

# QUESTIONS & ANSWERS ON COPYRIGHT FOR THE CAMPUS COMMUNITY

*7th Edition*



- Association of American Publishers
- Association of American University Presses
- Copyright Clearance Center
- National Association of College Stores
- Software & Information Industry Association



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Questions & Answers on Copyright for the Campus Community 7th Edition

This document is also available on the Association of American Publishers web site at <http://www.publishers.org>, the Association of American University Presses web site at <http://www.aaupnet.org>, the Copyright Clearance Center web site at <http://www.copyright.com>, the National Association of College Stores web site at <http://www.nacs.org>, and the Software & Information Industry Association web site at <http://www.siaa.net>.

A 12-minute videotape entitled, "*A Shared Set of Values Copyright and Intellectual Property in the Academic Community*," designed to increase copyright awareness and stimulate discussion among students on this important issue, is available for purchase from the Association of American Publishers (AAP) and the Software & Information Industry Association (SIIA). For further information write AAP, 71 Fifth Avenue, NY, NY 10003; or SIIA, 1090 Vermont Avenue, NW, 6th Floor, Washington, DC 20005.

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# Section I

## INTRODUCTION

Reproduction of copyrighted material without prior permission of the copyright owner, particularly in an educational setting, is an issue of concern for the academic community.

Although copying all or part of a work without obtaining permission may appear to be an easy and convenient solution to an immediate problem, such unauthorized copying may violate the rights of the author or publisher of the copyrighted work, and be directly contrary to the academic mission to teach respect for ideas and the intellectual property that expresses those ideas. Without understanding the copyright law, including elements such as the doctrine of "fair use" and its application and limitations in the educational setting, faculty members, students, centers, college stores, universities, colleges and others will be at risk for engaging in illegal copying.

This booklet is intended to aid you in conforming to the requirements of U.S. copyright law by providing an easy-to-understand guide. This guide, in question-and-answer format, presents a current overview of relevant sections of the Copyright Act, including:

- The requirements for protection of copyrighted works from unrestricted copying;
- The doctrine of fair use and its limitations;
- Issues pertaining to software and the Internet;
- Procedures on how to obtain permission to reproduce copyrighted material;
- Information on e-reserves and how principles of "fair use" apply;
- Summaries of the Digital Millennium Copyright Act and TEACH Act;
- Guidelines on ADA-compliant requests

The goal of this booklet, co-sponsored by the Association of American Publishers (AAP), Association of American University Presses (AAUP), Copyright Clearance Center (CCC), National Association of College Stores (NACS), and Software & Information Industry Association (SIIA), is to clarify the issues and present information and procedures that will result in greater understanding of the rules governing use of copyrighted works and facilitate the permissions process.

This booklet may be viewed as complementary to *Campus Copyright Rights and Responsibilities: A Basic Guide to Policy Considerations* (2006), co-sponsored by the AAP, AAUP, Association of American Universities (AAU), and the Association of Research Libraries (ARL) and endorsed by the American Council on Education (ACE) and the Authors Guild. That 30-page document, which is accessible at the web sites of the sponsoring organizations, is intended to set forth these groups' "common understanding regarding the basic meaning and

practical significance of copyright for the higher education community" in order to facilitate the formulation and implementation of copyright policies at universities. In contrast, this much shorter booklet aims to provide an easy-to-understand guide for users of copyrighted material who need to solve practical problems in their daily lives.

## QUESTIONS AND ANSWERS CONCERNING COPYING PRINT AND DIGITAL WORKS

### 1. ***What is copyright? What does it protect? How long does it last?***

Copyright is the right granted by law to an author or other creator to control the use of the work created. The copyright law grants owners of copyright (authors, other creators and publishers) the sole right to do or allow others to do each of the following acts with regard to their copyrighted works:

- to reproduce all or part of the work
- to distribute copies (including by transmission through the internet)
- to prepare new (derivative) versions based on the original work
- to perform the work publicly
- to display the work publicly

Copyright protection covers both published and unpublished works. The fact that a previously published work is out of print does not affect its copyright. This protection exists to foster and induce the creation of all forms of works of authorship. These works include books, newspapers, magazines, computer software, multimedia works, sound recordings, audio-visual works, dissertations, research papers, photographs and other works. The copyright law protects works by providing fair returns to creators and copyright owners. To the extent copies are made without permission, publishers and authors, including faculty, are deprived of revenues in the very markets for which they have written and published. Such unauthorized and uncompensated copying could severely reduce their incentive to create new materials in all formats.

Copyright protection in works created from January 1, 1978 on generally lasts for 70 years after the author's death. Copyright protection in works created between January 1, 1923, and December 31, 1977, generally lasts 95 years from first publication. Copyright in works created by businesses or as a "work made for hire" can last for 95 years from publication. After a work is no longer protected, it falls into the public domain. A handy table summarizing information about duration of copyright is available at: <http://www.unc.edu/~unclng/public-d.htm>., and a more detailed summary is available at <http://www.press.uchicago.edu/Misc/Chicago/copyright.html> (see part IV).

## **2. What types of works can claim copyright protection?**

Copyright protection exists in “original works of authorship” that are “fixed in a tangible medium of expression.” Among the types of works that are subject to copyright protection are literary, dramatic, musical, choreographic, pictorial, graphic, pantomime, sound recording, sculptural, motion picture, and audio-visual. These categories include reference works (including dictionaries), video cassettes, DVDs, and computer programs and databases. Works are protected in any medium, such as print, digital, or online.

Copyright protection does not extend to facts, ideas, procedures, processes, systems, concepts, principles, or discoveries. However, a work such as a database and other compilation of facts, or literary work that incorporates ideas along with other expression is protected by copyright.

## **3. How do I find out who owns the copyright for a particular work?**

You should consult the location on the work or packaging containing the copyright notice (such as the copyright page in a book, or a link to a “copyright / legal” page on a website), as well as any acknowledgments. If you have a photocopy or other reproduction that does not contain a notice of copyright or acknowledgments, consult an original copy of the work.

Most works contain a copyright notice, but because copyright ownership can be transferred after publication, your copy may not identify the current copyright owner. Works published after March 1, 1989, are not required to carry a copyright notice in order to be protected under the law. Therefore, the absence of a copyright notice does not mean that the work in question may be freely copied.

If the work does not contain a copyright notice, the notice is no longer accurate, or you are unable to locate the person or entity identified in the notice, the first step in determining ownership is to contact the publisher of the work that you wish to copy. In most cases the publisher will either control the rights or be able to refer you to the current owner. For unpublished works, permission to copy must be obtained from the author of the work. If these steps prove unsuccessful, you should contact the U.S. Copyright Office. The U.S. Copyright Office maintains records of registered works by author and title, some of which may be searched online at <http://www.copyright.gov/records/>. For more information, ask the Copyright Office to send you Circular 22, “How to Investigate the Copyright Status of a Work,” by phoning (202) 707-9100, or going to <http://www.loc.gov/copyright/circs>.

## **4. What are the penalties for copyright infringement?**

Civil and criminal penalties may be imposed for copyright infringement. Civil remedies can include an award of monetary damages (substantial

statutory damages, which, in cases of willful infringement, may total up to \$150,000 per work infringed, or actual damages, including the infringer's profits), an award of attorney's fees, injunctive relief against future infringement, and the impounding and destruction of infringing copies and of equipment used to produce the copies.

**5. What is "fair use?" How does it affect copyrighted material?**

Fair use" is a defense to an allegation of infringement under the U.S. copyright law that excuses otherwise infringing limited use of portions of a copyrighted work without the copyright owner's permission for purposes such as criticism, comment, news reporting, teaching, scholarship, or research. There are no black - and - white rules for determining whether a particular activity may be considered a permissible fair use. Instead, Section 107 of the Copyright Act establishes four basic factors that must be considered in deciding whether a use constitutes fair use. These factors are:

- A. The purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- B. The nature of the copyrighted work;
- C. The amount and substantiality of the portion used in relation to the copyrighted work as a whole;
- D. The effect of the use upon the potential market for or value of the copyrighted work.

No one factor alone determines a person's right to use a copyrighted work without permission.

**6. Is all copying by educational institutions fair use?**

No. Although Section 107 of the Copyright Act includes teaching, scholarship, and research along with making "multiple copies for classroom use" among the uses of copyrighted works that may qualify as fair use, none of these uses automatically qualifies as a fair use. Both Congress and the Supreme Court have rejected the notion that all "educational uses" or all uses by educational institutions are fair uses. Whether copying for these or any other uses constitutes "fair use" must be determined, within the facts and circumstances of each particular use, by application of the four statutory criteria enumerated in Section 107. Be aware that the commercial or for-profit nature of custom coursepacks (anthologies) compiled and sold on college campuses weighs against the first factor of "fair use" (see question 5 above) even though such use lies within an educational setting. Such use requires permission directly from the publisher, or from the publisher's licensing representative, such as the Copyright Clearance Center. Section 110 of the Copyright Act contains limited exemptions for certain uses of copyrighted materials in "face-to-face" classroom situations or in "instructional broadcasting" programs conducted by nonprofit educational institutions, but there is no blanket

exemption from copyright liability for educational uses or uses by educational institutions.

**7. Are there guidelines for educators and students to decide what is fair use?**

Yes. To help students and educators decide whether fair use permits them to copy a work without permission, representatives of educators, authors, and publishers have created several sets of negotiated guidelines. Two sets of such guidelines, known as the "Guidelines for Classroom Copying in Not-For-Profit Educational Institutions with Respect to Books and Periodicals" and the "Guidelines for Educational Uses of Music," were explicitly accepted "as part of their understanding of fair use " by the House and Senate conferees when Congress enacted the most recent comprehensive reform of U.S. copyright law in the Copyright Act of 1976. (See Appendix A - Guidelines for Classroom Copying.)

For more information about fair use and guidelines, ask the U.S. Copyright Office to send you "Circular 21 - Reproduction of Copyrighted Works by Educators and Librarians." The Copyright Office can be reached at (202) 707-9100, and at <http://www.loc.gov/copyright/circs>.

**8. What were the Kinko's and Michigan Document Services cases, and how did they affect college bookstores and copy shops that produce and sell customized course anthologies?**

Both were key cases related to fair use. The decisions in both cases provide the most relevant judicial guidance about copyright law as it pertains to coursepacks, indicating that making and selling coursepacks without permission of the copyright owner are likely to be infringing unless the statutory "fair use" criteria of Section 107 of the Copyright Act are met. Trial records from these cases showed that college stores were already operating legitimate custom publishing operations after obtaining permission from the copyright owners and producing custom anthologies containing authorized excerpts. The court decisions supported the practices of these stores. (See Appendix B for further details.)

The Kinko's case refers to a lawsuit for copyright infringement against Kinko's Graphics Corporation in 1989 by eight book publishers. The Court held that Kinko's practice of unauthorized photocopying of multi-page excerpts from copyrighted works to create coursepacks for sale violated the publishers' copyrights. Kinko's practice of copying without permission deprived publishers and authors of royalty income. The decision prohibited unlawful reproduction and sale of anthologies made without copyright permission.

The Michigan Document Services (MDS) case in 1996 was a lawsuit for copyright infringement against Michigan Document Services, Inc., by



three publishers including Princeton University Press. The publishers challenged MDS's production of coursepacks containing excerpts of copyrighted works without permission. The Sixth Circuit of the U.S. Court of Appeals upheld a lower-court ruling that this educational use of illegally copyrighted materials was not fair use.

**9. Will faculty members who assign customized course anthologies, or the colleges at which they teach, be liable for copyright infringement?**

Anyone who violates any of the exclusive rights of the copyright owner is an infringer. In 1983, a number of publishers coordinated a suit against New York University and nine professors for creating similar coursepacks. The action was settled with the adoption of certain procedures by NYU. Since that time, faculty and school administrations have generally been sensitive to the copyright law and have widely followed the Classroom Guidelines (see Appendix A), with respect to printed coursepacks.

**10. What are e-reserves? How do e-reserves differ from printed coursepacks for copyright purposes?**

The term "e-reserves" – short for "electronic reserves" – is commonly used to describe course readings that are digitized and made available on an academic department or library network site to students enrolled in the class. Students usually each need a password to access the readings and then may download and print their own copies. Unlike traditional paper reserves, posting readings in e-reserves always requires making copies of the original materials, and e-reserve systems typically make the readings available simultaneously to all students in the class, anywhere or anytime they choose. Permissions must be cleared for such use of materials in an e-reserve system just as they must be cleared for use in coursepacks.

Please see the AAP FAQ's on E-Reserves. These are available online at: <http://www.publishers.org/press/releases.cfm?PressReleaseArticleID=204>

**11. How do principles of "fair use" in copyright law apply to materials included in e-reserve systems?**

The statute avoids specific answers and directs us to consider the four factors equally when determining if a particular use is "fair use," and it is always best to remind ourselves that "fair use" is an "affirmative defense" to an action for infringement of the exclusive rights of copyright. An affirmative defense means that infringement occurred, but it was legally excused.

