

**Basic Books, Inc. v. Kinko's Graphics Corp.,
758 F. Supp. 1522 (S.D.N.Y. 1991)**

Year	1991
Court	United States District Court for the Southern District of New York
Key Facts	Defendant Kinko's Graphics Corp., a computerized duplication service, obtained course reading lists from college professors and, without permission or paying licensing fees, photocopied excerpts from the assigned reading materials. Kinko's assembled the photocopied material into low-cost "course packets" to sell to students for a profit. Plaintiffs were a group of publishers who owned copyrights for some of the publications Kinko's used in its course packets. Kinko's claimed that duplicating copyrighted materials for course packets was fair use.
Issue	Whether it was fair use for Kinko's to photocopy publishers' copyrighted works without permission or payment for the purpose of selling course packets to students for profit.
Holding	The court held that Kinko's copying was not fair use. The court found that Kinko's copied critical portions of the publishers' works for a commercial purpose that would harm the publishers' sales. The court also found no compelling educational reason for Kinko's to copy the works at issue without permission or payment. The court observed that it could not sustain Kinko's creation of a new nationwide business that usurped publishers' copyrights and profits. At the publishers' request, the court also evaluated the allegations under the <i>Agreement on Guidelines for Classroom Copying in Not-For-Profit Educational Institutions</i> (industry guidelines adopted in 1976) that specifically prohibit copying as a substitute for the purchase of books. The court determined that Kinko's use would also be prohibited under the industry guidelines.
Tags	Second Circuit; Education/Scholarship/Research; Textual work
Outcome	Fair use not found

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