

AGREEMENT FOR INTERNET USE OF PRINTS AND PHOTOGRAPHS FROM THE MOUNT SAINT MARY COLLEGE ARCHIVES

Describe fully in the space below the intended use of the referenced image(s) and include the URL:

CONDITIONS OF USE

The Applicant Agrees:

- (1) To use the image only once and only for the purpose stated above. Any later or different use, including reproduction by photographic or electronic means constitutes reuse and is prohibited. Subsequent requests for permission to reuse an image must be made in writing. A reuse fee may apply.
- (2) To destroy all digital copies of images except for the single copy mounted on the web server. Not to place printed or digital images supplied by the Mount Saint Mary College Archives in another institution, repository, or collection, public or private.
- (3) Not to digitize images at a resolution higher than 75 dots per inch, or distribute images on CD-ROM or video disk without written authorization from the Mount Saint Mary College Archives.
- (4) To give proper credit for the image(s).

Option 1: A credit reading: **Curtin Memorial Library, Archives, Mount Saint Mary College** should be embedded within or attached to each image used. Placement of embedded credits should be at the bottom of the image on the left or right in small but legible type. Attached credits may appear below, or beside images. Embedded or attached credits are not required for images used in streaming video.

Option 2: If the web document contains a section appropriate for credits, sources, and acknowledgments, a full citation reading **Curtin Memorial Library, Archives, Mount Saint Mary College** should appear in this place in addition to the use of embedded or attached credits. If this option is followed the embedded or attached credit may simply read **Mount Saint Mary College Archives**.

(5) To assume all responsibility for questions of copyright and invasion of privacy that may arise in the copying and in the use of the image(s), and to assume responsibility for obtaining all necessary permissions pertaining to use.

(6) To defend and indemnify and save and hold harmless **Mount Saint Mary College**, the **Curtin Memorial Library** and its **Archives**, its employees or designates, and the donors and former owners of the **Mount Saint Mary College Archives** collections, from any and all costs, expense, damage and liability arising because of any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of images to the undersigned applicant and their use in any manner, including inspection, publication, reproduction, duplication or printing by anyone for any purpose whatsoever.

(7) That the **Mount Saint Mary College Archives** in no way surrenders its own right to publish or otherwise use images, or to grant permission for others to do so. That the **Mount Saint Mary College Archives** reserves the right to make exceptions or additions to the conditions stated herein.

The applicant hereby agrees with and accepts the above-stated conditions.

Applicant's Signature: _____

Applicant's Printed Name: _____

Address: _____

Telephone Number: _____

Date: _____

AUTHORIZATION FOR USE

(To be completed by the **Mount Saint Mary College Archives**)

To the extent that it has legal authority to do so, Mount Saint Mary College hereby gives its consent for the release of the image(s) referenced to the applicant under the conditions and for the purpose described herein. This consent does not specifically imply that the **Mount Saint Mary College Archives** owns the copyright to the image(s) or that the applicant should not secure other authorizations prior to use.

For the **Mount Saint Mary College Archives**: _____

Date: _____