As a general rule, if use of the content would not be considered "fair use" in hard copy, it is not likely to be considered "fair use" in digitized form, whether as part of an e-reserve system or otherwise.

The applicability of "fair use" principles to materials in e-reserve systems

will, as in all “fair use” cases, depend on the particular facts and circumstances involved. For example:

- A. If the use does not qualify as fair use when all of the four factors are analyzed (giving due weight especially to the impact of the use on the potential market for the original work), then it is a violation of copyright whether or not the provider of the material is a nonprofit educational institution.
- B. If the amount of material from one work included in an e-reserve system is more than minimal, and the work itself can be readily purchased or licensed for use in an e-reserve system, the inclusion of that material in the e-reserve system is not likely to constitute “fair use” because its inclusion – when considered under the statutory factors – would have a direct, negative effect on the “potential market” for the sale or licensing of the work.
- C. If e-reserve postings are used to substitute for the purchase of books, or for the purchase or licensing of other copyrighted materials that would be used in course work, their use is not likely to constitute “fair use.”
- D. There is no “first-time” exception in fair use; if use of the content does not qualify as fair use, it should not be used as such, even once.

**12. *What should I do if some of the material I want to use is credited to a copyright owner that is not the copyright owner of the work itself?***

Oftentimes a work contains a variety of copyrighted items that are used by permission of another copyright owner. In most of these instances, the copyright owner of the entire work has obtained only nonexclusive permission to use these items. You should check the credits and acknowledgments in the work to identify the rightful owners of these copyrighted items and contact them for permission.

**13. *Other than under the fair-use doctrine discussed in questions 5 through 7, can I ever copy material without infringing someone’s copyright?***

Works in the public domain may be freely copied; however, collections, translations, and edited versions of works in the public domain may be protected by copyright. Works in the public domain include works that have never been the subject of copyright protection and works whose term of copyright protection has expired.

In addition, most works created by the U.S. government, including documents prepared by an officer or employee of the federal government as part of that person’s official duties, are in the public domain and thus may be freely copied. The right to copy U.S. government-created works without permission, however, does not extend to documents published by

others with the support of U.S. government funds, grants, or contracts; to portions of government documents that contain copyrighted material from other nonprofit sources; or to publishers' edited, annotated, or compiled versions of such documents.

Absence of a copyright notice does not necessarily indicate that the work is in the public domain. Similarly, the fact that the author is deceased or the book is out-of-print does not mean that the work is in the public domain. When in doubt about the status of a work, it is best to contact the publisher or author's representative to determine whether the work is still protected by copyright.

**14. *What if I request permission and I don't get a response?***

If you don't receive a response to your request for permission, you cannot assume that you have been granted the necessary permission.

**15. *What can I do if course material has been ordered for a class but is late in arriving at the bookstore?***

You may be able to obtain permission from the copyright owner to photocopy or digitize a portion of the material until the book arrives. Each publisher has different procedures regarding such matters. You should contact the publisher to determine what procedures the publisher follows.

**16. *Can a college store be liable for infringement if it unknowingly copies or sells works where permission has not been obtained?***

Yes. Copyright is a "strict liability" claim for which knowledge is not required. A store can be liable for unknowingly copying or selling works where permission is required. An indemnification agreement obtained from the provider of the materials to be copied or sold by the store will not absolve the store from liability to the copyright owner.

**17. *When can copyrighted works be uploaded to or downloaded from the Internet?***

You may upload or download copyrighted works when you are the copyright owner of the works, when you have permission from the copyright owner, or when uploading or downloading could be considered to be a fair use.

At least three exclusive rights of copyright are involved in uploading and downloading from the Internet. Uploading involves reproducing and displaying the copy and downloading involves making a copy and distributing the copy. Educators and students should consider the Guidelines discussed in this booklet before using copyrighted works on the Internet. For more information, consult the copyright information on the web site or request permission from the webmaster.

## 18. **What is the TEACH Act?**

The Technology, Education and Copyright Harmonization Act (TEACH Act) was signed into law in November of 2002. The Act revised an existing exemption in the Copyright Act to authorize, for digital distance education purposes, performances and displays of copyrighted works that are analogous to the kinds of performances or displays of such works that take place in a live classroom setting. Although the Act expands the categories of works that can be reproduced for distance education, the Act includes several additional safeguards to prevent the unauthorized use of copyrighted materials, including: 1) requiring the performance or display of the work to be made by or at the direction of an instructor as an integral part of a class session; 2) requiring reception of the performance or display of the work be limited to students officially enrolled in the course for which it is made; 3) requiring transient copies to be retained only as long as reasonably necessary to complete the transmission; and 4) limiting performance of certain works to reasonable and limited portions.

### ***Below is a checklist to assist you in determining whether or not you are ready to use the TEACH Act:***

- My institution is a nonprofit educational institution or a governmental agency.
- It has a policy on the use of copyrighted materials.
- It provides accurate information to faculty, students and staff about copyright.
- Its systems will not interfere with technological controls within the materials I want to use.
- The materials I want to use are specifically for students in my class.
- Only those students will have access to the materials.
- The materials will be provided at my direction during the relevant lesson.
- The materials are directly related and of material assistance to my teaching content.
- My class is part of the regular offerings of my institution.
- I will include a notice that the materials are protected by copyright.
- I will use technology that reasonably limits the students' ability to retain or further distribute the materials.
- I will make the materials available to the students only for a period of time that is relevant to the context of a class session.
- I will store the materials on a secure server and transmit them only as permitted by this law.
- I will not make any copies other than the one I need to make the transmission.

- The materials are of the proper type and amount the law authorizes:
  - Entire performances of nondramatic literary and musical works.<sup>1</sup>
  - Reasonable and limited parts of dramatic literary, musical, or audiovisual works.<sup>2</sup>
  - Displays of other works, such as images, in amounts similar to typical displays in face-to-face teaching.<sup>3</sup>
- The materials are not among those the law specifically excludes from its coverage:
  - Materials specifically marketed for classroom use for digital distance education.
  - Copies I know or should know are illegal.
  - Textbooks, coursepacks, electronic reserves, and similar materials typically purchased individually by the students for independent review outside the classroom or class session.
- If I am using an analog original, I checked before digitizing it to be sure:
  - I copied only the amount that I am authorized to transmit.
  - There is no digital copy of the work available except with technological protections that prevent my using it for the class in the way the statute authorizes.

