

**USE POLICY**  
**NEBRASKA STATE HISTORICAL SOCIETY**  
(effective November 3, 2015)

Still or moving image reproductions of photographs, documents, published materials, artifacts and other materials from the collections of the Nebraska State Historical NSHS (hereafter referred to as “NSHS”), reproductions of sound recordings from the collections of the NSHS, or still or moving images or audio recordings of spaces or activities of the NSHS may be used by individuals and corporate entities in various ways. This policy codifies the circumstances under which such uses may be made.

1. **PERMISSION.** Permission for use is granted at the NSHS’s discretion for a single and one-time use. Reproductions from the NSHS’s collections cannot be sub-leased or sold by the user, nor may the user permit others to reproduce the materials or any facsimiles of them by any means for any purpose. They also may not be transferred, donated or sold to another person or organization. The NSHS does not issue permission in perpetuity or without limitations.
2. **USE AGREEMENT.** Permission and the specifics of a particular use are documented in an agreement between the NSHS and the user, in which the user agrees to the parameters of this policy. The NSHS does not sign release forms developed by others.
3. **COPYRIGHT.** The NSHS does not claim exclusive ownership of the rights to and has not determined copyright status for many of the materials in its collections. Therefore, the NSHS is acting only as an owner of the physical item, and may or may not have in its possession a written conveyance of copyright from the creator or his/her heirs. The NSHS is not responsible for either determining the copyright status of the materials or for securing copyright permission. Possession of a reproduction of an item from the NSHS’s collections does not constitute permission to use it beyond “Fair Use” as defined by the copyright law of the United States, Title 17, United States Code. The user assumes all responsibility for any copyright research, clearance and violation.
4. **USE FEES.** The NSHS charges use fees to support the preservation and maintenance of its collections. No fees are charged for reference copies, for use by individuals for personal enjoyment or private study, scholarship or research, by teachers or students for class instruction or assignments, or by Nebraska local news media. Other uses are subject to use fees; see [FEES FOR THE USE OF STILL IMAGES](#) or [FEES FOR THE USE OF MOVING IMAGES AND SOUND RECORDINGS](#) for details. Use fees must be paid in advance of receiving use permissions and are non-refundable and subject to change without notice.
5. **DIRECT PROMOTION.** Any still or moving image or sound recording used in a product may also be used in the direct promotion of the work without requiring additional permissions or incurring additional use fees from the NSHS, but wider use or use in subsequent editions will require renegotiation.
6. **CREDIT LINE.** Use of any still or moving image or sound recording from the NSHS must be properly credited. The exact content and style of the credit line may conform to that used throughout the rest of the product, but *must at least* include the words “Nebraska State Historical Society” and the NSHS’s identification number for the item used. For web site use, the statement must include the words “Nebraska State Historical Society,” the NSHS’s identification number for the item used and the words “copy and reuse restrictions apply,” and must be placed near the image and linked to this use policy ([https://history.nebraska.gov/sites/history.nebraska.gov/files/doc/use\\_policy.pdf](https://history.nebraska.gov/sites/history.nebraska.gov/files/doc/use_policy.pdf)). In either case, the credit line must also include an explanatory statement regarding any manipulation of the item (see MANIPULATION below).
7. **MANIPULATION.** The NSHS is committed to protection of the historical integrity of the materials in its collections. It will not allow the inversion of the reproduction or the removal or addition of content. The NSHS will allow cropping of a still or moving image, selection of a detail within a still or moving image, excerpting of a moving image or sound recording, and adjustments to contrast, sharpness and other enhancements for the sake of clarity. An explanatory statement must be added to the credit line describing

any such changes. Any manipulation beyond those already stated must be approved by the NSHS and described in the credit line.

8. **WEBSITE RESOLUTION.** The NSHS will not allow a still image of higher than 100 dpi; a moving image with a frame size of more than 320x240 pixels, a frame rate of more than 20 fps and pixel depth of more than 16-bit; or a sound recording with a bit depth of more than 8 bits and a sampling rate of more than 22 kHz to be placed on a web site. Exceptions must be approved by the NSHS and will require an additional use fee charge.
9. **ENDORSEMENT.** Use of reproductions of materials from the NSHS's collections does not imply that the NSHS endorses any product, enterprise, expressed opinions, or confirms the accuracy of any content in any publication, production, broadcast, website or any other product in which such reproductions are used.
10. **INDEMNIFICATION.** The user will defend, indemnify, save, and hold harmless the NSHS, its employees, officers or designates, from any and all costs, expense, damage and liability arising because of any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of a reproduction of an item from the NSHS's collections or their use in any manner, including their inspection, publication, reproduction, broadcast, duplication or printing by anyone for any purpose whatsoever. The user is solely responsible for all issues of invasion of privacy, libel and/or slander that may result from use of these materials.
11. **DESTRUCTION OR RETURN OF ELECTRONIC FILES.** The NSHS requires the user to destroy or return to the NSHS any files provided to the user by the NSHS upon the completion of the project in which the content of the files is used.
12. **COMPLIMENTARY COPY.** Users shall furnish the NSHS with one copy of any tangible product created in which materials from the NSHS's collections are used, at no expense to the NSHS, for the NSHS to use for research and educational purposes as they relate to its mission. These may be sent care of the Library/Archives, Nebraska State Historical Society, Box 82554, Lincoln, NE 68501.
13. **NONCOMPLIANCE.** The NSHS reserves the right to refuse to grant use permission and/or provide reproductions to anyone who has not complied with our policies.
14. **CHANGE IN POLICY.** NSHS use policies are subject to change without notice. In case of a discrepancy, policies in effect at the time payment is made will apply.