

COPYRIGHT AND NON-PRINT MEDIA: Learning Labs and the Law

Bruce Parkhurst
Laura M. Carpenter
Boston University

Introduction

This article examines copyright law as it relates to non-print media and explores the ramifications for use of copyrighted materials in learning laboratory facilities. In some areas, copyright law clearly delineates certain procedures, but because of the precedential nature of copyright law and the relative youth of today's advanced educational technologies, it is not possible to set down a definitive set of copyright rules explicitly for media facilities. The following suggestions are just that: suggestions. While our discussion of the law may prove useful for any media facility grappling with basic copyright issues, we highly recommend that you work with your institution's legal counsel to help resolve further questions from the standpoint of your institution's policies. If your institution has written copyright guidelines for non-print media, use them as your base. Lacking a written policy, we suggest you meet with counsel and propose the creation of a written, institution-wide copyright policy, for both your protection and that of your institution. This article will conclude with a "starter list" of policy questions that should be addressed by each institution, as well as proposed forms for seeking permission from copyright holders.

Copyright Law and Lawsuits

The Copyright Act of 1976, a revision of the original 1909 law, was written before widespread educational and home use of video, never mind the innovation of compact discs, interactive technologies and sophisticated authoring systems. Looking back to the

advent of photocopying from books and articles, the whole issue of print duplication seems bland by comparison to the labyrinth of audio, video and software licensing and permissions. Copyright law is complicated and highly susceptible to differing interpretations. To make matters more difficult, copyright law is essentially general in nature, while the questions of permissibility faced by many lab directors today are quite specific. Unfortunately, the United States Copyright Act does not offer easy answers, particularly for questions of educational uses of non-print media.

Under law, copyright owners have the *exclusive* right to reproduce their work; to prepare derivatives; to distribute their work for financial gain; and to perform and display their work (Section 106 of the Copyright Act). When determining whether a particular use constitutes an infringement, it is helpful to bear these rights in mind. Other sections of the law provide exceptions which effectively cut back on the copyright holder's rights. It is within this framework that we must build our policies on uses of protected materials.

The timely development of more precise guidelines or improvements to the Copyright Act will probably not result from an act of

Bruce Parkhurst is Director of the Geddes Language Center, Boston University and an active member of the New England Regional Association of Learning Lab Directors.

Laura M. Carpenter is a senior at Boston University, majoring in journalism and sociology; she is Night Manager at the Geddes Language Center.

Copyright and Non-Print Media

Congress. Rather, new precedents will evolve the same way others have: by lawsuits in which both individual violators and their institutions are implicated. Many well-known and well-intentioned institutions have already been involved in copyright lawsuits. Yet according to Chicago attorney Ivan Bender, who has extensive experience in copyright issues, many copyright cases are being settled out of court, with the result that the decisions do not become legal precedents. Without a precedent to look to for guidance, those seeking to remain in compliance with copyright law are left guessing as to what constitutes proper behavior.

Exactly how important is it to comply fully with the Copyright Act? Who cares? Will anyone find out? It is altogether possible that a shoddy compliance record could go undetected for years; however, if substantial transgressions are revealed, you and your institution could come under serious legal fire. Remember that it is the *pattern* of violations or compliance that will count most heavily in any consideration of copyright infringement. Throughout this article we stress the importance of seeking legal assistance in puzzling out the law. If you encounter reluctance on the part of those who would pay for or provide such services, gently remind them of the large amounts of money involved in copyright-infringement lawsuits!

Fair Use Guidelines

The fair use doctrine was developed to facilitate use of copyrighted materials for certain limited purposes without obtaining permission from the copyright holder. Section 107 pertains to fair use, and recognizes teaching, scholarship and research activities as potential territory for fair use. However, *not every* educational use may be considered fair. Four factors are used to determine whether a given use is fair: 1) the purpose or character of the use; 2) the nature of the copyrighted work; 3) the amount and

substantiality of the portion used, in relation to the whole; and 4) the effect of the use on the potential market.

This fourth factor—whether use of copyrighted material substantially impairs its present or potential market—seems to be the most critical factor in determining fair use. When deciding whether to use material without permission, imagine that you are the copyright holder who would be losing revenue as a result of an “unfair” use.

