

AGREEMENT FOR THE 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) such as publication, video, exhibition, or personal research. If for publication, list the author, title, publisher, and date.

CONDITIONS OF USE

The Applicant Agrees:

(1) To use the image(s) only for the purpose or project stated above. Later and different use constitutes reuse and is prohibited. Subsequent requests for permission to reuse images must be made in writing. A reuse fee may apply.

(2) To give proper credit for the image(s). Unless otherwise stated on the photographic copy, the credit line should read: **Curtin Memorial Library, Archives, and Mount Saint Mary College**. When the name of the photographer or collection is supplied, this should also be included in the credit. The placement of credit should be as follows:

- **Printed Material:** Preferably the credit line should appear on the same page as the printed copy of the image and immediately adjacent to it. The credit may appear elsewhere in the publication if done in such a way that readers can quickly match individual images with their respective credit.
- **Films, Filmstrips, Video, or Electronic Media:** The credit line should appear on the film, filmstrip, video, or electronic media where other sources are listed. If manuals accompany films or filmstrips, the credit should appear where the subject of the illustration is discussed in the text.
- **Public Exhibitions:** The credit should appear within the exhibit area.

(3) 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.

(4) To defend and indemnify and hold harmless **Mount Saint Mary College**, its **Archives**, its employees or designates, and the donors and former owners of **Mount Saint Mary 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.

(5) To supply the **Mount Saint Mary College Archives** with one complimentary copy of any printed or published work (except films, filmstrips, or video) in which one or more images appear.

(6) Not to permit others to reproduce the image(s); to destroy any digitized copies of images following their use.

(7) Not to place the image(s) in another institution, repository, or collection—public or private.

(8) Not to place images on the Internet (video excepted).

(9) To return to the **Mount Saint Mary College Archives** the supplied copies of any images if they are designated by the Archives for return.

(10) That the **Mount Saint Mary College Archives** in no way surrenders its own right to publish or otherwise use the image, 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: _____

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 Archives** 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 imply that the **Mount Saint Mary College Archives** controls 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: _____