

Instructions to Journal Authors for Obtaining Third-Party Permissions

This PDF provides a brief overview of Duke University Press's permissions requirements. Along with the accompanying form letter, it is intended to assist you in obtaining the rights required for publishing third-party images or text when these materials are not in the public domain or do not fall under "fair use" guidelines.

What DUP Requires:

Non-exclusive worldwide publishing rights for use of the identified image(s) or excerpt(s), in all media and formats, within the article to be included in the journal issue in whole or in part, with no time/term restrictions.

The form letter can be used to request permission in two ways:

- You can send the PDF to the rights holder to be returned with a signature; or
- You can copy and paste the text from the form letter into the body of an e-mail to the rights holder.

Ultimately, you need to provide either:

- The signed form, as a mailed hard copy or scanned PDF; or
- The entire e-mail correspondence, including your original request for permission and the rights holder's agreement.

Submit the documentation to your journal editor with your manuscript materials.

Examples of language that is unacceptable in a permission grant or usage terms:

- Territory limits such as "North American only"
- "Print-only"
- "For Noncommercial Use": Generally found in online image repository terms. While Duke University Press is a nonprofit organization, we are still considered to be a commercial publisher
- Term limits for the online version of the journal, such as 5 years
- Exclusion or limitation of electronic rights, including restrictions based on URL or password-protected access
- For cover images: "interior use only" or "cannot be cropped." (If "front cover only" is specified, check with your journal's editor)

Third-Party Contracts:

Literary agents and image sources* (e.g., Getty, ARS, Corbis) will require you to sign their own contract** or licensing agreement, and may request specific information about the usage of the material. Make sure that nothing in the contract language conflicts with any of the required DUP rights listed above.

*Duke University Press has negotiated specific mutually agreeable language with both Getty and Corbis. Contact your Editor for information on how to get in touch with a representative from either company.

****Before signing a contract or paying a fee, run the contract by your journal's editor for assessment.**

Notes:

- **Fees:** Consider asking the rights holder to waive fees, since DUP is a not-for-profit publisher and the work is of a scholarly nature.

- **Print quantity:** If a print quantity limit is specified, check with the journal's editor to ensure that the allowed quantity is sufficient.
- **Epigraphs** that do not fall in the public domain require permission unless they are clearly a "fair use." A quote that is minimal and directly analyzed within the article text is generally considered fair use. In other cases, check with the editor.
- **Copies for rights holder:** If print and/or electronic copies (of the article or issue in which it appeared) are a condition for the grant of permission, you, the author, are responsible for providing these copies.
- **Fair use:** Varies by country. Be certain that your fair use claim has such clear legitimacy that the need to contact the rights holder is obviated. If you feel that the discussion of an image or text excerpt in your article (or within the caption accompanying the image) may not be sufficient to legitimately claim fair use, consider strengthening the discussion.
- **Creative Commons and other online image repositories:** You will need to fully investigate the source and usage terms of any "public domain" or "free use for scholarship" website from which you obtain an image. Creative Commons licenses vary greatly by version, and every image repository site (even if the image is in the public domain) may have its own terms of use. It is your responsibility to ensure that none of these terms or restrictions conflict with DUP's core rights requirements, stated above.
- **Due Diligence:** If you are unable to locate the rights holder, fully document your attempts to make contact. Repeated attempts with no success are necessary to prove due diligence, which may allow use without a grant of permission.