

# **Art Image Copyright and Licensing: Compilation and Summary of Museum Policies**

Prepared by:

Melissa A. Brown, J.D., M.S.L.I.S.  
Copyright Research Associate, Copyright Advisory Office  
Columbia University Libraries

Principal Investigator:

Kenneth D. Crews, J.D., Ph.D.  
Director, Copyright Advisory Office, Columbia University Libraries  
Lecturer-in-Law, Columbia Law School

Contact:

Columbia University  
Butler Library 507  
535 West 114th Street  
New York, NY 10027  
USA

Email: [kcrews@columbia.edu](mailto:kcrews@columbia.edu)  
Telephone: + (212) 851-0757

Version: 8 March 2010

This paper is part of a larger study funded by  
The Samuel H. Kress Foundation.



## **Introduction**

This document summarizes and compiles terms and conditions governing image rights and reproduction from fifty art museums in the United States. The sample of museums was selected from among the 193 museums accredited by the American Association of Museums that have a primary specialty in art. These museums vary in terms of the size and nature of their collections, their staffing and budget, and the scope of their image licensing practices. They were selected for inclusion primarily to identify museums that are diverse in their geographic location, specialization, and prominence. For each museum, copyright and image licensing information was obtained from the museum's website. Titles in boldface represent a webpage or other individual document located on the museum's website. Following interviews with officials at some of the museums, we were able to obtain and include here a small number of additional documents that are not available on their websites. The source of each document is indicated after the title, along with the date on which it was obtained. Some of the museums selected had no rights and reproduction information available on their websites; that fact is also noted in this compilation. The absence of licensing information is itself significant, and future investigation may confirm whether these museums do have license agreements or other rights and reproduction policy documents not posted to their public websites.

This summary identifies key provisions of the documents that are relevant principally to the issues of copyright and terms of use for art images. We have sought to replicate or otherwise accurately summarize provisions. Users of this summary should consult the underlying sources when questions arise or for citation purposes.

This compilation may prove useful for many purposes. At a minimum, this compilation provides an overview of the rights and reproduction policies currently in place at art museums throughout the United States. It also provides a basis for analyzing and comparing the image licensing terms and conditions of different institutions. We prepared it as an early step in connection with a larger study of museum license practices with generous funding from The Samuel H. Kress Foundation. Please contact the researchers for any questions about the project and about updates to this compilation.

## **Sampled Museums**

	<u>page</u>
American Folk Art Museum.....	5
The Andy Warhol Museum.....	6
The Art Institute of Chicago.....	7
Asia Society Museum.....	9
The Barnes Foundation.....	10
Birmingham Museum of Art.....	11
Blanton Museum of Art.....	12
Brooklyn Museum of Art.....	13
Cantor Arts Center.....	16
Carnegie Museum of Art.....	17
Cincinnati Art Museum.....	20
The Cleveland Museum of Art.....	21
Dallas Museum of Art.....	23
Detroit Institute of Arts.....	24
El Museo del Barrio.....	27
Fine Arts Museums of San Francisco.....	29
The Frick Collection.....	31
Georgia Museum of Art.....	38
Georgia O'Keeffe Museum.....	39
The Getty.....	40
The Guggenheim.....	48
Hammer Museum.....	53
Harvard Art Museum.....	54
High Museum of Art.....	55
The Huntington Library and Art Collections.....	56
Indianapolis Museum of Art.....	58
The John and Mable Ringling Museum of Art.....	59
Los Angeles County Museum of Art.....	61
The Metropolitan Museum of Art.....	63
Milwaukee Art Museum.....	65
Minneapolis Institute of Arts.....	66
Museo de Arte de Ponce.....	67
Museum of Fine Arts, Boston.....	68
The Museum of Modern Art.....	72
National Gallery of Art.....	73
North Carolina Museum of Art.....	76
Peabody Essex Museum.....	78
Pennsylvania Academy of the Fine Arts.....	81
Philadelphia Museum of Art.....	82
Phoebe A. Hearst Museum of Anthropology.....	83
Portland Art Museum.....	86
Saint Louis Art Museum.....	88
San Diego Museum of Art.....	90
Seattle Art Museum.....	91

Smithsonian American Art Museum & The Renwick Gallery.....	93
Sterling and Francine Clark Art Institute.....	96
The Studio Museum in Harlem.....	97
Virginia Museum of Fine Arts.....	98
Whitney Museum of American Art.....	99
Yale University Art Gallery.....	100

**American Folk Art Museum** (<http://www.folkartmuseum.org/>)

[No information available on website.]

**The Andy Warhol Museum** (<http://www.warhol.org/>)

- **the warhol: Legal & Credits** (<http://www.warhol.org/credits.html>, August 7, 2009)
  - © 2006 The Andy Warhol Museum. All rights reserved.
  - You may view and download materials in this site for personal, informational and non-commercial use only.
  - The contents of this site may not be reproduced in any form without the permission of the Andy Warhol Museum.
  - All paintings, prints, sculptures and photographs by Andy Warhol © 2007 The Andy Warhol Foundation for the Visual Arts, Inc. All Rights Reserved. Copyrights in the individual works are noted as appropriate throughout the site.
  - For information about reproducing the images of Warhol's paintings, photographs, and sculpture found on this website, please send a written request to Artists Rights Society.
- **The warhol: Museum Info – F.A.Q.** ([http://www.warhol.org/museum\\_info/faq.html](http://www.warhol.org/museum_info/faq.html), August 7, 2009)
  - For information about reproducing the images of Warhol's paintings, photographs, and sculpture found on this website, please send a written request to Artists Rights Society.

**The Art Institute of Chicago** (<http://www.artic.edu/>)

- **Terms and Conditions** (<http://www.artic.edu/aic/copyright.html>, June 5, 2009)
  - You may not import or capture any image or other material on the Art Institute's Web site without obtaining prior written permission from the Art Institute (Image Rights Department) or other applicable third-party rights holder.
  - Copyrights:
    - The images and other content on the Site are protected by copyright and may be covered by other restrictions as well. The Art Institute of Chicago, and relevant third parties, own and expressly reserve all rights, including copyright, in whole and in part, throughout the world, in the materials on the Site.
    - Site and materials may be used only as set forth in these Terms and Conditions or by obtaining explicit written permission from the Art Institute and/or the relevant copyright or other rights holder. Any unauthorized use or modification may violate copyright laws.
    - You may not distribute, modify, transmit, reuse, download, repost, copy, or use the contents of the Site for public or commercial purposes, or for personal gain, without express prior written permission.
  - Fair Use:
    - You may use this Site for limited noncommercial, education, and personal use only, or for “fair use” as authorized in the United States copyright laws, and provided further that you also retain all copyright and other proprietary notices contained on the materials and cite the author and source of the materials.
    - Art Institute does not warrant that materials will not infringe its rights or rights of third parties.
    - Material under copyright owned by a third party may not be used in any form and may not be copied or downloaded without permission from the holder of the underlying copyright.
  - Obtaining Permission:
    - Use of materials for purposes other than as authorized herein must obtain prior written approval, which may be granted on case-by-case basis at the sole discretion of the Institute or the appropriate rights holder. Usage fee may be charged depending on nature of proposed use.
  - [DMCA: Designation of agent for notification of claimed infringements for purposes of DMCA.]
  - Choice of Law and Jurisdiction: Governed by Illinois state law; consent to exclusive jurisdiction of state and federal courts of Cook County, IL.
- **Image Licensing** (<http://www.artic.edu/aic/copyright.html>, June 5, 2009)
  - Provides access to collection for educational use and scholarly research, publishing, advertising, and other projects.
  - All requests are subject to review and approval. Based on your project or publication, we may require more information once your request has been submitted.
  - Works owned by museum may be protected by copyright, publication rights, or related interests that are not owned by the Museum. Museum is not giving

permission to exploit any third party rights. It is your responsibility to obtain whatever copyright or other permissions may be required.

- Research and Educational Use: Image Licensing can provide a print, slide, or low-resolution JPG for scholarly or personal research, or educational use in the classroom. Materials are for research and educational purposes only and not intended for use in publication, broadcast, or any other medium.
- **Image Licensing Form** (<http://www.artic.edu/aic/copyright.html>, June 5, 2009)
  - [Does not include terms and conditions.]



**Asia Society Museum** (<http://www.asiasociety.org/arts-culture/asia-society-museum>)

- **Asia Society Terms & Conditions** (<http://www.artic.edu/aic/copyright.html>, July 31, 2009)
  - Copyrights and Trademarks
    - All material, including images, appearing on site are property of the Society or used by permission, and are protected by United States and International Copyright law and do not constitute material in the public domain.
    - Material on this site may be used for personal or educational use only.
    - No part of this site may be copied, published, stored, re-distributed or otherwise exploited for any commercial purpose in any form or by any means without the express advance written permission of the society.

**The Barnes Foundation** (<http://www.barnesfoundation.org/>)

[No information available on website.]

**Birmingham Museum of Art** (<http://www.artsbma.org/>)

- **Copyright** (<http://www.artsbma.org/c-copyright-2008-birmingham-museum-of-art>, June 8, 2009)
  - Access to and use of any and all text, artwork, photographs and other files and data on this web site (the Site) are subject to the following terms and conditions:
    - 1. Copyright laws protect the Site's software, documentation, electronic text and image files, audio and video clips, and other material, including reproductions of works of art licensed to the Birmingham Museum of Art by third parties (the "Licensed Works"); other restrictions may also apply. The Birmingham Museum of Art (the "Museum") retains all rights, including copyright, [in the] image, text, and any other information contained in the Site (except for the Licensed Works) which are referred to collectively herein as the "Material(s)." Copyright and other proprietary rights in the Materials may be held by individuals and/or other entities other than the Museum. The Museum expressly prohibits the copying, display, publication, distribution, modification, or exploitation for commercial or other purposes of any protected Material(s) on the Site, except for the purposes of fair use as defined in the copyright laws, and as described below.
    - 2. Fair use of copyrighted material includes the use of protected Material(s) for limited, purely non-commercial education purposes, such as teaching, scholarship, research, criticism, commentary, and news reporting. Unless otherwise noted, users who wish to download or print data, text, image, or other files included in the Materials may do so without the Museum's prior express permission. Users must, however, cite the author and source of this material as they would material from any printed or other work, and the citations should include the URL "<http://www.artsbma.org>." The Museum does not warrant or represent that the use of Material(s) displayed on the Site will not infringe the rights of third parties not owned or affiliated with the Museum.
    - 3. Any party wishing to use any of the data, text, image, or other files included in the Materials from the Site, for purposes other than fair use as defined by law, must request and receive prior written approval. . . . Permission for such use is granted on a case-by-case basis at the sole discretion of the Museum. A usage fee may be involved depending on the type and nature of the proposed use.

**Blanton Museum of Art** (<http://blantonmuseum.org>)

[No information available on website.]

**Brooklyn Museum of Art** (<http://www.brooklynmuseum.org>)

- **About: Copyright** (<http://www.brooklynmuseum.org/copyright.php>, June 22, 2009)
  - CC: Copyright 2004-2009 the Brooklyn Museum. Some rights reserved.
  - Non-commercial use of text and images in which the Brooklyn Museum holds the copyright is permitted, with attributed under the terms and conditions of a Creative Commons License.
  - Museum does not warrant that material will not infringe on the copyright and other proprietary rights of third parties. It is your responsibility to determine and satisfy copyright or other use restrictions before use that is beyond “fair use” as understood under the United States Copyright Act.
- **About: Digital Millennium Copyright Act** (<http://www.brooklynmuseum.org/copyright/dmca.php>, June 22, 2009)
  - [Provides contact information for persons believing material posted on museum site is infringing.]
- **About: Images** ([http://www.brooklynmuseum.org/image\\_services.php](http://www.brooklynmuseum.org/image_services.php), June 22, 2009)
  - You may use and share images from our web site for non-commercial purposes with attribution to the Brooklyn Museum in accordance with our copyright policy. The museum charges licensing fees for commercial use of images, which help fund ongoing efforts to care for our collection.
  - See Image Services Fee Schedule if you are interested in licensing for commercial use or require higher resolution images for personal and study use.
- **Brooklyn Museum Image Services Fee Schedule** ([http://www.brooklynmuseum.org/uploads/Image\\_Services\\_Fee\\_Schedule.pdf](http://www.brooklynmuseum.org/uploads/Image_Services_Fee_Schedule.pdf), June 22, 2009)
  - [Provides rates for nonprofit and commercial uses.]
  - Permission fees are applicable for one-time reproduction rights in one language, one edition only, unless otherwise negotiated. Further language rights, revised editions, and additional media will incur separate permission-to-publish fees.
- **Brooklyn Museum Image Fees** (obtained from Museum, December 3, 2009)
  - [Provides rates for nonprofit and commercial uses.]
  - Permission fees are applicable for one-time reproduction rights in one language, one edition only unless otherwise negotiated. Further language rights, revised editions, and additional media, will incur separate permission to publish fees.
- **Application for Permission to Reproduce Works from the Brooklyn Museum (Museum Loan Exhibition/Catalog)** (obtained from Museum, December 3, 2009)
  - Permission to reproduce, if granted, is conditioned upon unequivocal acceptance of the full regulations published by the Museum. Any breach of these terms and conditions will automatically result, at the sole discretion of the Museum, in revocation of permission to reproduce. Payment of appropriate compensation or

- damages to the Museum by the applicant may also be considered.
- Permission is for one-time reproduction rights, one language, one edition only unless otherwise noted. Reproduction rights are granted for the purpose(s) specifically indicated, premised and conditioned upon payment of the fees involved.
  - Two (2) review copies due upon publication.
  - Color proofs/layouts required for cover usage.
  - Permission will be granted for one-time reproduction rights and for use in publicity, essays and press articles directly related to this exhibition. Permission is also granted for website use (72 dpi, 800 pixels) in connection with the exhibition. No commercial product without further permission.
- **Application for Permission to Reproduce Works from the Brooklyn Museum** (obtained from Museum, December 3, 2009)
    - Permission to reproduce, if granted, is conditioned upon unequivocal acceptance of the full regulations published by the Museum. Any breach of these terms and conditions will automatically result, at the sole discretion of the Museum, in revocation of permission to reproduce. Payment of appropriate compensation or damages to the Museum by the applicant may also be considered.
    - Permission is for one-time reproduction rights, one language, one edition only unless otherwise noted. Reproduction rights are granted for the purpose(s) specifically indicated, premised and conditioned upon payment of the fees involved.
    - Two (2) review copies due upon publication.
    - Color proofs/layouts required for cover usage.
    - *Please be advised that you may have to clear additional rights with a 3<sup>rd</sup> party such as Artist's Rights Society or VAGA.*
  - **Reproduction from the Collections of the Brooklyn Museum** (obtained from Museum, December 3, 2009)
    - Permission to reproduce is conditioned upon unequivocal acceptance of these regulations. Any breach of these terms and conditions will automatically result, at the sole discretion of the Museum, in revocation of permission to reproduce. Payment of appropriate compensation or damages to the Museum by the applicant may also be considered.
      - 1. Permission to reproduce and the fee payable cover only the specific party, occasion and use detailed in the application. Additional digital media (e-books, web-site, DVDs), further editions (i.e. new ISBN numbers), different publisher imprints, ancillary projects and cover use must be approved by the Museum in advance and are subject to re-use fees. Reproduction rights are not transferable to a third party unless otherwise stated in writing by the Museum.
      - 2. Object information and credit lines as stated in the body of our permission contract must appear with the reproduction unless otherwise specified.
      - 3. Digital reproductions must be low resolution. When permission is granted for web sites, the image can be no larger than 800 pixels on the longest side.
      - 4. Use in video, film, and digital media or new technologies must be negotiated separately and specific conditions apply. Unless otherwise noted,

video/broadcast, rights are valid for a period of 10 years. Permission shall not be granted in perpetuity, or for all media now known or hereafter devised, unless otherwise agreed.

- 5. Reproduction (“lifting” or scanning) from printed, analog, digital formats or any photographic materials not directly supplied to the client by the Museum is strictly forbidden. Derivative images may not be made or distributed by outside companies or photographers for commercial sale.
- 6. The paint area of a picture, or the area within the outline of a sculpture, may not be masked out, cut down (“detail”), superimposed with type, bled, or in any way defaced or altered without submission of a layout and explicit permission from the Museum. When permissible, the work of art must be reproduced in its entirety elsewhere in the publication.
- 7. All final reproductions, unless specifically approved by the Museum prior to the reproduction, must be smaller than the original work(s) of art, except sculpture.
- 8. Color proofs and layouts must be submitted and approved prior to publication for cover reproductions, commercial products and other non-art historical usage.
- 9. Any authorized use of images provided by the Museum, by any person or entity, for any reason, whether or not authorized by the applicant, will render the applicant responsible and liable to the Museum for appropriate compensation.
- 10. The Museum reserves the right, at its sole discretion, to refuse permission for further applications from a publisher or other applicant, if, in its opinion, the standard of reproduction has not been of acceptable quality.
- 11. The Museum will not grant an exclusive right to reproduce any work(s) of art in the Museum; nor will the Museum assume any responsibility for reproduction of the same work(s) of art by any other party. The Museum assumes no responsibility for claims against the applicants or the Museum by third parties, (including the artists, their agents or estates). Applicants agree to indemnify the Museum and hold it harmless against any and all such claims and costs, including copyright infringement claims arising out of the applicant's reproduction of the work(s) of art in question.
- 12. To authorize reproduction of works created by living artists or works created since January 1, 1978, the Museum must receive a copy of the permission obtained by the applicant from the artist or representative.

**Cantor Arts Center** (<http://museum.stanford.edu/>)

- **Application to Publish Facsimile Reproductions** (obtained from Museum, February 4, 2010)
  - [Applicant agrees to] send one copy if the publication in which the reproduction appears to the [museum.]
  - The Center hereby authorizes you to publish in facsimile reproduction the material identified in this document. In authorizing the publication of this material, the Center does not surrender its own right to publish it, or grant permission for others to do so. Nor does this authorization by the Center remove the author's and publisher's responsibility to guard against the infringement of rights that may be held by others. Permission granted for non-exclusive, one-time editorial use only.
  
- **Terms of Agreement for Reproduction** (obtained from Museum, February 4, 2010)
  - 4. All facsimile reproductions of the materials in the Center's collection must bear a credit line, the exact form of which will be specified on the notice of approval.
  - 5. In granting permission to publish a facsimile reproduction of an item in its collection, the Center does not surrender its own right to publish the item or to grant permission to do so. Nor does this authorization by the Center remove the author's or publisher's responsibility to guard against infringement of rights that may be held by others. Permission is granted for non-exclusive, one-time editorial use only.
  - 6. The reproduction must be full-tone black-and-white or full color and may not be reproduced on color stock. Nothing may be superimposed on the reproduction (i.e., lettering or tone or another image).
  - 7. Each object must be reproduced in its entirety; it may not be cropped in any way. Reproduction of a detail must be approved in advance by the Center.
  - 8. The requestor agrees to send one copy of the publication in which the reproduction(s) appear(s) to the rights and reproductions department of the center.
  - 9. Special permission is required if the reproduction is to appear as a book cover/dust jacket, calendar, individual reproduction or is not referred to directly in the text. In such cases, an additional fee is payable and the final layout must be submitted before production for approval by the Center.
  
- **Rights & Reproductions Fee Schedule** (obtained from Museum, February 4, 2010)
  - Photo Services [contains rates for]:
    - Students, Scholars
    - Non-Profit/Museums
    - For-Profit Educational/Commercial
  - Rights and Reproduction [contains rates for]
    - Non-Profit or Scholarly Use
    - Commercial Use



**Carnegie Museum of Art** (<http://www.cmoa.org/>)

- **Rights and Reproductions** ([http://www.cmoa.org/collections/main\\_publications.asp](http://www.cmoa.org/collections/main_publications.asp), June 22, 2009)
  - Slides obtained from Coordinator of Rights and Reproductions may not be reproduced; for study purposes only.
  - CMA does not hold copyright for most images in the collection; copyright clearance must be obtained by the applicant.
  
- **Carnegie Museum of Art Fee Schedule** (<http://www.cmoa.org/collections/FeeSchedule2008.pdf>, June 22, 2009)
  - Photographic Material Fees:
    - transparencies must be returned within 4 months;
    - digital files deleted upon completion of project;
    - slides may not be reproduced
  - Reproduction Fees:
    - fees based on print run and project use; based on one-time editions, world rights
    - will not grant rights for “all media now known or hereafter devised”
    - digital reproductions must be low resolution and/or password protected; CD-DVDs must employ encryption protections
    - permissions cannot be granted in perpetuity
  
- **Rights and Reproductions Electronic Order Form** ([http://www.cmoa.org/collections/rights\\_form.asp](http://www.cmoa.org/collections/rights_form.asp), June 22, 2009)
  - Upon receipt of payment and signed contract, the Coordinator of Rights and Reproductions will send out photographic materials with a letter of permission.
  
