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Columbia Copyright Advisory Office

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Model Forms

The following are a few example letters for seeking or granting permission in various situations. These letters are offered as a starting place for drafting a letter suitable to your needs. The Copyright Advisory Office offers these materials as a service and makes no representation or warranty about the suitability of these drafts for individual purposes. They are a starting point for drafting permissions, and users should consult with their own counsel.

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General Permission Letter

Dear Mr./Ms. _____,

I am on the faculty of Columbia University, where I am a member of the _____ department.
In my research, I have found the following work:

[Include full citation and additional description. Note exactly which portion of the work you plan to use.]

I believe that you hold the copyright to this work because:

_____.

I would like your permission to use the work in the following manner:

[Describe planned use in detail. E.g., Scan materials, post them to Blackboard, CourseWorks, or course website, make copies to handout in class, reprint in a publication, etc.]

If you do not control the copyright on all of the above mentioned material, I would appreciate any contact information you can give me regarding the proper rights holder(s), including current address(es). Otherwise, your permission confirms that you hold the right to grant the permission requested here.

I would greatly appreciate your consent to my request. If you require any additional information, please do not hesitate to contact me. I can be reached at:

A duplicate copy of this request has been provided for your records. If you consent to the use as described above, please sign this letter where noted below and send one copy with the self-addressed return envelope I have provided.

Sincerely,

[Signature]

[Typed name]

Permission granted for the use of the material as described above: Name & Title:

Company/Affiliation: _____

Date: _____

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Permission to Digitize Newspaper or Periodical

I, the undersigned, _____, am the editor [or other official] of [name of periodical] (“Periodical”). The Periodical has been published by ___[name of corporation or other entity]_____, of which I am the president. Copyrights and other literary rights with respect to issues of the Periodical are currently held by said corporation. I hereby make this agreement on behalf said corporation. I would like to support the efforts of _____ (“University”) to make the newspaper widely available for purposes of preservation, research, and other scholarly pursuits.

Accordingly, I hereby grant permission to the University to make and retain copies of the Periodical, whether from copies currently held by the University or obtained from other sources, and to make them available to the public in accordance with the University’s standard policies. I further permit the University to authorize other persons or entities that hold issues of the Periodical, to make copies of those issues for purposes of contributing them to the University. This permission to the University

includes, without limitation, the right to make digital copies of the Periodical and to make the copies available, primarily for education and research purposes, to the public by means of digital storage and retrieval, including posting the materials on a server for access by the public by means of the internet or other networked system without limiting or restricting access in any way. This permission applies to all issues of the Periodical that have been published previous to the date below, and to any and all future issues.

I represent and warrant that I have full authority to grant to the University the rights set forth in this document. This permission is a non-exclusive, non-revocable, royalty-free license given to the University in perpetuity. This permission includes, without limitation, rights with respect to individual issues, the collection of all issues, any compilations, and individual articles, images, and other contributions to the Periodical. The University may further use the name of the Periodical, any related logos and trademarks, and my name and the names any of my affiliated companies and organizations, in connection with its retention and use of the Periodical.

Signed:

[Corporation Name]

[Corporation Description, e.g., An Illinois Corporation]

[Name, Position in Company]

Date: _____

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Permission to Include Work in University Repository

1. Grant of Permission. I, the undersigned, hereby give to _____ my permission to use the following work (the "Work"):

[Insert description of the Work.]

2. Scope of Permission. This permission extends to the use of the Work as described below:

(A) To maintain in perpetuity copies of the Work in the collections of _____, and to make preservation copies of the Work; to allow access and other uses of the Work consistent with _____'s standard practices.

(B) To reproduce, exhibit, distribute, broadcast, digitize, edit, or otherwise use the Work, by any method and in any media, whether now existing or later created (including by digital or interactive media transmission) without restriction. Among other activities, _____ may deposit the Work for public access through _____ [open access program, etc.], or any successor initiative based at _____.

(C) This permission is non-exclusive, perpetual, and royalty-free.

3. Certification of Authorship. I am the owner of the copyright to the Work, and the Work is not now

subject to any grant or restriction that would prevent its use consistent with this permission. Except as explicitly indicated on the Work, all aspects of the Work are original to me and have not been copied or adapted from other sources. I have not entered into any agreement, such as a publication agreement, that would prevent my granting this permission. I understand that I should consider this prior grant of permission when I may enter into such agreements in the future.

4. Privacy Clearance for Students. The following provision applies if the Work is a thesis, dissertation, or other student work. In connection with allowing the Work to _____ as set forth above, I hereby waive the confidentiality provisions of the Federal Family Educational and Privacy Rights Act of 1974 with respect to the contents of the Work and with respect to information concerning my authorship of the Work, including my name and status as a student at _____. I understand that this waiver means that _____ may make the Work publicly available online, in print and in any other media available now or in the future.

Signature: _____

Printed Name: _____

Date: _____

Address or other Contact Information: _____

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Permission to Include Work in Online Scholarly Archive

Dear _____,

Our school, _____, is launching an online archive of our faculty research. The archive will be freely accessible through our Web site to anyone interested in the scholarship conducted by our faculty, and over time we hope to make it historically comprehensive.

I am writing to you, as well as to the publishers of other major journals, to enlist your cooperation. As both authors and customers of your journals, we are mindful of your business concerns in an increasingly difficult market. I want to assure you that our archiving effort is entirely scholarly in nature, and that we will never charge users for access. Our undertaking will be limited to the work of our faculty members, and is not meant to replicate the services offered by either your journals or your journal archives in any way.

The feasibility of this project rests on our ability to post articles to the archive in a timely manner under the terms of a general agreement we hope to reach with you. We are aware that some publishers allow their authors to post pre-print drafts of their pieces to institutional archives after publication. However, it is time-consuming and often impossible to coordinate our posting of pre-print works. Moreover, we would like to post material in a more timely fashion. Because of this, we are asking you to extend to our faculty members the right to post the final version of their work, preferably in the form of a PDF of their journal article, to our archive sixty days after your publication date.

We are eager to proceed with the archive, which we see as fundamental to our scholarly mission. In addition to noting your collaboration on the archive site, we will be happy to report our alliance to our

faculty members, who are eager to be allowed to use their own work in this way. If you have any questions, please feel free to contact _____, who is coordinating this effort on behalf of the school.

With best regards,

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