



Permission for Commercial Use

Name of Applicant: _____

Organization or agency (if appropriate): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: () _____ Fax: () _____

Email: _____

I/we request permission to publish from
materials from the collections of the **Center for Oral and Public History** listed below.

Intended Use of Material

Title of proposed publication: _____

Author/Producer: _____

Publisher: _____

Expected Date of publication: _____

Format: Periodical Book Textbook Website CD Other

Number of books/periodicals/items expected to be produced: _____

This use is: Non-profit Educational Commercial

Permission to print or reprint any material in the collection of the Center for Oral and Public History at California State University, Fullerton is subject to the terms of this policy. Permission does not allow the use of our material in any other edition or by any other additional means of reproduction including digital or electronic formats, sound tapes, motion pictures, phonograph records, or the like. Additional approval and fee payment are required for any and all subsequent use of this material. The following terms also apply to this material:

Conditions

1. All requests to reproduce the repository's holdings, which may include photographs, film, video, manuscripts, and other documents, must be submitted on this application. By signing this application, the applicant agrees to abide by all the terms, conditions, and provisions of this agreement.
2. Permission for reproduction is granted only when this application is countersigned by an authorized representative of the repository. Permission for reproduction is limited to the applicant and is non-transferable.
3. In giving permission to use its materials, the Center for Oral and Public History does not surrender its own right to publish such material or to grant permission to others to do so.
4. Permission is granted for one-time only. The materials may not be reused without the written permission of the Center for Oral and Public History.
5. You assume full responsibility for the use of material obtained from the Center for Oral and Public History and conformity to the laws of defamation and privacy, and holds harmless the Center for Oral and Public History from any claims arising as a result of your use of the material.
6. If permission is granted, the publisher agrees to send the Center for Oral and Public History one copy (best edition) of the publication containing the materials listed above at no charge.
7. All reproductions must include the credit line: Courtesy of CENTER FOR ORAL AND PUBLIC HISTORY, CALIFORNIA STATE UNIVERSITY, FULLERTON. The repository may also require that the artist/creator, the title of the work, and the object's number appear in the caption or credit as well. This may include the oral history number as well as the interviewee's and interviewer's names.
8. The payment of a commercial fee does not exempt the user from the credit line requirement. Failure to include a credit line or inaccurate captions or credits shall require the applicant to pay the sum of One Hundred Dollars (\$100) per quotation, as liquidating damages and not as a penalty in view of the difficulty of assessing actual damages for this breach.
9. Unless approved in advance by the repository, each quotation MUST be reproduced unedited and in its entirety.
10. Electronic files must be destroyed upon publication of the product described in the above project.
11. This permission is void if use/publishing does not occur within 24 months of the date of the signing of this form.

Agreement

I agree to the conditions specified above. Yes No

Signature _____

Date _____

Approved _____, Representative for Center for Oral and Public History

Date _____