*Checklist created by Georgia Harper, University of Texas System. Permission granted to include in pamphlet June 4, 2003.*

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<sup>1</sup> Nondramatic works exclude audiovisual works but include works such as poetry, short story, and nondramatic musical works other than opera, music videos, and musicals.

<sup>2</sup> Includes all audiovisual works such as films and videos of all types, and any dramatic musical works excluded above.

<sup>3</sup> Includes still images of all kinds.

## **19. What is the Digital Millennium Copyright Act (DMCA)?**

The DMCA was enacted in October 1998 primarily to bring U.S. copyright law into conformity with provisions of two World Intellectual Property Organization treaties to which the U.S. is a signatory. This Act facilitates the creation of a secure digital environment for use of copyrighted materials by encouraging the deployment of, and respect for, encryption and other technological protection systems. Accordingly, the DMCA prohibits (with certain limited exceptions): (1) manufacturing, importing, distributing, and providing products or services whose main purpose is to circumvent these systems; (2) taking action to engage in circumvention so as to gain unauthorized access to copyrighted works; and (3) removing, falsifying, or tampering with "copyright management information" (that is conveyed electronically with copyrighted works to identify them and their owners and provide other pertinent data about them). Beyond satisfying treaty obligations, the Act also seeks to clarify the rules for operating digital networks by (1) defining the circumstances that limit the liability of those entities that provide network services

and (2) establishing procedures to facilitate the identification and correction of infringing activities engaged in by users through such networks.

Nothing in the DMCA would prevent an alleged infringer of a digital work from claiming that his or her use of the work was fair use under Section 107 of the Copyright Act. The same four factors would be considered in determining whether the use of the material was fair. However, the anti-circumvention provisions of the DMCA, referred to above, may have the practical effect of limiting access to, and therefore limiting use of, digitized works that are protected by encryption or other technological devices that physically prevent unlicensed copying, distribution, display, or performance of any portion of the works.

## **20. *What special relevance does the DMCA have for the campus community?***

By sanctioning the deployment of technological systems, the DMCA recognizes the rights that copyright owners (including university presses) have to protect their works against unauthorized access and copying that can be especially damaging in the open environment of higher education where the “free” exchange of information and ideas is encouraged.

However, the DMCA provides certain categories of immunity, or “safe harbors,” for online service providers (“a provider of online services or network access, or the operator of facilities therefore”). If colleges, universities, and college bookstores qualify under the DMCA as “service providers,” they may likely take advantage of the DMCA “safe harbor” limitations when acting as a service provider, regardless of whether such institutions are non-profit. In order to take advantage of these “safe harbors,” a service provider must register a copyright agent with the U.S. Copyright Office at <http://www.loc.gov/copyright/>, adopt and implement copyright policies, educate the campus community about the copyright law, implement a “notice and takedown” procedure for addressing receipt of infringement notices, and otherwise meet the requirements for protection.

The statute creates four categories of infringement for which a service provider may be eligible for protection, including (1) transitory communications, such as transmitting digital information from one point on a network to another at a third party’s request; (2) system caching, which is the practice of retaining copies of third-party material only for a limited time period; (3) information location tools, such as search engines and hyperlinks; and (4) storage of information on systems or networks including the posting of infringing material by a student, professor, or other third party on a college or university web site. (The fourth category is probably the most important in terms of relevance to an institution of higher education.) For more information on the Digital Millennium Copyright Act of 1998, go to <http://www.loc.gov/copyright/legislation/dmca.pdf>.

# QUESTIONS AND ANSWERS CONCERNING COPYING NETWORKING SOFTWARE

## **21. *What are the laws with regard to copying software?***

Generally, copyright law applies to computer software the same as it does to other copyrighted works. However, the copyright law permits the owner of a particular copy of a program to make a copy of that program for archival purposes so long as the copy is destroyed once the original software is transferred or sold. In limited circumstances, a copy or adaptation may be made as an essential step in using the program in a computer. It is important to note that, in most cases, when buying the software, you are actually acquiring only a license to use the software. Where the software is licensed, the license will govern the permitted uses of the software. Accordingly, you should consult the license for the terms and conditions of the use of the software (such as whether it can be posted on course websites).

## **22. *What is a software license agreement? How does it relate to copyright?***

A software license agreement allows the purchaser to use the software subject to the terms of the license. The purchaser has not bought the software but only licensed it. The purchaser does not have the right to copy or transfer the software to another party unless provided for in the license agreement.

## **23. *Does fair use apply to computer programs?***

Yes, but because most copying involves the entire computer program, rather than a portion of it, the unauthorized copying will rarely be considered fair use.

## **24. *What if a school owns an old version of a software program and wants to purchase additional copies but the program is now unavailable? Can the old software package be copied in such a case?***

The software program cannot be copied without first obtaining the permission of the publisher or copyright owner. Some software publishers permit copies to be made in such cases if additional licenses of the new version are purchased. Other publishers allow copies of the old program to be made if upgrades are purchased. Many publishers offer educational discounts that may make it economical to upgrade all older versions.

## **25. *Is there any way to manage networks to ensure that software is not copied?***

Yes. A school can purchase "metering" software that tallies the number of license agreements that the school owns and the number of copies

made and accessed. Also, software auditing programs are available for purchase. These programs keep a log of existing license agreements and tell users what software is installed on their hard drive or server. These programs help to manage software ownership and reduce the possibility of accidentally pirating software. Information about these programs and other educational tools and resources are available on the Software & Information Industry Association home page ([www.siiia.net](http://www.siiia.net)).

**26. What does the expression "pirating software" mean?**

It means making an impermissible copy of software.

**27. Can computer software be resold?**

If a copy of a computer software program is purchased instead of obtained through a license, the purchaser has the right to transfer that one copy of the material. The "First Sale Doctrine" allows the copyright owner to control the initial sale or distribution of the material to the public, but once title to the material changes hands, the copyright owner has no right to control the subsequent resale or transfer of that one copy.

The First Sale Doctrine applies only to copies of the material that were lawfully made or obtained. Thus, if the computer software was a pirated copy, the purchaser does not have the right to subsequently transfer or sell that copy.

If the computer software is obtained through a license, as is the case for most software, the First Sale Doctrine is inapplicable and the user should consult the license agreement to determine whether the copy may be resold.

**28. At my school, if we need an additional copy of a software program that the school has already purchased we just make another copy and give it to the person who needs it. We all assume that this must be acceptable since it was the school that purchased the software in the first place.**

Such conduct exposes the school (and possibly the persons involved) to liability for copyright infringement. Consequently, more and more schools concerned about their liability have written policies against such "softlifting". Employees may face disciplinary action if they make extra copies of the school's software for use at home or on additional computers at the school. A good rule to remember is that there must be one authorized copy of a software product for every computer upon which it is run.