- **Reproduction of Works of Art in the Carnegie Museum** (General Conditions for Print Reproduction) (<http://www.cmoa.org/collections/RRprintconditions.pdf>, June 22, 2009)
  - Permission to reproduce is conditional on unequivocal acceptance of regulations
  - Permission covers only specific use detailed in application. Any and all reprints, further editions, re-use of the printing plates, or additional use of any kind must be preceded by a new application and is not covered by the original fee or permission to reproduce.
  - Quality:
    - Composition may not be masked out, cut down, superimposed with type matter, or in any way defaced or altered.
    - Details from artwork only considered upon receipt of sketch or marked-up photograph.
    - Color reproductions require submission of color proofs and museum approval.
    - Specifies minimum / maximum size of reproduction.
    - Applications to include in filmstrips must be accompanied by samples of previous filmstrips produced by applicant.
    - Publication must be sent to Coordinator upon completion.

- Use of the Museum's Photographic Materials:
  - Must return image upon completion of permitted publication.
  - Unauthorized use will render applicant responsible and liable for appropriate compensation and other costs.
  - Prohibits reproduction from photographic materials not supplied directly by the Museum.
  - Images may not be duplicated by outside companies or photographers, or for commercial purposes.
  - Museum does not supply collection images to photograph rental or sales services. Applicants will be required to represent, as a precondition for permission to reproduce, that no such use will be made of any material obtained from the Museum.
- Reproduction Rights & Third Party Claims:
  - The Museum will not grant an exclusive right to reproduce any artwork in its collections.
  - Assumes no responsibility for claim against applicant or Museum by third parties.
  - Applicants agree to indemnify the Museum and hold it harmless against any and all claims, including copyright infringement claims, arising out of applicant's reproduction of the works in question.
  - Museum makes no warranties or representation and assumes no responsibility whatsoever for any claim, fees, etc. demanded in connection with the reproduction of artworks. Applicant agrees to indemnify museum.
- Credit Lines:
  - With the exception of reproductions appearing in advertising or films, an acknowledgment specified by museum must appear in print publication or television/film credits.
  - When reproductions are used for advertising or promotion, reference to CMA is not permitted unless specifically applied for and granted in writing.
- **Reproduction of Works in the CMA – Digital/Electronic Media**  
 (<http://www.cmoa.org/collections/RRdigitalconditions.pdf>, June 22, 2009)
  - General Information:
    - All requests for permission to reproduce or have access to electronic images from the CMA will be evaluated on a case-by-case basis.
    - Permission to reproduce is conditional on unequivocal acceptance of regulations. Any breach will automatically result, at the sole discretion of the Museum, in the revocation of permission. Payment of appropriate compensation or damages to the Museum by the applicant may also be considered.
    - Permission covers only specific use detailed in application. Any additional use of any kind must be preceded by a new application and is not covered by the original fee or permission to reproduce.
    - Assumes no responsibility for claim against applicant or Museum by third parties.
    - Applicants agree to indemnify the Museum and hold it harmless against any and

- all claims, including copyright infringement claims, arising out of applicant's reproduction of the works in question.
- Museum makes no warranties or representation and assumes no responsibility whatsoever for any claim, fees, etc. demanded in connection with the reproduction of artworks. Applicant agrees to indemnify museum.
  - Applicants must delete electronic images from their files upon completion of the publication/website posting/CD ROM of the reproduction for which permission has been obtained.
- Electronic Reproduction of the Museum's Photographic Materials for Reproduction and Educational Purposes:
    - Applicant must obtain special permission in order to scan/electronically reproduce any color transparencies, slide, and/or prints for reproduction purposes.
    - Museum may specify usage guidelines associated with resolution, access to, and usage of the resultant scanned image by the applicant and the public.
    - Any applicant requesting permission to scan/electronically reproduce image for educational/research purposes will be required to sign an agreement that strictly prohibits any commercial use of the scanned image.
    - Museum does not supply collection images to photograph rental or sales services. Applicants will be required to represent, as a precondition for permission to reproduce, that no such use will be made of any material obtained from the Museum.
  - Use of Electronic Images Obtained from the Museum for Media and Other Reproduction Purposes: Applicant must obtain images for reproduction directly from the CMA. Reproduction of electronic images of artworks in the Museum's collections obtained from any other source is strictly prohibited.
  - Copyright Identification Information for Media and Other Reproduction Purposes
    - Where an electronic image is reproduced in print, copyright identification information must accompany the reproduction next to the reproduction or in an acknowledgments section.
    - Applicant must list copyright identification information as specified by the Museum.
  - Image Quality for Media and Other Reproduction Purposes
    - Image may not be masked out, superimposed with type matter, or in any way altered or defaced. Reproductions that bleed are only permitted in the case of "details."
    - Requests to reproduce a detail will be considered only upon receipt of a sketch or marked-up photograph showing the area to be reproduced. Caption must contain the word "detail".
    - Requests to reproduce a cropped version of an artwork also require the submission of a sketch or marked-up photograph.
    - Museum reserves the right, in its sole discretion, to refuse permission for further applications from a publisher or other applicant, if in its opinion, the standard of the reproduction has not been of acceptable quality.

**Cincinnati Art Museum** (<http://www.cincinnatiartmuseum.org/>)

- **Copyright Information**

(<http://www.cincinnatiartmuseum.org/absolutenm/templates/ArtTempGeneric.aspx?articleid=265&zoneid=139>, August 5, 2009)

- Text and designs published in this website are the property of the CAM and are copyrighted. Redistribution is not allowed without permission.
- For information on reproductions for publishing or commercial use, contact Photographic Services.

- **Website Images**

(<http://www.cincinnatiartmuseum.org/absolutenm/templates/ArtTempMedia.aspx?articleid=67&zoneid=285>, August 5, 2009)

- Images on this web site are provided exclusively to the press. These images may be used for purposes of publicity only. ... Images from the CAM's collection may be used for publicity at any time. All published images must be accompanied by the credit line provided, including copyright information where applicable.

- **Terms of Use: Collection**

(<http://72.249.182.183/collection/terms.page.do?request=/results.do%3Fhighlight%3D15>, August 5, 2009)

- The contents of this Web site are available for personal use and may be freely accessed or downloaded on a temporary basis for the sole purpose of viewing, or for fair use as defined in the United States copyright law.
- Any such use must be properly attributed to both the artist and to the Cincinnati Art Museum.
- Manipulation or redistribution in any form for commercial use, including commercial publication, or for personal gain is strictly prohibited.
- The CAM and other parties, including living artists and licensing agencies, hold the copyright to the images, design, and text in our website.
- Please contact the CAM's Photographic Services Department for information on reproductions for publishing or commercial use.

## **The Cleveland Museum of Art** (<http://www.clemusart.com/>)

- **Rights and Restrictions** (<http://www.clemusart.com/collections/disclaim.aspx>, June 8, 2009)
  - Images of works from the permanent collection are copyright the artist, his or her estate, and/or the Cleveland Museum of Art.
  - Visitors to the online collections will find additional information about copyright assignments attached to individual objects when copyright is an entity other than the museum.
  - All images are for personal use only.
  - Commercial use or publication is strictly prohibited. Copying, redistribution or exploitation for personal or corporate gain is not permitted.
  - CMA owns and will be responsible for all copyright notices covering the images.
  - Copyright infractions will be prosecuted in accordance with the U.S. copyright laws and the laws of the State of Ohio.
  
- **Request for Permission to Reproduce Images in the Collection** (<http://www.clemusart.com/explore/RequestImageLicense.asp?woid=3890>, June 8, 2009)
  - [Does not contain terms and conditions.]
  
- **Request for Study Photograph** (<http://www.clemusart.com/explore/RequestImagePhotograph.asp?woid=3890>, June 8, 2009)
  - For personal use such as display or for study purposes. If you intend to publish you will need to complete request to reproduce form.
  
- **Ingalls Library Policies** ([http://library.clevelandart.org/ingalls\\_library/policies.php](http://library.clevelandart.org/ingalls_library/policies.php), June 8, 2009)
  - Copyright:
    - Ingalls Library Online Image Database Restrictions:
      - U.S. Copyright law governs the making of copies of copyrighted materials. Digital images in the online system of the Image Library are copyrighted by either the CMA or by an outside rights holder and because of this there are restrictions on their use. The person using the image database is liable for any infringement.
    - General restrictions on the use of electronic images, others may apply:
      - Image Library database may be used only for research, study, teaching, lecturing, and non-commercial purposes.
      - Access to a high resolution image is allowed only to CMA employees at their desktop, or to authorized visitors at the library's online public access terminals.
      - Images may not be transferred to other libraries, institutions, or persons.
      - Images may not be transmitted over the internet.
      - Images may not be downloaded for publication, scholarly, or otherwise
      - Images may not be resold, leased, transferred, or distributed in whole or in part.
      - Images may not be modified, corrupted, or altered.
      - It is your responsibility to observe the legal use of copyrighted data and

information.

**Dallas Museum of Art** (<http://www.dm-art.org/index.htm>)

- **Copyright** (<http://www.dm-art.org/Copyright/index.htm>, August 5, 2009)
  - All text and images on this web site are copyright property of the Dallas Museum of Art unless otherwise noted.
  - Any commercial reproduction, redistribution, publication, or other use by electronic means or otherwise is prohibited unless pursuant to a written license signed by the Museum.
  
- **Terms & Conditions** (<http://www.dm-art.org/TermsConditions/index.htm>, August 5, 2009)
  - 1. Images on website are protected by copyright and may be covered by other restrictions as well. Museum retains all rights, including copyright, in images.
  - 1. Copyright and other proprietary rights may be held by individual or entities other than, or in addition to, the Museum.
  - 2. The Museum is committed to protecting the intellectual property rights of artists and others who hold copyright. It expressly prohibits the copying of any protected materials, except for limited non-commercial, educational, and personal use only, or for fair use as defined in the United States copyright laws. Users may download these files for their own use, subject to any additional terms or restrictions which may be applicable to the individual file or program.
  - 2. Users must cite the author and source as they would material from any printed work.
  - 2. The Museum does not warrant that use of the Material displayed on the site will not infringe the rights of third parties. For example, some works may be under copyright by the artist or artist's heirs. Such works may not be used in any form; they may not be copied or downloaded without prior permission from the holder of the underlying copyright.
  - 2. Copying or redistribution in any manner for commercial use, including commercial publication, or for personal gain is strictly prohibited.
  - 2. Requests for reproduction-quality images may be sent to Intellectual Property Administrator.
  - 4. All materials on the site are provided “as is” without a warranty of any kind ... including but not limited to ... non-infringement.
  - 5. By downloading, printing, or otherwise using Materials from the Site, users agree and warrant that they will limit their use of such files to fair use and will comply with all other terms and conditions of this license, and will not violate the rights of the Museum or any other person or entity.
  - 5. The Museum does not warrant that use of the images will not infringe the rights of third parties. You agree to indemnify, defend, and hold the Museum harmless from all claims, etc. arising from or relating to your use of the Site.

**Detroit Institute of Arts** (<http://www.dia.org/>)

- **Rights and Reproductions**

([http://www.dia.org/the\\_collection/rights\\_and\\_reproductions/index.asp](http://www.dia.org/the_collection/rights_and_reproductions/index.asp), June 5, 2009)

- All images on DIA web pages are “Photograph © The Detroit Institute of Arts.”
- Reproduction of these images requires licensing through our Rights and Reproduction Department. Licensing is limited to the specific permissions granted in our contract, and any use outside the terms of license will constitute a breach of our contract.
- Many works created after the year 1925 may be under copyright. Without prior permission from holder of the underlying copyright, such works may not be used in any form; they may not be copied, downloaded, or clipped.
- Prior to requesting the use of a transparency or digital image of such [copyrighted] works, a license must be obtained from the artist or artist's representative for the specific use intended. Without such permission, DIA will not release images in any form for any use including educational or non profit applications.
- Transparencies rented for a four-month period at a rental fee of \$100.
- Low-resolution images may be published in electronic media only. We do not allow print reproduction of these images in any form.

- **Print Media** ([http://www.dia.org/the\\_collection/rights\\_and\\_reproductions/print.asp](http://www.dia.org/the_collection/rights_and_reproductions/print.asp), June 5, 2009)

- All reproductions must be made from materials supplied by the DIA. The license to reproduce, in part or in whole, may not be transferred to a third party nor may any photographic materials, its derivatives or digital files be transferred to any user.
- The following documentation: artist, title, medium and dimensions, object date and copyright notification, must accompany the reproduction, either directly under it, on the page facing, on the reverse, or elsewhere in the book, such as in the index or list of illustrations.
- Permission is granted for ONE usage in ONE publication, ONE edition and ONE language only. Any further reproduction shall require an additional fee and written permission.
- The reproduction must be printed in half-tone black and white or full color and may not be reproduced on color stock. Nothing may be superimposed on the reproduction (i.e., lettering or another image).
- The work of art must be reproduced in its entirety and must not bleed off the page or be cropped in any way. Reproduction of specific detail must be approved in advance, and fact that it is a detail must be noted in the documentation accompanying the reproduction.
- To ensure accurate reproduction, a proof must be submitted in a timely manner to the Rights and Reproductions Department of the DIA. Department will advise publisher of any necessary corrections to image defects, layout, copy, credit lines or color.
- Publisher must send one copy of the publication in which the reproduction appears to the Rights and Reproduction Department.
- DIA does not give exclusive rights to any Publisher or Photographer.
- Makes no warranties or representations and assumes no responsibility for claims



- against the applicant in connection with reproduction of works.
- Applicant agrees to indemnify DIA and hold it harmless against any and all claims, including copyright infringement claims, royalty or fee demands and/or actions.
  - Responsibility of Publisher to directly contact the copyright owner. Reproductions of all copyrighted works must bear the copyright notice as prescribed by the Copyright Act of 1976.
  - Copyright ownership and/or reproduction rights may be retained by the artist for works of art created after January 1, 1978. Any and all royalty payments or other requirements specified by the copyright owner of such a work must be adhered to by the Publisher or agent requesting reproduction permission.
  - DIA reserves the right, at its sole discretion, to deny license to reproduce to any applicant without explanation.
- **Electronic Media** ([http://www.dia.org/the\\_collection/rights\\_and\\_reproductions/electronic.asp](http://www.dia.org/the_collection/rights_and_reproductions/electronic.asp), June 5, 2009)
    - Acceptance of contract/invoice indicates acceptance of all conditions. Any breach will automatically result, at the sole discrepancy [sic] of the DIA, in revocation of the license to reproduce.
    - Electronic reproduction is defined as display of images and words on a screen or monitor from machine readable media such as CD-ROM or other disk formats, DAT tape and video tape.
    - Electronic reproduction can be used in the following applications: LAN or stand alone systems including Kiosks; WAN including the Internet, Television, Broadcast and Cable Portable Disks and Tapes.
    - All images must be made from materials supplied by DIA.
    - All images must display in close proximity the following documentation: Artist, Title, Medium, and dimensions, Object date and copyright notification. Alternate placement may be approved on an individual basis.
    - License is granted for one time, non-exclusive use in one medium and one product. Licenses will be granted for terms of the following duration:
      - LAN – 3 years
      - WAN – 1 year
      - Television, broadcast, and cable – 5 years
      - Portable Disks & tapes – lifespan of edition
    - Revised editions or subsequent versions of an application, where changes constitute more than 10% of the original, require renewal of the license with additional fees to be paid at the current rates.
    - Derivative products and applications also require an additional license.
    - Any color manipulation, alteration, cropping or addition to the image is prohibited and will automatically render the license void. Overprinting of text on an image requires specific permission.
    - Reproduction of detail requires prior approval and word “detail” must appear in the caption or in close proximity to the image.
    - We require a proof of all applications of our images.

- DIA does not give exclusive rights to any Publisher or Photographer.
  - Makes no warranties or representations and assumes no responsibility for claims against the applicant in connection with reproduction of works.
  - Applicant agrees to indemnify DIA and hold it harmless against any and all claims, including copyright infringement claims, royalty or fee demands and/or actions.
  - Responsibility of Publisher to directly contact the copyright owner. Reproductions of all copyrighted works must bear the copyright notice as prescribed by the Copyright Act of 1976.
  - Copyright ownership and/or reproduction rights may be retained by the artist for works of art created after January 1, 1978. Any and all royalty payments or other requirements specified by the copyright owner of such a work must be adhered to by the Publisher or agent requesting reproduction permission.
  - DIA reserves the right, at its sole discretion, to deny license to reproduce to any applicant without explanation.
- **Payment Information**  
[http://www.dia.org/the\\_collection/rights\\_and\\_reproductions/payment.asp](http://www.dia.org/the_collection/rights_and_reproductions/payment.asp), June 5, 2009)
    - Upon receipt of order form we will determine reproduction fee for the requested use and send an invoice/contract for your signature.
  - **Reproduction Request Form** (<http://www.dia.org/ASP/Actions/reproduction2.asp>, June 5, 2009)
    - [does not contain terms and conditions]

**El Museo del Barrio** (<http://www.elmuseo.org/>)

- **Rights and Reproduction Fee Schedule** (obtained from Museum, December 1, 2009)
  - [provides photographic rental and delivery fees and photographic reproduction fees for scholarly, non-profit, and commercial uses]
  - Prices listed below are solely for one-time use on one product and per image for print run of 15,000 for North American distribution only.
  
- **Photographic Reproduction Request Procedures** (obtained from Museum, December 1, 2009)
  - Payment:
    - Reproduction fees will be determined on the basis of the number of copies in the first printing, distribution, retail price, and image size/type/color.
    - Additional fees from the artists/gallery/estate may apply if El Museo does not retain the copyrights to a work in our collection.
  - Images:
    - Digital images are only available in 300 dpi Tiff or jpg format. If digital image is requested for web use, image will be in 72 dpi Tiff or jpg format.
    - All transparencies and slides must be returned within 3 months or late fees will be charged.
  - Copies of Publication: El Museo would like to retain one copy of the publication, calendar, etc. for our records.
  
- **Photographic Reproduction Agreement** (obtained from Museum, December 1, 2009)
  - Conditions Governing Photographic Reproduction of Objects in the Collection of El Museo del Barrio
    - 2. Disclaimer. El Museo del Barrio assumes no responsibility for any royalties claimed by an artist or on the artist's behalf. In the case of works by living artists or other copyrighted material, written permission must be supplied by the user from the artist or the artist's agent.
    - 3. Requests And Fees. All requests to reproduce an image are to be made in writing and include the intended use, names of author/producer/publisher/releasing company and expected date of publication/release/broadcast.
    - 4. Permission.
      - Publications/Moving Image Projects: Permission is granted for one use in one publication, one edition, for a print run of up to 15,000 and/or one moving-image project for North American distribution only unless otherwise noted in this agreement. Multiple editions, world right distribution, and subsequent revised new editions or versions will be considered upon request. Photographic material may not be reused without the written permission of El Museo del Barrio. Exclusive rights are not granted to any publisher, producer, distributor or broadcasting company.
      - Cover Use: Permission to reproduce an image for book jacket, audio-video covers or other product covers will be considered upon receipt of a cover design and written application for such use. An additional fee is required for

cover use.

- Special Products: Permission to reproduce an image for products such as note cards, address books, calendars, posters and other mass produced products must accompany the request.
- 5. Duplication. Under no circumstances may users duplicate any photographic materials supplied by El Museo del Barrio.
- 6. Return. All photographic materials, with the exception of digital images, provided by El Museo del Barrio remain the property of El Museo del Barrio and must be returned by the due date printed on the first page of this agreement. Fees are charged for photographic materials that are returned after the due date or received in damaged condition.
- 7. Image Reproduction.
  - The image may not be bled or overprinted or superimposed with another image or graphic. Nor may the image be reproduced with colored ink or paper stock, or with film stock and/or electronically induced devices that will alter the image of the object (for example, the use of video-editor visual effects to alter the image). The image is to be reproduced in full-tone, black and white or full color. For publications, reproduction must be on white paper stock. For color reproductions on publications, color proofs must be submitted and approved by El Museo del Barrio before publication of any reproduction in color.
  - Image of object must be shown in its entirety. A specific detail of image may also be used but must be identified as “Detail” in the publication's caption for that object (see CREDIT LINE below). If a detail is used in a moving-image project, it must be preceded by an image of the entire object. Moving image “quick dissolve” techniques are acceptable during image reproduction.
  - El Museo del Barrio reserves the right, in its sole discretion, to refuse permission to the applicant, if in its opinion, the standard of reproduction has not been of acceptable quality.
- 8. Credit Line. The credit line for each reproduction is listed on the first page of this agreement and should include the object caption and the photo credit. For publications, the credit line is to appear on the same page, opposite or reverse page in which reproduction appears or in a list of illustrations. For moving-image projects, credit line should appear either as a caption that appears concurrently with the image or in the credit sequence at the conclusion of the moving-image product.
- 9. Gratis Copy. El Museo del Barrio is to receive one free copy of publication and/or videocassette copy of the moving image project in which the reproduction appears. In the case of MA theses and PhD dissertations, photocopies of the references to the reproduction will be acceptable.

**Fine Arts Museums of San Francisco** (<http://www.famsf.org/>)

- **Copyright Information** (<http://www.famsf.org/fam/article.asp?key=2>, August 7, 2009)
  - ImageBase Artworks Copyright: All works of art displayed on the FAMSF ImageBase are copyrighted by either the Fine Arts Museums of San Francisco, the artist, or their respective copyright holders.
  
