RARE AND RESEARCH MATERIALS
POLICY & PROCEDURES FOR USE

The Local History Department, Herman Melville Collection, Berkshire Authors collection and the Mary Rice Morgan Ballet Collection are specialized areas which require special handling of the materials contained therein. The nature of the materials is unique and appropriate care must be exercised to insure that future generations of researchers will have access to these materials. The visitor is therefore requested to observe the following guidelines (and to consult “The Mary Rice Morgan Ballet Collection” supplement to this policy and procedures statement if their interest is in that collection):

1. PERMISSION TO EXAMINE:
   1.a. APPLICATION: Permission to examine rare materials shall be granted to qualified researchers upon completion of the application form (“Application for the Use of Special Collections” appended). Library staff should conduct a reference interview to determine the appropriateness of the access request.
   1.b. IDENTIFICATION: Persons submitting an “Application for the Use of Special Collections” may be required to provide positive identification, consisting of an identity card with a photograph and a current address (i.e. driver’s license).

2. PROTECTION OF MATERIALS:
   2.a. USE OF COPIES: At the discretion of the librarian in charge, researchers may be required to use microfilm or printed copies of materials when such copies are available.
   2.b. PROPER USE: Researchers shall respect the fragile nature of the Athenaeum’s rare materials and will refrain from writing on, folding, tracing, fastening with rubber bands or paper clips, or otherwise handling the materials in any way likely to damage them.
   2.c. DISALLOWED ITEMS: Notebooks, pencils, paper, portable typewriters, and laptop computers are allowed in the proximity of the Athenaeum’s special collections, however to assure the safety and security of these rare materials, food, drink, pens, coats, briefcases, packs and/or other carrying cases may not be allowed.
   2.d. REMOVAL: Unless specifically authorized to do so by the librarian in charge, rare and research materials may not be removed from the rooms where they are stored.

3. FEES AND CHARGES:
   3.a. PUBLIC LIBRARY OBLIGATION: The Berkshire Athenaeum is the public library for the City of Pittsfield and as such has an obligation under Massachusetts General Law, to provide normal or customary library service at no charge to its users.
   3.b. ADDED EXPENSES: The Athenaeum may charge for those reasonable expenses it may incur as part of satisfying a request for service from the library’s rare and research collections. Such charges would typically include those assessed to the Athenaeum for duplication, photocopy, scanning fees, shipping, insurance, etc., which would be passed on to the requesting researcher.
   3.c. EXTRAORDINARY SERVICE REQUESTS: Occasionally the library receives requests that place an extraordinary burden on the Athenaeum’s time and resources. The hiring of
additional, part-time assistance to fulfill a request constitutes an extraordinary service provided by the Athenaeum, and therefore such service falls outside of the general policy set forth in Section 3.a. above. A reasonable fee (calculated at the rate per hour times the number of hours the extraordinary service takes the necessary part-time worker) charged to the requestor to cover this cost would be permissible under the General Laws of the Commonwealth. Such fees or charges are to be determined on a case-by-case basis and shall be assessed only at times the library is called upon to provide extraordinary service.

4. PERMISSION TO PUBLISH:
4.a. PERMISSION DEFINED: Permission to examine or copy material is not an authorization to publish. To the extent that it may properly do so, the Athenaeum will ordinarily grant the usual publication right to qualified researchers.
4.b. APPLICATION: Specific written request for the right to publish should be made to the Athenaeum prior to publication on the “Application for Permission to Publish” forms provided by the Athenaeum which should be submitted in duplicate. The requestor’s signature on this form indicates an understanding and acceptance of the terms of this policy statement. Both copies of the application should be signed and returned by the requestor. A countersigned copy will be returned to the requestor when permission is granted.
4.c. ONE-TIME USE: Permission is granted for one-time use in the publication identified in the “Application for Permission to Publish”. Any other edition or use will require separate permission, although additional printings of the same edition will not require separate permission.
4.d. COMPLIMENTARY COPY: While there is no fee for permission to publish an image of Berkshire Athenaeum property, the Berkshire Athenaeum will receive one copy of the publication at no charge upon publication. A dissertation is considered a published work.
4.e. CREDIT: Each published image belonging to the Berkshire Athenaeum must include the name of the photographer, author or creator (if available) and the following credit: “Berkshire Athenaeum, Pittsfield, Massachusetts.”

