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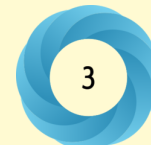
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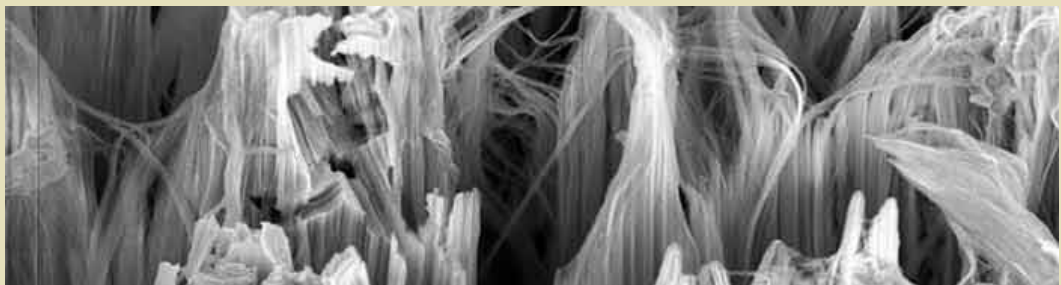
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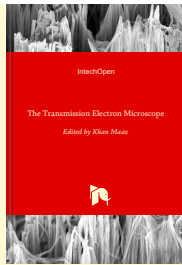
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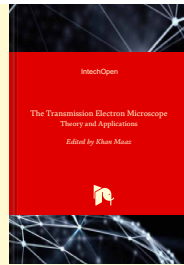
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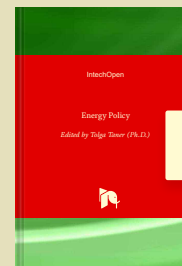
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1. The purpose and character of the use, including whether the use is of a commercial nature or is for nonprofit educational purposes;
2. The nature of the copyrighted work;
3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole; and
4. The effect of the use upon the potential market for or value of the copyrighted work.

Under the first factor, courts focus on two primary issues. First, they consider whether the use is a transformative use that adds something to the work (e.g., literary criticism or scholarship) or whether the use is merely a copy offered as a substitute for the original. Second, the courts consider whether the use is for commercial or nonprofit purposes. A nonprofit use for socially beneficial purposes, while not determinative, weighs in favor of a fair use finding.

Under the second factor, courts find the scope of "fair use" is greater with respect to factual works than non-factual works. Under this factor, courts have also found that the scope of fair use is much narrower for high-priced newsletters than for inexpensive mass circulation periodicals such as newspapers.

Under the third factor, courts disfavor the copying of entire articles or publications. Courts consider not only the percentage of the original used but also the importance of the portion used. Use of a portion that is the "heart of a work" is less likely to be considered a "fair use."

Under the fourth factor, courts are less likely to find "fair use" if widespread practice of the challenged use would adversely affect the market for the copyrighted work.

In making "fair use" determinations, courts are not restricted to the four factors discussed above. In addition, the amount of weight courts assign to each factor varies with the specific circumstances. Accordingly, "fair use" inquiries are highly fact-specific and do not readily admit to bright line generalizations. For further guidance on questions of "fair use," contact EPA's Office of General Counsel.

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Author: Lorenzo G. Cena, T. Renée Anthony, Thomas M. Peters

Publication: Environmental Science & Technology

Publisher: American Chemical Society

Date: Aug 1, 2011

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Title: Effects of Ionic Strength on the Isotropic–Chiral Nematic Phase Transition of Suspensions of Cellulose Crystallites

Author: Xue Min Dong, Tsunehisa Kimura, Jean-François Revol, et al

Publication: Langmuir

Publisher: American Chemical Society

Date: Jan 1, 1996

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Author: Sandra Camarero Espinosa, Tobias Kuhnt, E. Johan Foster, et al

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