The fair use guidelines for off-air recording by non-profit educational institutions have been widely publicized but are worth re-emphasizing, especially since many learning laboratories offer such services as recording programs off-air or encounter faculty who do extensive taping at home for replay in their classes. In such circumstances, it is important to follow the guidelines summarized below:

1. Broadcast programs may be recorded and retained for up to 45 consecutive days, after which they are to be destroyed.
2. These recordings may be used, and repeated once only for reinforcement during the first 10 consecutive school days of the 45 day period.
3. Off-air recordings may be made only at the request of and used by individual teachers and may not be recorded in anticipation of requests. No single program can be recorded off-air more than once.
4. A limited number of copies may be reproduced to meet the legitimate need of teachers under these guidelines.
5. The recordings may not be altered from their original content.
6. All copies must include a copyright notice.

Although a brief summary of some pertinent sections of the Copyright Act follows, we cannot hope to explain the law fully. Above all, it is imperative that you obtain a copy of the full Copyright Act. Many sections may raise more questions than they answer; look

to your legal counsel for assistance.

Section 108 specifies circumstances under which libraries can make a copy of a work. The library must be open to the public, the copying must not be for commercial advantage, and the copy must have a copyright notice affixed. The provision is more limited for audio-visual materials, but more relaxed when involving broadcast news programs. If you intend to employ Section 108 as a defense, do check with legal counsel before proceeding through this minefield.

Section 109, the "first sale" doctrine, stipulates that the owner of a lawfully obtained copyrighted work can sell, rent or otherwise dispose of the item without permission. However, there are limitations on the performance of the work if it is, for instance, a videotape. In the case of a phonorecord, there are further restrictions in the Copyright Act.

Section 110 is the public performance doctrine. There are widely varying opinions as to what constitutes a public performance. A subsection of 110 treats the uses of media in face-to-face teaching situations as allowable "performances" which do not involve infringement. However, which situations fall within the face-to-face category are still subject to legal debate.

Section 117 addresses computer programs. Copies or adaptations are allowed only if they are an essential step in the utilization of the software or if the copying is done strictly for archival purposes.

International Copyright Conventions

On March 1, 1989, the United States became a member of the Berne Convention, establishing copyright relations with the 76 other signatories to the agreement. The U.S. also signed the Universal Copyright Convention, joining 79 other parties, and furthermore maintains bilateral treaties with a number of other nations. Therefore, if you have questions regarding foreign source material, you

need to consider the copyright laws of that country. The Berne Convention additionally recognizes that works by foreign authors have the same rights in the U.S. as do works by American authors, and conversely.

When the U.S. signed the Berne Convention, legislation was passed which changed the U.S. laws as well. The most notable change is that a copyright notice no longer need be affixed for a work to be protected. Beware: you can be held liable for duplicating material that you did not know was copyrighted. If you are unsure about the origins of something in your archive, the best policy to follow is to assume that the item is fully protected.

Obtaining Permissions

What sort of success can you expect in seeking permission to duplicate or reuse copyrighted materials? First of all, you should routinely seek out the copyright status of any material you add to your collection or use in your lab. Suggested forms for requesting permissions of several sorts are printed at the end of this article. Second, be persistent. Some publishers have been willing to negotiate exceptions to their standard copyright policies when a lab takes the time to explain exactly how the material will be used or altered, what driving force is behind the use, and who will be the beneficiaries. In some cases, labs have established agreements to collect royalty fees from students in return for allowing student duplication of lab materials.

In a very limited and highly informal survey, a sample of suppliers of educational resources were contacted to determine the range in their policies on permissions and licensing. Most of the suppliers contacted were commercial. The following is a generalized summary of their responses.

Typically, audio materials are the simplest to manage. According to the marketing manager at McGraw-Hill (formerly Random House), the common sense assumption holds water: publishers make their money almost

Copyright and Non-Print Media

exclusively from book sales. Increasingly they provide special supplementary video and software packages for texts, primarily to enhance textbook sales. For example, Random House/McGraw Hill paid for the development of a database to accompany one of their basic language texts and is providing the software (and site-licenses for unlimited copying) for free. If, however, the textbook is dropped from the syllabus, all software must be returned to the publisher. Though acknowledging that obtaining permissions for audio materials is relatively complication-free, the McGraw-Hill/Random House source indirectly referred to the fair use guidelines when she advised, "Get things in writing. The *no profit* clause is what counts most for us." In other words, if the company is assured that your copying efforts won't be sapping their sales revenues, they are more than likely to accommodate your requests.

