



Guide to Copyright License Form

Why am I being asked to fill out a Copyright License?

Clarkson University would eventually like to digitize Clarkson students' master's theses and Ph.D. dissertations and add them to a digital repository.

This form will allow us to include a digital copy of your work in a Digital Repository should one be created.

Disclaimer

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

For More FAQs

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/).

Need help filling out this form? Guide to The Form

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

Completing/not completing this form only impacts the university's ability to use your dissertation.

Section # 1 – Copyright Status

This section is asking for your name and the name of your work (in the case of a dissertation, this is the title of your thesis). In section a) you are then asked to identify the copyright status of your work. Please check the option that accurately reflects the current copyright status of your work.

- 1) is appropriate for when you are the only author and have not signed away your copyright to anyone else, such as a publisher.
- 2) is appropriate for when you are one of several authors on the work, but you and your joint authors have not signed away your copyright. You are then asked to identify the other authors, who will then need to sign their own copyright license for the university to use your work.
- 3) is appropriate if you have signed away copyright to all or part of the work, such as to a publisher, and therefore cannot give the university permission to use your work.
- 4) is appropriate for when you are not sure of the copyright status of your work, such as if you do not know what copyright you granted to a publisher. You can always submit a new copy of this form later if you have clarified the copyright status.

Please check the option that accurately reflects the current copyright status of your work.

Section # 2 – Your Status

Here you are being asked to indicate that you actually have the ability to grant copyright permission. You are being asked to initial to indicate that each item on the list is accurate.

a) If necessary, you have obtained permission from anyone whose copyrighted material you used in your thesis, such as images or graphics, and have cited appropriately. If this is accurate, please initial.

b) Your work does not infringe on anyone's copyright. If this is accurate, please initial.

c) You are at least 18 years of age. If this is accurate, please initial.

d) You do not have an employment relationship with Clarkson University that effects your ability to give copyright permission regarding your work. If this is accurate, please initial.

You are being asked to initial to indicate that each item on the list is accurate.

Section # 3 – Granting Rights

As indicated in the Note, if you do not own the copyright to your work or are unsure of the copyright status of your work you can skip this section.

If you are able and willing to grant rights to the University to use your work, check all of the permissions you would like to grant to Clarkson University to use your work.

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.

c) allows the University to grant access to your work to Clarkson Community members including students, employees, trustees, and other library card holders.

d) allows the University to grant unlimited access to your work; in other words, access would not be limited to only the Clarkson Community.

e) grants the widest possible permissions to the University through a "transferable, irrevocable license," including publication, distribution and display.

Any of these options will allow the abstract, bibliography and metadata to be published in the library catalog and library databases.

If you are able and willing to grant rights to the University to use your work, check all of the permissions you would like to grant to Clarkson University to use your work.

Section # 4 – The Embargo

An "Embargo" is a delay prior to placing your materials in the Clarkson University institutional repository.

If you wish to place an embargo on your materials, please check yes and indicate a date for the embargo to end.

If you do not wish to place an embargo on your materials, allowing them to be used immediately, please check no.

Section # 5 – The Image Release

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

If you wish to allow the university to use your name and image, please fill out this section of the form.

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 may only determine the public availability of their work.

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

I am the/an author of the work entitled _____, (the "Work").

- a. As the sole author, and having not conveyed any ownership or permissions to the contrary, I am the only individual or entity 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").

As a joint author of the Work, and having not conveyed any ownership or permissions to the contrary, I am a copyright owner of the Work, as governed by Section 106 of Article 17 of the United States Code (the "Copyright Act").

Other author(s): _____

NOTE: All joint authors must individually complete and sign a Copyright License.

I have conveyed copyright ownership to all or part of the work to one or more third parties, including but not limited to journal publishers, and I am therefore not able to grant permissions at this time.

I am unsure of the copyright status of my work at this time and therefore opt not to grant any permissions. I understand that if I am later able to clarify the copyright status of my work, I may provide an updated copy of this form.

2. By initialing, I certify that:

- a. If appropriate and applicable, I have obtained and submitted written permission statements from the owner(s) of each third-party copyrighted item included in my thesis or dissertation, and used appropriate citation to credit quotes or material appropriately attributable to others. *If you are unsure of the copyright status of your work, do not initial this option.*

- b. I represent that my submission does not infringe upon anyone's copyright. *If you are unsure of the copyright status of your work, do not initial this option.*

- c. I am at least 18 years of age.

- d. My relationship with Clarkson is not governed by any employment agreement, collective bargaining agreement, or other provision that would affect the grant of Rights conveyed by this document.

3. (NOTE: If you do not own or are unsure of the copyright status of your work and have opted not to grant any rights, please skip this step.)

With my Rights confirmed as set forth above, I, Licensor, grant Clarkson University the following irrevocable, non-exclusive, non-transferable Rights (check all that apply):

- a. **Paper duplication for purposes of library catalog and lending**
By initialing this option and signing below, you grant Clarkson University and its agents the right to generate no less than 5 printed, bound copies of the Work ("Hard Copy"), and to distribute same for library purposes.

- b. **Conversion to digital or later-developed medium**
By initialing this option and 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 initialing this option and 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 initialing this option and 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 initialing this option and 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 _____

No

Printed Name: _____

Signature: _____

Date: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

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: _____

Signature: _____

Witness Signature: _____

Print Witness Name: _____

Witness Address: _____