

Use of Collections Materials Agreement

Name _____
(last) (first) (middle)

Street _____

City _____ State _____ Zip _____ Country _____

Phone _____ Email _____

Institutional Affiliation *(if any)* _____

Purpose of Research _____

Plans for Publication or Other Use _____

1. Food, beverages, and chewing gum are prohibited in the reading room of the Brian Sutton-Smith Library and Archives of Play, the ICHEG Lab, and collections storage areas of The Strong.
2. The collections at The Strong often consist of unique, rare, and fragile items and should be handled with care. Pens, markers, and highlighters are not permitted. Please use a #2 pencil for all note taking. Do not lean on, write on, fold, or trace over materials. Gloves are not required for handling library and archives materials, though museum objects will necessitate the use of gloves. Museum staff will provide gloves.
3. The proper order of archival materials within file folders, portfolios, and boxes must be maintained. Only one box from a collection can be used at a time. One folder at a time should be removed from its box, examined, and then returned to the box before the next folder is removed. Archival paper strips for place holders will be provided. If any material seems to be filed incorrectly, please notify a staff member.
4. Researchers studying museum objects must meet with a curator to discuss proper handling procedures. If an object appears damaged beyond the scope previously identified by a curator, or if an object is accidentally damaged while it is being studied, please notify a staff member immediately.
5. The use of a personal phone, digital camera, or scanner is not allowed while using collection materials. Researchers must use the museum's equipment to capture visual notes. The captured images will be reviewed by library staff, reduced to grayscale, watermarked, and sent to the researcher, typically within two weeks. All photographs remain property of The Strong. The Strong reserves the right to limit the number of pages copied from any item to one-third of its total content or 100 pages, whichever is less.

Use of Collections Materials Agreement

Page 2

6. The Strong limits researchers to a maximum of 500 photos or scans of collections materials per calendar year. The 500 images may not be sequential pages from a single resource. Exceptions are only granted by prior written agreements with The Strong. In the case of copyrighted materials such agreements must be accompanied by written permission from the copyright holder.
7. While examining collection materials, all items must remain flat on the desk or in the stand/cradle provided. Researchers may not push on bindings, stand on tables or chairs, or hold up materials to obtain a higher quality image. No pressure may be applied to the object. Materials may not be removed from protective sleeves or enclosures by researchers; for assistance, please consult a staff member. No improved lighting, additional lighting equipment, or lighting effects are permitted.
8. On-site access to electronic games, including related archival materials, in digital formats will be provided in a read-only capacity. Researchers will need to provide prior, written permission from the copyright holder for any requests for higher resolution images of any game files--digital, analog, or archival.
9. Reproductions for any purpose other than for private study, scholarship, or research must be made in accordance with the provisions of the museum's Image Rights and Reproductions Fee Schedule. All photographs of collections materials remain copyright of The Strong. The Strong reserves the right to refuse to accept a copying order for any reason, including if, in its judgment, fulfillment of the order might involve violation of copyright law.
10. The Strong is not responsible for either determining the copyright status of the material or for securing copyright permission. Possession of a photocopy/scan does not constitute permission to use it. The user accepts full responsibility for determining whether U.S. copyright law protects the materials being copied and whether if his or her use exceeds the limits of fair use. Permission to use copies other than for private study, scholarship, or research requires the permission of the copyright holder.

Notice

WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of the copyrighted material.

Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," then the user may be liable for copyright infringement.

This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

Use of Collections Materials Agreement

Page 3

11. The researcher assumes full responsibility for conforming to the laws of libel, invasion of privacy, and copyright.
12. No rights to reproduce, publish, adapt, perform, record, or otherwise use materials held by The Strong are hereby granted. The user of such materials is solely responsible for acquiring any permissions that may be required and agrees to indemnify and hold The Strong harmless from any claims of infringement or otherwise, that may arise out of the recipient's use of the materials.
13. Research is performed in the reading room of the Brian Sutton-Smith Library and Archives of Play or in the ICHEG Lab under the supervision of Collections Team members. Access to other non-public areas of the museum is prohibited unless accompanied by a Collections Team member.
14. Violation of this agreement will result in the immediate termination of the researcher's visit and destruction of any visual notes.

I have read the regulations above regarding the Use of Collections Materials at The Strong and agree to abide by them.

Signature _____ **Date** _____

Driver's License or Other ID _____

(Library staff will make a photocopy and attach to this form.)