More complicated, video sales can involve the question of public performance rights, which govern the use of "home videos" in institutional and group showings. As yet, there is no consensus among distributors about the level of protection and copyright compliance necessary in video acquisition and usage. It should be noted that, unlike audio materials which are purchased directly from the owner, most videos are obtained from distributors who do not have the authority to grant special rights.

The most conservative approach is to keep in line with the "face-to-face teaching" requirement for fair use of home videotapes. If a student club wants to borrow a videotape for an evening showing, advise them to invite a faculty member to discuss the movie afterward. Another way to protect your video collection is to limit its use to the laboratory premises and allow only students registered for the course requiring the film to view it.

Video duplications are yet another matter. Some distributors will grant permission to make video copies of their titles for a percentage of the purchase price, or issue

duplication rights for a flat fee.

Computer software licensing and other contractual agreements present the least ambiguity. Those little cards with the small type that accompany software generally spell out quite explicitly what is permissible and what is not. It has been suggested that if you don't like some of the clauses in the licensing agreements, you should try crossing out the stipulations unsuited to your lab's needs and returning the card to the supplier as a first step in negotiating a more acceptable licensing agreement.

In situations where contractual stipulations are more restrictive than copyright law, the licensing agreement is the dominant factor.

Current Lab Practices

Two questions in the IALL 1988 survey focused on copyright policies. The answers to these questions not only shed some light on the practices of labs regarding non-print media copyright, but also revealed, to our relief and concern, that our copyright anguish is shared on a national scale.

One survey question asked whether the institution had a written copyright policy covering non-print media. Forty-two percent of the respondents had available to them written copyright policies for the institution, and an additional 33% had some kind of guidelines to follow, though not necessarily written ones. These numbers appear good, although we do not hesitate to reemphasize the desirability for written guidelines at *all* institutions. The real question raised is: To what extent are labs adhering to their existing guidelines? As few people are willing to openly admit their transgressions, we can only surmise the extent of "fudging," with the assistance of our meager evidence. For example, although 99% of respondents answered the guidelines question, on average 26.5% elected not to answer the specific questions about their labs' actual duplicating practices.

The second copyright question from the 1988 survey reads: "If permission has not been specifically granted, do you obtain permission or a license from the publisher before doing the following types of copying?" The types listed include backup copies, in-house copies, take-home copies, networking, off-air taping and format changes. Although different interpretations of the question could be offered, for the purposes of our discussion we will assume that the bottom line question is: Do you resolutely and consistently seek permission to make duplications?

The responses indicated a striking inverse pattern between persistence in permission seeking and the level of technology of the media. As materials became more sophisticated, from audio to video to computer software and beyond, respondents' resolve to obtain copying permission decreased accordingly. One explanation for this pattern is that increased cost of an item endows copyright violation with the guise of a necessary evil, or makes stretching the law somehow more "justifiable." When computer software is involved, perhaps copying becomes such a quick and easy process that infringers don't worry about being caught. Again, the "no response" category tells the story: more people wrote in "no response" to questions about the more sensitive areas of software and video than for audio. Also notable is the overall pattern that, although the majority of respondents tend to be on the right side of the law in seeking permission to make some copies, many frequently change the format of the media without seeking further permission to do so.

Copyright Policies You Can Implement

1. Request permission. One of the best ways to ensure that you are protected in making copies is to ask the supplier or the holder of the copyright if you can do it. Surprisingly enough, many distributors and publishers will grant permission when asked. Bear in mind that all copyright agreements

should be in writing, and that you should secure permission for *every* type of copying you intend to undertake. For example, if you have secured the consent of a speaker to tape a lecture, you must also obtain further permission to make library copies.

2. Affix copyright notices to *all* material that is issued in and/or leaves the lab. This includes each tape within a tape series, etc. The notice should be written, and include an encircled "c" (©) or the word copyright, the date copyrighted, and the owner of the copyright. Doing so shows that you are making a good faith effort to reach compliance and that you are taking steps to ensure that others get the message. The absence of a copyright notice on an item is no longer a sufficient defense for copying without permission. For some types of media, you may wish to include a notice both inside and out (i.e., on floppy disk as well as at beginning of written program contained therein).

3. Post copyright notices in your lab and on recording and duplicating equipment.

4. Urge your administration to develop a written policy or guidelines on copyright, particularly for non-print media. Remember that although institutional guidelines are different from the law, they provide protection to employees acting according to institutional policy.

5. If lab users are permitted to copy materials from your collection, have them sign an agreement form that states they understand the copyright limitations on further duplication of the material.

