



Cornell University
Library

Removing All Restrictions: Cornell's Policy on the Use Of Public Domain Images

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Policy until 2009



- Reproductions for personal and research use only
- Limited downstream use: no reproduction, dissemination, etc.
- In general, acted as if we owned a copyright in the reproduction
- Goals: credit, revenue from commercial and scholarly publications

2008 Policy Review



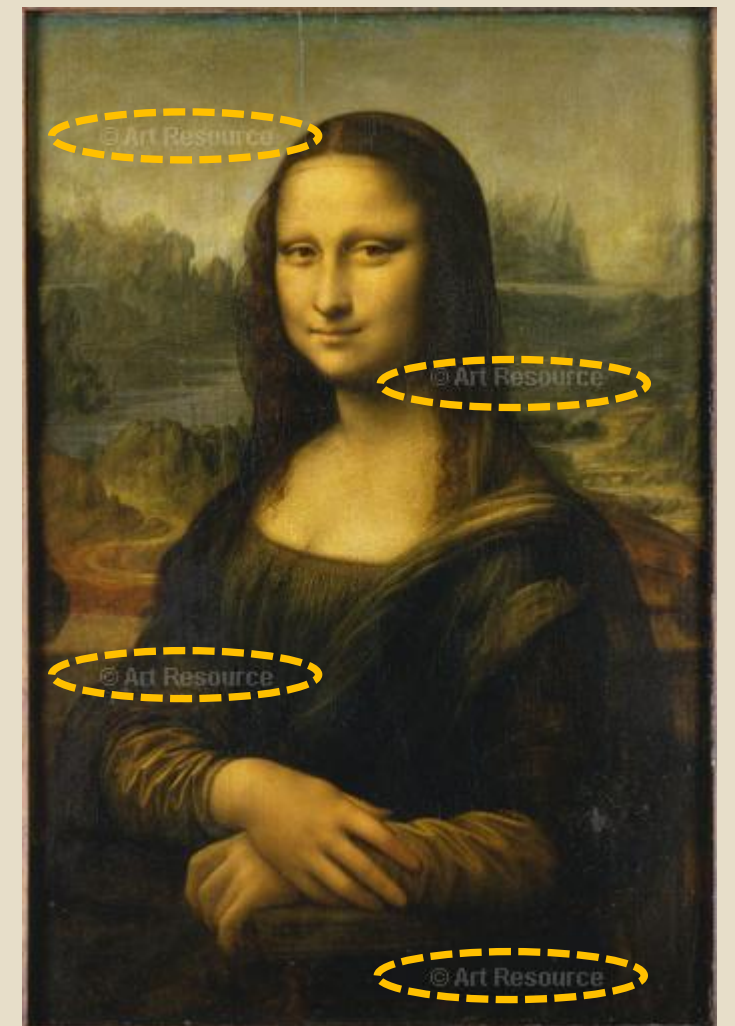
- Could we legally enforce our existing policy?
- *Bridgeman v Corel*: no copyright in “slavish reproductions”
- Asserting a © in scans was not an option



