Permission to Digitize Materials

AGREEMENT BETWEEN <Name of Organization or Individual Donor> AND Virginia Commonwealth University Libraries (“VCU Libraries”) CONCERNING:

<Title of Collection to be Digitized>

I, <name of individual granting digitization permission>, hereby grant VCU Libraries the following non-exclusive perpetual rights to the above named material (“the work”) for its library collection in order to promote scholarship for personal study and not-for-profit educational uses:

1. to make a digital reproduction of the work(s) and to retain the digital reproduction
2. to display digital reproductions of the work(s) via the Internet or successive technologies
3. to distribute single copies of the digitized work to library users for educational and research purposes. (Reproduction fees may be charged according to the VCU Libraries fee schedule.)

The VCU Libraries agrees to accompany the digitized work with the following statement (unless the work is already in the public domain or Creative Commons Licensing is selected in the Addendum):

Copyright <Name of Organization or Individual>

I represent and warrant to VCU Libraries that <name of organization or donor>, is the copyright holder of the work with the right to make this authorization because the copyright (please initial below).

____ was obtained as the original author or publisher;
____ was transferred by the publisher or other legal owner;
____ was transferred by gift, divorce decree, or inheritance;
____ other (please specify)______________________________________

I also represent that the work does not, to the best of my knowledge, infringe or violate any rights of others. I further represent and warrant that I have obtained all necessary rights to permit VCU Libraries to reproduce and distribute the work and that any third-party owned content is clearly identified and acknowledged within the work.
John E. Ulmschneider
University Librarian
VCU Libraries
901 Park Avenue
Richmond VA 23284
jeulmsch@vcu.edu
(804) 828-1105
Optional Addendum (initial please)

____ I dedicate the work to the public domain. I understand that dedicating a work to the public domain means that there is no longer copyright protection on the Work and the Work may be reproduced and distributed without my permission or any compensation to me forever.  
http://creativecommons.org/publicdomain/zero/1.0/

____ I choose to release my work to the public under the terms of the Creative Commons Attribution 4.0 license. This license lets others distribute, remix, tweak, and build upon your work, even commercially, as long as they credit you for the original creation.  
http://creativecommons.org/licenses/by/4.0/

____ I choose to release my work to the public under the terms of the Creative Commons Attribution ShareAlike 4.0 license. This license lets others remix, tweak, and build upon your work even for commercial purposes, as long as they credit you and license their new creations under the identical terms.  
http://creativecommons.org/licenses/by-sa/4.0

____ I choose to release my work to the public under the terms of the Creative Commons Attribution NonCommercial 4.0 license. This license lets others remix, tweak, and build upon your work non-commercially, and although their new works must also acknowledge you and be non-commercial, they don’t have to license their derivative works on the same terms.  
http://creativecommons.org/licenses/by-nc/4.0

____ I choose to release my work to the public under the terms of the Creative Commons Attribution NonCommercial ShareAlike 4.0 license. This license lets others remix, tweak, and build upon your work non-commercially, as long as they credit you and license their new creations under the identical terms.  
http://creativecommons.org/licenses/by-nc-sa/4.0

____ I choose to release my work to the public under the terms of the Creative Commons Attribution NoDerivatives 4.0 license. This license allows for redistribution, commercial and non-commercial, as long as it is passed along unchanged and in whole, with credit to you.  
http://creativecommons.org/licenses/by-nd/4.0

____ I choose to release my work to the public under the terms of the Creative Commons Attribution NonCommercial NoDerivatives 4.0 license. This license is the most restrictive of the six main licenses, only allowing others to download your works and share them with others as long as they credit you, but they can’t change them in any way or use them commercially.  
http://creativecommons.org/licenses/by-nc-nd/4.0

Permission to Digitize Agreement