- **The ImageBase: Photo Services**  
(<http://www.famsf.org/fam/about/imagebase/subpage.asp?subpagekey=75>, August 7, 2009)
  - These conditions for print and electronic publication make up the body of our licensing agreement.
  - We do charge fees to offset the cost of this service. ... We also charge reproduction fees. These depend on the scope of your project and might be waived.
  - Conditions for Permission:
    - 1. Reproduction is permitted only from photographic material supplied by the FAMSF. Reproduction from printed or other non-photographic materials not supplied by the Museums is strictly prohibited.
    - 2. Permission is granted for only one usage in one publication, one edition, and in one language. Additional language editions and subsequent revised new editions will be considered upon application.
    - 3. Full documentation and ownership credit must appear as specified by the Museum. (language gives further details about placement and content of credit)
    - 4. If an art object is cropped in any way the caption must include the word “detail.” The work of art is to be reproduced without “bleeding,” alteration or overprinting of any kind. Reproductions may not be printed on color stock.
    - 5. Applicants may be asked to submit color proofs in advance of publication.
    - 6. Special permission is required if the reproduction is to appear as frontispiece, chapter divider, book cover/dust jacket, calendar, poster, individual reproduction, or if it is not referred to directly in the text. In such cases, additional fee is payable. The final layout must be submitted before production for approval.
    - 7. Immediately upon publication, one copy shall be sent to Photo Services.
    - 8. The permission hereby granted terminates immediately upon publication.
    - 9. Copyright for the requested image(s) may be in question. Our fees relate to usage and handling. Copyrights are generally retained by the artists. Permission to use art not in the public domain must be secured by you through the artist or their agents.
    - 10. Black and white photographs and digital prints need not be returned. Transparencies are licensed on a 3 month basis, and must be returned at the conclusion of such period.
  - Policy on Rights and Reproductions of Electronic Images: the following conditions apply to all electronic and optical uses:
    - 1. Your product must be copyrighted and contain a general notice of copyright which includes the following language: “Warning: All rights reserved. Unauthorized public performance, broadcasting, transmission, or copying, mechanical or electronic, is a violation of applicable laws. This product and the

individual images contained within are protected under the Laws of the U.S. and other countries. Unauthorized duplication, distribution, transmission, or exhibition of the whole or of an part therein may result in civil liability and criminal prosecution. The downloading of images is not permitted.”

- 2. No downloading of images by a third party or for another project other than that which is stated on the “Application for Permission to Reproduce Works of Art” is allowed.
- 3. The transfer of images in any format is not permitted.
- 4. No derivative products, additional versions, or product compilations are permitted without specific written permission from the Museum in advance.
- 5. Distribution is permitted in the product form specified on the Application only. No transmission, downloading, broadcasting, display or performance is permitted.
- 6. All other rights with respect to the work... which are not expressly granted to licensee herein are reserved to Owner.
- 7. The copyright symbol of the Museum must be prominently displayed: © Fine Arts Museums of San Francisco.
- 8. No reproduction in printed media is allowed without specific written permission from the Museum in advance.
- 9. Individual images and/or the name of FAMSF are not to be used for advertising or promotion purposes without specific written permission from the Museum in advance.
- 10. No overprinting or manipulation of the image is permitted.
- 11. Permission is granted as stated on the Application for use for a period of 8 years (or other agreed time).
- 12. Any reproduction which deviates from the original photograph or transparency, including but not limited to computer manipulation, renders this permission void.

## **The Frick Collection** (<http://www.frick.org/>)

- **Copyright Information (Image Permissions)** (<http://www.frick.org/copyright/index.htm>, June 10, 2009)
  - Website and its contents, including images, are copyright 1998-2009 The Frick Collection. Site is for personal, educational, non-commercial use only and may not be reproduced in any form without express permission.
- **Terms of Use** (<http://www.frick.org/terms/index.htm>, June 10, 2009)
  - License to Use Web Site and Contents: Subject to terms and conditions, grants a non-exclusive, non-transferable, limited, revocable right to access, use and display website and its content and materials. Web site, content, and materials are only for personal, educational, non-commercial use.
  - Ownership; Restrictions
    - All material on web site, including images, is owned and controlled by The Frick Collection. Web site and its content are protected by copyright pursuant to US copyright laws, international conventions, and other copyright laws.
    - You may not download, display, reproduce, modify, perform, transfer, create derivative works from, transmit, sell, distribute, or in any way exploit the Web site or content for any commercial use without express written permission.
    - You may view material for personal, educational, non-commercial use only.
  - Indemnification: You agree to indemnify, defend and hold harmless the museums from and against any and all liability and costs in connection with any claim arising out of your use of the web site, or any breach by you of the terms of use.
- **Frick Art Reference Library: Services: Reprographics** (<http://www.frick.org/library/reprographics.htm>, June 10, 2009)
  - Reprographic services available for researchers... Photographic prints may be ordered from the negatives owned by the Library.
  - NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS: The copyright law of the US governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified under the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these conditions is that the photocopy or reproduction not be used for any purpose other than private study, scholarship or research. ... This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of the copyright law.
  - The release of an image by the Library in no way grants or expresses permission for reproduction in any print or electronic media.
  - Identifying the copyright owners and obtaining permission is the responsibility of the publisher.
- **Frick Art Reference Library: Archives** (<http://www.frick.org/library/archives.htm>, June 10, 2009)
  - [Overview of contents of and access to archives.]

- **Application for Reproduction of Archival Materials for Study Purposes**  
([http://www.frick.org/assets/PDFs/library/archives\\_study\\_app\\_2004.pdf](http://www.frick.org/assets/PDFs/library/archives_study_app_2004.pdf), June 10, 2009)
  - Archives Researchers may not reproduce any visual or textual materials from the Archives for study purposes without the express written permission of The Frick Collection.
  - Terms and Conditions for Reproduction of Archival Materials for Study Purposes:
    - All matters related to reproduction of archival materials, including the nature and format of reproduction, are within TFC's sole direction and supervision.
    - TFC may refuse to approve any request for reproductions for any reason. Among the factors the Frick will consider are: ... the purpose of the reproduction, the sensitivity of the material's contents, whether the materials have been published previously, and whether the materials are protected by copyright and whether the copyright is owned by or licensed to TFC and Frick Art Reference Library.
    - Reproductions are provided for purposes of private research and study only. Researchers may not publish an image without express written permission. This prohibition includes dissertations and research theses.
    - Even if TFC owns the copyright, it does not by reason of the delivery of a reproduction of that item assign or license any copyright rights in the item.
  - [A]ny failure to observe these terms will result in withdrawal of permission to access the Archives, denial of any future access to the Archives and liability for breach of contract and copyright.
  
- **Application for Reproduction of Archival Materials for Publication**  
([http://www.frick.org/assets/PDFs/library/archives\\_pub\\_app\\_2004.pdf](http://www.frick.org/assets/PDFs/library/archives_pub_app_2004.pdf), June 10, 2009)
  - Archives Researchers may not reproduce any material from the Archives for publication without express written permission. Dissertations and research theses are considered publications.
  - Terms and Conditions for Reproduction of Archival Materials for Publication:
    - All matters related to reproduction of archival materials, including the nature and format of reproduction, are within TFC's sole direction and supervision.
    - TFC may refuse to approve any request for reproductions for any reason. Among the factors the Frick will consider are: ... the purpose of the reproduction, the sensitivity of the material's contents, whether the materials have been published previously, and their copyright status.
    - Copyright:
      - Where materials are protected by copyright anywhere in the world, TFC will not consent to reproduction for publication unless it is satisfied with the information provided by the applicant regarding the consent of any copyright owners to reproduction for publication.
      - If the Frick owns the copyright, it does not by reason of the delivery of a reproduction assign or license any copyright rights in the item beyond the right to publish in the particular publication authorized.
      - If the Frick does not own the copyright, it is the responsibility of the applicant to ascertain copyright ownership, to obtain consent of any copyright owners to



reproduction for publication, and to comply with the pertinent copyright restrictions.

- The Frick will provide whatever copyright management information it has and any other restrictions that may apply.
- Permission to Reproduce:
  - Permission for publication is granted for non-exclusive, one-time use of a single reproduction in a single language unless otherwise indicated.
  - Other than the reproduction in a publication authorized by the Frick, applicants may not duplicate in any way a photograph supplied by the Frick.
  - Any subsequent use or re-use must be preceded by a new application and is not covered by the original permission to reproduce for publication or the original fees. Subsequent use includes new editions, revisions, translations, or additional use of any kind, as well as images used as a symbol or logo or for the promotion of a project.
  - Permission to reproduce is granted so long as the image is reproduced in full. Requests to copy, bleed, tone, silhouette, superimpose type matter, or alter an image in any way must be included in the application with the exact layout of proposed alteration.
  - If approved, the word “detail” must appear in the caption with the complete credit line.
  - The area within the white border of a photograph, including inscriptions, may not be cut down or marked out.
  - No reproduction may be printed on colored stock, and black-and-white photographs may not be printed with colored ink.
  - One complimentary copy of the publication in which the reproduction appears must be forwarded to the Archives Department.
- Notices:
  - Any and all references to archival materials shall cite the archival series and folder title and bear the following credit line: “Courtesy of The Frick Collection/Frick Art Reference Library Archives.”
  - If the item is protected by copyright, the publication must also include a copyright notice.
- Any failure to observe these terms will result in withdrawal of permission to access the Archives, denial of any future access to the Archives, and liability for breach of contract and copyright.
- **Copyright Information – Images in The Frick Collection (Rights and Reproduction page)** (<http://www.frick.org/copyright/rights.htm>, September 29, 2009)
  - Download one of our forms to reproduce objects from The Frick Collection:
    - Application to reproduce objects in black and white.
    - Application to reproduce objects in color.
    - Application to reproduce objects in electronic format.
    - Application to reproduce objects in film and video.

- **Application for Permission to Reproduce in Black-and-White Objects in The Frick Collection** ([http://www.frick.org/assets/PDFs/copyright/B\\_W.pdf](http://www.frick.org/assets/PDFs/copyright/B_W.pdf), September 29, 2009)
  - Each reproduction covered by this application shall bear the credit line: COPYRIGHT THE FRICK COLLECTION, NEW YORK
  - The applicant agrees that this permission, if granted, shall be subject to the conditions listed on reverse side of this form and further agrees to pay promptly the charges incurred, as stated in the schedule of fees.
  - **CONDITIONS FOR REPRODUCTION IN BLACK-AND-WHITE IN PERIODICALS AND BOOKS**
    - All requests for permission to reproduce an image for publication must be made in writing and include the following information: the nature of the article or book, the author, the publisher, the expected date of publication, the print run, and the proposed price.
    - Reproductions covered by this application are limited to periodicals and books. The Collection does not authorize the reproduction of works of art as individual prints. Special authorization is required for the use of works of art for motion picture or television reproduction and for reproduction by electronic or mechanical means.
    - Applications to reproduce an image in a guidebook are subject to the approval of the accompanying text, which will be reviewed for accuracy. Text must be submitted for approval prior to receiving photographic material. Publishers and/or individuals requesting the right to reproduce in a foreign language must submit an English translation of the text for approval.
    - The Collection gives no exclusive rights to any publisher or author.
    - Applicants may not duplicate in any way a photograph supplied by the Collection. Neither may such objects be lent or used again for publication without prior written consent.
    - The area within the white border of a photograph, including inscriptions, may not be cut down or marked out.
    - Reproductions may not run off the edge of the paper.
    - Reproductions may not be superimposed with type matter or in any way defaced or altered.
    - Reproductions may not be printed with colored ink or on colored stock.
    - Applications to reproduce a detail from a work will be considered only upon receipt of a marked-up photograph or photocopy showing the exact area to be used. The word “detail” must appear in the caption with the complete credit line.
    - *The publisher shall furnish a complimentary copy of the issue of a periodical or book in which the reproduction(s) appear.*
- **Application for Permission to Reproduce in Color Objects in The Frick Collection** (<http://www.frick.org/assets/PDFs/copyright/COLOR.pdf>, September 29, 2009)
  - Each reproduction covered by this application shall bear the credit line: COPYRIGHT THE FRICK COLLECTION, NEW YORK
  - The applicant agrees that this permission, if granted, shall be subject to the conditions listed on reverse side of this form and further agrees to pay promptly the charges

incurred, as stated in the schedule of fees.

- **CONDITIONS FOR REPRODUCTION IN COLOR IN PERIODICALS AND BOOKS**
  - All requests for permission to reproduce an image for publication must be made in writing and include the following information: the nature of the article or book, the author, the publisher, the expected date of publication, the print run, and the proposed price.
  - Reproductions covered by this application are limited to periodicals and books. The Collection does not authorize the reproduction of works of art as individual prints. Special authorization is required for the use of works of art for motion picture or television reproduction and for reproduction by electronic or mechanical means.
  - Applications to reproduce an image in a guidebook are subject to the approval of the accompanying text, which will be reviewed for accuracy. Text must be submitted for approval prior to receiving photographic material. Publishers and/or individuals requesting the right to reproduce in a foreign language must submit an English translation of the text for approval.
  - The Collection gives no exclusive rights to any publisher or author.
  - The Collection permits reproductions to be made only from those ektachromes lent by the Collection.
  - Applicants may not duplicate in any way an ektachrome supplied by the Collection. Neither may such objects be lent or used again for publication without prior written consent.
  - The area within the white border of a photograph, including inscriptions, may not be cut down or marked out.
  - Reproductions may not run off the edge of the paper.
  - Reproductions may not be superimposed with type matter or in any way defaced or altered.
  - Reproductions may not be printed on colored stock.
  - Applications to reproduce a detail from a work will be considered only upon receipt of a marked-up photograph or photocopy showing the exact area to be used. The word “detail” must appear in the caption with the complete credit line.
  - Proofing of color reproductions is the responsibility of the publisher or its representative. However, before printing any reproduction in color, the corrected final proof must be submitted and approved in writing by the Curator of the Collection.
  - *The publisher shall furnish a complimentary copy of the issue of a periodical or book in which the reproduction(s) appear.*
- **Application for Permission to Reproduce in Electronic Format Objects in The Frick Collection** (<http://www.frick.org/assets/PDFs/copyright/ELECTRONIC.pdf>, September 29, 2009)
  - Each reproduction covered by this application shall bear the credit line: COPYRIGHT THE FRICK COLLECTION, NEW YORK
  - The applicant agrees that this permission, if granted, shall be subject to the conditions listed on reverse side of this form and further agrees to pay promptly the charges

incurred, as stated in the schedule of fees.

- **CONDITIONS FOR REPRODUCTION IN ELECTRONIC FORMAT**
  - All images must be made from photographic/digital materials supplied by The Frick Collection. Images of 640x480 pixels at 72 dpi cannot be enlarged beyond this resolution. The images should be non-transferable, non-printable, embedded, or watermarked. Permission is granted for use only for the purposes specified on the front of this form and in one language only. Exclusive rights are not granted.
  - Permission is limited to the use specified on the front of this form by the company named in the Collection's permission contract. Special permission will be required if the stated company wishes to transfer permission to another company. In such cases, additional fees may be charged.
  - Revised editions or subsequent versions of an application, where changes constitute more than 10% of the original, require renewal of the license with additional fees to be paid at the then-current rates.
  - The Collection reserves the right to limit the number of reproductions of Collection-owned works of art in any single website, CD-ROM, and other electronic media, if it appears that their number is disproportionate in relation to those from other sources.
  - The ownership credit as indicated by the Collection along with the artist's name and work's title must appear in close proximity to the image.
  - The work of art must be reproduced in its entirety, although details may be shown thereafter. Nothing may be superimposed on the image (e.g., lettering or another image) without special permission. Dissolves are acceptable. The work of art must be reproduced in full-tone black and white or full color. The reproductions may not be manipulated in any way that distorts the transparencies or the photographs provided by the Collection. We require a proof of all images in suitable format.
  - Special permission must be obtained in advance if any image in the Collection is used for promotion of the project. Permission will not be granted for images used as a symbol or logo.
  - The Collection assumes no responsibility for any royalties, rights, or fees claimed by any third party.
  - *The Collection is to be provided with a copy of the CD-ROM if the image is used for that purpose.*
  
- **Application for Permission to Reproduce in Film or Video Objects in the Frick Collection** (<http://www.frick.org/assets/PDFs/copyright/FILM.pdf>, September 29, 2009)
  - Each reproduction covered by this application shall bear the credit line: COPYRIGHT THE FRICK COLLECTION, NEW YORK
  - The applicant agrees that this permission, if granted, shall be subject to the conditions listed on reverse side of this form and further agrees to pay promptly the charges incurred, as stated in the schedule of fees.
  
- **CONDITIONS FOR REPRODUCTION IN FILM AND VIDEO**
  - Permission is granted for use in only one film medium (e.g., motion-picture film, television, video cassette, etc.) and in one language. The word "film" denotes any

medium whose end product is moving – as opposed to still – images. Additional language translations, revised productions of the film, and presentations of the film in a different medium will be considered upon application. Exclusive rights are not granted.

- Permission is limited to the release of the film by the company named in the Collection's permission contract. Special permission will be required if the stated company wishes to transfer permission to another company. In such cases, an additional fee may be charged.
- The Collection reserves the right to limit the number of reproductions of Collection-owned works of art in any single film, if it appears that their number is disproportionate in relation to those from other sources.
- The ownership credit as indicated by the Collection must appear either within the film or in credits at the conclusion.
- The work of art must be reproduced in its entirety, although details may also be shown thereafter. Nothing may be superimposed on the image (e.g., lettering or another image) without special permission. Dissolves are acceptable.
- The work of art must be reproduced in full-tone black-and-white or full color. The reproductions may not be manipulated in any way that distorts the transparencies or the photographs provided by the Collection.
- Special permission must be obtained in advance if any image in the Collection is used for promotion of the project. Permission will not be granted for images used as a symbol or logo.
- The Collection must be notified of first screening of the film.
- The Collection assumes no responsibility for any royalties, rights, or fees claimed by any third party.
- *The Collection is to be provided with a copy of the film in DVD form.*

**Georgia Museum of Art** (<http://www.uga.edu/gamuseum/>)

- **Photography and Rights to Reproduction**

(<http://www.uga.edu/gamuseum/collections/rights.html>, June 8, 2009)

- Access to images in the collection and rights to reproduce are handled by the Registrar for Rights to Reproduction.
- Photographs available:
  - Photographs may be ordered for study use, personal use, lecture use, or approved reproduction purposes.
  - Images are offered in slide, print, and transparency formats. Currently, requests for digital images or use of images in digital media (web, CDROM, video/DVD/television) are being handled on a case by case basis.
- Images for study, personal, and lecture use: Photographs purchased for any of these uses are released to you for purposes of research, teaching, and/or enjoyment only and may not be reproduced or distributed in any manner. If you purchase a photograph for study, lecture, or personal use and later wish to reproduce the image, you must submit a request for rights to reproduction to the Registrar.
- Rights to reproduction: Each request for rights to reproduction is assessed individually and fees are charged according to the scope of the project. You will be asked to complete and sign an Application for Rights to Reproduction supplied by the Registrar, which serves as a contract and will specify the conditions of reproduction.
- Copyright:
  - The GMOA can grant permissions only to the extent of its ownership of the rights relating to the request. Certain works of art, as well as the photographs of those works of art, may be protected by copyright or related interests not owned by the GMOA.
  - The responsibility of ascertaining whether any such rights exist and for obtaining all other necessary permissions remains with the applicant. Written notifications of permissions granted by other copyright holders must be submitted in advance to GMOA.

