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6. Copyright Agent.

Agent Contact Information and Policy on Repeat Infringers

This page is designed to facilitate submissions about content providers or forum participants who provide or post copyright protected material without necessary rights and permissions.

If you are interested in obtaining rights to use PBS Online materials, please <u>click here</u>.

Interim Designation of Agent to Receive Notification of Claimed Infringement, pursuant to 17 U.S.C. 512 (c)(2):

Address:

Public Broadcasting Service (PBS) 2100 Crystal Drive Arlington, Virginia 22202-3785

Name of Agent Designated to Receive Notification of Claimed Infringement:

Scott Griffin, Assistant General Counsel

Address of Designated Agent to which Notification should be Sent:

Public Broadcasting Service (PBS)
Office of the General Counsel
2100 Crystal Drive
Arlington, Virginia 22202-3785

Telephone Number of Designated Agent:

(703) 739-5000

Facsimile Number of Designated Agent:

(703) 837-3300

Use the form at the bottom of this page to contact the Designated Agent

(IMPORTANT: This email address is intended specifically for the receipt of "Notifications of Claimed Infringement" under the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512. It is not intended for the general inquiries and permission requests concerning the use of PBS programs or materials.)

Policy on Repeat Infringers, pursuant to 17 U.S.C. 512(i):

PBS has adopted and implemented a policy respecting the copyright law that provides for the termination in appropriate circumstances of users of the PBS online system or network who are repeat infringers. PBS may terminate access for content providers or forum participants who are found repeatedly to provide or post protected material without necessary rights and permissions.

Elements of Notification

If you are a copyright owner or agent thereof and believe that any content infringes upon your copyright, then you may submit a notification pursuant to the Digital Millennium Copyright Act by providing our agent with the following information in writing:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- (iv) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Elements of Counter-Notification

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content, then you may send a counter-notice containing the following information to our agent:

- (i) A physical or electronic signature.
- (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- (iii) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(iv) Your name, address, telephone number, and e-mail address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which the service provider may be found, and that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received, PBS may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member, or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at PBS's sole discretion.

Contact Copyright Agent

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First Name	Last Name
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Email *	
Explanation of Infringement	

Please see the "Elements of Notification" section above for details on the required information.

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