

The Filson Historical Society

Digital Camera Use Policy

Researchers may take photographs of collection materials for study purposes only, and as approved by staff, based on the physical condition of the materials, copyright law, donor restrictions, and reading room rules. The charge is 20 cents a photograph. Researchers must keep track of number of images captured on copy form provided by staff.

I agree to the following conditions:

Repository procedures

- I will obtain permission from supervising staff before taking any photographs.
- I will indicate all items to be photographed and show them to staff for approval.
- I will provide a list of all collections or items photographed on the provided copy form.
- I will take photographs at designated stations only.
- I will not photograph more material than approved by staff and acknowledge that any photos taken are done at the discretion of Filson supervising staff. A limited number of photographs are allowed.
- I will use my personal camera only (including camera phone; portable scanners are not permitted.)
- I will include in each photograph an overlay provided by The Filson to be included in the photo.
- It is my responsibility to keep accurate citations for all items photographed, which I will need when ordering publication-quality images or requesting permission to quote.

Materials handling rules

- I will handle the materials with care and according to institution rules.
- I will not bend, press down, or otherwise manipulate or rearrange materials to get a better photograph.
- I will keep materials flat on the table or in the stand/cradle provided.
- I will ask staff for assistance with fastened items.
- I will not remove items from their protective sleeves.
- I will not stand on chairs, tables or other furniture.
- I will turn off the flash and sound on my camera.
- I will not use special lights or other prohibited equipment.
- I will not take photographs of the staff, reading room, or other researchers.
- I understand that the institution reserves the right to deny permission to photograph collection materials at its discretion.

Copyright

- I will use the photographs for my private study, scholarship, and research only.
- I will not publish the photographs in print, post them on the Internet, nor exhibit them.
- I will not copy, donate, loan, sell, or provide in any form to any individual, organization, or institution photographs/images acquired from The Filson.
- If I want to reproduce any images for publication, posting on the Internet or in any other form or format I will request permission from The Filson, order publication-quality images from the institution, and pay the required fees.

- I understand and agree that it is my responsibility to obtain permission to publish or otherwise use material that is under or might be under copyright; and that The Filson does not provide copyright assurances for any material to which it does not hold the copyright.

Repository gets copies of all photographs taken

- I will provide digital copies of all photographs and citations taken of Filson material as required by the staff and I assign any intellectual property rights that I may possess in them to The Filson.

WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. 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 user may be liable for copyright infringement.

This institution reserves the right to refuse a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

I agree to indemnify and hold harmless The Filson Historical Society, its agents and employees against all claims, demands, costs, and expenses incurred by copyright infringement or any other legal or regulatory cause of action arising from the use of these photographs/images.

I have read and agree to abide by the terms and conditions above. I understand that my failure to follow them may result in the termination of my camera privileges and possible legal action.

Signature

Date

Name (Please print)