

## Guide to Copyright License Form

### Why am I being asked to fill out this form?

This form gives Clarkson University the right to digitize, duplicate, and publicly share your M.S. or Ph.D. thesis, as well as add the thesis to Clarkson's digital repository.

Upon being received by the library, your dissertation/thesis will be able to be checked in/out by both the Clarkson community and general public, and potentially sent to other libraries via interlibrary loan. If you do not want this to take place, you must embargo your work using this form. Additionally, if this form is incomplete or not signed, the library will not be able to catalog your work or place it in circulation.

For answers to other frequently asked questions, please visit our [FAQ page](https://sites.clarkson.edu/library/clarkson-student-copyright-licenses/) (<https://sites.clarkson.edu/library/clarkson-student-copyright-licenses/>).

### ***Disclaimer***

Clarkson University library staff cannot offer legal advice. If you need legal advice regarding this Copyright License form please contact an attorney.

## Need help filling out this form? Guide to The Form

### **Section # 1 – Copyright Status**

In this section you should fill in your name and the name of your thesis. It also is a statement that you have not signed away your copyright to another entity such as a publisher. Note that submission of a thesis to the ProQuest database does not affect copyright status. If you have sold or signed away the copyright to your thesis, Clarkson can not distribute it and you should not sign this form.

### **Section # 2 – Your Status**

These statements verify that you actually have the ability to grant copyright permission. The requirements are

- a. You are at least 18 years of age.

- b. You are not an employee of an entity (company or government agency) that requires copyright ownership of your thesis as part of your employment agreement.

### **Section # 3 – Granting Rights**

Signing this form indicates agreement to all of the following terms:

- a. allows the University to create print copies of your work and distribute them for library purposes.
- b. allows the university the right to digitize your work and/or convert it to other formats that may exist in the future. allows the University to grant access to your work to Clarkson Community members including students, employees, trustees, and other library card holders.
- c. allows the University to grant unlimited access to your work; in other words, access would not be limited to only the Clarkson Community.
- d. grants the widest possible permissions to the University through a “transferable, irrevocable license,” including publication, distribution and display.

This will also allow the abstract, bibliography and metadata to be published in the library catalog and library databases.

### **Section # 4 – The Embargo**

An “Embargo” is a delay prior to placing your materials in the Clarkson University institutional repository, both physical and digital.

- a. If you wish to place an embargo on your materials, please check yes and indicate a date for the embargo to end.
- b. If you do not wish to place an embargo on your materials, allowing them to be used immediately, leave this blank.

### **Section # 5 – Signature**

You must provide your printed name and a signature (signed either physically or digitally, with confirmation of digital signature) for this form to be valid. Failure to provide your signature will result in your Work not being added to the Library collection.

### **Section # 6 – The Image Release**

This optional section gives the University permission to use your name and image to promote your thesis.

- a. If you wish to allow the university to use your name and image, please fill out this section of the form.
- b. If you do not wish to allow the university to use your name and image, skip this portion of the form.

# Copyright License Form

*NOTE: Selections made on this form will not impact a student's ability to finish their thesis and graduate on time. It only determines the public availability of their work.*

Upon being received by the library, your dissertation/thesis will be able to be checked in/out by both the Clarkson community and general public, and potentially sent to other libraries via interlibrary loan. If you do not want this to take place, you must embargo your work via the Student Copyright License Form. Additionally, if the Student Copyright License Form is incomplete, not signed, you indicate that you are not the sole owner of copyright, appropriately initial necessary sections, or indicate that you are unsure of your copyright status, the library will not catalog your work or place it in circulation.

1. I, \_\_\_\_\_, ("Licensor"), a student at Clarkson University, represent as follows (*check the appropriate option*):

I am the sole author of the work entitled \_\_\_\_\_, (the "Work") and having not conveyed any ownership or permissions to the contrary, am the only individual who may license or sell the rights to the Work (the "Rights"), as governed by Section 106 of Article 17 of the United States Code (the "Copyright Act").

2. I certify that

a. I am at least 18 years of age.

b. No employment agreement, collective bargaining agreement, or other provision affects the grant of rights conveyed by this document.

3. With my Rights confirmed as set forth above, I, Licensor, grant Clarkson University the following irrevocable, non-exclusive, non-transferable Rights.

a. **Paper duplication for purposes of library catalog and lending**

By signing below, you grant Clarkson University and its agents the right to generate and maintain no less than 5 printed, bound copies of the Work ("Hard Copy"), and to distribute them for library purposes.

b. **Conversion to digital or later-developed medium**

By signing below, without limiting any rights held by the Libraries under Section 108 of the Copyright Act, you grant Clarkson University and its agents the right to convert the Work to digital format, or any other format later developed ("Converted Copy").

c. **Duplication and Distribution of Converted Copy: Clarkson Community**

By signing below, without limiting any rights held by the Libraries under Section 108 of the Copyright Act, you grant Clarkson University and its agents the right to duplicate and distribute the Converted Copy to the Clarkson Community, including students, employees, trustees, and those holding duly authorized library cards.

d. **Duplication and Distribution of Converted Copy: World-wide**

By signing below, without limiting any rights held by the Libraries under Section 108 of the Copyright Act, you grant Clarkson University and its agents the right to duplicate and distribute the Converted Copy without any geographic or other limitations, in any and all mediums.

e. **Full license of all Rights**

By signing below, without limiting any rights held by the Libraries under Section 108 of the Copyright Act, you grant Clarkson University a transferable, irrevocable license to the Work. This includes but is not limited to publication, distribution, preparing derivative works, performance, and display.

NOTE: Any inclusion of the Work in the library's collection shall result in the abstract, bibliography and metadata being published in the libraries' digital catalogs and databases.

4. An "Embargo" is a delay prior to placing your materials in the Clarkson University institutional repository. Reasons a student may wish to place an embargo on their work include but are not limited to pending patents, plans to publish all or part of the work elsewhere in the future, non-disclosure agreements with third parties, or other reasons the paper cannot be made public.

I wish to place an embargo delaying the release of my materials to the public:

\_\_\_\_\_ Yes, effective until \_\_\_\_/\_\_\_\_/\_\_\_\_ (add in MM/DD/YYYY format)

If you embargo your work, it will not be added to the library stacks or circulated until the effective date has passed. By leaving the information above blank, you are indicating that you are not embargoing your work. If 'yes' is selected and no date is listed, we will assume a perpetual embargo.

5. Signature. **YOU MUST SIGN AND DATE THIS FOR IT TO BE OPERATIVE.**

Printed Name:

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Signature **MUST NOT BE TYPED:**

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Date:

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Street Address:

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City, State, Zip Code:

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Phone Number:

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Email Address:

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## Section 6. Image Release

I, \_\_\_\_\_, ("Licensor"), a student at Clarkson University, represent as follows:

a. I am at least 18 (eighteen) years of age.

b. I reside at: \_\_\_\_\_.

2. For purposes of promoting a Work I licensed to Clarkson University, and promoting Clarkson University, I hereby authorize the use of my name (or any future version of my name), likeness (including but not limited to my facial features, sound of my voice, and social media presence).

3. This release contemplates my rights under NY Civil Rights Law §51 and is meant to fully encompass my rights under that law.

Date:

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Signature:

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Witness Signature:

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Print Witness Name:

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Witness Address:

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