conditions as stated on both pages of this document are approved and agreed upon by the requesting party as signed

\_\_\_\_\_  
Name, Title and Date

\*\*\*\*\*

Total number of Images Used: \_\_\_\_\_  
Number of Images with a Use Fee: \_\_\_\_\_ (Invoice included)  
Archives Approval \_\_\_\_\_ Date \_\_\_\_\_

## **Conditions for Use of Photographic Reproductions Taken from The South Dakota State Historical Society-State Archives Materials**

The Requesting Party hereby agrees as follows:

1. To use the photographic copy only once and only for the purposes listed on the reverse side in the "Letter of Agreement." Any subsequent or different use (including subsequent editions, book club editions, paperback editions, different languages) constitutes a reuse and must be applied for in writing. Reuse fees will be established on a case by case basis.
2. To specify when multiple use of an image is intended (i.e. an image that appears in an exhibit, the exhibit catalog and on posters and other promotional materials). Multiple use fees will be established on a case by case basis.
3. To credit properly. It is mandatory that you credit the SDSHS as specified in the "Letter of Agreement."
  - a. With printed matter (or website), it is preferred that the credit lines appear on the same or facing page as the illustration. Crediting of each individual image is mandatory in all cases.
  - b. With filmstrips, include the credit with the other "Sources of Illustrations." In manuals that accompany filmstrips, credit at the point where the illustration is discussed.
  - c. With exhibitions, credit within the exhibition area.
4. All images used on the internet or website must be shown at no greater than a resolution of 72 dpi saved as a .jpg file.
5. To supply a complimentary copy of the published work if this is a condition in the "Letter of Agreement." In such cases, the Archives will consider the item on order and act accordingly.
6. To indicate in the accompanying caption or label any and all changes that you have made to the original photographic copy such as taking a detail, superimposing, tinting, etc.
7. Not to permit others to reproduce the photographic copy or any facsimile of it.
8. To state clearly in the "Letter of Agreement" when the photographic copy will be reproduced for advertisement purposes such as dust jacket, advertisement copy, or ephemeral promotional material.
9. In authorizing the publication of a photographic copy the SDSHS does not surrender its own right to publish it or grant permission to others to do so.
10. Copyrighted materials are copied with the understanding that the recipient will not use it for any purpose other than private study, scholarship, or research without obtaining the signed authorization of the copyright holder. Applicants assume all responsibility for questions of copyright and invasion of privacy that may arise in copying and in the use made of the photographic copy.
11. Any exceptions or additions to the above conditions will appear in, and be considered part of, "Letter of Agreement."
12. This document contains the whole agreement of the parties, and may be modified only by a writing signed by all parties to this agreement.

### **Warning Concerning Copyright Restrictions**

The copyright law of the United States (Title 17, US Code) governs the making of photocopies of other reproductions of copyright material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproductions. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that use may be liable for copyright infringement. This institution reserves the right to refuse to accept a copying order if, in its judgement, fulfillment of the order would involve violation of the copyright law. The granting of permission to publish by the SDSHS does not absolve users of materials from securing permission from copyright owners and payment of such additional fees as the owners may require if the SDSHS does not own copyright or if the material is not in the public domain. Applicants assume all responsibility for questions of copyright and invasion of privacy that may arise in copying and in the use made of the photographic copy.