**Georgia O'Keeffe Museum** (<http://www.okeeffemuseum.org/>)

- **Rights & Reproductions** (<http://www.okeeffemuseum.org/media-press-room/rights-reproductions.aspx>, August 5, 2009)
  - The policies of the GOK Museum governing reproductions are consistent with the principles established by the Artist.
  - General Policy:
    - The GOK Museum will be generous in granting permission to reproduce, particularly if the request is for an article or book that will promote GOK's art and the worldwide knowledge of it.
    - Standards of quality in reproduction, including color, guttering, scale, texture, and margins will be maintained. If these standards are not met, permission will not be granted.
    - Permission will not be granted for three-dimensional products or commercial ventures. In addition reproduction of images will not be allowed on special cards. Cover usage for publications will be limited to books on O'Keeffe's life, art, or fine art in general.
    - If permission is granted for reproduction in trade books, posters, notecards, or calendars, the Foundation will apply the strictest standards of quality and will enforce these standards rigorously. Permission will not be granted for commercial advertising without the written consent of the Foundation.
    - If the conditions for reproduction, as described below are not followed, the Museum will attempt to stop publication and will seek damages.
    - The Museum will collaborate only with projects that extend rather than exploit public knowledge of GOK's art.
  - Conditions for Reproduction:
    - Permission is for one-time use only in the specified project and not for multi-media usage or any other media, known or unknown, or promotions without the written authorization of the GOK museum.
    - Image may only be reproduced with the strict understanding that it will not be cropped or altered in any way, bled to the edges, guttered, wrapped around the outside cover if allowed, nor superimposed with any printing. The image must also be surrounded by a white border of the appropriate size.
    - Proper credit must be given for the image.
    - If the artwork is not owned by the Museum, additional permission must be acquired from the owner(s) who should provide the proper credit line.
    - Reproductions should not be taken from other publications.
- **Media Press Room** (<http://www.okeeffemuseum.org/media-press-room.aspx>, August 5, 2009)
  - [Contains same language as Rights & Reproductions page]

## **The Getty** (<http://www.getty.edu/>)

- **Terms of Use/Copyright** (<http://www.getty.edu/legal/copyright.html>, June 5, 2009)
  - All images and other content of the Getty Web sites are proprietary to the Getty or used consistent with the owner's permission or applicable law or regulation. The Getty authorizes you to view, download and print the Site Content subject to the following conditions:
    - (2) Unless otherwise restricted, you may only do so for your own personal and noncommercial use, or for fair use as defined in the U.S. copyright laws;
    - (3) Downloading for commercial use is prohibited;
    - (4) Downloading for personal web sites is subject to review and approval by the Getty provided your site takes no advertising and has no commercial sponsors, does not charge a fee for services, and does not offer any product or service for sale including your own works;
    - (5) You may not remove any copyright or other proprietary notices;
    - (6) You may not modify the Site Content
    - (7) Any displays or printouts of content must be marked “(c)” [insert year] The J. Paul Getty Trust. All rights reserved.”
    - All parties downloading, printing, or using the Site Content in any manner, represent and warrant that their use will be consistent with this license and that they will not infringe or violate the rights of any other party...
  - Except as expressly permitted above, reproduction or redistribution of the Site Content is strictly prohibited without prior written permission.
  - Images with “No Known Copyright Restrictions” in The Commons on Flickr:
    - The Getty Research Institute is a member of The Commons on Flickr. The mark of “no known copyright restrictions” on images in Flickr indicates that the Getty is unaware of any current copyright restrictions on the works so designated..
    - The images shared as part of The Commons are for personal research and enjoyment. The Getty does not warrant that sharing will not infringe upon the rights of third parties holding rights to these works. It is your responsibility to determine and satisfy copyright and other use restrictions before copying, transmitting, or making other use of protected items.
    - It is the policy of the Getty to charge licensing fees for commercial use of these images, which helps fund ongoing efforts to care for our collection
- **Ordering and Reproducing Images from the J. Paul Getty Museum's Collection** ([http://www.getty.edu/legal/image\\_request/index.html](http://www.getty.edu/legal/image_request/index.html), June 5, 2009)
  - The JPGM grants permission to download collection images for your own personal and non-commercial use, or for fair use as defined in the United States copyright laws.
  - Requests for all other uses must be made in writing, and the Museum will only consider requests to use or reproduce images of objects in its collection for scholarly, educational, or non-commercial purposes.
  - Each request is separately considered, and permission is granted on a case-by-case basis at the sole discretion of the museum.



- License fees apply depending on the type and nature of the intended use.
  - The Museum does not give permission for commercial use such as creating merchandise, promoting products, etc.
  - Lists fees for “Students Scholars and Museums”, “Non-Profit”, and “For-Profit Educational”.
- **Terms of Use for Print Publication [The Getty Museum]**  
 ([http://www.getty.edu/legal/image\\_request/terms\\_print.html](http://www.getty.edu/legal/image_request/terms_print.html), June 5, 2009)
    - 1. Written permission must be obtained to reproduce or publish images. The Getty will not permit reproduction for advertising or promotional purposes.
    - 2. Objects appearing in the Images ... may be protected by copyright, publication rights, or related interests... The Getty is not giving permission to exploit any third party rights. The applicant will ascertain whether any such rights exist ... and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of ... any third party.
    - 3. Unless otherwise indicated, permission is granted only for one usage in the Publication in one edition and in one language. Additional language editions, subsequent editions and other derivative works based on the Publication must be separately licensed.
    - 4. [P]ermission and license granted herein is for reproduction and publication of the Image(s) in analog formats only. Applicant may only make digital copies as absolutely necessary in intermediate process steps to the creation of a book or periodical published exclusively in analog format. The Getty does not otherwise grant permission to reproduce or process any Image(s) in any digital format, and such permission must be separately obtained in writing.
    - 5. Duplicates may not be made of the Images ... without prior written approval. Any duplicates are the property of the Getty and will be immediately provided to the Getty by the applicant.
    - 6. Each Image that is reproduced must be unaltered and must be included in its entirety, and nothing may be superimposed on the Image unless approved in writing by the Getty. The reproduction may not be cropped or otherwise trimmed to fit a format, bled off the page, guttered across facing pages, or printed on colored stock. Nor may any black and white Image be printed with colored ink. When a detail is used, the word “detail” must appear in the credit line.
    - 7. Except as described below, full identification of the Image(s), the credit line and any copyright notice that is provided to you with the Image(s) must appear on the same page as the Image(s) or on the opposite page, or the reverse in the Publication. If the Getty's Image(s) would be the only one(s) in the Publication giving the full information in one of the above-stated locations, then the Applicant may list only the artist's name, title of work, and date. However, the complete documentation must appear elsewhere within the Publication.
    - 8. The Getty reserves the right to limit the number of reproductions of Getty-owned property in any single publication if it appears that their number is disproportionate in relation to those from other sources.
    - 9. No license or permission granted pursuant to this Application may be assigned by

- the Applicant. ...
- 10. The reproduction permission granted hereby is limited to a non-exclusive reproduction license solely on the terms set forth herein. The Getty retains all copyright ownership and all rights to exploit its copyrights where applicable. All rights not expressly granted herein are reserved to the Getty. If reproduction is to be made from materials depicting the Getty's property, but not supplied by the Getty, the Getty reserves the right to approve these materials.
  - 11. Applicant will obtain the Getty's prior written approval of final presentation of the Image(s) prior to general distribution or publication of the Publication if required by the Getty. Such approval will not be unreasonably withheld, and will be based upon the presentation of the image as regards color, cropping, identification, credit, placement with other images, etc.
  - 12. Applicant will defend, indemnify, and hold the Getty harmless from all claims ... including, without limitation, any claim, cause, or allegation asserted by a third party against the Getty based entirely or in part on Applicant's exploitation of the Image(s) licensed hereunder.
  - 13. Applicant will send 2 gratis copies of the publication...
- **Terms of Use for Electronic Media or Television/Film/Video [The Getty Museum]**([http://www.getty.edu/legal/image\\_request/terms\\_electronic.html](http://www.getty.edu/legal/image_request/terms_electronic.html), June 5, 2009)
    - 1. Written permission must be obtained to reproduce or publish images. The Getty will not permit reproduction for advertising or promotional purposes.
    - 2. Objects appearing in the Images ... may be protected by copyright, publication rights, or related interests... The Getty is not giving permission to exploit any third party rights. The applicant will ascertain whether any such rights exist ... and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of ... any third party.
    - 3. Unless otherwise indicated, permission is granted only for one Production in one edition and in one language. Additional language editions, works including subtitles, and other derivative works based on the Production must be separately licensed.
    - 4. [P]ermission and license granted herein is for the Production only. Applicant may only make analog or digital copies as absolutely necessary in intermediate process steps to the creation of a video, film, CD-ROM, DVD, electronic publication, or web site. The Getty does not otherwise grant permission to reproduce or process any Image(s) in any digital format, and such permission must be separately obtained in writing.
    - 5. Duplicates may not be made of the Images ... without prior written approval. Any duplicates are the property of the Getty and will be immediately provided to the Getty by the applicant. Applicant will employ technology that will prevent copying of the Image(s) from the digital Production and will prosecute infringement.
    - 6. Each Image that appears in the Production must be unaltered and must be included in its entirety, and nothing may be superimposed on the Image unless approved in writing by the Getty. The size of an Image provided for web and other electronic uses may not be reduced by more than 60%. If a reduction of 60% or more is required, another smaller image must be requested. These Images may not be enlarged.

- 7. Except as described below, full identification of the Image(s), the credit line and any copyright notice that is provided to you with the Image(s) must appear adjacent to the Image(s). If the Getty's Image(s) would be the only one(s) in the Production giving the full information in this location, then the information must be included in the credits.
- 8. The Getty reserves the right to limit the number of reproductions of Getty-owned property in any single publication if it appears that their number is disproportionate in relation to those from other sources.
- 9. No license or permission granted pursuant to this Application may be assigned by the Applicant. ...
- 10. The reproduction permission granted hereby is limited to a non-exclusive reproduction license solely on the terms set forth herein. The Getty retains all copyright ownership and all rights to exploit its copyrights where applicable. All rights not expressly granted herein are reserved to the Getty. If reproduction is to be made from materials depicting the Getty's property, but not supplied by the Getty, the Getty reserves the right to approve these materials.
- 11. Applicant will obtain the Getty's prior written approval of final presentation of the Image(s) prior to general distribution or publication of the Production if required by the Getty. Such approval will not be unreasonably withheld, and will be based upon the presentation of the image as regards color, cropping, identification, credit, placement with other images, etc.
- 12. Applicant will defend, indemnify, and hold the Getty harmless from all claims ... including, without limitation, any claim, cause, or allegation asserted by a third party against the Getty based entirely or in part on Applicant's exploitation of the Image(s) licensed hereunder.
- 13. Applicant will send 2 gratis copies of the publication...
  
- **Terms of Use for Study, Reference, or Lecture Images for Personal Use**  
([http://www.getty.edu/legal/image\\_request/terms\\_study.html](http://www.getty.edu/legal/image_request/terms_study.html), June 5, 2009): Terms Governing Personal Use of Images from the J. Paul Getty Museum Collections or Grounds
  - 1. Applicant will not reproduce or publish images ... without first obtaining written permission. ... The Getty will not permit reproduction for advertising or promotional purposes.
  - 2. Objects appearing in the Images ... may be protected by copyright, publication rights, or related interests... The Getty is not giving permission to exploit any third party rights. The applicant will ascertain whether any such rights exist ... and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of ... any third party.
  - 3. Duplicates may not be made of the Images supplied by the Getty without the Getty's prior written approval. Any duplicates are the property of the Getty and will be immediately provided to the Getty by the applicant.
  - 4. No license or permission granted pursuant to this Application may be assigned by the Applicant. ...
  - 5. The Getty retains all copyright ownership and all rights to exploit its copyrights

- where applicable. All rights not expressly granted herein are reserved to the Getty.
- 6. Applicant will defend, indemnify, and hold the Getty harmless from all claims ... including, without limitation, any claim, cause, or allegation asserted by a third party against the Getty based entirely or in part on Applicant's exploitation of the Image(s) licensed hereunder.
- **Contact Library Rights and Reproductions: Request for Images and/or Permission to Publish or Quote**  
[http://www.getty.edu/research/conducting\\_research/library/rights\\_repro/index.html](http://www.getty.edu/research/conducting_research/library/rights_repro/index.html), June 5, 2009)
    - In many cases, the Getty Research Institute does not hold the copyright to materials in its collections and so cannot grant or deny permission to publish them, nor can the GRI assume responsibility for determining their copyright status. It is the responsibility of the researcher to secure permission from the appropriate copyright holder to quote, publish, or reproduce items from the GRI's collection.
    - If the work is not in the public domain, requestors will be asked to provide written confirmation indicating that permission has been obtained, and from whom, or that due diligence has been conducted.
    - For information about researching the copyright status of an item, consult the Copyright Research Guide.
  - **Contact Library Rights & Reproductions: Terms of Use for Print Media**  
[http://www.getty.edu/research/conducting\\_research/library/rights\\_repro/terms\\_print.html](http://www.getty.edu/research/conducting_research/library/rights_repro/terms_print.html), June 5, 2009): Terms Governing Reproduction or Publication of Images from the Getty Research Institute (GRI) Collections
    - 1. Written permission must be obtained to reproduce or publish images. The GRI will not permit reproduction for advertising or promotional purposes.
    - 2. Objects appearing in GRI Images ... may be protected by copyright, publication rights, or related interests... The GRI is not giving permission to exploit any third party rights. The applicant will ascertain whether any such rights exist ... and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of ... any third party. Applicant will indemnify, defend, and hold the GRI harmless from all costs, charges, etc., arising from or relating to any claim, cause, or allegation asserted by a third party against the GRI based entirely or in part on Applicant's exploitation of the Image or Images licensed hereunder.
    - 3. Unless otherwise indicated, permission is granted only for one usage in the Publication in one edition and in one language. Additional language editions, subsequent editions and other derivative works based on the Publication must be separately licensed.
    - 4. [P]ermission and license granted herein is for reproduction and publication of the Image(s) in analog formats only. Applicant may only make digital copies as absolutely necessary in intermediate process steps to the creation of a book or periodical published exclusively in analog format. The GRI does not otherwise grant permission to reproduce or process any Image(s) in any digital format, and such permission must be separately obtained in writing.

- 5. Duplicates may not be made of photographic materials supplied by the GRI without prior written approval. Any duplicates are the property of the GRI and will be immediately provided to the GRI by the applicant.
  - 6. Each Image must be reproduced unaltered and in its entirety unless approved in writing by the GRI. The reproduction may not be cropped, bled off the page, guttered across facing pages, or printed on colored stock or with colored ink, nor may anything be superimposed on the Image. When a detail is used, the word “detail” *must* appear in the credit line.
  - 7. Except as described below, the credit line and any copyright notice that appears on the front of this Application must appear on the same page as the Image(s) in the Publication. If the GRI's Image(s) would be the only one(s) in the Publication giving the full information in one of the above-stated locations, then the Applicant may list only the artist's name, title of work, and date. However, the complete documentation must appear elsewhere within the Publication.
  - 8. The GRI reserves the right to limit the number of reproductions of GRI-owned property in any single publication if it appears that their number is disproportionate in relation to those from other sources.
  - 9. No license or permission granted pursuant to this Application may be assigned by the Applicant. ...
  - 10. The reproduction permission granted hereby is limited to a non-exclusive reproduction license solely on the terms set forth herein. The GRI retains all copyright ownership and all rights to exploit its copyrights. All rights not expressly granted herein are reserved to the GRI. If reproduction is to be made from materials depicting the GRI's property, but not supplied by the GRI, the GRI reserves the right to approve these materials.
  - 11. Applicant will obtain the GRI's prior written approval of final presentation of the Image(s) prior to general distribution or publication of the Publication where the Image(s) is to be used on the cover of the Publication. Such approval will not be unreasonably withheld, and will be based upon the presentation of the image as regards color, cropping, identification, credit, placement with other images, etc.
  - 12. Applicant will defend, indemnify, and hold the GRI harmless from all claims ... and liabilities arising from or relating to any breach of this Application by Applicant...
- **Contact Library Rights and Reproductions: Terms of Use for Electronic Media or Television/Film/Video**  
[http://www.getty.edu/research/conducting\\_research/library/rights\\_repro/terms\\_electronic.html](http://www.getty.edu/research/conducting_research/library/rights_repro/terms_electronic.html), June 5, 2009) Terms Governing Reproductions or Electronic Publication of Images/Videos/Films from the Getty Research Institute (GRI) Collections
    - 1. Written permission must be obtained to reproduce or electronically publish images/videos/films from the GRI's collections. The GRI will not permit reproduction for advertising or promotional purposes.
    - 2. Objects appearing in GRI images/videos/films ... may be protected by copyright, publication rights, or related interests... The GRI is not giving permission to exploit any third party rights. The applicant will ascertain whether any such rights exist ... and obtain all other permission required to carry out Applicant's activities without

- infringing the proprietary rights of ... any third party. Applicant will indemnify, defend, and hold the GRI harmless from all costs, charges, etc., arising from or relating to any claim, cause, or allegation asserted by a third party against the GRI based entirely or in part on Applicant's exploitation of the image/video/film licensed hereunder.
- 3. Permission is granted only for one Production in one language and one edition. Additional language editions, works including subtitles, and other derivative works based on the Production or Electronic Publication must be separately licensed.
  - 4. [P]ermission and license granted herein is for analog versions of the Production or Electronic Publication only. Applicant may only make digital copies as absolutely necessary in intermediate process steps to the creation of a video, film, or electronic publication published exclusively in analog format. The GRI does not otherwise grant permission to reproduce or process any image/video/film(s) in any digital format, and such permission must be separately obtained in writing.
  - 5. Duplicates may not be made of photographic materials supplied by the GRI without prior written approval. Any duplicates are the property of the GRI and will be immediately provided to the GRI by the applicant.
  - 6. Each image/video/film must appear in the Production or Electronic Publication unaltered and in its entirety unless approved in writing by the GRI.
  - 7. Except as described below, the credit line and any copyright notice that appears on the front of this Application must appear on the credits page. If the GRI's images/videos/films would be the only one(s) in the Production giving the full information in one of the above-stated locations, then the Applicant may list only the artist's name, title of work, and date. However, the complete documentation must appear elsewhere within the Production or Electronic Publication.
  - 8. No license or permission granted pursuant to this Application may be assigned by the Applicant. ...
  - 9. The reproduction permission granted hereby is limited to a non-exclusive reproduction license solely on the terms set forth herein. The GRI retains all copyright ownership and all rights to exploit its copyrights. All rights not expressly granted herein are reserved to the GRI. If reproduction is to be made from materials depicting the GRI's property, but not supplied by the GRI, the GRI reserves the right to approve these materials.
  - 10. Applicant will obtain the GRI's prior written approval of final presentation of the images/videos/films prior to general distribution or publication of the Production or Electronic Publication. Such approval will not be unreasonably withheld, and will be based upon the presentation of the image/video/film as regards color, cropping, identification, credit, placement with other images/videos films, etc.
  - 11. Applicant will defend, indemnify, and hold the GRI harmless from all claims ... and liabilities arising from or relating to any breach of this Application by Applicant...
- **Contact Library Rights & Reproductions: Terms of Use for Study, Reference, or Lecture Images for Personal Use**  
[http://www.getty.edu/research/conducting\\_research/library/rights\\_repro/terms\\_personal\\_use.html](http://www.getty.edu/research/conducting_research/library/rights_repro/terms_personal_use.html), June 5, 2009): Terms Governing Personal Use of Images from the GRI

## Collections

- 1. Applicant will not reproduce or publish images ... without first obtaining written permission. ... The GRI will not permit reproduction for advertising or promotional purposes.
- 2. Objects appearing in the Images ... may be protected by copyright, publication rights, or related interests... The GRI is not giving permission to exploit any third party rights. The applicant will ascertain whether any such rights exist ... and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of ... any third party.
- 3. Duplicates may not be made of the Images supplied by the GRI without the GRI's prior written approval. Any duplicates are the property of the GRI and will be immediately provided to the GRI by the applicant.
- 4. No license or permission granted pursuant to this Application may be assigned by the Applicant. ...
- 5. The GRI retains all copyright ownership and all rights to exploit its copyrights where applicable. All rights not expressly granted herein are reserved to the Getty.
- 6. Applicant will defend, indemnify, and hold the GRI harmless from all claims ... including, without limitation, any claim, cause, or allegation asserted by a third party against the GRI based entirely or in part on Applicant's exploitation of the Image(s) licensed hereunder.

**The Guggenheim** (<http://www.guggenheim.org/>)

- **Terms and Conditions of Use** (<http://www.guggenheim.org/terms-conditions/>, August 5, 2009)
  - Copyrights:
    - The images, artworks, etc. which appear on the Site ... are either proprietary to the Foundation or used in accordance with applicable law or third-party consents.
    - You may not reproduce, distribute, display, transmit, modify, perform, adapt, generate derivative works, or other use the Content without the prior written permission of the Foundation unless your use qualifies as (1) Fair Use or another legislative exemption, (2) Special Permission for Educators, or (3) Press Use, all of which are further described below.
  - Fair Use and Other Exemptions:
    - The Foundation does not object to your reproduction, distribution, display, transmission, performance, and use of the Content and/or Compilation if done in accordance with 17 U.S.C. 107 (“Fair Use”), 17 U.S.C. 110 (the Teach Act), or other applicable limitations and exemptions set forth in the U.S. Copyright Act and related laws.
    - Unless otherwise noted on the Web page, no express permission is required from the Foundation for use that falls within Fair use or another legislative exemption, but two conditions apply: 1) No modifications may be made as to the integrity or attribution of the Content; and 2) All copies of the Content must bear accurate identifying information, including proprietary collection information, credit lines, copyright and trademark notices, and a citation to the Site.
  - Beyond Fair Use: Special Permissions for Educators
    - The Foundation recognizes that not every educational use qualifies for Fair use or another legislative exemption. In order to further support the work of teachers and other educators, in accordance with our own charitable and educational mission, we therefore consent to the following additional uses of our Site:
    - Subject specifically to the rights of third parties (which are entirely the responsibility of the user), the Foundation consents to the reproduction, distribution, display, transmission, performance, and use of the Content by individual teachers and other educators if done for the limited purpose of classroom or workshop instruction (including online instruction) in a school, museum, or other educational organization; provided, however, said organization is a not-for-profit corporation and provided, further, that the Content is not sold or otherwise commercially distributed. This provision does not apply to corporations who package, prepare, or sell educational materials for teachers and educators.
    - Unless otherwise noted on the Web page, no express permission is required by the Foundation for a Limited Educational Exception, but two conditions apply: 1) No modifications may be made as to the integrity or attribution of the Content; and 2) All copies of the Content must bear accurate identifying information, including proprietary collection information, credit lines, copyright and trademark notices, and a citation to the Site.