6. Familiarize yourself with the 1976 Copyright Act and the fair use guidelines (developed by the Kastenmeier committee), available at any library. Keep a copy of the law, guidelines and/or your institutional policy handy. Many of us draw strength from being able to wave the guidelines at those who seek to persuade us to violate copyright law.

7. Get to know your legal counsel. The

Copyright and Non-Print Media

legal department at your institution usually can provide the best guidance for development of your labs' policies and how they jibe with the guidelines.

The Role of IALL

When the New England regional group first broached the subject of copyright at a conference in Brattleboro, Vermont, we thought naively that we would come away with a very specific list of do's and don'ts and guidelines by which everyone in the group would be able to abide. In light of legislative reality, our goal evolved: as a group, we pledged to ensure that no member of our group would be in the next precedent-setting lawsuit, or any other copyright-related lawsuit, for that matter. And we want to ensure that no member of the International Association will meet that fate, either. Some recommendations for steps IALL could take as an organization are:

1. Adopt standard forms for requesting copyright permissions. If publishers start seeing the same form, it will give extra impetus to the requests and will make the whole process more streamlined and easier for all parties. In whatever requests you make, be sure that you ask permission for exactly what you intend to do, as obtaining permission for one type of copying does not cover you for other, unspecified copying. At the end of this article are generic forms for requesting permissions for duplication of various audio-visual materials.

2. Draft an official IALL policy statement on copyright, to include a piece on the importance of the development of institution-wide written guidelines for non-print media duplication. Such a statement would support labs that are having trouble with their administrations in getting such guidelines written.

The Consortium of College and University Media Centers developed a similar statement, which is actually a code of conduct with regard to copyright legislation. The code

states clearly that copyright violations are considered acts of theft, and urges the Consortium's membership to: 1) take professional responsibility for their own education on copyright, 2) abide by the copyright laws, 3) join with industry to inform users and colleagues, and 4) recognize that copyright owners will bring suit against violators.

3. Start a column in the IALL Journal for copyright questions. Getting a lawyer to give answers may be problematic, but if we all shared our questions, we could each bring the pertinent ones to our own legal counsel. Copyright updates could be a regular feature for bringing to the membership news of legal decisions and changes in copyright law. We encourage the sharing of information relevant to copyright. (See below for starters.)

Questions

These questions might help in formulating institutional guidelines and provide fodder for further fact-finding forays:

Q: If permission for use of an item is requested and no response received, does this constitute implied permission? In documenting that we have made every reasonable effort to locate the source of a particular program, what sort of records should we keep?

Q: What about term licensing arrangement when the license is for the "life of the tape" and tape life is not a specifically defined period (and one also subject to accidental non-malicious damage by users)?

Q: May copies be made of copyrighted materials for the purpose of sharing them on a no-cost basis among non-profit educational institutions? May the recipient institutions then make their own copies of the materials?

Q: May we alter lab materials by adding subtitles to original or copy videotapes? verbal identifiers to audio tapes?

Q: May we alter the content of audio or video originals for teaching purposes (excerpt scenes, make compilation recordings)?

May these be used in subsequent years?

Q: Does one have greater latitude in excerpting or otherwise altering copyrighted materials when using them for reasons other than its original intention, for example, taking material from feature films for its value as an example of language usage?

Q: If a publisher provides an audio tape program to our lab, at no cost or on a loan basis, can we make multiple copies of it for in-house use without permission? In other words, if the publisher is clearly seeking to make no profit from the distribution of the program, does that offer any kind of protection under law?

Q: Videotapes are very expensive: what if one fails? Can't we make a back-up copy?

Q: Are we permitted to circulate a copy of a video if we retire the original?

Q: What types of programs (foreign or domestic) can be recorded and kept without permission?

Q: If news programs are in the public domain, what specifically constitutes a news broadcast?

Q: Can we record foreign news broadcasts from radio and keep them as audio programming?

Q: What protection, if any, is needed if we lend copyrighted material to teachers who subsequently violate copyright law? Am I liable if I know a student or faculty member is engaging in wholesale copyright infringement?

Q: Can I make tapes from phonorecords or compact discs that faculty bring in?

Q: Is taking excerpts from phonorecords or compact discs acceptable?

Q: May copies of classical librettos be made for use in the lab?

Q: Can students browse through our video collection and watch whatever movies they like?

Q: If a faculty member has assigned a video tape as part of the required coursework but doesn't want to take classroom time to show the film in its entirety, can the students in the class watch the tape in the lab individually?

