

Art Image Copyright and Licensing: Terms and Conditions Governing Reproduction and Distribution

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Introduction

The following table collects and summarizes terms and conditions from United States art museum license agreements pertaining to the reproduction and distribution of artwork images. These terms and conditions were collected from a sample of fifty museums with a primary specialty in art accredited by the American Association of Museums. 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. For each sampled museum, copyright and image licensing information was obtained as available from the museum's website. Several museums have provided additional documents not available on their websites, and those materials are also included in the table. From each document or webpage collected, this table identifies the language therein that specifically addresses the ability of users to reproduce or distribute artwork images licensed or otherwise made available by the museum. Although an effort has been made to accurately replicate the language of the source documents, underlying sources should be consulted for citation purposes. The underlying document or webpage is provided in the "Source" column.

This table provides an overview of the rights and reproduction policies of art museums within the United States as they address the reproduction and distribution of artwork reproductions. It also provides a means for comparing and analyzing how different institutions approach controlling reproduction and distribution when licensing uses of art images. Specifically, it compiles and summarizes terms and conditions regarding:

- I. Assertions of copyright
- II. Prohibitions on reproduction or distribution
- III. Permissible uses
- IV. Limitations of "one time use"
- V. Restrictions on uses of images from other sources
- VI. Digital rights management and related controls over digital images
- VII. Temporal or format restrictions
- VIII. Discretion in granting permission to reproduce

For each of these categories, a summary analysis of terms and conditions is provided, followed by the specific language from each museum's rights and reproduction policies.

I. Assertions of copyright

- Museum terms and conditions often explicitly assert copyrights over artwork reproductions.
- Many copyright statements are ambiguously worded as to which images the museum’s copyright claims apply, and whether copyright lies with the artist, the museum, or both.
- Copyright statements rarely distinguish between reproductions of artworks in the public domain and reproductions where the underlying work is still within copyright.
- However, some museum copyright statements affirmatively state that copyrights apply to images of public domain works.
- Terms and conditions may also require that any reproduction bear a copyright statement in the name of the museum.

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