**29. Can I take a piece of software owned by my school and install it on my personal computer at home if instructed to do so?**

A good rule to follow is one software package per computer, unless the terms of the license agreement allow for multiple use of the program. But



some software publishers' licenses allow for "remote" or "home" use of their software. If you travel or telecommute, you may be permitted to copy your software onto a second machine for use when you are not on your school's computer. Check the license carefully to see if you are allowed to do this.

**30. *What should I do if I become aware of an organization or individual that is not compliant with the copyright law or its software licenses?***

Cases of software piracy or noncompliance with software licenses can be reported on the Internet at <http://www.siiia.net/piracy/report.asp> or by calling the Anti-Piracy Hotline: (800) 388-7478. Piracy of other types of electronic content including publications (such as books, magazines, and newsletters) and articles may also be reported to SIIA at the above website.

**31. *Is there some type of certification available to those responsible for managing a company's website?***

Yes, this program is called the Certified Software Manager (CSM) seminar, developed by the SIIA, the CSM seminar addresses the specific needs of software managers, technical support specialists, and purchasing agents who must ensure their organizations are software compliant. Through the CSM seminar participants learn how to identify the components of an effective software management plan; understand complex software licensing agreements; become a savvy information technology buyer; negotiate more favorable software license agreements by matching licensed inventory to user needs; untangle the details of the self - audit process and prepare to earn the widely recognized CSM designation. For more information on the CSM program visit <http://www.siiia.net/piracy/seminars.asp>.

## **OBTAINING PERMISSION TO COPY**

Publisher contact information for clearing permissions is available on the Association of American Publishers website at <http://www.publishers.org/about/rpacurls.cfm> and the Association of American University Presses website at <http://www.aaupnet.org/membership/directory.html>. In addition, online permission is available for some materials from the Copyright Clearance Center's website, [www.copyright.com](http://www.copyright.com).

**1. *Request permission before or at the same time you order textbooks.***

The earlier your request is received the better, in case it cannot be granted and you need to substitute other materials. Publishers do not always control the rights and need time to research the extent to which permission may be granted or to refer you to the correct copyright owner. Each

request requires a careful check of the status of the copyright, a determination of the exact materials to be duplicated (which sometimes involves ordering a copy of the material from a warehouse). In other words, the greater the lead time you give the copyright owner to respond to your request, the more likely it is that you will get the permission you seek in a timely fashion.

## **2. Individual requests may be directed to the publisher's Rights and Permissions Department.**

The page containing the copyright notice shows who owns the copyright, the year of publication, and the publisher's name. The acknowledgment page may also contain information regarding copyright ownership. If the rights are held by the author or another publisher, you will be referred to the correct copyright owner. If the address of the publisher does not appear with the material, it may be obtained from a variety of resources such as the National Association of College Stores' Book Buyers' Manual; the American Booksellers Association's Publishers Directory; the Association of American University Presses Directory (available from the University of Chicago Press); Books in Print; The Literary Marketplace (for books); The International Literary Marketplace (for international listings); or Ulrich's International Periodicals Directory (for journals), published by R.R. Bowker Co., and available in any library. Your college store also has access to a few of these and similar resources. The Software & Information Industry Association includes a directory of software publishers on its home page (<http://www.siaa.net>). The Authors Registry can help you find specific authors. The Authors Registry can be reached at <http://www.authorsregistry.org> or by writing to Authors Registry, 31 East 28th Street, 10th Floor, New York, NY 10016.

Some publishers and copyright owners have registered their titles with the Copyright Clearance Center (CCC), a non-for-profit clearinghouse for clearing permissions for over 1.75 million titles. The CCC offers an online service for clearing permission for analog and e-coursepacks at <http://www.copyright.com>. The CCC can also be reached by writing to 222 Rosewood Drive, Danvers, MA 01923.

## **3. Include all of the following information in your request:**

- A. Author's, editor's, translator's full name(s);
- B. Title, edition, and volume number of book, journal, or other material.
- C. Copyright date;
- D. ISBN for books, ISSN for magazines and journals;
- E. Numbers of the exact pages, figures, and illustrations;
- F. If you are requesting a chapter or more: both exact chapter(s) and exact page numbers;
- G. Number of copies to be made;

- H. Whether material will be used alone or combined with other photocopied materials;
- I. Name of your college or university;
- J. Course name and number;
- K. Semester and year in which material will be used;
- L. Instructor's full name.

## Section II

### **OBTAINING ELECTRONIC FORMATS FROM PUBLISHERS TO SERVE STUDENTS WITH DISABILITIES**

To aid higher education institutions in meeting their legal obligations to ensure that students with disabilities have equal and effective access to instructional materials, some states have passed legislation requiring publishers to fulfill requests for electronic formats of their textbooks and other instructional materials (commonly referred to as "e-text") from college and university disabled student services (DSS) offices. A list of these statutes can be found on the Higher Education Publishing section of AAP's website ([www.publishers.org](http://www.publishers.org)). Many publishers fulfill electronic format requests by institutions in states without such legislation as well.

### **WHAT MATERIALS MAY BE REQUESTED, BY WHOM, AND FOR WHAT PURPOSE, AS STATED IN THE APPLICABLE STATUTES?**

#### **1. *What types of materials are covered by state laws requiring publishers to provide electronic formats?***

Usually, state e-text laws only apply to works primarily published for students in postsecondary instruction (for example, a college textbook, as opposed to a novel or other general interest book) that are, in the determination of the class professor, required or essential for success in a course in which the student with a disability is enrolled. Furthermore, a number of the statutes provide an exemption for the publisher in the case of instructional materials with complex formatting, such as mathematics and science materials, when technology is not available to convert them into a format that maintains their structural integrity and is compatible with commonly used Braille and speech synthesis software.

#### **2. *Who should make an electronic format request to a publisher on behalf of a disabled student?***

Any request should be made by the coordinator of services for students with disabilities, or by the official responsible for monitoring compliance with the Americans with Disabilities Act of 1990 (ADA), at the particular campus of the college or university where the student with a disability is enrolled. A sample permission form is provided in Appendix D.

### **3. Why are publishers required under these state laws to provide electronic formats to institutions?**

DSS offices are requesting e-text from publishers to help the offices meet the students' needs. However, the institutions, and not publishers, are the party legally responsible for providing disabled students with the necessary accommodations (such as electronic or other alternate formats) to have equal and effective access to instructional materials.