5. COPYRIGHT:
5.a. RETAIN COPYRIGHT: In giving permission to publish material, the Berkshire Athenaeum does not surrender its own right thereafter to publish the material or to grant permission to others to publish it.
5.b. COPYRIGHT INFRINGEMENT: The Athenaeum also does not assume any responsibility for infringement of copyright or of publication rights in the material held by others. Researchers are responsible for determining who may hold the copyright, and what is the status of said copyright, on items they use.

6. EXCLUSIVE RIGHTS: The Berkshire Athenaeum will not grant exclusive rights to examine or publish material to any researchers.

7. DUPLICATION:
7.a. COPYING WHEN SAFE: The Berkshire Athenaeum will consider requests for the photo-duplication of material when such duplication can be done so without injury to the material.
7.b. REPRODUCTION PRINTS: In the case of pictorial material, reproduction prints will also be available, depending on the condition of the material.
7.c. SERVICE FEES: A service fee, reflecting the cost of duplication, will be charged as necessary.

8. PERMISSION TO PHOTOGRAPH / SCAN:
8.a. APPLICATION: Specific written request for the right to photograph or electronically scan library materials should be made to the Athenaeum on the “Application for Permission to Photograph / Scan” forms provided by the Athenaeum. The requestor’s signature on this form indicates an understanding and acceptance of the terms of this policy statement. Two copies of the application should be signed and submitted by the requestor. A countersigned copy will be returned to the requestor when permission is granted.

8.b. SUPERVISION: If permission to photograph / scan is granted, an authorized Athenaeum representative must be present at all times. The supervisor responsible for the collection will determine the extent to which an item can be moved or the conditions under which it may be photographed.

8.c. ONE-TIME USE: The application (“Application for Permission to Photograph / Scan” appended), once completed and signed by both parties, constitutes permission for one-time use by the named applicant for the purpose stated above only.

8.d. REPRODUCTION: Photographs or scanned images are not to be reproduced, duplicated, published, exhibited or loaded onto the Internet without written permission from the Berkshire Athenaeum. Permission to publish must be applied for separately as outlined in Section 3 above.

9. LOANS:
9.a. LOAN AGREEMENTS: Materials in the rare and research collections of the Athenaeum do not circulate, however for certain qualified art, history or educational institutions special loan arrangement can be made. Such loans require the completion of the “Loan Agreement” form appended. The borrower’s signature on this form indicates an understanding and acceptance of the terms of this policy statement. Two copies of the “Loan Agreement” application should be signed and submitted by the borrower. A countersigned copy will be returned to the borrower when permission is granted. Applicants looking to borrow multiple items may append a list to their application rather than submit separate applications for each item. Such a listing should be signed by the borrower on each page to verify the contents of the list.

9.b. TRANSPORTATION: All transportation expenses associated with the loan of items from the Athenaeum’s rare and research collections shall be borne by the borrower. Mode of transportation shall be mutually agreeable to both the borrower and the Athenaeum.

