



Donation and use of Photographs by Willoughby City Library

The Concourse, 409 Victoria Avenue, Chatswood
NSW 2067, Australia
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This form allows you to say how the material you are donating to Willoughby City Library (the Library) may be used by the Library. Ask for advice if anything is unclear to you.

PART 1: TRANSFER OF OWNERSHIP

Willoughby City Library agrees to take custody of the items listed in Part 2 and to make the items or copies of the items available for exhibition, public research and/or study.

Donor name:		Postcode:
Address:		
Phone:	Email:	
Photographs/digital images donated (attach list if necessary):		
.....		
.....		
.....		
.....		
I warrant that I am the owner of the photograph/s listed above and I am hereby donating the photograph/s to Willoughby City Library.		
Special conditions:		
Donor signature:	Date:	
Witness signature:	Print name:	
Library Representative signature:		Date:
Library Representative name:		
For office use only		
Receipt number/s		
Date sent to ECM		

PART 2: COPYRIGHT & REPRODUCTION

What is copyright?

The Copyright Act gives creators of works the exclusive right to reproduce and publish their work, this includes digital copying and publishing on the Internet. Copyright exists in all photographs, but in photographs taken before 1 January 1955 copyright is deemed to have expired.

Do you own copyright of the works you are donating?

You may own the photograph, but if you did not create it you do not own the copyright unless you commissioned it to be taken. If you created the photograph after 1 January 1955 copyright lasts for the life of the creator plus 70 years, unless your employer or someone else commissioned you to take it.

Why the Library wants some copyright authority?

The Library is keen to have practical control over the materials in its collection and to be able to make these easily available to both onsite and offsite (Internet) clients. It particularly wants to be able to show your material to its clients, make preservation copies of your material, digitise your material for databases, and exhibit your material without having to seek your permission each time.

Copying of the Library's collections is controlled by the Copyright Act. The Library will take all reasonable care to prevent breaches of its, and your, copyright in both print and digital media. If you have not assigned copyright to the Library, the Library will need to contact you, or your agent, if it receives requests for reproduction. The Library will try to exert all reasonable care to ensure that your moral rights in your material are protected.

The Library does not demand exclusive use over the copyright of your material. Although the Library would like some copyright control for its purposes, it does not wish to restrict your rights to license third parties to use the material. The Library, however, will not be responsible for any costs or actions arising from third party usage.

Do you own the copyright of the photographs being donated?

- All - complete Part 2 and Part 3
- Some - complete Part 2 and Part 3 with name of copyright owner if known
- None - complete Part 3 only with name of copyright owner if known

How do I grant copyright permission?

The following three sections deal with how your copyright will be controlled by the Library.

Section 1: I am willing to **transfer exclusive copyright** I own in the photograph/s **to Willoughby City Library** i.e. not retain any copyright myself.

I,, warrant that I am the owner of copyright in the photograph/s listed in Part 3 and assign that exclusive copyright to Willoughby City Library.

Signature:

Date:

Witness signature:

Name:

Section 2: I am willing to **transfer exclusive copyright** I own in the photograph/s **upon my death** and grant permission to **allow certain uses**, as per Section 3 below, to be made by Willoughby City Library while retaining my own copyright.

I,, warrant that I am the owner of copyright in the photograph/s listed in Part 3 and direct that all such copyright is to automatically vest in Willoughby City Library upon my death and grant permission to allow certain uses, as per Section 3 below, to be made by Willoughby City Library while I retain my own copyright.

Signature:

Date:

Witness signature :

Name:

Section 3: I wish to limit Willoughby City Library's use of my photograph/s while I have copyright.

*Cross out from the list below any uses you are **NOT** willing to permit.*

- a) The Library may supply copies/reproductions, or allow users to make copies/reproductions, for the purpose of research and/or study.
- b) The Library may make preservation or working copies/reproductions of the material to help preserve the original.
- c) The Library may make copies/reproductions for curatorial and catalogue purposes related to any exhibition of the materials and allow others to do so.
- d) The Library may reproduce the material in the Library's publications and for Library publicity purposes. This may include books, brochures, posters, postcards, slide-kits, CD-ROMs and the Library's website.
- e) The Library may make digital copies/reproductions of the material, and may mount digital copies/reproductions on Library CD-ROMs, databases or web sites.
- f) The Library may make and sell copies/reproductions of the material to third parties, and authorise third parties to reproduce and publish the material.
- g) Allow for the expiry of the limitations you have noted above, after your death (as per section 2).
- h) Any other conditions:

I, _____, warrant that I am the owner of copyright in the photograph/s listed in Part 3 and place the above restrictions on the Library's use of them.

Signature:

Date:

Witness signature :

Name:

