

PHOTOGRAPHIC REPRODUCTIONS RIGHTS POLICY & AGREEMENT

Permission to use images of the Hermitage Museum's permanent collection may be available by request through the museum's Executive Director,

<u>iduncan@thehermitagemuseum.org</u> or 757.423.2052 x.206.

For inquiries regarding purchasing a print or reproduction of a work in the Hermitage Museum's collection for personal use at home, please visit our exclusive provider of museum-quality prints and reproductions, Request-A-Print:

http://www.requestaprint.net/hermitage/

For press images related to current or upcoming exhibitions, please contact Jennifer Lucy, Marketing Manager, at jlucy@thehermitagemuseum.org or 757.423.2052 x208.

PHOTOGRAPHIC RIGHTS, REQUESTS, & REPRODUCTION POLICY

The Hermitage reserves all rights for photographic reproduction of Museum Property. The Hermitage reserves the right to approve final content for anything in which the Hermitage or its properties will appear, either by name or by visual representation. As stated in the Hermitage's Collection Management Policy: "The Hermitage specifically reserves all rights for photographic reproduction of Museum Property. No commercial use of such photographs is permitted without written approval by the Executive Director. In general, non-educational and commercial reproductions of Museum Property will not be approved[*]. The Hermitage reserves the right to license vendors, collect royalties, initiate fees or otherwise control use of Museum Property as deemed by the Hermitage to be appropriate and lawful...Requests by individuals will be handled on a case by case basis."

Requests for permission to reproduce an image of a work of art from the Hermitage Museum's collection must be submitted and sent to the Executive Director before use. Requests are mandatory for all reproduction purposes-- editorial, scholarly, or commercial for all academic/non-profit and for-profit organizations or companies. Such usage includes using an image of a collection item in any of the following: books, textbook, periodical, catalogue*, catalogue cover*, magazine, organizational publication*, dust jacket, television, video, film, website or portfolio.

Upon approval of request, appropriate fees and payment will be determined. Payments must be paid in advance, prior to print or use. For digital file requests, the digital file will be sent when payment has been received.

*Considerations may be made for research and scholarly purposes or for exhibitions featuring collection items from the Hermitage Museum. For details, please contact the Executive Director for more information: 757-423-2052 x.206



TERMS OF AGREEMENT

Requestors will read and agree to all terms and conditions of the photography policy. Requestors will complete all necessary paperwork and will be given permission for an image's use prior to print. All orders must be prepaid by check, made out to The Hermitage Museum & Gardens. Please do not send cash, stamps, or international money orders. When mailed, please allow 7-10 days for processing. By signing and submitting this form, you agree to the terms outlined in this "Photographic Rights and Reproductions Policy."

CONDITIONS UNDER WHICH PERMISSION IS GRANTED TO USE MUSEUM PROPERTY, INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY OF THE HERMITAGE MUSEUM. PERMISSION IS CONDITIONAL UPON ACCEPTANCE OF THESE CONDITIONS. ANY BREACH OF THESE TERMS AND CONDITIONS AUTOMATICALLY WILL RESULT, AT THE SOLE DISCRETION OF THE HERMITAGE, IN REVOCATION OF USE PERMISSION.

NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research". If a user makes a request for or later uses, a photocopy or reproduction for purposes in excess of "fair use", that use may be liable for copyright infringement. This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

- 1. Use of Museum Property permitted under this Agreement is limited to the use stated under REQUEST, above. Other reproduction or use of Museum Property strictly is prohibited.
- 2. Each use of Museum Property must be reflected in appropriate credit or attribution. The credit line must be in an appropriate portion of the publication, at the end credits of a film/video/TV production or in accompanying printed matter.
- 3. Any reproduction that is used as an illustration or in a display must bear a credit line adjacent to the print: *"Collection of The Hermitage Museum & Gardens, Norfolk, Virginia."*
- 4. Fees and permission apply to *ONE-TIME* use only. Additional language editions, subsequent editions and reuses will be considered upon application and may require additional fees. Permission will be approved for electronic publication only in a format, such as CD-ROM, that is sufficiently secure to prevent unauthorized downloading, transferring, copying and manipulation of content, with specialized technologies used specifically for digital image protection, if images are provided.
- 5. If an image is provided, the Hermitage's image must be shown in its entirety and not altered for artistic purposes. It must <u>not</u> be bled or cropped in any way. <u>Nothing may be superimposed on the image.</u> It must be shown in full-tone black and white or full color in its original format. In print media, the image may <u>not</u> be on colored stock or printed in color ink.

- 6. Requests to use a specific detail from an image must be approved in advance by the Hermitage. When a detail is used, the word DETAIL must appear in the caption with the complete credit line. Additionally, the Hermitage may require that the image be shown in its entirety elsewhere.
- 7. If applicable Proofs (prepress/or off press) must be submitted to the Curator of Collections before publication for comparison with the original and for approval and/or corrections.
- 8. ONE (1) GRATIS COPY OF THE PUBLICATION in which Museum Property appears, is used, or is referred to MUST BE SENT UPON PUBLICATION to the EXECUTIVE DIRECTOR (unless otherwise noted on the "special conditions" section of the front page of this Agreement).
- 9. The Hermitage gives no exclusive rights to any publisher, author or producer and makes no warranties or representation and assumes no responsibility whatsoever for any claims against applicant or the Hermitage, by an artist or author, his/her agent, estate or any other party in connection with the use of Hermitage property. Additionally, the applicant agrees to indemnify the Hermitage and hold it harmless against any and all such claims. This indemnification includes copyrights infringement claims and royalty or fee demands and/or actions, including the cost thereof, arising as result of applicant's use of Museum Property.
- 10. Any unauthorized use of Museum Property by any person or entity and for any reason will render applicant responsible and liable to the Hermitage for appropriate compensation and other costs. Applicant's responsibilities under this Agreement will arise whether or not applicant has profited or is responsible for such unauthorized use.
- 11. The Hermitage reserves the right, at its sole discretion, to refuse permission for additional requests from any applicant if in the opinion of the Hermitage, acceptable standards of use of Museum Property are not honored, if adherence to the terms of previous agreements between the Hermitage and applicant are not demonstrated, or for any other reason. This Agreement grants no right to applicant for future access to or use of Museum Property.

The Hermitage Museum & Gardens Photography Request Agreement

This agreement for use of photographed material related to The Hermitage Museum Property is subject to the conditions listed on this form. I have read and understand these conditions and agree to the terms therein.	
APPLICANT'S SIGNATURE:	DATE:
PREPARED BY:	DATE:
SPECIAL CONDITIONS:	
PLEASE COMPLETE AND RETURN WITH PAYMENT & REQU THE HERMITA PLEASE RETAIN COPY	GE MUSEUM.
ATTN: Executive Director The Hermitage Museum & Gardens 7637 NORTH SHORE RD. NORFOLK, VA 23505-1730 757.423.2052 x. 206	
Approval (to be completed by Museum staff):	
Name:	Date:
Tale	