- Press Use: The Foundation provides a dedicated page on the Site for members of the press. Images .. may be downloaded, reproduced, and published by members of the press for the sole purpose of creating or supporting timely news stories related to the Foundation...
  - Requesting Permission: If your proposed use of the Content does not meet the conditions for Fair use or another legislative exemption, Special Permission for Educators or Press Use, you must request and obtain express permission from the Foundation. Please be advised that the Foundation is selective in granting such permission, and when we do grant permission we generally impose a fee. All fees collected by the Foundation are used to further the Foundation's educational programs and not-for profit mission.
  - Commercial Use of the Guggenheim Trademarks and Content: The Foundation maintains an active licensing program for commercial use of its intellectual-property assets... For more information on our Licensing Program, please see the web page on Licensing.
  - Editorial Use of the Foundation's Images: The Foundation maintains an extensive archive of architecture and art images related to its history and collection. Subject to the rights of third parties (which are entirely the responsibility of the user), the Foundation makes these available to the public for personal, scholarly, educational, and editorial use. For more information, please see Guggenheim Images.
  - Use of Third-Party Trademarks and Images: If you wish to reproduce or otherwise use copyrighted images that appear on the Site but do not belong to us, you should contact the third parties who are referenced as the rights holders. The Foundation assumes no responsibility for ascertaining whether such rights are valid or for securing such rights on your behalf.
- **Licensing** (<http://www.guggenheim.org/new-york/about-us/licensing>, August 5, 2009)
    - The Guggenheim welcomes the opportunity to partner with companies whose products and services are of superior quality and reputation and who share our commitment to art, culture, and innovative design. Partnerships can include the creation of new cobranded products lines, publications, customized services, or entirely original business ventures. A brand association with the Guggenheim is more than a business deal. It is an entree into world-class media coverage and exclusive events.
    - All revenue generated by the licensing program goes to support the not-for-profit mission of the Guggenheim.
    - [Provides examples of previous licensing projects]
- **Request Images** (<http://www.guggenheim.org/new-york/about-us/guggenheim-images/request-form/>, August 5, 2009)
    - Usage Agreement: [Online order form to submit for usage rights to an image]
      - SERVICES AND FEES:
        - Fees are determined by a number of factors, including the nature of the project, the scope of the distribution, and the type of media.
        - We offer reduced fees for not-for-profit organizations, and for the

- Guggenheim's sponsors and members.
  - All fees support the Guggenheim's not-for-profit mission.
- RIGHTS AND LEGAL INFORMATION:
  - The Guggenheim owns, or has authority to manage, the photographs included in the archive as well as the copyright to many of these photographs.
  - The Guggenheim Museum is a contemporary art museum and therefore most of our works are still in copyright as an artwork remains the intellectual property of the artist and/or artist's estate for 70 years after the artist's death. This means that permission to use the artwork must be obtained from the copyright owner as well as from the Guggenheim and that additional fees may apply.
  - Unauthorized use of artwork, photographs, publications, and other proprietary content is unlawful and will be pursued with appropriate legal action.
- COPYRIGHT POLICY:
  - Images obtained through the Image Archive are intended for educational and editorial purposes only.
  - Not all images are available for reproduction; some have legal restrictions and other have time limitations. For example, please note that all color transparencies are available for rental for a maximum period of six months.
  - The Guggenheim will review each request and will communicate any restrictions to you before releasing the image.
- CONTRACTS and PAYMENT:
  - The Guggenheim has a standard contract that must be signed prior to final release of an image.
- **Guggenheim Museum Image Archive Agreement** (obtained from Museum, November 13, 2009)
  - Limited Permission: By this Agreement (the "Agreement"), the Solomon R. Guggenheim Foundation ("SRGF") is pleased to grant the above-referenced user (the "User") its limited permission to reproduce, distribute and/or publicly display each image identified below (each an "Image"), as of the Effective Date referenced above, solely for use in the project (the "Project") described below.
  - Restriction on Rights Granted: To the extent there are additional third party rights holders, User is solely responsible for researching and obtaining necessary permissions, clearing reproduction rights and rendering payments to rights holders as required by law. SRGF reserves the right to require evidence of third party permission before releasing the Image.
  - Image Archive Terms of Use
    - General. SRGF maintains the Image Archive (the "Archive") in support of its charitable and educational mission to further the understanding and appreciation of art by the public. The Archive supplements the outstanding art collections and educational programs we offer . . . . We encourage you to use the Archive as a research and information tool, in support of your own educational projects, subject to these Terms of Use. All use of the Image Archive and all permission granted to User are at the sole discretion of SRGF.

- Rights and Disclaimer. SRGF grants User the Limited Permission indicated on the first page of this Agreement. Said Limited Permission is subject to the proprietary interests of third party rights holders, if any, including the copyright of artists, photographers, estates or other rights holders. Nothing in these Terms of Use may be construed as a representation from SRGF to the User that any Image is free of third party restrictions, including but not limited to copyright. User is solely responsible for researching and obtaining necessary permissions, clearing reproduction rights and rendering payments to rights holders as required by law. SRGF reserves the right to require evidence of third party permission before releasing the Image. Please note that many, but not all, copyrights to artworks owned by SRGF are represented by the Artists Rights Society . . .
- Warranty and Indemnification. User warrants that if his or her intended use of the Image does not qualify for fair use or another legal exemption under applicable law determined by a court of competent jurisdiction, then he or she will obtain all permissions required by law prior to commencing use. User agrees to defend, indemnify, and hold harmless SRGF, its trustees, officers, directors, agents, licensees and employees from and against any claims, demands, judgments, liabilities, damages and expenses of any kind, including reasonable attorneys' fees and other reasonable costs, arising out of a breach of the foregoing warranties.
- Fees, Late Charges and Copies.
  - The Fee is directly related to the authorized use and does not extend to additional reproductions (including additional print runs, editions, or translations) or to additional uses within the originally-authorized publication (including, e.g. book covers, jackets and marketing materials).
  - User agrees to send SRGF two copies of the entire publication (not a tear sheet) for its records.
- Credit Line. The Credit Line provided by SRGF documents the authorship and provenance of the Image and any underlying artwork, as well as any photography rights or other copyrights owned by SRGF. It does not include copyrights owned by artists or other third parties. These must be obtained by the User, where relevant. User agrees to affix, or to cause others to affix, the Credit Line in such manner that a reasonable viewer may easily associate it with the Image, ideally on the same page or monitor screen. The Credit Line may not be edited or otherwise altered. The Credit Line must be used in addition to any credit line or copyright notice supplied by an artist or their representative.
- Return of Images. . . . Digital images must be destroyed after completion of the Project.
- Reproduction Directions. Reproduction of the Image must be full-tone black and white or full color, using the color-corrected transparencies provided by SRGF. The Image may not be reproduced on color stock. The Image may not be bled or cropped. Nothing may be superimposed on the Image, including lettering, tone or another image. If a detail of the Image is authorized by SRGF, then the Image must appear in its entirety elsewhere in the publication. User may not duplicate a transparency; distort the color of an Image; or reproduce an Image using a 35 millimeter slide, a printed image or photographic material obtained elsewhere. If

the Image is published in electronic format, it must appear in its entirety within a framed border to avoid cropping. Color reproductions must be displayed in a minimum of 8-bit color and a maximum of 16-bit color. All electronic publication formats must be sufficiently secure to prevent unauthorized copying, downloading, transferring and manipulation. All resource files must be hidden from view.

- Limitation of Liability. SRGF makes no representation or warranties of any kind with respect to the Image or use authorized hereof and specifically disclaims any and all implied warranties or conditions of title, merchantability, satisfactory quality and fitness for a particular purpose. Without limiting the above, SRGF disclaims any warranty with respect to copyright, trademark, rights of publicity or privacy, or any proprietary right that may be embodied in the Image, or any warranty that the permission granted hereof is sufficient for User's purposes. SRGF shall not be liable to User for damages, direct or indirect, including without limitation special, consequential, or incidental damages arising out of User's use of the Image, whether based on warranty, contract, tort (including negligence or strict liability) or otherwise.

**Hammer Museum** (<http://hammer.ucla.edu/>)

- **Grunwald Center Collection** ([http://hammer.ucla.edu/collections/detail/collection\\_id/5](http://hammer.ucla.edu/collections/detail/collection_id/5), June 10, 2009)
  - Collection of more than 45,000 prints, drawing, photographs, and artists' books.
  - A primary resource for teaching and research, the Center serves UCLA students, faculty, and the public and organizes exhibitions and publications in the area of the graphic arts.
  - The Grunwald Center for the Graphic Arts and its Museums and the Online Archive of California (MOAC) partners are pleased to announce the availability of selected guides to their collections on the California Digital Library website.
  
- **Online Archive of California: Copyright Statement and Conditions of Use** (<http://oac.cdlib.org/about/copyright.html>, June 10, 2009)
  - Copyright Statement
    - The contents of the OAC database are made publicly available by the collection-holding repositories for use in research, teaching, and private study.
    - The nature of historical archival and manuscript collections often makes it difficult to determine the copyright status of an item. Whenever possible, the CDL and the collection-holding repository provide available information about copyright owners and other restrictions in the metadata associated with digital images, texts, and audio and video recordings.
    - The CDL and the holding repositories provide the aforementioned information as a service to aid users in determining the copyright status of an item. Ultimately, however, it is the user's responsibility to use an item according to the terms governing its use.
  - Conditions of Use: By their use of these digital images, texts, and audio and video recordings, users agree to follow these conditions of use:
    - Responsibility for any use of these materials rests exclusively with the user.
    - Some materials may be protected by the U.S. Copyright Law. In addition, the reproduction of some materials may be restricted by terms of gift or purchase agreements, donor restrictions, privacy and publicity rights, licensing and trademarks. Transmission or reproduction of materials protected by copyright beyond that allowed by copyright law requires the written permission of the copyright owners.
    - The CDL prefers that users give proper credit to the collection-owning repository.

**Harvard Art Museum** (<http://www.artmuseums.harvard.edu/>)

- **Terms of Use** ([http://www.harvardartmuseum.org/home/terms\\_of\\_use.dot](http://www.harvardartmuseum.org/home/terms_of_use.dot), June 22, 2009)
  - 1. Copyright and Other Protection. The Site and much of the text, images, graphics, audio and video clips, information and other content of the Site are protected by copyright, trademark and other laws. We and applicable third parties own the copyright and other rights in the Site and the Content. You may use the Site and the Content only in the manner and for the purposes specified in these Terms of Use.
  - 2. Permitted Uses. The Content is made available solely for your limited personal, noncommercial use for educational or scholarly purposes, or for other fair use to the extent permitted under United States copyright law. Unless otherwise specified on the Site, you may employ the normal functions of your browser to download and print a single copy of individual Content files for such use, provided that you retain all copyright and other proprietary notices associated with the Content. You must cite the author/artist and source of the Content as you would content from any printed work, and the citation should include the URL “[www.harvardartmuseum.edu](http://www.harvardartmuseum.edu)”
  - 3. Third Party Rights. We grant the foregoing limited permission under copyrights we own. Copyright and other rights in the Content may also be held by other individuals or entities, including artists and other holders of rights in art works reproduced on the Site. While we have endeavored in good faith to obtain from such third parties the rights we believe necessary to include their works on the Site, we do not represent or warrant that use of the Content displayed on the Site will not infringe or violate the rights of third parties. You are solely responsible for obtaining all permissions from third parties that may be necessary for any use of the Content you wish to make.
  - 4. Prohibited Uses. You are prohibited from copying, displaying, publishing, distributing, transmitting, modifying, performing or otherwise using or exploiting any of the protected Content on the Site for any commercial purpose or for the purpose of making it publicly available. You are also prohibited from including any of the protected Content in a database, web site or electronic resource, and from making any other use of the protected Content that is not expressly permitted under Section 2.
  - 5. Permission Requests. To request permission, under rights controlled by us, for any otherwise prohibited use, please contact Harvard Art Museum's Department of Visual Resources.
- **Image Copyright** (<http://www.harvardartmuseum.org/home/image-copyright.dot>, June 22, 2009)
  - The Harvard Art Museum encourages the use of the contents of the site for personal, noncommercial use for educational or scholarly purposes. Please note that some of the content of the site is protected by third party rights. For example, large images of some objects are not available because of restrictions from copyright holders.
- **Image Request Form**  
([http://www.harvardartmuseum.org/home/docs/h\\_image\\_request.pdf](http://www.harvardartmuseum.org/home/docs/h_image_request.pdf), June 22, 2009)
  - [does not contained terms and conditions]

**High Museum of Art** (<http://www.high.org/>)

- **High Museum of Art Terms & Conditions** (<http://www.high.org/main.taf?p=0,1,3>, August 5, 2009)
  - 1. Copyrights and Use of Content
    - Copyrights: All of the content of this website – including...images... – is protected by United States copyright laws. The Content of [www.high.org](http://www.high.org) is copyrighted as a collective work under the United States copyright laws. Except as granted in the limited license below, any other use of this Content, including modification, transmission, presentation, distribution, or republication, is prohibited without the prior written consent of the High Museum of Art. The copyright of the Content and other proprietary rights are held by the Museum or other entities and individuals.
    - Limited, Non-Exclusive, Non-Transferable, Revocable License: You may display and – subject to any expressly stated restrictions or limitations relating to specific material as may be posted on the Website or otherwise known to you – download portions of the material from the various locations on the Museum solely for your noncommercial use, provided that you do not alter or modify the content in any way and that you maintain any notices contained in the content, such as all copyright notices, trademark legends, or other proprietary rights notices. The limited license granted by these Terms and Conditions is non-exclusive and nontransferable.
    - Fair Use Permitted: In addition to the above license, “fair use” (as defined by U.S. copyright laws) of the Content is also permitted. Fair use of copyrighted material includes the use of protected materials for *noncommercial, educational* purposes, such as teaching, scholarship, research, criticism, commentary, and news reporting. However, you must cite (refer to) the author and source of this material as you would material from any printed work. The citation should include reference to this Website's address, <http://www.high.org>
    - Commercial Use Restricted: Unauthorized commercial copying, redistribution, publication, or exploitation of the Museum's material and the Content is prohibited. If you would like to use any of these materials or Content for commercial use, publication, or any other non-fair-use purpose, please contact the Museum.
    - Termination of License: If you violate any of these Terms and Conditions, your permission to use the Content of this Website will automatically terminate, and you must immediately destroy any copies you have made of any portion of the Content. In addition, the limited license granted herein by the Museum may be terminated at any time and for any reason or for no reason, without cause or notice.

## **The Huntington Library and Art Collections** (<http://www.huntington.org/>)

- **Imaging Services at The Huntington**  
(<http://www.huntington.org/huntingtonlibrary.aspx?id=1924>, August 7, 2009)
  - The Huntington's Imaging Service Department is responsible for capturing images of rare books, manuscripts, and works of art on digital and film mediums. It serves all divisions within the library, and works closely with researchers worldwide to provide images for both research and publication.
  
- **Photograph and Reproduction Requests**  
(<http://www.huntington.org/huntingtonlibrary.aspx?id=588>, August 7, 2009)
  - As part of its mission to make the collections available for research, The Huntington provides reproductions of materials for scholarly and general use. Requests are fulfilled for photocopies, digital images, slides, and microfilms to the extent allowed by the physical condition of the item and the provisions of existing copyright law. It is the responsibility of the researcher to know and to comply with all copyright provisions.
  
- **Permission to Publish Policy**  
(<http://www.huntington.org/huntingtonlibrary.aspx?id=590>, August 7, 2009)
  - Permission to reproduce images owned by the Huntington is granted when the use of the materials in publications, in any format, conforms to the following terms:
    - Images are used for scholarly, educational, artistic, cultural, or scientific purposes which support the Huntington's mission of the advancement of learning through research and the production of scholarly works; or for Huntington-approved commercial purposes.
    - The integrity of the images used commercially is maintained and their use meets standards of appropriateness established by the Huntington. Some examples of inappropriate use may be defined as context that might be misleading or defamatory, alteration of the original form, meaning, or intent of the creator of the materials, or use that would compete with or detract from an existing or planned Huntington use.
    - The use of the materials in publication complies with any donor agreements attached to the materials.
    - The use of the materials in publication complies with copyright restrictions.
    - The requester obtains and provides proper credit for the sources of images or texts used.
    - The requester pays appropriate fees for publication.
  - Copyright Notice:
    - The Huntington's granting permission to publish does not transfer copyright it owns, and permission is granted only to the extent of Huntington ownership of the rights related to the request. Certain works which are physically owned by the Huntington may be protected by copyright, trademark, or related interests not owned by the Huntington.
    - The responsibility for determining whether any such intangible rights exist, for



obtaining all necessary permissions, and for guarding against the infringement of those rights that may be held elsewhere, remains with the requester.

- Note: The Huntington has contracted with SuperStock, Inc. of Jacksonville, Florida, a photo stock house, to handle images frequently requested for commercial use. The Huntington reserves the right to refer commercial users to SuperStock to fulfill requests for Huntington images in their inventory.
- **Huntington Library Photolab Price List as of 10/01/08**  
(<http://www.huntington.org/uploadedFiles/Files/PDFs/photopricelist1008.pdf>, August 7, 2009)
  - [Provides non-profit and commercial rates for various resolutions.]

**Indianapolis Museum of Art** (<http://www.imamuseum.org/>)

- **Copyright 2008 IMA. All rights reserved.**  
(<http://www.imamuseum.org/connect/copyright>, June 22, 2009)
  - All Content is Protected by U.S. and International Copyright Laws
    - All materials in all formats within this web site are protected by copyright laws and may be covered by other restrictions as well. The IMA retains all rights, including copyright, in data, image, text, and any other information contained in these files.
    - Copyrights and other proprietary rights in the material on this web site may also subsist in individuals and entities other than, and in addition to, the IMA.
    - The IMA expressly prohibits the copying of any protected materials on this web site, except for the purposes of fair use as defined in the copyright laws, and as described below.
  - Fair Use is Permitted
    - Fair use of copyrighted material includes the use of protected materials for noncommercial educational purposes, such as teaching, scholarship, research, criticism, commentary, and news reporting. Unless otherwise noted, users who wish to download or print ... image and other files from the IMA's web site for such uses are welcome to do so without the IMA's express permission. Users must cite the author and source of this material...
    - By downloading, printing, or otherwise using text, audio, video, image and other files from this Web site, whether accessed directly from this Web site or via other sites or mechanisms, users agree that they will limit their use of such files to fair use, and will not violate the IMA's or any other party's proprietary rights.
  - Commercial Use is Restricted
    - Unauthorized publication or exploitation of all media including future technologies is specifically prohibited.
  - For Museum Professionals
    - The IMA has collaborated with the Registrars Committee of the American Association of Museums to create a new interactive web site (RARIN Wiki) for museum professionals dealing with how to best serve the areas of museum and artist rights, reproductions, and intellectual property.

**The John and Mable Ringling Museum of Art** (<http://www.ringling.org/>)

- **Copyright** (<http://www.ringling.org/printing.aspx?id=188>, August 7, 2009)
  - Access to and use of text and image files on the ... site are subject to the following terms of copyright, under the control of all state and federal copyright laws:
    - The graphics, photographs, and text ... are copyrighted and redistribution or commercial use is prohibited without express written permission.
    - You may print (but not redistribute) images or information for non-commercial or educational purposes only. The user assumes all risks of copyright infringement.
  
- **Rights and Reproduction** (<http://www.ringling.org/printing.aspx?id=208>, August 7, 2009)
  - **General Terms and Conditions for Reproduction Rights**
    - Permission is granted only for one usage in one publication, one edition, and in one language. Additional language editions and subsequent editions will be considered upon receipt of application.
    - The Museum will not grant exclusive reproduction rights for any work in the collection.
    - The Museum in its sole discretion reserves the right to deny permission to any applicant whose product is not acceptable to the Museum for any reason, as well as to refuse permission for further applications from a publisher if, in its opinion, acceptable standards of reproduction, care of materials, or professionalism have not been maintained.
    - The Museum prohibits duplication of photographic materials sold or rented.
    - Reproduction is permitted only from materials supplied by the Museum.
    - Slides, negatives, and/or prints may not be made by outside companies or photographers for commercial purposes without the Museum's prior written consent.
    - Color reproductions require approval of a color proof.
  
- **Request for Photographic Materials and Application for Reproduction Rights** ([http://www.ringling.org/uploadedFiles/Resources/Collections/Rights\\_Reproduction.pdf](http://www.ringling.org/uploadedFiles/Resources/Collections/Rights_Reproduction.pdf), August 7, 2009)
  - **General Terms and Conditions for Reproduction Rights**
    - Permission is granted only for one usage in one publication, one edition, and in one language. Additional language editions and subsequent editions will be considered upon receipt of application.
    - The Museum will not grant exclusive reproduction rights for any work in the collection.
    - The Museum in its sole discretion reserves the right to deny permission to any applicant whose product is not acceptable to the Museum for any reason, as well as to refuse permission for further applications from a publisher if, in its opinion, acceptable standards of reproduction, care of materials, or professionalism have not been maintained.
    - The Museum prohibits duplication of photographic materials sold or rented.
    - Reproduction is permitted only from materials supplied by the Museum.

- Slides, negatives, and/or prints may not be made by outside companies or photographers for commercial purposes without the Museum's prior written consent.
- Color reproductions require approval of a color proof.