### **4. How is "e-text" used to assist students with disabilities?**

The e-text may be used directly by the student (such as with software tools that convert the electronic text into synthetic speech that is read aloud by the student's computer or handheld device), or converted by the institution into a specialized format for use by the student (such as where the DSS office contracts with a third party vendor to convert the text into Braille).

The institution will often make structural revisions or enhancements to the e-text provided by the publisher, such as by reformatting it and/or embedding keywords (i.e., "tags") in the file to help the student navigate the text.

## **WHO BY LAW HAS TO PROVIDE ACCOMMODATIONS TO THE STUDENTS?**

### **1. Who is required to provide alternate formats to students with disabilities?**

Under the federal Rehabilitation Act and Americans with Disabilities Act, most colleges and universities are required to provide disabled students with equal access to instructional materials in a way that makes them as effective for the student as the instructional materials provided to non-disabled students. Also, states have their own laws protecting the rights of the disabled and requiring institutions of higher education to provide accommodations for college students with disabilities. Publishers are not charged with providing the students equal and effective access to instructional materials, either under the federal or the state laws, although they work with the institutions on efforts to fulfill this goal. The only legal requirement for the publishers is to provide e-text to campus DSS offices in those states that have postsecondary e-text statutes (although as stated earlier, publishers often fulfill the institutions' requests for electronic formats regardless of whether the state has a law mandating it).

### **2. How is "student with a disability" defined in state statutes requiring publisher to provide e-text to the institutions?**

The definition varies from state to state. However, a number of states provide that in order for the publisher to be required to provide a file, the student must, in the determination of the DSS coordinator or ADA compliance official, have a disability that prevents her or him from using standard instructional materials.

## **WHAT ARE THE APPROPRIATE RULES FOR USING THE MATERIALS?**

### **1. What steps should be taken to protect the format from copyright infringement?**

#### *By the Student*

The student who receives the electronic or other specialized format of the instructional materials should be required by the institution to sign a statement agreeing to use the format solely for his or her own educational purposes, and agreeing not to copy, distribute, or share the format for use by others. For a sample form, please see Appendix E.

#### *By the Institution*

If the college or university wants to make the file available on a server, it should implement a process, such as an identification and password system or other security system, to grant access only to students with disabilities for whom the college or university has requested an electronic format from the publisher and who sign the statement in Appendix E. The institution should supply the publisher with periodic reports letting the publisher know how many students are using the electronic format, and affirming that each student's eligibility has been certified, the standard materials are being purchased in each instance, and the students are always signing the agreement not to share or reproduce the materials.

### **2. Can the institution share the format with other institutions?**

If permission to share the files is not explicitly granted by the publisher when it provides the e-text, a request should be sent to the publisher in each instance by the institution that wants to receive from another campus either the electronic format provided by the publisher or another specialized format produced from the e-text. The permission request should contain all of the items in the sample form in Appendix D. It can indicate that an electronic format is not requested from the publisher, and that permission to use an existing format is instead what is being asked for.

### **3. What if the institution wants to re-use a format for additional students with disabilities who are enrolled there?**

The institution should send a permission request (Appendix D) to the publisher for each re-use of a format for an additional student.

## **WHAT ARE THE PROCEDURES FOR OBTAINING THE MATERIALS?**

### **1. How should the request be made?**

All requests should be sent to the publisher in writing, and should be signed by the DSS coordinator or ADA compliance official at the campus. A sample request form can be found in Appendix D. Some publishers also post their own request forms on their websites. For a list of publishers' contacts and, where applicable, the sites where the company's

request information can be found, please visit the Higher Education Publishing section of AAP's website at [www.publishers.org](http://www.publishers.org).

**2. *What types of electronic formats can publishers typically provide?***

Publishers may be able to provide files of their instructional materials in one or more of the following formats: PDF, Word, HTML, ASCII, and XML. Publishers report to AAP that the overwhelming majority of file formats requested by the institutions are Word and PDF. Some publishing houses, especially larger ones, use XML in parts of their workflow and may be able to fulfill requests for XML files. However, due to the very high costs incurred to tag the files in an XML format, even the largest houses do not use XML across their entire list of college instructional materials, and some smaller and medium-sized publishers report not using XML at all.

**3. *How quickly can a response be expected from the publisher?***

Response times vary, but it is not unusual for a publisher to need at least 20 business days to fulfill an electronic format request, and it can often take longer due to complex conversions, the need for extensive research of rights licenses, or other issues causing a delay. To help institutions obtain timely receipt of electronic formats from publishers, professors are encouraged to post lists of required course materials as far in advance of the semester as possible.

**4. *Do publishers sometimes face obstacles to fulfilling electronic format requests?***

Yes. Publishers often do not control the rights to provide content in electronic formats. Authors, photographers, illustrators, and other copyright owners who provide content for use in instructional materials sometimes withhold from the publisher the rights to reproduce and distribute their works in electronic format. Without these rights, publishers are impeded from providing an electronic format to a college or university, or at best may provide a file with the unlicensed content items deleted from it. Also, in the case of an older work, the book may have been produced through a process that did not result in the creation of a digital file, requiring the publisher to scan the work in order to provide e-text.

***SOME OTHER ISSUES CONCERNING ELECTRONIC FORMATS OF COPYRIGHTED MATERIALS AND THEIR USE BY QUALIFIED STUDENTS.***

**1. *What should the institution do if it cannot obtain e-text from the publisher, and wants to produce an electronic format by scanning the work?***

The institution should make a permission request to the publisher, expressly indicating that the institution wants to scan the material, and

providing all of the certifications contained in the request form in Appendix D.

**2. Are publishers producing commercial products for the higher education market that are accessible to students with disabilities?**

Yes, publishers are producing accessible electronic editions of some textbooks, and they will introduce an increasing number of such editions in the future.

**3. What is the "Chafee Amendment"?**

Section 121 of the U.S. Copyright Act is also known as the Chafee Amendment. Enacted in 1996, Section 121 provides that under limited, particular circumstances it is not an infringement of copyright to take a previously published, nondramatic literary work and reproduce or distribute copies of it in specialized formats for use "by blind or other persons with disabilities," defined by a referenced provision as U.S. residents who are either blind or "other physically handicapped readers certified by competent authority as unable to read normal printed material as a result of physical limitations, under regulations prescribed by the Librarian of Congress ..."

"Specialized formats" as defined by Section 121 means "braille, audio, or digital text which is exclusively for use by blind or other persons with disabilities."