2008 Policy Review



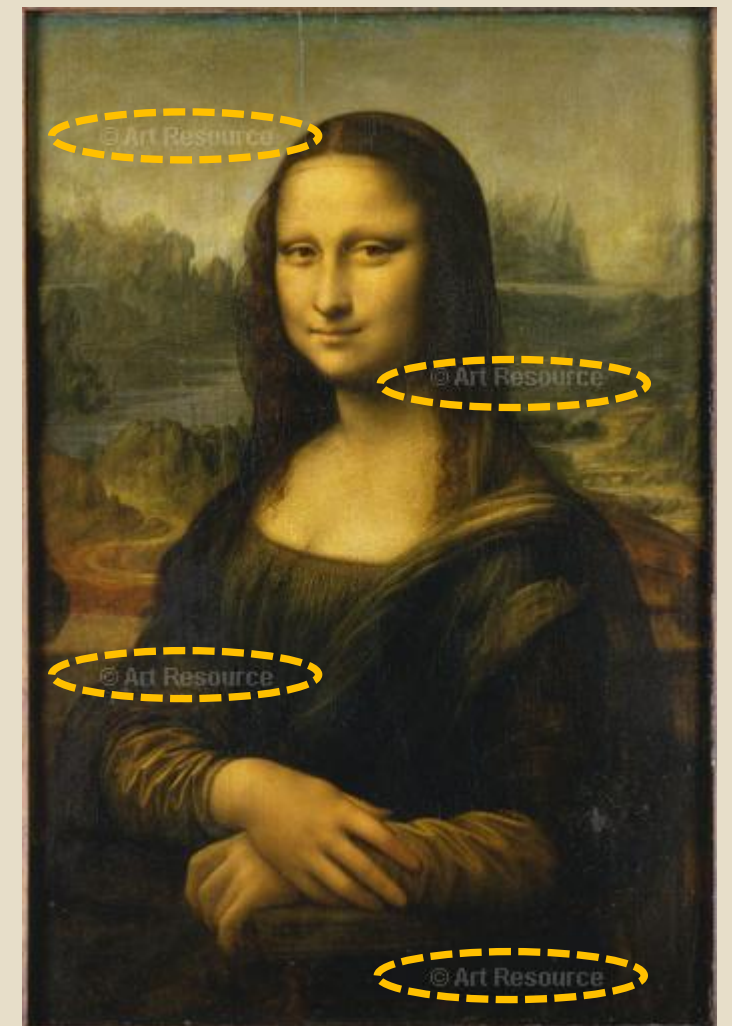
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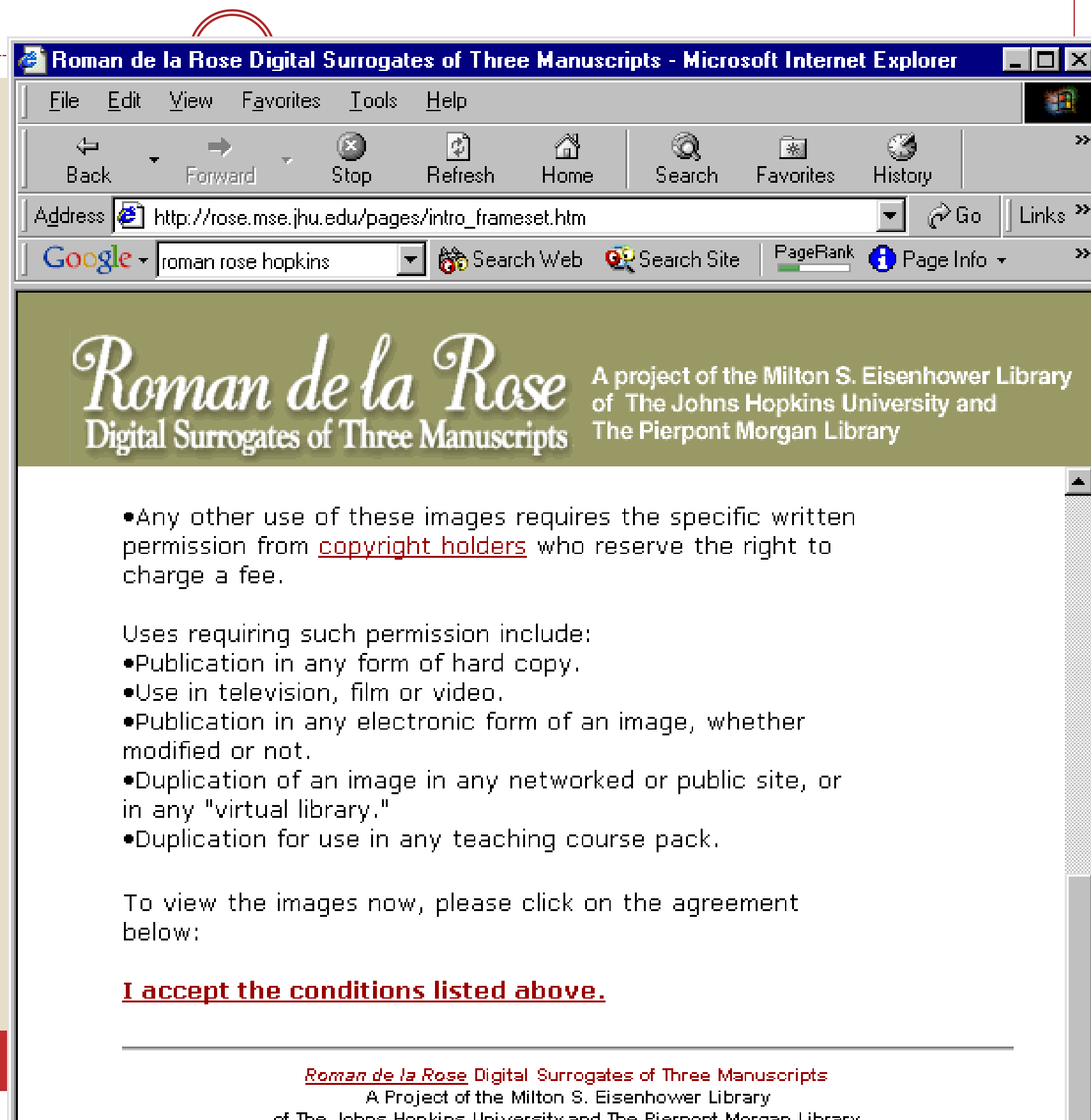


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Contract with Users?

- Need click-through or “browse-wrap” terms of service
- Applies only to user, not to others
- Did we ever expect to go to court?



Confusing to Users



- Copyright owner permission vs. repository permission
- Most don't know there is a difference
 - Example: *Anne Pearse-Hocker v. Smithsonian*



Photo Archives

Reproduction Rights Request
INVOICE



Smithsonian
National Museum of the American Indian

4220 Silver Hill Road, Suitland, MD 20746-2863 301-238-6624, x6370 (fax) 301-238-3206

APPLICANT

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N44926, man seated on floor with radio or walkie-talkie. American Indian takeover of Wounded Knee, South Dakota, 1973. Photo by Anne Pearce Hocker.

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2. If any other claims come forward demanding consequences for reproduction of the image and the applicant chooses to litigate such claims, the costs involved will be entirely the applicant's.

Option 3: Remove All Restrictions



- Suggested by Kenneth Hamma in *D-Lib Magazine*
- Compatible with Cornell's land-grant mission of fostering knowledge
- In line with open access publishing
- Frees staff to work on other things than permission
- Limits our risk if the © determination is in error
- Request, but do not demand, scholarly attribution
- Still charge for services we provide

Credits



- Mona Lisa: Réunion des Musées Nationaux / Art Resource. Photo: René-Gabriel Ojéda.
http://www.artres.com/C.aspx?VP3=ViewBox_VPage&VBID=2UN365NJ9EDA&IT=ZoomImageTemplate01_VForm&IID=2UNTWAOXTJU5
- Pearse-Hocker v. USA: <http://dockets.justia.com/docket/federal-claims/cofce/1:2010cv00269/25085/>



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