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

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

[No information available on website.]
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  - 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 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](http://www.frick.org/assets/PDFs/copyright/FILM.pdf), September 29, 2009)
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  - 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/](http://www.uga.edu/gamuseum/))

- **Photography and Rights to Reproduction** ([http://www.uga.edu/gamuseum/collections/rights.html](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/)

  - 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.
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    - 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.
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  - [Contains same language as Rights & Reproductions page]
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• [Provides examples of previous licensing projects]


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