Section 121 provides that only an "authorized entity" may engage in the reproduction and distribution allowed under the statutory exception, and defines such a party as:

" ... a nonprofit organization or a governmental agency that has a primary mission to provide specialized services relating to training, education, or adaptive reading or information access needs of the blind or other persons with disabilities." (Emphasis added.)

Many educational institutions faced with the duty to meet the print accessibility needs of enrolled students simply have assumed that they qualify as "authorized entities" under Chafee. Some have assumed that they are covered under the exception when they scan print works into digital text, or arrange for the conversion of electronic files of such works provided by the publisher, for the purpose of reproducing the works in one of the authorized "specialized formats."

Given the limited definition of an "authorized entity" as set forth in the Chafee Amendment, a typical nonprofit educational institution will only qualify if such institution has a primary mission to provide specialized services, as described in the excerpted language from the statute above, for blind or other disabled persons. The definition appears to have been craft-

ed with the intention of fitting the status of groups such as the American Printing House for the Blind, and Recording for the Blind & Dyslexic.

It is also important to remember that the population of students with disabilities for whom postsecondary educational institutions are required to provide accommodations pursuant to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act is broader than the population eligible to receive alternate formats from Chafee authorized entities. "Disability" under the ADA and Section 504 is defined as "a physical or mental impairment" that substantially limits one or more major life activities, whereas eligible individuals under the Chafee Amendment are limited to persons with physically based disabilities.

**4. *Can students obtain alternate formats from organizations such as American Printing House for the Blind, Bookshare, and Recording for the Blind & Dyslexic?***

Yes, if an organization is an eligible authorized entity and has the format available, and the student has made the necessary showing of a disability within the meaning of the Chafee Amendment. Each of the authorized entities has documentation requirements for determining whether the individual is eligible.

**5. *What is the Association of American Publishers (AAP) doing to address the challenges faced by educational institutions and publishers in their efforts to provide accessible textbooks to the students?***

In March 2006, higher education publisher members of AAP announced the launch of their Alternative Formats Solutions Initiative (AFSI), a national effort to identify ways to provide print-disabled postsecondary students with specially formatted course materials on a timely basis. The Initiative will involve colleges and universities, students, DSS professionals, national and state disability advocacy groups, and technology providers in an effort to create a national framework of specific, practical solutions.

AAP members were active participants in the American Foundation for the Blind's Solutions Forum that successfully worked with disability groups to create a federal solution for students in grades K-12, supporting the development and passage of the Individuals with Disabilities Education Improvement Act (IDEA) of 2004. While no decision has been made on what approach will best address the needs in the postsecondary sector, such as a voluntary system or some form of legislation, the Solutions Forum provides a precedent for successful collaborative efforts among the various interested parties.

Building on AAP's work in the K-12 area, the Association and its higher education publishers initiated their postsecondary efforts in April 2005 at



a meeting of stakeholders in Washington, D.C. In December 2005, AAP hosted a meeting for the Association on Higher Education And Disability (AHEAD) with publishers, college and university personnel, and other advocacy groups to gather input on how to move the process forward.

AAP's members are also building a website interface to help DSS professionals search for the appropriate contacts at textbook publishing companies from whom to request electronic formats and/or scanning permissions, and to enable publishers to keep their information on the site up to date.

## **APPENDIX A**

The following excerpt from the legislative history of the 1976 Copyright Act establishes congressionally endorsed guidelines relating to classroom copying for educational use:

### **AGREEMENT ON GUIDELINES FOR CLASSROOM COPYING IN NOT-FOR-PROFIT EDUCATIONAL INSTITUTIONS WITH RESPECT TO BOOKS AND PERIODICALS.**

The purpose of the following guidelines is to state the minimum standards for educational fair use under Section 107 of HR 2223. The parties agree that the conditions determining the extent of permissible copying for educational purposes may change in the future; that certain types of copying permitted under these guidelines may not be permissible in the future; and conversely that in the future other types of copying not permitted under these guidelines may be permissible under revised guidelines.

### **GUIDELINES**

#### **I. SINGLE COPYING FOR TEACHERS**

A single copy may be made of any of the following by or for a teacher at his or her individual request for his or her scholarly research or use in teaching or preparation to teach a class:

- A. A chapter from a book;
- B. An article from a periodical or newspaper;
- C. A short story, short essay or short poem, whether or not from a collective work;
- D. A chart, graph, diagram, drawing, cartoon or picture from a book, periodical, or newspaper.

#### **II. MULTIPLE COPIES FOR CLASSROOM USE**

Multiple copies (not to exceed in any event more than one copy per pupil in a course) may be made by or for the teacher giving the course for classroom use or discussion, provided that:

- A. The copying meets the tests of brevity and spontaneity as defined

- below; and
- B. Meets the cumulative effect test as defined below; and
  - C. Each copy includes a notice of copyright.

Moreover, the following statement of guidelines is not intended to limit the types of copying permitted under the standards of fair use under judicial decision and which are stated in Section 107 of the Copyright Revision Bill. There may be instances in which copying which does not fall within the guidelines stated below may nonetheless be permitted under the criteria of fair use.

## **DEFINITIONS**

### **Brevity:**

- i. Poetry: (a) A complete poem if less than 250 words and if printed on not more than two pages or (b) from a longer poem, an excerpt of not more than 250 words.
- ii. Prose: (a) Either a complete article, story or essay of less than 2,500 words, or (b) an excerpt from any prose work of not more than 1,000 words or 10% of the work, whichever is less, but in any event a minimum of 500 words. (Each of the numerical limits stated in "i" and "ii" above may be expanded to permit the completion of an unfinished line of a poem or of an unfinished prose paragraph.)
- iii. Illustration: One chart, graph, diagram, drawing, cartoon or picture per book or per periodical issue.
- iv. "Special" works: Certain works in poetry, prose or in "poetic prose" which often combine language with illustrations and which are intended sometimes for children and at other times for a more general audience fall short of 2,500 words in their entirety. Paragraph "ii" above notwithstanding such "special works" may not be reproduced in their entirety; however, an excerpt comprising not more than two of the published pages of such special work and containing not more than 10% of the words found in the text thereof may be reproduced.

