**Guidelines on Copyright and Permissions**

**Your Responsibilities**

As stipulated in your contract, you are legally responsible for securing publication permission for all copyrighted material in your manuscript. You are also responsible for paying the fees related to permissions. All permissions must be in writing and submitted to the Press with your final manuscript (see **Submitting Permissions to Us**, below). The following guidelines are intended to help you complete this important aspect of preparing your manuscript for publication. If you have any questions about these guidelines or about obtaining specific permissions you need, please consult your acquisitions editor before requesting permission.

**Reuse of Your Own Previously Published Material**

If your manuscript includes material written by you but published elsewhere, you may need to ask to have the rights reverted to you for use in this work. Such material may include poems, chapters of this work that have appeared as journal articles, and figures and tables you’ve used in other publications. Check any agreements you have signed for journals, or the journals themselves, for their standard terms. Even without having signed an agreement, the rights to your work published in journals or collective works before 1978 may belong to the journal or its parent institution. The rules of fair use (outlined below) do apply to reusing your own material. Many journals, however, ask for one-time use only or state in the journals that rights revert to the author upon publication. In these cases, you need not write for permission; simply note this fact on your permissions checklist.

**Use of Material by Others**

For basic information on copyright, public domain, and fair use, please consult the Publishing Law Center online at http://www.publaw.com. A more thorough treatment is William S. Strong, *The Copyright Book: A Practical Guide*, 5th ed. (Cambridge, Mass.: MIT Press, 1999). Please note that copyright laws outside the United States vary.

*Public domain* works include all copyrighted works published in the United States before January 1, 1923, and all U.S. government publications. No permission is required for their use, but you must cite the source of the material.

*Fair use*, which generally refers to brief quotations for the purpose of scholarly commentary, is not defined precisely in the law and depends on a number of factors: the purpose and character of the use, the nature of the work, the proportion of the work being used, and the effect of the use on the potential market.

**Material Requiring Permission**

**Text**

* *Prose*. Quotations from published works not in the public domain, beyond what can be considered “fair use.” A standard rule of thumb, which will vary according to context, limits fair use to 500 total (i.e., not necessarily sequential) words from a book; from a journal article, 250 words.
* *Poetry and song lyrics*. For published works not in the public domain, more than one line of a poem or song lyric. This is only a guideline; if a poem consists of only two or three lines, then even one line may require permission.
* *Translations*. Translations published after January 1, 1923, are copyrightable; follow the same guidelines as for prose, poetry, and song lyrics above.
* *Unpublished documents* (memoirs, correspondence, diaries, manuscripts, and other archival materials). These never go into the public domain and are not subject to fair use. You must request permission from both the document’s owner and its author (or author’s heirs).
* *Interviews*. If an interviewee is identified by name, a release is required. If you followed a human subjects protocol in the course of your research, it may or may not cover book publication, so please check your records carefully.

**Illustrative material**

* *Photographs*. Permission from the photographer and, if identifiable living persons are depicted, sometimes from the subjects.
* *Artwork* (paintings, woodcuts, line art, etc.). Permission from the owner *and* the artist or the artist’s heirs. Photographs of artwork are derivative works, so you may need separate permission from the photographer, as well.
* *Tables, graphs, and charts*. Data are not copyrightable, but reproductions of particular arrangements of data are. You therefore may need permission for wholesale reproductions of tables, charts, and the like.
* *Cover art*. Cover art, which is considered commercial rather than scholarly, requires special permission. If you wish to propose a particular illustration for the dustjacket or cover of your book, let your editor know as soon as possible.

**Securing Permissions**

**Securing permissions can take many months, as publishers and individual copyright holders are often slow in responding to requests. We urge you to begin the process as soon as possible. All permissions must be submitted with your final manuscript; we will not begin editing or production until all permissions have been received.**

If you are requesting permission from a book publisher, send your inquiry to the publisher’s permissions manager or subsidiary-rights manager. (For published works, the publisher should be assumed to be the copyright holder, not the author. For unpublished material, you should write to the author.) Most publishers are listed in the *Literary Market Place* (New Providence, N.J.: R.R. Bowker), available in print or online at most campus and large libraries.