**Los Angeles County Museum of Art** (<http://www.lacma.org/>)

- **Los Angeles County Museum of Art Terms of Use Agreement**  
(<http://www.lacma.org/info/TermsOfUse.aspx>, June 8, 2009)
  - Terms and Conditions
    - 1. The images on the Site are protected by copyright and may be subject to other restrictions as well. LACMA and relevant third parties retain all rights, including copyright, in images. Users may download Materials subject to the preceding and following Terms and Conditions, and subject to any additional terms or restrictions applicable to the individual file or program, provided all copyright and other proprietary notices contained on the Materials are retained.
    - 2. The Materials are made available for use without permission only for limited non-commercial personal or educational use, or for fair use as defined in the United States copyright laws. Users must cite the author/artist and source of this Material as they would material from any printed or other work, and the citation should include the URL "[www.lacma.org](http://www.lacma.org)" in addition to all copyright and other proprietary notices contained on the Materials. In granting this limited permission, however, note that LACMA does not warrant or represent that use of Materials displayed on the Site will not infringe the rights of third parties not owned by or affiliated with LACMA. Copyright and other proprietary rights in the Materials may be held by individuals and/or entities other than LACMA, including reproductions of works of art licensed to LACMA by third parties such as artists or artists' heirs holding rights to these works, or images of people or places displayed on the Site. Use of these images by you is prohibited unless specifically permitted by these Terms and Conditions.
    - 3. LACMA expressly prohibits the use, copying, display, publication, distribution, transmission, modification, reposting or exploitation for commercial or public purposes of any protected Materials on the Site, and permits only the purposes described above.
    - Permissions: Any party wishing to use any of the Materials from the Site, for any purpose other than the limited purposes identified above, must request and receive prior written approval from LACMA. ... A usage fee may be charged depending on the nature and type of the proposed use. LACMA reserves the right not to grant permission to use its Materials, and does not grant permission to use Materials of third parties.
- **Rights and Reproduction Order Form**  
([http://collectionsonline.lacma.org/MWEB/imageorder.asp?hex=60\\_29\\_1a-h-COVER.jpg](http://collectionsonline.lacma.org/MWEB/imageorder.asp?hex=60_29_1a-h-COVER.jpg), June 10, 2009)
  - This image is protected by copyright.
- **LACMA Collections Online Terms of Use Agreement**  
(<http://collectionsonline.lacma.org/mweb/copyrightAgreement.asp>, June 8, 2009)
  - Terms and Conditions
    - 1. The images on the Site are protected by copyright and may be subject to other

restrictions as well. LACMA and relevant third parties retain all rights, including copyright, in images. Users may download Materials subject to the preceding and following Terms and Conditions, and subject to any additional terms or restrictions applicable to the individual file or program, provided all copyright and other proprietary notices contained on the Materials are retained.

- 2. The Materials are made available for use without permission only for limited non-commercial personal or educational use, or for fair use as defined in the United States copyright laws. Users must cite the author/artist and source of this Material as they would material from any printed or other work, and the citation should include the URL “[www.lacma.org](http://www.lacma.org)” in addition to all copyright and other proprietary notices contained on the Materials. In granting this limited permission, however, note that LACMA does not warrant or represent that use of Materials displayed on the Site will not infringe the rights of third parties not owned by or affiliated with LACMA. Copyright and other proprietary rights in the Materials may be held by individuals and/or entities other than LACMA, including reproductions of works of art licensed to LACMA by third parties such as artists or artists' heirs holding rights to these works, or images of people or places displayed on the Site. Use of these images by you is prohibited unless specifically permitted by these Terms and Conditions.
- 3. LACMA expressly prohibits the use, copying, display, publication, distribution, transmission, modification, reposting or exploitation for commercial or public purposes of any protected Materials on the Site, and permits only the purposes described above.
- Permissions: Any party wishing to use any of the Materials from the Site, for any purpose other than the limited purposes identified above, must request and receive prior written approval from LACMA. ... A usage fee may be charged depending on the nature and type of the proposed use. LACMA reserves the right not to grant permission to use its Materials, and does not grant permission to use Materials of third parties.

**The Metropolitan Museum of Art** (<http://www.metmuseum.org/>)

- **Terms and Conditions** (<http://www.metmuseum.org/information/terms.asp>, June 10, 2009)
  - 1. The text, images, and data on website are protected by copyright and may be covered by other restrictions. Museum retains all rights, including copyright, in data, images, software, documentation, text, and other information (collectively, the “Materials”). Copyright and other proprietary rights may by individuals or entities other than, or in addition to, the museum.
  - 2. Materials available for limited non-commercial, educational, and personal use only, or for fair use as defined in the United States copyright laws. Users may download files for their own use, subject to any additional terms or restrictions which may be applicable to the individual file or program. Users must, however, cite the author and source of the Materials as they would material from any printed work, and the citations should include the URL “[www.metmuseum.org](http://www.metmuseum.org).”
  - [2] Museum does not warrant that use of Materials will not infringe rights of third parties. Works under copyright by the artist or artist's heirs may not be used in any form; they may not be copied or downloaded without prior permission from the holder of the underlying copyright.
  - [2] Copying or redistribution in any manner for commercial use, including commercial publication, or for personal gain is strictly prohibited.
  - Frequently Asked Questions and Answers:
    - May I put unaltered images or text from the Metropolitan Museum's website on a file server at my school or museum? Yes, provided users are not charged and distribution is of limited term to school or museum only. Images must remain unaltered. Caption information must be included without alteration, and citation should include URL.
    - May I put unaltered images or text from the website on my personal website? Yes, provided site has no advertisements or sponsors, does not charge a fee for services, and does not offer any product or service for sale. Images must remain unaltered. Caption information must be included without alteration, and citation should include URL.
    - May I put images or text on a CD-ROM, public domain or otherwise? No.
    - May I print selected images for a school report? Yes, if a personal or academic work, and not for publication. [same language re. unaltered/caption] This type of use is encouraged; all other forms of publication are expressly prohibited.
    - How do I obtain permission for other forms of publication? Must obtain prior written approval, granted on case-by-case basis at sole discretion of the museum.
- **The Image Library** ([http://www.metmuseum.org/education/er\\_photo\\_lib.asp](http://www.metmuseum.org/education/er_photo_lib.asp), June 10, 2009)
  - Images are available for purchase or license for study, editorial, and commercial usage.

- As part of a major digital initiative, the museum has made available a limited number of high-resolution digital images of Met objects to the scholarly community for specific uses only, distributed via the Images for Academic Publishing (IAP) service of ARTstor under terms of a limited license called the Scholars License. These selected images are available for free to scholars affiliated with ARTstor and who are publishing journal articles, small print-run publications (up to 2000 copies), electronic reference materials, or classroom materials. Unaffiliated scholars may contact the museum or ARTstor for temporary access.
  - Image Library will continue to respond to all requests for images submitted in writing or via the image request form; digital images or analog material may be licensed for study, publication, or commercial use.
  - Requests for publication of materials previously obtained for study or for re-use of previously published materials in another publication should be submitted through the image request form.
  - Fees are based on profit/nonprofit status of the requester, type of material requested, nature of use, and scope of distribution.
  - Images for Educational Use: Selected works may be purchased from commercial vendors. These images may be used for educational purposes only and may not be reproduced. Permission to reproduce images from the museum's collection must be sought from museum. [lists selected sources including art from museum collection: Saskia/Scholars Resource; Davis Art Images
- **Image Request Form**  
([https://www.metmuseum.org/education/image\\_request/Form.aspx](https://www.metmuseum.org/education/image_request/Form.aspx), June 10, 2009)
    - You will receive a contractual agreement and an invoice specifying the conditions for use and the cost of the request. Any permission for reproduction is for one-time, non-exclusive use only.
  - **Note to the Reader**  
([http://www.metmuseum.org/Works\\_of\\_Art/collection\\_database/NoteToReader.aspx](http://www.metmuseum.org/Works_of_Art/collection_database/NoteToReader.aspx), June 10, 2009)
    - Copyright: Some works of art from the 20<sup>th</sup> and 21<sup>st</sup> centuries may have a copyright line. ... Some photographs of works of art require photograph copyrights.



**Milwaukee Art Museum** (<http://www.mam.org/>)

- **Rights + Reproduction** (<http://www.mam.org/include/footers/pages/rightsRepo.php>, August 7, 2009)
  - The museum also respects the intellectual property rights of artists and others. For this reason, we remind you that you may not reproduce, alter or transmit any information or imagery from the collection's online database for any reason except for your own personal noncommercial use or “fair use” as this term is defined by current copyright laws without first obtaining formal, written permission from the Milwaukee Art Museum.
  - For use of works in which copyright is held by Artists Right Society or Visual Artists and Galleries Association, reproduction, including downloading, is prohibited by copyright laws and international conventions without express written permission.
  - Terms + Conditions
    - Copyright: MAM respects the intellectual property rights of artists and others. This Website and the images and text contained on this Website are protected by U.S. and international copyright laws and are owned by MAM or used by MAM with permission from the owners. Copyright for some images are held by the artists and/or their estates. You agree not to download, copy, reproduce, publish or transmit or otherwise use any portion of this Website including any images except for your own personal noncommercial use or “fair use” as this term is defined by current copyright laws, without written permission from MAM.
    - Fair Use is Permitted: Fair use of copyrighted material includes the use of protected materials for noncommercial educational purposes, such as teaching, scholarship, research, criticism, commentary, and news reporting. Unless otherwise noted, users who wish to download or print text, audio, video, image and other files from the Milwaukee Art Museum's web site for such uses are welcome to do so without the MAM's express permission. Users must cite the author and source of this material as they would material from any printed work; the citation should include the URL <http://www.mam.org>

**Minneapolis Institute of Arts** (<http://www.artsmia.org/>)

- **About the Museum / Contact Us** ([http://artsmia.org/index.php?section\\_id=39](http://artsmia.org/index.php?section_id=39), August 7, 2009)
  - Rights & Reproductions:
    - All images published by the MIA within this website and the ArtsConnectEd database and web site are for non-commercial, educational, and/or personal use only.
    - None of the materials published here within may be reused in the public domain.
    - Any commercial use or re-publication is strictly prohibited. Copying, redistribution, or exploitation for personal or corporate gain is not permitted.
  
- **About ArtsConnectEd** (<http://www.artconnected.org/help/artconnected-information#97640>, August 7, 2009)
  - Terms of Use
    - Copyright: All content including images ... published within the Arts ConnectEd web site by the two partner organizations is for noncommercial, educational and/or personal use only. Any commercial use or republication is strictly prohibited. Copying, redistribution, or exploitation for personal or corporate gain is not permitted.

**Museo de Arte de Ponce** (<http://www.museoarteponce.org/index2.php>)

[No information available on website.]

**Museum of Fine Arts, Boston** (<http://www.mfa.org/>)

- **MFA Images** (<http://www.mfa.org/about/index.asp?key=50>, June 22, 2009)
  - MFA Images offers over 160,000 high-quality images for publishing needs, from illustrating an art history text book to capturing attention on the cover of a novel. ... MFA Images offers unparalleled experience and quality, implementing the latest technology in direct digital capture, processing, and delivery along with a growing image archive suitable for all types of reproduction.
  - [Provides popular categories of images including “MFA Icons” that are “immediately recognizable and essential to any art history text.”]
  - Image Rights: Image rights are handled by Digital Image Resources (DIR). Our goal is to convey the MFA collections to the public through visual documentation, and the authorized use of text and images for the purposes of reproduction and distribution, while protecting the integrity of all MFA property.
  
- **Web Use and Gallery Photography** (<http://www.mfa.org/about/sub.asp?key=50&key=1082&topkey=50>, June 22, 2009)
  - Images on the MFA's website – created as a public educational resource – are the property of the MFA and are protected by copyright.
  - The reproduction, redistribution, publication, and/or exploitation of any materials and/or content (data, text, images, marks, or logos) for personal or commercial gain is not permitted.
  - Provided the source is cited, personal and educational use (as defined by fair use in US copyright law) is permitted.
  - Any reproduction of images from this site in a publication (with the exception of news reporting and commentary) is not permitted.
  - All parties using, printing, or downloading materials and/or content from the MFA web pages in any manner represent and warrant
    - (1) that they understand and will observe the limitations on the use of the materials and/or content; and
    - (2) that they will not infringe or violate the rights of any other party.
  
- **Merchandise Licensing** (<http://www.mfa.org/about/sub.asp?key=50&key=2086&topkey=50>, June 22, 2009)
  - MFA Images can provide inspiration and name recognition in all categories of retail product.
  - Accommodating one-time payment or royalty-based fee structures depending on product specifications, the MFA seeks fresh, new ways of reproducing art objects from its collection while accurately and tastefully remaining true to the integrity of the original artwork.
  - Summary of MFA product licensing policy:
    - Permission for rights to reproduce may only be obtained in writing.
    - Production may only proceed after signing a merchandise license agreement.
    - Subject to licensing provisions, the MFA will usually grant a Licensee a non-exclusive right to use an image within or on a product.

- License costs are determined by the rights requested, the MFA artwork involved, the type of product to be produced, and the duration of the license. Any compensation or royalty arrangements will be individually determined for each license request.
  - The MFA will require basic object information and the Museum of Fine Arts, Boston, to be credited.
  - The MFA requires that any licensed product be of the highest quality, and that it be consistent with the history, dignity, and mission of the MFA. Final product designs must be approved by the MFA before any production, marketing, or advertising takes place. The MFA will also need to view and approve all promotional materials.
  - Most licenses are limited to a term from one to five years with the possibility of renewal, which is granted at the MFA's sole discretion. The MFA always reserves the right to propose modifications to any license granted.
  - Licensed reproductions must only be made from color transparencies, high-resolution digital files, or black and white photographs provided by the MFA.
  - Transparency rentals are for an agreed period of time. ... Digital files and black and white photographs are purchased from the MFA and need not be returned, however any use beyond the scope of the license agreement is prohibited.
- **State-of-the-Art Photography**  
<http://www.mfa.org/about/sub.asp?key=50&key=1083&topkey=50>, June 22, 2009)
    - [Describes MFA Images photography and imaging services.]
  - **Ordering Images for Study or Personal Use**  
<http://www.mfa.org/about/sub.asp?key=50&key=2085&topkey=50>, June 22, 2009)
    - The following materials may be purchased for study and/or personal use:
      - Black-and-white prints: \$25 each
      - Color prints: \$35 each
      - Low-resolution digital files: \$5 each (minimum order of \$10)
    - To place an order for the above materials, complete the online Study Purposes Request Form, or download or print a Photo Material & Reproduction Request Form.
    - Please note:
      - Photographic materials ordered for study and/or personal use are intended for research and/or private enjoyment only. If you order a black-and-white print for study purposes and later wish to reproduce it in any manner, you must contact MFA Images for permission.
      - **LOW-RES DIGITAL FILES AND COLOR PRINTS MAY NOT BE REPRODUCED, PUBLISHED, SOLD, OR DISTRIBUTED IN ANY MANNER.**
  - **License Images for Reproduction**  
<http://www.mfa.org/about/sub.asp?key=50&key=2087&topkey=50>, June 22, 2009)
    - [Provides fees for different formats]
    - The MFA makes no representation that it is the owner of the copyright of the art

object depicted in the photo materials and assumes no responsibility for any claims by third parties arising out of your use of the photo materials. You must obtain all other permissions required for your use of the art object and the photo materials.

- **Study & Personal Use Image Request Form**

(<https://www.mfa.org/master/sub.asp?key=1854&key=2112>, June 22, 2009)

- [Links to and requires acceptance of Terms and Conditions]

- **Terms and Conditions of Image Usage**

(<http://www.mfa.org/master/sub.asp?key=45&key=2179>, June 22, 2009)

- The Images depict objects from the MFA's collection in a manner expressing the scholarly and aesthetic view of the MFA. The Images are not simple reproductions of the works depicted and are protected by copyright.
- Unless you have received a broader license from the MFA under a separate written agreement regarding the Images signed by the MFA, your right to use the Images will be as follows. The MFA grants you permission to display and view these images directly or with the aid of a slide projector only in connection with non-commercial activities including scholarly research excluding all reproduction and publication. All other rights are reserved to MFA.
- You are expressly prohibited from reproducing, distributing, or creating derivative works based upon the Images, converting the Images to any other medium, publishing, broadcasting or transmitting the images in any medium (including digital or electronic media) or using or displaying the Images in connection with activities that arise from or relate to advertising of any kind or natural or a commercial, for-profit enterprise.
- The rights granted to you in these Terms and Conditions are personal to you, and may not be transferred or sublicensed to any other person or entity.
- The MFA regularly makes images available for reproduction and publication in, for example, research papers and textbooks, but does so under terms different than those offered here.
- While the Images are in your possession or control you will take reasonable steps to preserve the Images from destruction and to prevent their improper use. In particular, and without limitation, you will not provide the Images or copies of the Images to any other person or entity.
- If you have received digital files containing images from the MFA, you will also maintain these files at a storage location that is secure and accessible only to you.
- Without limitation, it will be a breach of these terms and conditions for you to create an archive of one or more Images that is made accessible to third parties.
- While the rights granted herein do not expire on a specific calendar date, these rights are not granted perpetually. You may use the image for so long as reasonably necessary to carry out the scholarly research to which your use of the Image relates. When you complete this research, or cease to be active in the field of scholarly research generally, then the rights granted herein will expire, you will cease and desist from use of the Images, and you will destroy all Images in your possession or return such Images to the MFA.

- The MFA does not claim, represent or warrant that it owns or has the ability to license all proprietary rights relating to the Images, or that the Images are suitable for any particular use or purpose. For example, and without limitation, artists may maintain copyright in the objects depicted in the Images.
- You warrant and represent to MFA that you have all rights, licenses, permissions, consents, or releases, necessary to your use of the images.
- You will defend, indemnify and hold the MFA harmless from all claims... damages, or judgments arising from or relating to your use of the Images.
- **Digital Image Resources: Photo Material & Reproduction Request Form**  
(<http://www.mfa.org/files/PDFS/reproreqstform8.pdf>, June 22, 2009)
  - [Requests format (digital file, black & white print) and reproduction information.]

**The Museum of Modern Art** (<http://www.moma.org/>)

- **Image Permissions** ([http://www.moma.org/explore/collection/image\\_permissions](http://www.moma.org/explore/collection/image_permissions), June 5, 2009)
  - In order to more effectively service its clientele and market its images, The Museum of Modern Art has entrusted the licensing of images of works of art in its collections to Scala Archives of Florence, Italy.
  - All requests to reproduce works of art from MoMA's collection within North America should be addressed directly to Art Resource, Scala's New York representative.



## **National Gallery of Art** (<http://www.nga.gov/>)

- **Terms of Use** (<http://www.nga.gov/copyright/index.shtm>, June 22, 2009)
  - The contents of this site, including all images and text, are for personal, educational, non-commercial use only. The contents of this site may not be reproduced in any form without the permission of the National Gallery of Art.
- **Image Collections: Photographs** (<http://www.nga.gov/resources/dpanotes.shtm>, June 22, 2009)
  - Reproductions, Copyright, and Notes to Researchers:
    - Images borrowed from the image collections may not be digitized, reproduced, or duplicated in any form or for any purpose.
    - All requests for images intended for reproduction should be sent to the Office of Visual Services.
    - Copyright restrictions prevent the Image Collections from providing copy prints or granting publication permissions for the majority of the collection. Reproductions and permissions will be considered for images for which the Image Collections owns the copyright.
    - Researchers are permitted to photocopy images from the collection for their own personal use.
- **Image Collections: Slides and Photographs** (<http://www.nga.gov/resources/dlidesc.shtm>, June 22, 2009)
  - The department of image collections is a study and research center for images of Western art and architecture at the National Gallery of Art.
  - This resource is one of the largest of its kind, numbering almost 13 million photographs, slides, negatives, and microform images.
- **Visual Services** (<http://www.nga.gov/resources/divsdesc.shtm>, June 22, 2009)
  - Visual Services provides images of works of art in the National Gallery of Art collections for publication and for non-publication purposes.
  - The costs vary according to availability of photography, intended use, and nonprofit or commercial status of project.
  - In response to an approved request, a contractual agreement will be sent that outlines costs, procedures for completing the request, and the Gallery's terms and conditions for reproduction.
  - Links to request forms:
    - Color image request form
    - Black-and-white image request form
    - Image reuse request form
    - Online image request form
    - Custom print information and request form
- **Visual Services: Terms and Conditions** (<http://www.nga.gov/resources/divs-terms.shtm>, June 22, 2009)

- 1. Reproduction is permitted only from images supplied by the Gallery's Visual Services Department and only in flat, two-dimensional form.
- 2. The reproduction may not be described or identified as a "limited edition" or otherwise purport to have intrinsic value other than as a reproduction.
- 3. The Gallery will not supply images of works of art in its collections to companies or individuals operating an image rental and/or sales service or for any use which appears susceptible to unauthorized use. In signing, the Applicant represents that no such use will be made of any image obtained from the Gallery.
- 4. The Gallery reserves the right to limit the number of images of Gallery-owned works of art to fewer than 25% of the total images to be included in any single project.
- 5. Permission to reproduce and the fees payable cover only the specific use detailed in the contract. Any new edition, re-employment of printing plates, or additional use of any kind must be preceded by a new application and is not covered by the original permission to reproduce or fees.
  - 5a. Reproduction of a color image previously obtained from the Gallery is permitted only when the Applicant can provide verification that the color image was supplied by the Gallery, and is conditioned on the Applicant submitting an accurate color proof for approval. When applicable, instructions for color correction will be provided. If proper correction cannot be obtained, reacquisition of the color image will be required to make a new reproduction.
  - 5b. Reproduction of a black-and-white image previously obtained from the Gallery is permitted only when the Applicant can provide verification that the black-and-white image was supplied by the Gallery.
- 6. The image must be accompanied by a caption and credit containing the elements specified below. The caption and credit must appear either in immediate proximity to the image or in a section devoted to acknowledgments. Abbreviation is not permitted.
  - 6a. Any printed or electronic media must include caption and credit consisting of the artist's name, title of the work of art, donor's credit, and Image courtesy of the Board of Trustees, National Gallery of Art, Washington. Inclusion of the date, medium and dimensions is optional.
  - 6b. Any television, film, or tape media must include caption and credit consisting of the donor's credit and Image courtesy of the Board of Trustees, National Gallery of Art, Washington. Any associated printed media in which the image appears, however, must include full caption and credit as outlined in 6a.
- 7. The image may not be reproduced larger than the size of the original.
- 8. Where the medium of the original work is photography, the image may not be cropped, bled, guttered, or overprinted. For all other media, a work not reproduced in its entirety must include the word "detail" in its caption.
- 9. For printed reproduction in color, a color proof must be submitted to the Gallery for approval prior to publication to insure the most faithful reproduction possible. If supplied, the transparency must accompany the proof. After examination, the proof will be returned to the Applicant with approval or instructions for color correction.
- 10. Any reproduction which deviates from the original black and white or color image, including but not limited to electronic manipulation, renders this permission

void.

