



PERMISSIONS APPLICATION FORM

Use of Activities and Other Content
Copyrighted by Project WET Foundation (Formerly The Watercourse)
Updated 2019

All activities in Project WET Foundation (PWF) publications are the original creations of PWF. They may not be published in any form without the written consent of PWF, in the form of a signed Permissions Application Form or a Copyright License Agreement.

Please note that PWF grants only a very small number of permission requests each year. Requests for permission will be considered on a case-by-case basis.

Please note that the PWF does not allow its activities to be placed on the Internet by any party. The PWF does not allow its activities to be modified, adapted, or renamed.

Publisher or individual seeking to use PWF activities should carefully review the Project WET Foundation Permissions Policy. By signing this Permissions Application Form, publisher / individual agrees to all stated terms and conditions. Please contact Project WET at 406.585.4115 or info@projectwet.org with any questions. All Permissions Applications must be mailed with an original signature (not a photocopy).

POLICY / TERMS

1. Permissions Application Form

*All requests for permission to publish PWF content and activities—in any format (including but not limited to print, electronic, performance, video)—must be submitted in the form of a Permissions Application Form with **an original signature** and **mailed** to:*

Project WET Foundation
Permissions Department
301 North Willson Ave.
Bozeman, MT 59715

Please allow a minimum of six weeks for review. The PWF will respond to written requests as quickly as staff time allows and will not review requests based on outside schedules or publishing deadlines.

Throughout the Permissions Application Form, the term *publisher* refers to both the individual making the request and the party publishing the materials. The publisher takes full responsibility for use of PWF activities and agrees to the terms described herein.

2. One-time Use

This Permissions Application Form addresses **one-time use only**. That means that if permission is granted, the publisher may only use the PWF content or activity in the manner and for the number of copies described on the Permissions Application Form.

Publisher **may not** repackage or re-use the activity or content for any additional projects. If a publisher wishes to print additional copies, change the format, or create a new publication in any form that incorporates the PWF activities, they will need to submit a new Permissions Application Form.

3. Use Fees

Requests for permission (and accompanying fees) fit into one of two categories:

Private, non-commercial one-time use:

1 to 30 copies: Contact us for fees.

Public, government, and/or commercial one-time use*:

30+copies: Fees are negotiated.

**A separate Copyright Licensing Agreement is required.*

The payment of fees does not communicate any delivery of material files nor does it transfer ownership or copyright to the publisher. The PWF retains all copyrights to its content and activities. Payment must be received prior to use.

Important note: If copyrighted PWF content and activities (whole activity, method, or any distinguishable part) are used without first receiving written permission, an invoice for \$15,000 per PWF activity used and a notice of copyright violation will be sent to the publisher, along with orders to destroy all copies and to cease and desist. Copyright violations will be prosecuted to the fullest extent of the law.

4. Adaptation or Modification

If permission is granted, the publisher **may not** modify, adapt, or rename the activity. The publisher is prohibited from creating derivative works of the PWF activity. ***The act of changing titles, photographs, illustrations, and introductory text does not constitute creation of a new activity.*** The teaching method portions of the PWF's activities are the core of the copyright.

5. Credit and Citation

- a. *On every page of the publication in which PWF activities appear, the following credit must be placed ("year" refers to the **original copyright year** of the PWF material you wish to publish):*
© (year) by the Project WET Foundation. Used with permission.
- b. *In all resources/bibliography listings, full citation of the activity title, book title, publication date, and page numbers must appear.*
- c. *On the sponsor's/contributor's page and in any website listings, the following information must appear:*
Project WET Foundation
301 North Willson Ave.
Bozeman, MT USA 59715
1-866-337-5486 (toll-free)
1-406-522-0394 (fax)
info@projectwet.org

d. In the acknowledgments, please thank Project WET Foundation for content contributions.

Please note: There should no longer be any references to The Watercourse. All Watercourse copyrights have been transferred to the PWF as of July 1, 2005. All credits should reference the Project WET Foundation.

6. Images Not Owned by Project WET

Project WET Foundation activities may include photographs and artwork licensed from photographers, artists, and agencies for the specific use by the PWF. The PWF does not own these images and thus cannot and does not grant permission for the use of the photographic and artistic works of others.

7. Submittal of Publication

No later than 3 months after publication, publishers who are granted permission to publish copyrighted activities must send to the PWF one copy of the published work. If a publisher fails to submit this copy, all future requests for copyright permission will be denied.

8. Payment

If PWF chooses to grant permission, PWF will send an invoice, which must be paid in full before PWF signs the Permissions Application Form and grants official permission. Official permission is not granted until payment is received and the Permissions Application Form is signed by Project WET.

9. Assignment

The publisher may not assign a use agreement or license for the PWF content in question, including any parent, subsidiary, or affiliate or as part of the sale of any portion of its business, or pursuant to any merger, consolidation, or reorganization or operation of law, without the PWF's prior written consent.

10. Governing Law

The Permissions Application Form and agreement shall be governed by the laws of the State of Montana. Sole venue and jurisdiction for any proceedings under the Agreement shall be in the state and federal courts located in Bozeman or Billings, Montana, respectively.

APPLICATION

DATE: _____

PART ONE: The Publisher

The term *publisher* refers to both the individual making the request and the party publishing the material. The publisher takes full responsibility for use of PWF activities and agrees to the terms described herein.

Name of person making this request

Name _____

Job title _____

Address _____

Phone _____
Email _____ Website _____

Publisher _____
Address _____

Phone _____
Email _____ Website _____

PART TWO: The Publication

1. What is the exact title of the publication in which a PWF activity will appear?

2. How many copies of this publication will be printed? Please note that PWF does not allow any of its activities to be posted on the Internet.

3. What are the page count and trim size of the publication?

4. What will the publisher charge for the publication?

5. How will the publisher distribute this publication?

6. Does the publisher have a plan to reprint this publication? Please explain.

7. Who are the publisher's target audiences for this publication?

PART THREE: Activities or Other Content

1. For the activity or other content you are applying for permission to use, please list the exact PWF book title, ISBN, copyright date and printing number, activity title, and page number(s):

PWF Book Title

ISBN

Copyright Date

Printing Number

Activity Title

Page Numbers

PWF Book Title

ISBN

Copyright Date

Printing Number

Activity Title

Page Numbers

PWF Book Title

ISBN

Copyright Date

Printing Number

Activity Title

Page Numbers

PART FOUR: Signature

I have read and agree to the terms of PWF's Permissions Policy as it concerns one-time use and prohibits modification or adaptation of PWF activities or other content. I understand that in agreeing to these terms, I am responsible for protecting the copyright of these activities. I further understand that any use of PWF activities outside of these stipulations will be prosecuted to the fullest extent of the law.

Signature of Applicant

Date

AUTHORIZATION (for Foundation use only)

Date Signed Permission Application Form Received: _____

This request has been:

Approved: _____

Rejected: _____

Terms:

Use fee: _____ waived _____

Permission is granted for this number of copies only: _____

Credit requirement (in addition to that noted on the Permissions Policy): ____ We will place a credit on the electronic file we provide to you for the activity. Please give appropriate credit in communications with the school/teachers when providing the activity with the poster.

Other terms: _____

Signature: _____ Date: _____
Nicole Rosenleaf Ritter, VP of Communications

Signature: _____ Date: _____
John Etgen, CEO