9.c. PACKING: The costs of making packages, cases, and of packing borrowed objects shall be met by the borrower. The Athenaeum does not regularly employ packers who have sufficient knowledge and experience to handle the borrowed materials with appropriate safety, so special packers acceptable to the Athenaeum shall be employed by the borrower. The Athenaeum shall provide any special packing instructions deemed necessary, particularly for fragile objects or specimens. When returned, borrowed materials shall be packed in exactly the same way as they were sent and with the same cases, packages, pads, and other furnishings when possible, unless a change is specifically authorized by the Athenaeum.
9.d. **INSURANCE:** Insurance in the amount of the value determined by the Athenaeum shall be placed on all loans and carried in force from the time when the materials to be lent are removed from their normal places of exhibition or storage, until the materials are returned in satisfactory condition to such places of exhibition or storage. This shall be an all risk, wall to wall policy, and all costs shall be borne by the borrower. Certificates of insurance shall be provided to the Athenaeum prior to the borrower’s use of the materials, and shall name the Berkshire Athenaeum and the City of Pittsfield as additional insureds.

9.e. **CARE:** Borrowed objects or materials shall be held and returned in the same condition in which they were received by the borrower.

9.f. **DAMAGES:** Any evident damage to borrowed materials at the time of receipt by the borrower or while such materials are in the care of the borrower will be reported immediately to the Athenaeum.

9.g. **TREATMENT:** Borrowed materials will not in any way be treated, cleaned, unfitted, repaired, remounted, reset, dissected, or submitted to any examination or application which would tend to alter the condition except as such treatment may be specifically authorized in writing by the Athenaeum.

9.h. **SECURITY:** The borrower shall undertake to maintain constant and adequate protection of borrowed materials from the hazards of fire, exposure to extreme or deteriorating light, extremes of temperature and relative humidity, insects, dirt, theft, and mishandling or handling by unauthorized or inexperienced persons or by the public. The Athenaeum may require such assurances of general protection as are considered appropriate to the loans requested. A “Standard Facility Report” may also be required of the borrower.

9.i. **ADDED EXPENSES:** Any additional expenses, such as insurance, special communications, provisions for security or other expenses incurred in effecting the loan and maintaining the borrowed materials in safe and suitable circumstances, shall be borne by the borrower.

9.j. **REPRODUCTIONS:** The borrower should not assume the right to photograph and reproduce photographs of the material on loan for educational, catalog, publicity or other purposes unless permission is granted in writing by the Athenaeum according to sections three and seven above.

9.k. **CREDIT:** The borrower shall indicate the ownership of the items lent by suitable labels, mention in exhibition catalogues and press releases, as follows: “Berkshire Athenaeum, Pittsfield, Massachusetts.”

9.l. **RETURNS:** Unless otherwise notified in writing, the objects will be released only to the Berkshire Athenaeum.

10. **INDEMNIFICATION:**

10.a. Applicants for the use of the Athenaeum’s rare and research materials shall agree at all times to indemnify, release and hold harmless the Berkshire Athenaeum and the City of Pittsfield, its officers, partners, directors, officials, servants, agents and employees, from and against any and all liability, loss or damage, or consequential damage, including all attorneys’ fees, costs, and disbursements, caused by or arising out of the Applicant’s use of materials in the rare and research collections of the Berkshire Athenaeum.

10.b. Such liability, loss or damage, or consequential damage shall include, but not be limited to, claims and demands made against the Berkshire Athenaeum and the City of Pittsfield as a result of the Applicant’s infringement upon the rights, trade names, trademarks, copyrights, patents, literary or dramatic rights and performing rights or rights of privacy.
of any owner, licensor, copyright holder or any writer, composer or other corporation, partnership or entity owning or having any other legal interest in the rare and research collections of the Berkshire Athenaeum.

11. **GOVERNING LAW:** Any agreement giving permission to publish, reproduce or borrow rare and research materials from the collections of the Berkshire Athenaeum shall be governed by the laws of the United States and the Commonwealth of Massachusetts. The Applicant shall understand that he or she may be subject to civil and criminal penalties for the infringement upon the rights, trademarks, copyrights, patents, literary or dramatic rights and performing rights or rights of privacy of any owner, licensor, copyright holder or any writer, composer or other corporation, partnership or entity owning or having any other legal interest in the rare or research collections of the Berkshire Athenaeum.