- 11. Preliminary copy and layout for any associated advertising or promotion in which the image appears must be submitted to the Gallery for approval prior to publication.
- 12. The Applicant expressly understands and agrees that the copyright covering all materials supplied pursuant to this permission is not assigned or released by the Gallery, that the purpose of this permission is to grant the Applicant only a non-exclusive license to use Gallery materials for the use specified on the contract, and that the Gallery specifically reserves to itself all other rights in the materials reproduced pursuant to this permission.
- 13. In consideration of permission to reproduce from materials supplied by the Gallery, one copy of the final publication or product must be sent gratis to the Gallery.
- 15. Reproduction in violation of any of the terms of this contract will result in withdrawal of all permission to reproduce and other action where appropriate.
- Although the Gallery does not seek to limit where a single project incorporating Gallery images may be distributed, this permission does not purport to include any rights which the artists, their agents, estates or any other parties may retain in the underlying works of art under the laws of various countries.

**North Carolina Museum of Art** (<http://ncartmuseum.org/interim/home.php>)

- **NCMA Rights and Reproductions Fee Schedule** (provided by Museum, February 11, 2010)
  - [Fees determined according to Print Run and additional cover art fee in addition to press run.]
  - Some fees may be waived or reduced for scholarly or educational uses at the discretion of the Registrar and the Director of Marketing and Operations.
  - [Contains black and white photography rates for students, scholars/museums, scholarly publications, and commercial usages.]
  
- **North Carolina Museum of Art Reproduction Permission** (provided by Museum, February 11, 2010)
  - The applicant also agrees to provide the Museum with one copy of the publication in which the reproduction appears.
  - 1. Reproduction rights are granted only for the object(s) listed on this form and on any attached pages and are limited to one usage in one publication, one edition and one language. No further reproductions are to be made without written consent from the Museum.
  - 2. The permission does not grant exclusive rights to any publisher or any author to reproduce the object(s). It extends only to such rights the Museum has to authorize reproduction, and does not purport to include any such rights that anyone other than the Museum may have under the laws of any country.
  - The Museum will provide accurate information regarding copyright ownership of the specific work(s) requested. However, it is the responsibility of the publisher to directly contact the copyright owner if the copyright is not owned by the Museum. The Museum assumes no responsibility for any royalties or fees claimed by an artist or on his behalf.
  - 3. All reproductions must be made from photographic materials supplied by the Museum. Reproduction from printed or other non-photographic material is prohibited.
  - 4. The reproduction will be accompanied (directly under the reproduction, on the facing page, or on the reverse) by the full caption and credit line as specified by the Museum. Any deviation from that, including attribution, must be authorized in writing by the Museum.
  - 5. Each object must be reproduced in its entirety on all or part of a single page unless otherwise approved by the Museum in advance. An approved detail must be identified as such in the caption. The reproduction must not be bled or cropped in any way or run across the gutter (spine).
  - 6. The reproduction must be full-tone black and white or full color and may not be reproduced on colored stock. Nothing may be superimposed on the reproduction (i.e. lettering, or tone, or another image).
  - 7. For color reproductions, final proofs must be submitted to the Museum before production for comparison with the original work of art so that any necessary color correction can be made.
  - 9. Reproduction rights for slides, film strips and motion pictures, television and video

- tape, greeting cards and post cards, replicas of three-dimensional objects, etc. will be subject to special conditions as stipulated in any letter accompanying this form.
- 10. Requests for reproduction of works of art in electronic media formats will be reviewed by Museum curatorial staff. Image quality must meet Museum standards. Documentation, credit line, and copyright notice must appear exactly as stated in this contract on the same screen as the reproduction of the work(s) of art. The image(s) must be “locked” and may only be retrieved for monitor viewing.

**Peabody Essex Museum** (<http://www.pem.org/>)

- **Peabody Essex Museum Terms of Use Policy** (<http://www.pem.org/homepage/terms.php>, June 10, 2009)
  - Text and image files ... are the property of PEM and may be protected by copyright and other restrictions.
  - Copyrights and other proprietary rights in the content on this web site may also be owned by individuals and entities other than – as well as in addition to – PEM.
  - PEM expressly prohibits the copying of any protected materials on this Web site, except for the purposes of fair use as defined in U.S. copyright law and as described below.
  - Fair use of copyrighted material includes the use of protected materials for noncommercial educational purposes, such as teaching, scholarship, research, criticism, commentary, and news reporting. Unless otherwise noted, users who wish to download or print text and image files from this Web site for such uses may do so without PEM's express permission, provided that they comply with the following conditions:
    - The content may be used only for personal, educational or noncommercial purposes
    - Users must cite the author and source of the content as they would material from any printed work
    - The citation must include all copyright information and other information associated with the content and the Web address for the Peabody Essex Museum web site
    - None of the content may be altered or modified
    - Users must comply with all other terms or restrictions applicable to the individual file, image or text
  - Unauthorized commercial publication or exploitation of text, images or content of this Web site is explicitly prohibited. Anyone wishing to use any of these files or images for commercial use, publication, or any purpose other than fair use as defined by law must request and receive prior written permission from PEM. Permission for such use is granted on a case-by-case basis at PEM's sole discretion. A usage fee may be assessed depending on the type and nature of the proposed use.
- **Copyright Notice** (<http://www.pem.org/homepage/copyright.php>, June 10, 2009)
  - The Peabody Essex Museum has created and maintains this site to provide artistic, educational, and other museum information and resources to the general public. The contents of this site are for personal, educational and/or non-commercial use only. No part or segment of this site may be reproduced. Any reproduction of any of the text and or images contained herein is a violation of applicable copyright laws.
- **Photographic Resources** (<http://www.pem.org/museum/photographic.php>, June 10, 2009)
  - Images of objects, paintings, drawings, work on paper, maps, ship plans, historical photographs, and illustrations from books and manuscripts are available from the photographic services department for personal, educational, institutional, or

commercial purposes.

- **Photo Resources & Archives: Photographic Material Order Form**

([http://www.pem.org/museum/photo\\_order\\_form.pdf](http://www.pem.org/museum/photo_order_form.pdf), June 10, 2009)

- Photographs are for personal use only and may not be used for reproduction purposes without written permission from the Peabody Essex Museum. Please complete the Application for Permission to Reproduce Images form if you wish to use PEM images in any media project.
- Digital files are available for reproduction and educational projects only.

- **Application for Permission to Reproduce Images**

([http://www.pem.org/museum/photo\\_permission\\_application.pdf](http://www.pem.org/museum/photo_permission_application.pdf), June 10, 2009)

- The Peabody Essex Museum grants one-time North American English Language Reproduction rights, except in the case of Web Site use, unless otherwise negotiated. Your invoice will indicate all actual rights requested and purchased.
- Conditions Under Which Reproduction Rights Are Granted For Images from the Collection of the Peabody Essex Museum
  - 1. Reproduction is permitted only from materials originally supplied by the Peabody Essex Museum. Photographic material and permission to reproduce may not be reused, transferred, assigned or sold without the permission of the museum.
  - 2. The purchase of a photograph, or scan or a photographic image or the transmission of an electronic image or the rental of a color transparency does not itself carry with it the right to publish, nor make a reproduction, scan, or transmit, broadcast, digitize, or otherwise make available in any form. Copyright of all images remains the property of the Peabody Essex Museum.
  - 3. All digital files and color transparencies conveyed under this agreement remain the property of the Peabody Essex Museum, and must be returned promptly after use...
  - 4. All requests for permission to reproduce an image in any form must be made in writing and include the intended use(s), publisher/producer and date of publication, release or posting.
  - 5. The PEM assesses fees for the right to reproduce images from the collection in publications, productions, products, and/or websites.
  - 6. Rights to reproduce are non-exclusive and granted for one time use only. Use of images in the promotion or advertising of the publication/production/website is permitted. Any further revisions, editions, and reprints require a new application to be submitted. Reproductions rights are not granted in perpetuity. Web site rights are granted for a period of twelve months at a time only unless otherwise negotiated.
  - 7. Each image must be reproduced in its entirety and without any alteration, including cropping, bleeding, overlapping, overprinting, or changes in color density unless otherwise approved in advance by the PEM. Any such altered image must be labeled as a “detail” and a complete and unaltered second image must also appear within the publication. Reproduction of two dimension works of art must be smaller than the original.

- 8. Web site reproductions must have a resolution no higher than the equivalent of 72 dots per inch for a 4" by 5" image.
  - 9. The complete credit line for all images as supplied by the PEM must appear in the caption or list of credits for each reproduction. Where possible the catalog or negative number should be included in the caption or photo credit as a courtesy for future researchers.
  - 10. The PEM assumes no responsibility for any royalties for fees claimed by the artist or on the artist's behalf.
  - 11. All matters of publication/production copyright rest entirely with the publisher/producer.
  - 12. If so requested, proofs must be presented to the PEM for approval prior to publication, and the museum reserves the right to deny any and all reproduction if, after correction, proofs are judged to be unsatisfactory.
  - 13. The PEM may additionally require a minimum of one complimentary copy of the publication in which the image is reproduced.
- **Essex Image Vault: Copyright** (<http://www.esseximages.com/copyright.html>, June 10, 2009)
    - All copyrightable text and graphics ... are © 2007 Essex Image Vault. All rights reserved. You may electronically copy or print hard copies of pages from this website solely for personal, noncommercial purposes related to placing an order or shopping with Essex Image Vault. Any other copying, distribution, retransmission, or modification of information or materials on this site, whether in electronic or hard copy form, without the express prior written permission of Essex Image Vault, is strictly prohibited.
    - ALL IMAGES ON THIS SITE ARE COPYRIGHTED.



**Pennsylvania Academy of the Fine Arts** (<http://www.pafa.org/>)

- **Web Site Terms of Use** (<http://www.pafa.org/Terms-of-Use/26/>, August 7, 2009)
  - Material and content on the web site are the property of the Academy or its licensors respectively, and are protected under the copyright laws of the United States and other jurisdictions. Your use of our web site grants you no rights or licenses to copyrights, trademarks, patents, or other individually property rights of the Academy except as expressly stated in our Copyright Policy. You agree not to use any material or content in a way that infringes those copyrights or other rights. Your rights to use and enjoy the material and content contained within the Academy's web site are further governed by the Copyright Policy, which is made a part of these Terms...
  
- **Copyright Statement** (<http://www.pafa.org/Copyright/25/>, August 7, 2009)
  - The contents of each page of the PAFA website, including all digital files, data, images and text are protected by copyright and are the property of the PAFA, or of third parties from whom the Academy has received authorization to display such files, data, images or text on this website. The contents of the Academy's website are made available to website visitors for personal, education, non-commercial use only, consistent with the principles of fair use as defined in the United States copyright laws. None of the contents of the PAFA website may be reproduced or distributed in any form without the permission of the Academy. Any public or commercial use of these materials without prior written permission is a violation of federal copyright law.
  - Permission may be requested by directing a written inquiry ... Permission may be granted or denied at the sole discretion of the PAFA or its licensors, as applicable.
  
- **Rights & Reproductions** (<http://www.pafa.org/Museum/Rights-Reproductions/67/>, August 7, 2009)
  - Once your request is received and accepted, a reproduction permission contract/invoice will be sent to you via postal service.
  - Fees will be determined according to the nature of your request.

**Philadelphia Museum of Art** (<http://www.philamuseum.org/>)

- **Web Policy: Copyright** (<http://www.philamuseum.org/copyright.html>, June 12, 2009)
  - 1. Copyright laws protect the Site's ... image files, ... and other material, including reproductions of works of art licensed to The Philadelphia Museum of Art by third parties (the “Licensed Works”); other restrictions may often apply. The Philadelphia Museum of Art retains all rights, including copyright, in data, image, text, and any other information contained in the Site (except for the Licensed Works) which are referred to collectively herein as the “Material(s).” Copyright and other proprietary rights in the Materials may be held by individuals and/or entities other than the Museum. The Museum expressly prohibits the copying, display, publication, distribution, modification, or exploitation for commercial or other purposes of any protected Material(s) on the Site, except for the purposes of fair use as defined in the copyright laws, and as described below.
  - 2. Fair use of copyrighted material includes the use of protected Material(s) for limited, purely non-commercial education purposes, such as teaching, scholarship, research, criticism, commentary and news reporting. Unless otherwise noted, users who wish to download or print data, text, image or other files included in the Materials may do so without the Museum's prior express permission. Users must, however, cite the author and source of this material as they would material from any printed or other work, and the citations should include the URL “<http://www.philamuseum.org>”. The Museum does not warrant or represent that use of Material(s) displayed on the Site will not infringe the rights of third parties not owned or affiliated with the Museum.
  - 3. Any party wishing to use any of the ... images ... included in the Materials from the Site, for purposes other than fair use as defined by law, must request and receive prior written approval... Permission for such use is granted on a case-by-case basis at the sole discretion of the Museum. A usage fee may be involved depending on the type and nature of the proposed use.
- **Web Policy: Copyright: Rights and Reproductions** (<http://www.philamuseum.org/rights.html>, June 12, 2009)
  - The Rights and Reproductions department provides the following information to publishers, authors, scholars, and the general public:
    - Images from the collection of the Philadelphia Museum of Art
      - Available formats:
        - Color transparency
        - Black-and-white print
        - High-resolution digital
        - Color print (for study only)
- **Philadelphia Museum of Art Rights and Reproductions Requests** ([http://www.philamuseum.org/doc\\_downloads/rights/PMA\\_ImageRequest.pdf](http://www.philamuseum.org/doc_downloads/rights/PMA_ImageRequest.pdf), June 12, 2009)
  - [Form. Does not contain terms and conditions.]

**Phoebe A. Hearst Museum of Anthropology** (<http://hearstmuseum.berkeley.edu>)

- **Production Services – Policies and Fees**

(<http://hearstmuseum.berkeley.edu/collections/services.php>, June 10, 2009)

- The Phoebe Hearst Museum retains all reproduction rights for its photographic images, films, and sound recordings, unless they are already in the public domain. ... Images of Museum objects are available for purchase, and limited permission to publish these images can be requested.
- Credit and Copyright: Credit must be given whenever a Museum photograph is reproduced. Credit should be given to the photographer, when identified. The credit line must read: “Courtesy of the Phoebe A. Hearst Museum of Anthropology and the Regents of the University of California – photographed by (name), (catalogue number).” The Museum reserves all rights to its photographic images.

- **Rights, Reproduction Policies and Fees**

(<http://hearstmuseum.berkeley.edu/media/rights.html>, June 10, 2009)

- Public Access:
  - The Phoebe Hearst Museum retains all reproduction rights for its photographic images, films, and sound recordings, unless they are already in the public domain. ... Images of Museum objects are available for purchase, and limited permission to publish these images can be requested.
  - Request for permission to publish, electronically transmit, or publicly display materials supplied by the museum from our archives, must be made on a Permissions Request Form. Permission is granted for one-time use only.
  - No reproduction use fees are charged for not-for-profit or scholarly use, as determined by the Museum. An additional letter, detailing the use of the requested image(s), as well as proof of non-profit status, may be required.
  - The Museum requests that, upon publication, one copy of the publication be furnished at no charge.
  - Reproduction Use Fees: Commercial use as determined by Museum; fees are for one-time use; minimum fees listed.

- **Media Permission Request and Agreement Form**

(<http://hearstmuseum.berkeley.edu/collections/pdfs/PhotoAndMovingImagesForm.pdf>,

June 10, 2009)

- 5. Permission
  - The Phoebe A. Hearst Museum of Anthropology, University of California at Berkeley, grants the one-time, nonexclusive right to the undersigned Licensee to reproduce the materials indicated in this agreement for the usage indicated herein.
  - All reproductions must show the following credit:
    - Copyright © Phoebe A. Hearst Museum of Anthropology and the Regents of the University of California, Photography by \_\_\_\_\_, Catalogue No. \_\_\_\_\_
    - Courtesy of the Phoebe A. Hearst Museum of Anthropology and the Regents of the University of California, Photography by \_\_\_\_\_, Catalogue No. \_\_\_\_\_

- 6. Terms and Conditions
  - 1. PERMISSION: When signed by PAHMA, PAHMA grants to the Licensee the right to reproduce the Property, subject to the following conditions:
    - (a) the right is nonexclusive and non-transferable
    - (b) the right is subject to the terms and conditions and representations set forth in this entire document
    - (c) the right is subject to any fees or other attachments that shall be deemed an integral part of this agreement
  - 2. WARRANTY AND ACCEPTANCE: Licensee agrees that each permission is for one time use, and any further or subsequent use of the Property is subject to the execution of additional permission agreement and fees. Licensee further agrees that it shall not alter the Property without the express written permission of PAHMA.
  - 4. RIGHTS AND COPYRIGHT: PAHMA shall at all times retain all rights to the Property, including copyright where applicable, and Licensee agrees to exercise due care in the protection of such rights. Licensee agrees that no part of the Property may be reproduced without PAHMA's express written consent, and that any reproduction of the Property must include the credit line indicated in this agreement. Licensee agrees to undertake other such measures as may be reasonably requested by PAHMA to assist in tracing of any unauthorized copies. If PAHMA does not hold the copyright to the Property, Licensee agrees to obtain the permission of the copyright holder prior to publication, to pay any necessary fees in connection with such permission, and to hold PAHMA harmless in the event that such permission is not obtained.
  - 5. TERMINATION: In the event the Licensee shall fail to keep, perform, or observe the terms and conditions of this agreement, including prompt payment of royalties, PAHMA shall have the right to terminate the permission agreement on 14 days' written notice...
  - 6. USE OF NAMES: Except for publication in recognized research journals or otherwise in connection with other academic or scholarly purposes, including the references required under section 6 of this permission agreement, Licensee shall not employ or use the names Phoebe A. Hearst Museum of Anthropology or University of California at Berkeley in any publications, promotional materials, or advertising without PAHMA's prior express written consent.
  - 7. ASSIGNMENT: The Licensee shall not assign this permission to any third party without the prior express written consent of the PAHMA, and any purported assignment without such consent shall be void.
- **Public and Media Access: Copyright Information**  
(<http://hearstmuseum.berkeley.edu/media/copyright.php>, June 10, 2009)
  - All ... images ... contained in this web site are © The Phoebe A. Hearst Museum

unless otherwise noted. Images and graphics may not be used in any way – online or in print – without the express written permission of the Hearst Museum. This includes, but is not limited to, personal web pages, multimedia presentations, CD-ROM's of any type and web or FTP based clip-art collections.

**Portland Art Museum** (<http://portlandartmuseum.org/>)

- **Copyright** (<http://portlandartmuseum.org/about/copyright/>, June 12, 2009)
  - Rights and Restrictions of Use: The Portland Art Museum retains all rights (including copyright) and restrictions for ... image files ... and all other materials on this web site. Copyrights and other proprietary rights for the materials on this Web site may also subsist in individuals and entities other than, and in addition to, the Portland Art Museum. The PAM expressly prohibits the copying of any protected materials on this Web site, except for the purposes of fair use, as defined by United states copyright laws and as described below.
  - Fair Use Permissions:
    - The materials on this web site are made available for limited non-commercial, educational, and personal use only, or for fair use as defined in the United States copyright laws.
    - Web site users may download these files for personal use, subject to any additional terms or restrictions that may be applicable to the file or program. However, Web site users must cite the author and source of the materials as they would cite material from a printed work.
    - By downloading, printing, or otherwise using image files from this web site, users agree to limit their use of such files to fair use and abide by the proprietary rights of the PAM or third-party owners.
    - Visit the U.S. Copyright Office to learn more about fair use [link]
  - Commercial Use Restrictions
    - Unauthorized commercial publication or exploitation of the PAM's files is specifically prohibited. Anyone wishing to use any of these files or images for commercial use, publication, or any purpose other than fair use as defined by law, must request and receive prior written permission from the PAM's Rights and Reproductions Department.
    - Permission for such use is granted on a case by case basis at the sole discretion of the PAM. Usage fees may be assessed, depending on the type and nature of the proposed use.
  - Reproduction:
    - Permission is granted for only a single use in one publication, one edition, and in one language. Additional language editions and subsequent revised editions will be considered at the time of application.
    - The full credit line exactly as supplied by the PAM must appear in immediate proximity to the image, or in the section devoted to photographic credits. No abbreviations are permitted. Full documentation consists of Portland Art Museum, Portland, Oregon, the artist's name, title of the work of art, date (if given), medium, and size. In addition, the credit line MUST include the donor's name when provided. In the case of films, television, or filmstrips, the credit lien must be included in the credits.
    - Each image must be reproduced unaltered and in its entirety unless approved in writing by the PAM. The reproduction must not be cropped, bled off the page, printed on color stock, or with colored ink, nor have anything superimposed on

the image. When a detail is used, the word DETAIL must appear in the credit line.