Once you’ve found relevant contact information, follow these steps to secure permission:

* Complete your permissions request (see the attached samples).
* Prepare three copies of each request. Sign and send two copies to the holder of the copyright with a copy of the material you want to use. One copy will be returned countersigned to you. Keep the third copy as a record until you receive the countersigned agreement. If you don’t receive a response within a month, send a follow-up letter (marked “Second Request”) or call the publisher’s rights and permissions manager (or the author, if you’ve been informed that she or he is the copyright holder).
* In some cases, the copyright holder will send you a form to complete and return, instead of signing your request. These copyright holders will often ask for the estimated print run, list price, and publication date of your book. Ask your acquisitions editor for this information.
* Carefully check the permissions agreement to make sure that all rights requested have been obtained. (See our sample letters for the rights we require.)

For works of art, begin by contacting the museum or gallery that owns the original. They often can put you in touch with the rights holder or a clearinghouse. Most prominent artists, living and dead, whose works are protected under copyright are represented by the Artists Rights Society of New York (http://www.arsny.com).

**Submitting Permissions to Us**

A manuscript cannot be considered final until all necessary permissions have been cleared. Please make sure your permissions are in good order when you submit them to your editor with your manuscript. If the permissions are incomplete or not well organized, this will delay your manuscript’s going into editing and production.

* List and number all copyrighted material on the attached checklist. (Make copies of the checklist if necessary.) List copyrighted items in the order in which they appear in the manuscript.
* Attach to the checklist a copy of each request letter you sent and each signed and countersigned agreement you received. Mark each letter and agreement with a number that corresponds to the numbered item on your checklist.
* Keep copies of all letters and agreements for your records and submit your permissions file with your manuscript to the Press.

**Sample Letter Requesting Copyright Assignment from a Journal**

[date]

Permissions Department

[Journal Name]

[address]

Dear Permissions Manager:

In spring 200[X], the University of Pittsburgh Press will publish my book, [title], in cloth and paper editions and electronic. I would like to include in the book my article “[title of article],” which originally appeared in [date, volume number, journal name]. I would like to have the copyright assigned to me; the book will, of course, carry a credit line of your choice acknowledging prior printing.

A copyright assignment form is provided below for your convenience. Please fill in the requested information, sign the form, and return it to me at the address below, keeping a copy for your records.

Sincerely,

(name)

(address)

(telephone number)

(e-mail address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Copyright is hereby assigned to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[name]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for his/her article\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[title of article]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

which appeared in [journal name],\_\_\_\_\_\_\_\_\_\_\_\_\_[volume number/date]\_\_\_\_\_\_\_\_\_\_\_\_\_

The date of publication for that issue was\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Library of Congress copyright registration number was\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permissions Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Please include the following credit line:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sample Letter 2**

[This is a sample. You may alter wording if necessary—for example, if

you are contributing to an edited collection. Send to individual rights

holder or to the Permissions Manager at company/agency that holds the

rights to the material you would like to use.]

[Date]

Dear :

In 200[X], the University of Pittsburgh Press will publish my book, tentatively entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In it, I would like to include \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, originally published in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The University of Pittsburgh Press is a small, nonprofit scholarly press, and the book will have a relatively small print run. The Press would require world rights for all editions, including electronic, of the work.

Please indicate your permission to reprint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by signing below. In signing, you warrant that you are the sole owner of the rights granted and that your material does not infringe upon the copyright or other rights of anyone. Credit will be given to the author, publisher, and/or copyright holder as you indicate below. As we are under a strict deadline, I would appreciate a faxed response by [date].

With thanks for your cooperation,

[Your Name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Permission is hereby granted for use of the material cited above

as specified.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (printed or typed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title/Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit line \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sample 3**

CONSENT AND RELEASE

I hereby grant and assign to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

his/her licenses and assigns, the right to forever use all or part of my statements, or any paraphrase thereof, for any purpose, including advertising, in connection with his/her proposed work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, presently titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I hereby consent to the taping or recording of any conversations or interviews.

I understand that my name and likeness may be used in the Work and in conjunction with the promotion and advertising of the Work.

I agree that I shall have no right, title, or interest in any such material and no claim of any kind whatsoever arising out of any such use.

SIGNED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_