Q: May a faculty member rent a video for students' temporary usage at the lab?

Q: Although you cannot tape pay-TV (e.g., HBO) programs, can you tape non-pay network shows when they are shown over a cable system? What about satellite transmissions?

Q: May we relay satellite broadcasts through our own distribution system without permission?

Q: If a program is purchased for the lab in a foreign country and not available commercially in the US, may it be used and copied freely?

Q: Can we use and freely copy programs from non-Berne Convention signatory nations?

STUMP THE LAB DIRECTORS: My institution has a large music appreciation program. what's the most cost-efficient way to provide access to the musical selections that the students are required to listen to other than installing ten record players and purchasing ten copies for each record? There are 300 students in the program each semester.

Acknowledgements

We wish to thank members of NERALLD (New England Regional Association of Learning Lab Directors), whose professional support in addressing copyright issues (among others) has made this work possible. This article is based on several presentations on copyright given at the July '89 IALL Conference and the Fall '85 NERALLD session on copyright. At both conferences, we were fortunate to have the participation of Boston University's General Counsel Todd Klipp,

Copyright and Non-Print Media

and Kathleen Farrell, a lawyer with copyright expertise who also represents Boston University. Without these able lawyers' invaluable assistance and advice, we'd still be shooting in the dark.

Resources and References

AIME (Association for Information, Media and Equipment) P. O. Box 865, Elkader, IA 52043. Toll free copyright advice: 1 (800) 444-4203. Bev Brink runs it; Ivan Bender is the consulting attorney. They have a packet of sample institutional copyright guidelines and a good, inexpensive video, "Copyright Law: What Every School, College & Public Library Should Know."

"Copyright Primer for Librarians and Educators." American Library Association. 50 E. Huron St., Chicago, IL 60611.

Miller, Jerome. "Using Copyrighted Video Cassettes in Classrooms, Libraries & Training Centers." Copyright Information Services, 440 Tucker Ave., Friday Harbor, WA 98250.

"How to Acquire Legal Copies of Video Programs." Video Resources Enterprise, P.O. Box 191218, San Diego, CA 92119.

Information Technologies and Libraries. March 1986 & Sept. 1987 issues. (Letters between American Library Assoc. and motion picture industry counsels.)

Register of Copyrights, U. S. Copyright Office, Library of Congress, Washington, D.C. 20559. (202) 287-8700. (applications for copyright registration & other information)

"The New Copyright Law: Questions Teachers & Librarians Ask." National Education Association, Order Department, The Academic Building, Saw Mill Rd., West Haven, CT 06516. (check for most recent edition)

"The Guide to Copyright: New Law, New Directions." (booklet, cassette, filmstrip) Association for Educational Communications and Technology, 1126 16th St, NW, Washington, D.C. 20036. (check for most recent edition)

PROPOSED STANDARD FORM SEEKING PERMISSION TO COPY AUDIOTAPES

LETTERHEAD STATIONERY
 YOUR INSTITUTION
 YOUR ADDRESS
 YOUR PHONE

Date _____

TO: PERMISSIONS DEPARTMENT, (name of company)
 FROM: Your name, title, department

We are seeking permission to duplicate the following tape series for use at our institution:

_____	_____
(TITLE)	(OUR CALL #)

This program has been purchased at the request of the faculty for use by students at the institution. It is necessary to make multiple copies for use in the laboratory, since students with the same assignment are often in the lab concurrently. Also, it would be very helpful if we could duplicate copies for students to use at home, especially for disabled, commuting, and working students. A copyright notice will be affixed to all copies; any copies sold will be done so at cost.

Please check yes or no for *every* category listed below and return this form in the enclosed envelope. Your cooperation is greatly appreciated.

- | <u>YES</u> | <u>NO</u> | <u>CHECK YES OR NO FOR EVERY CATEGORY</u> |
|------------|-----------|---|
| () | () | 1. Permission to copy freely, with no restrictions. |
| () | () | 2. Permission to allow duplication by other non-profit educational institutions, for use in their facilities (e.g., through inter-library loans). |
| () | () | 3. Permission to copy for student use at home, distributed at cost by the laboratory. A signed agreement not to further duplicate such materials is required from the user (see attached form). |
| () | () | 4. Permission to copy for student use at home, distributed on a loan basis (i.e., all copies to be returned to the laboratory). |
| () | () | 5. Permission to make multiple copies for use in the laboratory setting and in classrooms at the institution. |
| () | () | 6. Permission to broadcast the program over the closed network system at the institution (describe your facilities). |
| () | () | 7. Alternative agreements or stipulations connected to one or more of the above categories are attached. |