- **Rights and Reproduction Fees** (<http://portlandartmuseum.org/about/copyright/fees/>, June 22, 2009)
  - Discounts may be available to students/scholars, museums, educational and non-profit institutions.
  - Reproduction Rights: Rights usage fees for all projects, including videos, films, and television programs, are determined by duration and type of use, projected audience or publication-run size, and research costs. Object size in proportion to the overall layout or design of the publication will be considered. Prices will vary.
  
- **Request for Permissions or Images** (<http://portlandartmuseum.org/about/copyright/request/>, June 12, 2009)
  - Requests for permission to reproduce an image for publication must be made in writing and include the intended use, the publisher, title of the publication, and expected date of publication.
  - The PAM reserves the right to deny permission to reproduce an image from its collection to any application whose product is not acceptable to the PAM for any reason. Reproduction is permitted only from materials supplied by the PAM.
  - Permission, if granted, is valid only for the individual, company, or institution to whom it is specifically issued and may not be transferred, assigned, sold, or otherwise disposed of without the PAM's permission in writing.
  - Conditions:
    - Upon date of publication, the publisher is to provide the PAM with at least two complete, gratis copies of the publication in which the image is reproduced. If so requested, a proof must be approved by the PAM before reproduction of an image in color. If a proof is still not judged sufficient quality even after correction, the PAM has the right to withdraw permission to published.
    - Certain works of art owned by the PAM may be protected by a copyright not owned by the PAM. Responsibility for ascertaining whether any such rights exist, for paying any royalties or fees claimed by the artist, his or her heirs or estate, and for obtaining all other necessary permissions, remains with the applicant. Permission documents must be submitted along with the application before photographic materials will be released.

**Saint Louis Art Museum** (<http://www.slam.org/>)

- **Terms of Use** (<http://www.slam.org/index.aspx?id=190>, August 7, 2009)
  - The Saint Louis Art Museum retains all rights, including copyright, to text, images, logos, and any other information the website. [sic]
  - Visitors may not copy, display, distribute, download, license, modify, perform, publish, reproduce, sell, transfer, transmit, or otherwise use any content or images from the website for anything other than personal or educational use without the express written consent of the Saint Louis Art Museum. Reproduction of any material on this website for use on a personal website is strictly prohibited. Those wishing to use materials presented on the website are responsible for obtaining permission from the Museum and all other applicable third-party copyright holders.
  - **Rights and Reproduction**
    - Reproduction rights for works of art in the collection may be requested by submitting an application form and required fee.
    - Copyright for certain images and works of art on the website may be held by individuals or groups in addition to the Saint Louis Art Museum. This includes reproductions of works of art licensed to the Museum by third parties, such as an artist's estate, VAGA, or Artists Rights Society.
      - Reproduction in any form is prohibited without written authorization from VAGA.
      - ARS-licensed images. Reproduction in any form is prohibited by copyright laws and international conventions without the express written permission of ARS.
- **eMuseum: About**  
(<http://stlouis.art.museum/emuseum/code/emuseum.asp?style=single&record=1&page=collection&profile=objects&searchdesc=American%20Art...#wvalues=1#wpage=about>, August 7, 2009)
  - **Terms of Use**
    - Visitors may not copy, display, distribute, download, license, modify, perform, publish, reproduce, sell, transfer, transmit, or otherwise use any content or images from the website for anything other than personal or educational use without the express written consent of the Saint Louis Art Museum. Reproduction of any material for use on a personal website is strictly prohibited.
- **Saint Louis Art Museum: Cass Gilbert's Palace of Fine Arts: Copyright**  
(<http://www.slam.org/modig/copyright.aspx>, August 7, 2009)
  - You may use digital images from the Saint Louis Art Museum's Richardson Memorial Library Archives collection for private study, scholarship, or research under Fair Use provisions of the United States Copyright Law.
  - If you wish to publish or reproduce the materials in any form or use them for any commercial purpose including display or webpage use, you must obtain prior written approval from the Saint Louis Art Museum. The SLAM reserves the right to refuse to accept a reproduction request if, in its judgment, fulfillment of the request would



involve violation of copyright laws.

**San Diego Museum of Art** (<http://www.sdmart.org/>)

- **Copyright Notice** (<http://www.sdmart.org/info-copyright.html>, June 8, 2009)
  - Copyright laws protect site's image files and other material, including art reproductions licensed to museum by third parties.
  - Museums retains all rights, including copyright in images contained in site.
  - Expressly prohibits copying, display, publication, distribution, modification, or exploitation for commercial or other purposes, except for purposes of fair use.
  - Fair use includes limited, non-commercial purposes; any fair use must be accompanied by stated credit lines.
  - Any use of images other than fair use as defined by law must request and receive prior written approval.
  - Application for Reproduction Permission will be forwarded in response to written request.
  - Permission granted on case-by-case basis, at sole discretion of museum.

**Seattle Art Museum** (<http://www.seattleartmuseum.org/>)

- **Terms of Use & Privacy Policy** (<http://www.seattleartmuseum.org/termsUse/terms.asp>, June 22, 2009)
  - Copyright:
    - The contents of this website, including all images ... are owned by the Seattle Art Museum or used by SAM in accordance with copyright laws and with the appropriate third party's permission.
    - Except as may be otherwise indicated in specific documents within the website, you are authorized to view, play, print, forward and download documents, audio and video on our website for personal, noncommercial or educational purposes only.
    - Any commercial form of reproduction, transmission, performance, display, creation of derivative works, publication, sale, rental, lending or storage in any retrieval system of the materials is prohibited without the consent of the SAM. Removal of any digital watermark, proprietary notices or accompanying text that may be included on or with the image is prohibited.
    - Copyright, certain moral rights and other proprietary rights in certain works of art as well as photographs of these works of art, and images of people or places, displayed on this website, may be held by individuals and/or entities other than SAM. This includes reproductions of works of art licensed to SAM by third parties, such as an artist or an artist's estate holding rights to these works.
    - You may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or materials contained on the website. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted materials that is available on the website.
- **The Collection: Image Rights & Reproductions** (<http://www.seattleartmuseum.org/Collection/rights.asp>, June 22, 2009)
  - The Image Rights & Reproductions Department of the SAM provides images for educational presentations, professional research, print and electronic publications, and media projects. All requests for images must be made in writing. Permission for such use is granted at the sole discretion of the SAM.
  - Low resolution digital slides are available for educational research and lecture use only. They are not permitted for publication.
  - Reproduction is for one use only. Photographs may not be cropped, bled off the page, or otherwise altered in any way. All published image(s) must be identified by the SAM's accession number, Title, and Date of the work of art, Artist, and Credit Line.
  - Copyright Restrictions:
    - Artists or designated assignors may retain copyright to works of art in the SAM collection, which are protected under U.S. copyright laws, and applicable international treaties. In some cases a signed document of permission may be required from the copyright owner before the Image Rights & Reproduction

Department can process your request.

- The SAM assumes no responsibility for any claim against the reproduction rights applicant or the SAM by an artist ... in connection with the reproduction of works of art in the collection of the SAM.
- In all cases, unauthorized use of images of works of art in the SAM collection is prohibited. No image of any SAM collection items may be reproduced, published, stored, or transmitted in any form or by any means without prior written permission from the SAM.
- **Rights and Reproductions Request Form**  
(<http://www.seattleartmuseum.org/Collection/imageRightsForm.asp>, June 22, 2009)
- You will receive a Rights and Reproductions Agreement by email, unless requested otherwise.

**Smithsonian American Art Museum and the Renwick Gallery** (<http://americanart.si.edu/>)

- **Copyright** (<http://americanart.si.edu/copyright/>, June 22, 2009)
  - The contents of this website may be used for personal, education, and non-commercial use only.
  
- **Copyright Terms and Conditions** (<http://www.si.edu/copyright/>, June 22, 2009)
  - Content is Protected by Intellectual Property Laws
    - Text and image files ... is the property of the Smithsonian Institution and may be protected by copyright and other restrictions as well. Copyrights and other proprietary rights in the content of this website may also be owned by individuals and entities other than, and in addition to, the Smithsonian Institution. Smithsonian expressly prohibits the copying of any protected materials on this website, except for the purposes of fair use as defined in the copyright law, and as described below.
  - Fair Use Is Permitted
    - Fair use of copyrighted material includes the use of protected materials for non-commercial educational purposes, such as teaching, scholarship, research, criticism, commentary, news reporting, and other content. Unless otherwise noted, users who wish to download or print text and image files from this Web site for such uses may do so without the Smithsonian Institution's express permission, provided that they comply with the following conditions:
      - 1. The content may only be used for personal, educational or noncommercial purposes;
      - 2. Users must cite the author and source of the content as they would material from any printed work;
      - 3. The citation must include all copyright information and other information associated with the content and the URL for the Smithsonian Institution website;
      - 4. None of the content may be altered or modified;
      - 5. Users must comply with all other terms or restrictions which may be applicable to the individual file, image or text.
  - Warranty: ... The Smithsonian Institution does not warrant that the use of the text, images and content displayed on the website will not infringe the rights of third parties not owned by or affiliated with the Smithsonian.
  - Commercial Use is Restricted: Unauthorized commercial publication or exploitation of any text, images or content of this website is specifically prohibited. Anyone wishing to use any of these files or images for commercial use, publication, or any purpose other than fair use as defined by law, must request and receive prior written permission from the Smithsonian Institution. Permission for such use is granted on a case-by-case basis at the sole discretion of Smithsonian's Office of Product Placement and Licensing. A usage fee may be assessed depending on the type and nature of the proposed fee.
  - Frequently Asked Questions and Answers
    - May I put unaltered images, text, or content from this website on a closed and

restricted database at my school or museum?

- Yes, if there is no charge for the users and if electronic distribution is limited to educational use for a specific purpose or limited duration. The images must remain unaltered. All of the accompanying caption information must be included without alteration, and the citation should include the URL specified above.
- May I put unaltered images, text or content from this website on my personal website?
  - Yes, so long as the site displays no advertisements and no sponsors, does not charge a fee for services, and does not offer any product or service for sale. The images must remain unaltered, and all of the accompanying caption information must be included without alteration, and the citation should include the URL specified above.
- May I put images, text or content from this website on another general access website or CD-ROM?
  - No, unless permission has been obtained in advance from the Smithsonian Institution.
- May I print selected images or text excerpts from this website for a school report?
  - Yes, if it is a personal or academic work, and not for publication in any medium. The images must remain unaltered, and all of the accompanying caption information must be included without alteration. This type of use is encouraged; all other forms of publication are expressly prohibited.
- How do I obtain permission for other forms of publication?
  - Anyone wishing to use the text, images or content from this website for purposes other than as authorized herein must obtain prior written approval. Permission for such use is granted on a case-by-case basis at the sole discretion of the Smithsonian's Office of Product Development and Licensing. A usage fee may be charged depending on the nature of the proposed use.
- **Rights and Reproductions** (<http://americanart.si.edu/collections/rights/index.cfm>, June 22, 2009)
  - Personal, Educational and Non-Commercial Use: Personal, educational and non-commercial use of digital images from our Web site is permitted, with attribution to the Smithsonian American Art Museum, for all images unless otherwise noted.
  - Guidelines and Fee Schedule for Other Types of Use
    - 1. Submit in writing all requests ... Include all of the following information: ...
      - Intended use (study/scholarly, lecture, or publication): Study or scholarly use consists of using the image for viewing, displaying, or storing in an album or other storage system for later viewing, and does not include multiple reproduction publication in any format, commercial exploitation, or include of the image on a personal web site.
    - 4. All publication fees are for print runs under 3,000; all DVD/CD-ROM fees are for print runs under 1,000. Web site permissions are for one year.
    - 5. All requests for future editions or renewals must be submitted in writing as a separate request.

- 6. You will receive a permission contract/invoice for each approved request. After the museum receives a signed contract and payment, you will receive the requested material and a countersigned copy of the contract.
- 7. The museum reserves the right to deny permission to any request.

**Sterling and Francine Clark Art Institute** (<http://www.clarkart.edu/>)

- **Rights Policy** (<http://www.clarkart.edu/museum/content.cfm?ID=85>, June 8, 2009)
  - If your request is approved, you will receive a contract and invoice.
  - Any commercial use or publication of material from this website is strictly prohibited.
  - World Rights: For world rights, 100% will be added to the cost of the reproduction for nonprofit or scholarly; 175% for commercial.
  - Non-editorial Use: An application to reproduce a work of art in advertising, a promotional context, or as part of a commercial product must be accompanied by a layout sketch and a full description of the proposed use of the image, including the context in which it will appear and details of intended distribution. The museum reserves the right to refuse any proposal that conflicts with or does not meet the standards of its own product development.
- **Sterling and Francine Clark Art Institute Rights and Reproductions Request** (<http://www.clarkart.edu/PDF/image-request-application.pdf>, June 8, 2009)
  - [Form; does not contain terms and conditions]



**The Studio Museum in Harlem** (<http://www.studiomuseum.org>)

[No information available on website.]

**Virginia Museum of Fine Arts** (<http://www.vmfafa.state.va.us/>)

[No information available on website.]

**Whitney Museum of American Art** (<http://www.whitney.org/>)

- **Rights and Reproductions** (<http://www.whitney.org/www/collection/rights.jsp>, June 8, 2009)
  - The museum retains all rights, including copyright, in data, image, text, and any other information contained in these files. ... Material contained in website is copyrighted by the museum or by third parties from whom the museum has obtained permission.
  - Commercial use or publication of any material from the website is strictly prohibited. ... Copyright or redistribution in any manner for commercial use is not permitted.
  - Images files are made available for noncommercial, educational, and personal use only. ... Users may download files for own use, subject to any additional terms or restrictions which may be provided with the individual file or program. Fair educational use permitted. Specifically, an internet user may download images and text files and share them with others for limited noncommercial and educational purposes only.
  - Use of images for publication, commercial use, or any purpose must request and receive prior written permission granted at the sole discretion of the museum.
  
- **Whitney Museum of American Art Terms and Conditions** ([http://whitney.org/www/information/terms\\_conditions.jsp](http://whitney.org/www/information/terms_conditions.jsp), June 8, 2009)
  - 1. Images on website are protected by copyright and may be covered by other restrictions. Museum retains all rights, including copyright in images. Copyright and other proprietary rights may be held by individuals or entities other than, or in addition to, the museum.
  - 2. Museum expressly prohibits copying of materials on site, except for limited non-commercial, educational, and personal use only, or for fair use as defined in the United States copyright laws. Users may download files for their own use, subject to any additional terms or restrictions which may be applicable to the individual file or program. Users must, however, cite the author and source of the materials as they would material from any printed work, and the citations should include the URL “[www.whitney.org](http://www.whitney.org)”
  - [2] The museum does not warrant that use of materials will not infringe the rights of third parties. Works under copyright by the artist or artist's heirs may not be used in any form; they may not be copied or downloaded without prior permission from the holder of the underlying copyright.
  - [2] Copying or redistribution in any manner for commercial use, including commercial publication, or for personal gain is strictly prohibited.

**Yale University Art Gallery** (<http://artgallery.yale.edu/>)

- **Terms and Conditions** (<http://artgallery.yale.edu/pages/terms.html>, June 22, 2009)
  - 1. The Yale University Art Gallery retains all rights, including copyright, in data, images ... and other information contained in these files (collectively, the “Materials”) subject in some cases to third-party rights. Copyright and other proprietary rights may be held by individuals or entities other than, or in addition to, the Gallery.
  - 2. The Gallery is making the Materials available for limited non-commercial, educational, and personal use only, in accordance with the fair use provisions of the copyright laws. Users may download these files for their personal or educational use, subject to any additional terms or restrictions, which may be applicable to the individual file or program. Users must cite the author and source of the Materials as they would material from any printed work, and the citations should include the URL “<http://artgallery.yale.edu>” in addition to all copyright and any proprietary notices contained on the Materials. Any use of the Materials that does not qualify as fair use is subject to the Gallery's prior written approval, and the user must request and receive such approval prior to any use. Copying or redistribution in any manner for commercial use, including commercial publication, or for personal gain is strictly prohibited, without the express prior written permission of the Gallery or the relevant third-party rights holder, as the case may be.
  - 3. The Gallery does not warrant that the use of the Materials displayed on the site will not infringe the rights of third parties. For example, the rights to certain works of art, as well as photographs of those works, may be held by the artist or the artist's heirs and not the Gallery. The responsibility for determining whether the Gallery or some other party holds the relevant rights in a work of art or in any of the Materials remains solely with the user. The Gallery will have no responsibility for making any such determination, or in securing rights from a third party, for any user.
  - 5. Without limiting the foregoing, all Materials on the site are provided “AS IS” WITHOUT A WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ... NON-INFRINGEMENT.
- **Frequently Asked Questions**
  - May I put unaltered images or text from the Yale University Art Gallery Web site on a file server at my school or museum?
    - Yes, if there is no charge for the user and if electronic distribution is of limited term to your school or museum only. The images must remain unaltered. All of the accompanying caption information must be included without alteration, and the citation should include the URL “<http://artgallery.yale.edu>.”
  - May I put unaltered images or text from the Yale University Art Gallery Web site on my personal Web site?
    - Yes, so long as the site takes in no advertisements and no sponsors, does not charge a fee for services, and does not offer any product or service for sale. The images must remain unaltered. All of the accompanying caption information must be included without alteration, and the citation should include the IRL “<http://artgallery.yale.edu>.”

- May I put images or text from the Yale University Art Gallery Web site on a CD-ROM, public domain or otherwise?
  - No.
- May I print selected images or text excerpts from The Yale University Art Gallery site for a school report?
  - Yes, if it is a personal or academic, and not for publication in any medium. The images must remain unaltered. All of the accompanying caption information must be included without alteration. You should cite the source as you would any printed work; the citation should include the URL “<http://artgallery.yale.edu>.” This type of use is encouraged; all other forms of publication are expressly prohibited, without prior written permission.
- How do I obtain permission for other forms of publication?
  - [M]ust obtain prior written approval. Permission for such use is granted on a case-by-case basis at the sole discretion of the Gallery, or the relevant rights holder, as the case may be. A usage fee may be charged depending on the nature of the proposed use.
- **Rights and Reproductions** (<http://artgallery.yale.edu/pages/info/rights.html>, February 5, 2010)
  - The Rights and Reproductions Department does not give permission to reproduce any photography previously purchased for any reason whatsoever. Permission to reproduce photography is granted at the same time that photography is purchased from the Gallery.
- **Rights and Reproductions Request Form – Request for Research Only** ([http://artgallery.yale.edu/pdf/info/yaag\\_rights\\_research.pdf](http://artgallery.yale.edu/pdf/info/yaag_rights_research.pdf), February 5, 2010)
  - The Gallery reserves the right to deny any request that does not meet with its approval.
  - Photography listed here is provided for research or study purposes only, and no permission will be given to re-use this photography at another time.
- **Rights and Reproductions Request Form – Request for Scholarly Publication** ([http://artgallery.yale.edu/pdf/info/yaag\\_rights\\_scholarly.pdf](http://artgallery.yale.edu/pdf/info/yaag_rights_scholarly.pdf), February 5, 2010)
  - The Gallery reserves the right to deny any request that does not meet with its approval.
  - Photography listed here is sold outright for the specific use(s) you have requested, and no permission will be given to re-use this photography at another time.
  - The digital files are sold for reproduction purposes only. We give permission for photography of objects in the collection taken by Gallery photographers or Yale University staff photographers only.
  - Time period – renewable at the end of the time period: 1 year, 5 year, 10 years
  - North America or European rights or World rights.
- **Rights and Reproductions Request Form – Request for Commercial Reproduction** ([http://artgallery.yale.edu/pdf/info/yaag\\_rights\\_commercial.pdf](http://artgallery.yale.edu/pdf/info/yaag_rights_commercial.pdf), February 5, 2010)

- The Gallery reserves the right to deny any request that does not meet with its approval.
- Photography listed here is sold outright for the specific use(s) you have requested, and no permission will be given to re-use this photography at another time.
- The digital files are sold for reproduction purposes only. We give permission for photography of objects in the collection taken by Gallery photographers or Yale University staff photographers only.
- Time period – renewable at the end of the time period: 1 year, 5 year, 10 years
- North America or European rights or World rights.