

Conditions of Service and Use

In return for permission to procure reproductions of records from the Provincial Archives of Saskatchewan, the client agrees to the following conditions:

- Any and all responsibility for questions of copyright which may arise from the preparation of these reproductions or their use in any way will be assumed by the applicant.
 In accordance with the regulations of the *Copyright Act* (C-42), persons requesting a copy of a work(s) from the Archives are hereby notified that:
 - a) Any copy is to be used solely for the purpose of research or private study;
 - b) Any use of a copy for a purpose other than research or private study may require the authorization of the copyright owner of the work in question;
 - c) Only a single copy of any document may be provided.
- 2. The applicant holds the Archives blameless in all respects for use of the reproductions or their contents, and undertakes to file with the Archives a copy of any documents or rights or permissions or privileges procured from the holders of such inherent or residual rights, permissions, or privileges in regard to these reproductions or their contents.
- 3. The applicant agrees to pay the charges for reproductions requested at the current rates established by the Archives.
- 4. The applicant agrees to abide by the Archives' Conditions of Use for Reproductions when ordering reproductions.

Provincial Archives of Saskatchewan Conditions of Use for Reproductions

- 1. Copyright: Clients obtaining reproductions of records at the Provincial Archives of Saskatchewan (hereinafter the Archives) shall be responsible to ensure compliance with the Copyright Act. According to the Copyright Act, clients are permitted to obtain one reproduction of an image or document which is under copyright, for the purpose of research or private study, without permission of the copyright holder. However, for any purpose other than research or private study, it is the sole responsibility of the client to determine the copyright holder and to obtain permission to use reproductions which are not in the public domain.
- 2. **One Time Use:** Reproductions obtained at the Archives are for *one time use only* and may not be exhibited, resold or used for any other purpose than what is specified at the time a reproduction order is submitted. Reproduction in no way transfers copyright or property rights, nor does it constitute permission to commercially publish or distribute materials.
- 3. **Do Not Deposit in Other Repositories:** Reproductions obtained from the Archives may not be deposited in another library, archives or repository.
- 4. **Credit Statements:** All use of reproduced images and documents must identify the Archives as the source. If the purpose of the material is for use in a publication (print or electronic), a television, video or film production, a display, or any other electronically distributed format, reasonable steps need to be taken to provide credit acknowledgement to the Provincial Archives of Saskatchewan:

- In publications and newspapers, <u>a credit line with the words "Provincial Archives of</u>

 Saskatchewan" followed by the respective call number is required adjacent to the photograph.
- In electronic formats such as websites and CD-ROMs, the reproduction must identify the Provincial Archives of Saskatchewan as the source and include the appropriate call number. Credit should appear next to the image, and, if distributed electronically, the caption should be integrated into the image.
- In documentary films and longer productions where acknowledgements are placed at the end, this may be accomplished by using the words "Provincial Archives of Saskatchewan."
- In news items and shorter video/film productions a "super" with the abbreviation "Prov Archives of Sask" will be acceptable.
- 5. **Resolution Permitted for Internet Use:** Reproductions obtained at the Archives and posted on the internet must not exceed a resolution of 600 x 600 pixels at 96 dpi, unless special permission is obtained from the Archives.
- 6. **Altering Reproductions:** In accordance with the *Copyright Act*, which protects a creator's moral rights, reproductions obtained at the Archives must be reproduced accurately and without alteration that compromises their historical or artistic integrity. They may be cropped or resized, but their content must not be altered unless authorized by the creator of the work.
- 7. **Copies to the Archives:** The Provincial Archives of Saskatchewan would be grateful to receive a copy of any produced work which contains a digital reproduction from the Archives' collection.
- 8. **Indemnity:** Clients will indemnify and hold the Provincial Archives of Saskatchewan, its agents and employees harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of or in connection with the reproduction of the documents or the use thereof.
- 9. Commercial Use of Reproductions of Archival Records: The intent to use reproductions for commercial purposes must be declared at the time that reproductions are being ordered. Purchase of reproductions from the Archives for commercial use purposes is subject to Commercial Use Fees.

Commercial use fees are not related to copyright. Payment of commercial use fees does not license a client to use a copyrighted work; copyright permissions must be negotiated separately with the copyright holder.

- a. **Commercial Use:** The payment of Commercial Use fees licenses the use of the **Reproductions of Archival Records**, in whole or in part, to create an original Program or Work or Product for publication, advertising or display purposes, with the following conditions:
 - intended use to be stated when ordering the reproduction(s);
 - for one-time use only;
 - for non-exclusive use (definition: not an exclusive right or privilege to use the reproduction; in other words, other clients may also license and use a reproduction of the same archival records.)
 - may use to promote, advertise, or market the Program or Work or Product;
 - for published educational products (when clearly identified as educational products in the intended use statement on a Request for Reproduction at the time that a related Reproduction of Archival Records was ordered), conditions also include:

- to use the Reproductions of Archival Records in the next subsequent edition of a published work;
- to publish, reproduce, distribute, publicly display, translate, perform, or create nondramatic recordings;
- to use in any related educational products (teacher editions, translations, adaptations, custom versions, audio and audio visual versions, chapters, instructional material such as workbooks, teacher materials, presentation materials, web sites);
- o no print quantity limitations for publications;
- the Client's customers or users may access, post, download, share, reproduce and display educational products, including the Permissioned Materials, for non-commercial, educational and instructional purposes
- Subsequent use of **Reproductions of Archival Records** other than for the purpose first negotiated must be negotiated separately with the Provincial Archives of Saskatchewan; additional fees will be levied accordingly.
- Merchandise Use: Conditions of use for reproductions of archival records obtained for the
 purposes of producing commercial merchandise must be negotiated and settled upon in a
 licensing agreement entered into with the Provincial Archives of Saskatchewan, on a case-bycase basis.