

AYN RAND INSTITUTE
RESEARCHER AGREEMENT

Researcher and Ayn Rand Institute ("ARI") hereby enter into this Researcher Agreement, effective as of the date of execution, concerning the information and materials ("Archive Material") contained in the ARI:

1. ***Purpose of Agreement.*** Researcher desires to access and use the Archive Material for educational and/or research purposes only. ARI is willing to provide Researcher access to the Archive Material for educational and/or research purposes only.
2. ***Grant of Access.*** Subject to the terms and conditions in this Researcher Agreement and the exhibits attached hereto, ARI grants Researcher the right to access and use the Archive Material for educational and/or research purposes only.
3. ***Prohibited Uses.***
 - (a) Researcher shall not use the Archive Material, or any materials or products derived therefrom, for any commercial, profit-making use.
 - (b) Researcher shall not reproduce, distribute, or publicly display the original Archive Material to any other parties in such a form that the original Archive Material may be extracted, except that it may be shared among members of Researcher's research team (co-investigators, students, assistants).
 - (c) Researcher shall not quote from any of the Archive Material unless and until Researcher has obtained the express written permission of the appropriate rights owner, if any, as discussed in Section 4(b), below. To the extent any of the Archive Material is in the public domain, this provision shall not apply.
 - (d) Researcher shall paraphrase the Archive Material only in such detail as is essential to a just expression of its historic and philosophic significance.
4. ***Ownership Rights & Acknowledgments.***
 - (a) The Archive Material is protected under the copyright laws of the United States (Title 17, United States Code), and various other nations, and may also be subject to certain common law or statutory rights, such as rights of privacy or publicity. The owners of these proprietary rights include the Ayn Rand estate, the Ayn Rand Institute, and various other third parties. Researcher agrees to respect these

proprietary rights, and all other title and ownership rights of the Ayn Rand estate, the Ayn Rand Institute, and any third parties in and to the Archive Material.

- (b) Researcher has the right to use the Archive Material in any manner that would constitute a "fair use" under 17 U.S.C. § 107 of the Copyright Act. To use the Archive Material for any purpose that would not constitute a "fair use," Researcher must first obtain the express written permission of each and every appropriate rights owner. Failure to obtain such permission may subject the Researcher to liability for copyright infringement or violations of privacy and publicity rights. Researcher hereby acknowledges that ARI has no duty to, and will not undertake to, obtain such permissions for Researcher.
- (c) The donor of certain Archive Material hereinafter referred to as the "Ayn Rand Papers at the Ayn Rand Institute" has implemented specific restrictions regulating the access to and use of these materials. Only researchers who are authorized, full-length biographers may examine the "Ayn Rand Papers at the Ayn Rand Institute." These materials may not be used for any unauthorized, full-length biographies. These restrictions do not extend to: (i) unauthorized biographical works of a shorter nature, such as magazine articles or special studies; or (ii) the publications of personal memoirs from its oral history program. ARI reserves the right to refuse Researcher access to or use of the "Ayn Rand Papers at the Ayn Rand Institute" if, in ARI's sole discretion, such access or use would or might involve violation of these restrictions.
- (d) Researcher agrees to deposit a copy of any published results of Researcher's research of the Archive Material with ARI.
- (e) Researcher agrees to give credit and acknowledgment in any published or presented material to the appropriate rights owners of the Archive Material. In addition, Researcher agrees to give credit to the Ayn Rand Institute as repository, for the use of Archive Material in any published or presented materials.

5. **Indemnity.** Researcher hereby agrees that Researcher alone is responsible for Researcher's access to and use of the Archive Material and Researcher hereby agrees to indemnify, defend, and hold ARI, and its parents, subsidiaries, officers, directors, employees, agents, and affiliates harmless from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Researcher's access to and use of the Archive Material, including without limitation, any claims for copyright infringement, or invasion of privacy or publicity.

6. **Termination.** Researcher acknowledges and understands that ARI has the right to terminate Researcher's access to or use of the Archive Material if Researcher demonstrates such carelessness or deliberate destructiveness as to endanger the safety of the Archive Material; if Researcher makes any misrepresentations on the researcher application; if Researcher violates the terms and conditions of this Researcher Agreement, or any of the exhibits attached hereto; or if ARI knows or has reason to believe that Researcher's use of the Archive Material will violate the proprietary rights of any third party.

7. **Photocopy.** ARI will provide reproductions or photocopies of Archive Material upon request from Researcher for a standard fee, to the extent authorized by the copyright laws of the United States (Title 17, United States Code). Pursuant to those copyright laws, any reproductions or photocopies provided by ARI are not to be "used for any purpose other than private study, scholarship, or research." If Researcher makes a request for, or later uses, a reproduction or photocopy for purposes in excess of this authorized use, Researcher may be liable for copyright infringement. ARI reserves the right to refuse to accept a copying request if, in its sole discretion, fulfillment of the request would or might involve a violation of copyright law.

By signing below, Researcher hereby agrees to abide by the above terms and conditions.

Signature: _____
Print Name: _____
Organization: _____
Address: _____

Telephone: _____
E-mail: _____
Date: _____

ARI Info:
Received By: _____
Date: _____

Rules for Using the Materials

The following is made a part of the Ayn Rand Institute Researcher Agreement:

In handling and examining primary and secondary materials at the Ayn Rand Institute, I agree to observe the following rules:

- 1) Researcher will supply a valid driver's license or equivalent identification, which will be photocopied and will remain with the monitor during the visit.
- 2) Laptop computers may be used for taking notes, as well as pencil and paper.
- 3) When working with archival materials, all book bags, briefcases, purses and overcoats must be deposited with the monitor and placed in a locker or separate area.
- 4) Drinking or eating is not permitted in the examination area.
- 5) The use of ink or felt tip pencils is not permitted with archival materials.
- 6) While using archival materials, the researcher must work in view of a monitor.
- 7) Researcher is permitted to examine one document carton at a time. Only one folder at a time may be removed from the carton for examination. The material within each folder must be kept flat and examined one page at a time. Original order must be preserved, including the presence of folded white paper enclosures. The moving of boxes to and from the examination table will be the responsibility of the monitor.
- 8) Researcher will handle all photographs and slides with cotton gloves provided by the monitor.

I have carefully read the **Rules for Using the Materials** and agree to observe them.

Signature and Date

Name (please print)