_____	_____
Authorized Signature	Date

_____	_____
Name, please print	Title

Copyright and Non-Print Media

PROPOSED STANDARD FORM SEEKING PERMISSION TO COPY VIDEOTAPES

LETTERHEAD STATIONERY
YOUR INSTITUTION
YOUR ADDRESS
YOUR PHONE

Date _____

TO: PERMISSIONS DEPARTMENT, (name of company)
FROM: Your name, title, department

We are seeking permission to duplicate the following videotape(s) for use at our institution:

_____ (TITLE) _____ (OUR CALL #)

This program has been purchased at the request of the faculty for use by students at the institution. It is highly desirable for our laboratory to make additional copies of the tape, first as a protective measure against possible damage, and further, to provide more accessibility in a closed-circulation system. A copyright notice will be affixed to all copies.

Please check yes or no for every category listed below and return this form in the enclosed envelope. Your cooperation is greatly appreciated.

- | <u>YES</u> | <u>NO</u> | <u>CHECK YES OR NO FOR EVERY CATEGORY</u> |
|------------|-----------|---|
| () | () | 1. Permission to copy freely, with no restrictions. |
| () | () | 2. Permission to allow duplication by other non-profit educational institutions, for use in their facilities (e.g., through inter-library loans). |
| () | () | 3. Permission to copy for student use at home, distributed at cost by the laboratory. A signed agreement not to further duplicate such materials is required from the user (see attached form). |
| () | () | 4. Permission to copy for student use at home, distributed on a loan basis (i.e., all copies to be returned to the laboratory). |
| () | () | 5. Permission to make multiple copies for use in the laboratory setting and in classrooms at the institution. |
| () | () | 6. Permission to make a single back-up copy for circulation; the original will be protectively stored, not used. |
| () | () | 7. Permission to broadcast the program over the closed network system at the institution (describe your facilities). |
| () | () | 8. Alternative agreements or stipulations connected to one or more of the above categories are attached. |

_____ Authorized Signature _____ Date

_____ Name, please print _____ Title

**PROPOSED STANDARD FORM SEEKING PERMISSION TO BACK UP
PHONORECORDS & COMPACT DISCS**

LETTERHEAD STATIONERY
YOUR INSTITUTION
YOUR ADDRESS
YOUR PHONE

Date _____

TO: PERMISSIONS DEPARTMENT, (name of company)
FROM: Your name, title, department

We are interested in expanding the music collection of the (name the facility). We are unable to use records on our laboratory audio system. We would like permission to duplicate the records produced by your company which have been purchased by our institution for use in the (name facility). These duplicates will become part of our music tape collection for use by faculty, staff, and students at (name the institution). A copyright notice will be affixed to the copy.

The title for which we seek permission is:

disc number

title

our call #

TYPE OF REPRODUCTION A stereo cassette audiotape will be made of the entire disc to facilitate playback in the lab.

NUMBER OF COPIES Only one copy will be made of the entire disc.

USE TO BE MADE OF COPIES Tapes will be available on demand for music instruction programs and pleasure listening. Cassettes may be played through the lab's audio system or used on an individual basis for individualized instruction and self-paced learning.

DISTRIBUTION OF COPY The tape will be played exclusively through individual student, staff, or faculty request. There will be no charge for listening.

USE OF DISC Upon duplicating the entire disc, it will be placed in the laboratory archive, out of circulation, and will not be available for client use.

A self-addressed envelope is enclosed for your convenience. Please inform us below of any conditions you wish to apply to this use. And, if permission is granted, kindly send us your most recent catalog. Thank you.

Permission granted

Authorized signature

Date

Title

Conditions, if any:

PROPOSED STANDARD COPYRIGHT AGREEMENT FORM

LIMITATIONS:

NAME (PRINT)	SIGNATURE	ID #	CALL #(s) OF MATERIAL COPIED	DATE

AGREEMENT NOT TO COPY FURTHER: I shall NOT copy, and I shall NOT permit anyone else to copy, any tape recordings furnished to me by (your facility, your institution). I realize that to copy or to permit copying of these tapes would in some cases violate copyright laws and/or agreements the institution has made.

SET (AUTHOR: TITLE)

SET CALL #