## **PROHIBITIONS AS TO I AND II ABOVE**

Notwithstanding any of the above, the following shall be prohibited:

- A. Copying shall not be used to create or to replace or substitute for anthologies, compilations, or collective works. Such replacement or substitution may occur whether copies of various works or excerpts therefrom are accumulated or are reproduced and used separately.
- B. There shall be no copying of or from works intended to be "consumable" in the course of study or teaching. These include workbooks, exercises, standardized tests and test booklets and answer sheets and like consumable material.
- C. Copying shall not:
  - i. substitute for the purchase of books, publisher's reprints or periodicals;

- ii. be directed by higher authority;
  - iii. be repeated with respect to the same item by the same teacher from term to term.
- D. No charge shall be made to the student beyond the actual cost of the photocopying.

## APPENDIX B

### **Details on the Kinko's and Michigan Document Services cases.**

*Basic Books, Inc. v. Kinko's Graphics Corp.*, 758 F Supp. 1522 (S.D.N.Y. 1991).

A New York Federal District Court ruled that Kinko's Graphic Corporation infringed copyrights when it photocopied materials (including chapters of books and articles from periodicals) for sale to students as coursepacks for their university classes. The copyrighted works infringed included hardback and paperback editions of in-print and out-of-print trade and professional works as well as textbooks. The 12 copied excerpts in the case ranged from 14 to 110 pages and from 5% to 24% of the works. In addition to ruling against further photocopying by Kinko's without permission of the copyright owners, the Court awarded the plaintiffs damages, court costs, and attorney's fees resulting in almost \$2 million. The Court's decision in this case did not prohibit the reproduction and sale of anthologies but rather the reproduction and sale of anthologies made without obtaining proper copyright permission or meeting the criteria of the Classroom Guidelines or the statutory "fair use" provision in Section 107 of the Copyright Act.

*Princeton University Press v. Michigan Document Services, Inc.*, 99 F.3d 1381 (6th Cir. 1996).

In this case, Princeton University Press and two other publishers filed suit against Michigan Document Services, Inc., and James M. Smith for making coursepacks, without permission, that included excerpts of the plaintiffs' copyrighted works. The copied materials ranged from 17 to 95 pages and from 5% to 30% of the original works. Ultimately a majority of the judges on the U.S. Court of Appeals for the Sixth Circuit upheld a lower court ruling that the use of the copyright materials for an educational purpose does not itself constitute fair use and held MDS and Smith to be infringers. After the U.S. Supreme Court declined to review the decision, MDS and Smith settled the case, the settlement providing that MDS may not use more than one page of copyrighted material belonging to one of the plaintiffs or any member publisher of the Association of American Publishers to create coursepacks without obtaining copyright permission.

## APPENDIX C

Permission Request Form can be found on the NACS web site at <http://www.nacs.org/common/copyright/permissionrequest.pdf>

# APPENDIX D

## **ADA Electronic Text Request to Publisher**

Publishing Company: \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### **Publishing Company Electronic Text Request Certification**

In order to process your request to assist a student with disabilities, please complete this form, including the required signatures, and send it to the appropriate contact at the company.

ISBN: \_\_\_\_\_ Author: \_\_\_\_\_

Title: \_\_\_\_\_

Copyright: \_\_\_\_\_ Edition: \_\_\_\_\_

Name of Coordinator of Services for Students with Disabilities/ADA Compliance

Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

University, College or Campus: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Preferred Format \*: \_\_\_\_\_

**Check here if file is already available and another copy of file is not needed**

Technology Currently Used by Student (optional): \_\_\_\_\_

Certification of Coordinator of Services for Students with Disabilities or ADA  
Compliance Official

- I certify that the institution has purchased the printed instructional material for use by the student or that the student has purchased the printed instructional material.
- I certify that the requesting student has a disability that prevents him/her from using standard instructional materials. Proof of student disability will be kept on file at the college.
- I certify that the instructional material requested is for use by the student in connection with a course in which the student is registered or enrolled at the university, college or campus listed above.
- I certify that the student with a disability has signed the Student Agreement on the Use of Recorded, Electronic or Other Alternatively Formatted Course Materials (an unsigned version of which is attached) and the signed Agreement will be kept on file at the college.

\_\_\_\_\_  
Signature of Coordinator of Services for  
Students with Disabilities/ADA Compliance Official

\_\_\_\_\_  
Date

# APPENDIX E

## **ADA Agreement by Student**

### **Agreement on the Use of Recorded, Electronic or Other Alternatively Formatted Course Materials**

- I agree that I am enrolled for the semester and the particular course(s) for which I am requesting alternatively formatted instructional materials.
- I have provided the designated official at my educational institution with appropriate documentation of the disability that prevents me from using standard instructional material. I understand that this documentation will be kept on file at the institution.
- I understand that I must purchase instructional materials at the same cost as other students.
- I agree that I will not copy, reproduce, modify, or distribute the alternatively formatted instructional materials nor allow anyone else to do so pursuant to the requirements of the copyright revision act of 1976 as amended (17 U.S.C. §101 et seq.).
- I will not share the alternatively formatted materials with any other party.
- I understand that any violation of this agreement may be considered a violation of the college's student code of conduct and may result in penalties including suspension and expulsion. Violations may also constitute a violation of federal and/or state laws and may result in civil or criminal prosecution, payment of fines or other moneys to the copyright holder, and/or incarceration.

Before receipt of materials, this agreement shall be signed by the student and the designated official at the institution and kept on file each semester in which the student requests alternatively formatted materials.

I have read and understand the policies and procedures outlined above and agree to comply with them.

---

Signature of Student

Date

---

Signature of College Representative

Date

Read to Student prior to signing by

---

Signature

Date

# PUBLICATION CREDITS:

## ***Sponsoring Organizations:***

### **Association of American Publishers**

50 F Street, NW  
Washington, DC 20001-1564  
(202) 347-3375      Fax: (202) 347-3690  
and  
71 Fifth Avenue  
New York, NY 10003-3004  
(212) 255-0200      Fax: (212) 255-7007  
Web Site: <http://www.publishers.org>

### **Association of American University Presses**

71 West 23rd Street  
New York, NY 10010  
(212) 989-1010      Fax: (212) 989-0275  
Web Site: <http://aaupnet.org>

### **Copyright Clearance Center**

222 Rosewood Drive  
Danvers, MA 01923 (978) 750-8400      Fax: (978) 750-4470  
Web Site: <http://www.copyright.com>

### **National Association of College Stores**

500 E. Lorain Street  
Oberlin, OH 44074-1294  
(440) 775-7777      Fax: (440) 775-4769  
Web Site: <http://www.nacs.org>

### **Software & Information Industry Association**

1090 Vermont Avenue, NW, 6th Floor  
Washington, DC 20005  
(202) 289-7742      Fax: (202) 289-7097  
Web Site: <http://www.siiia.net>

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