**APPLICATION FOR PERMISSION TO PUBLISH AND/OR REPRODUCE AGREEMENT**

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| **REQUESTER INFORMATION** | |
| **Applicant Name & Title** | Click here to enter text. |
| **Institution or Affiliation** | Click here to enter text. |
|  | Commercial  Non-Profit (Provide EIN) EIN: Click here to enter text. |
| **Address** | Click here to enter text. |
| **Email** | Click here to enter text. |
| **Phone Number** | Click here to enter text. |

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| **MATERIALS TO BE USED (please use a new form for each item)** | | | |
| **Photo/Object ID #** | **Author/Creator** | **Title of Image/Object** | **Description** |
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| **INTENDED USE** | |
| **Title of Work** | Click here to enter text. |
| **Author/Producer** | Click here to enter text. |
| **Publisher** | Click here to enter text. |
| **Publication Date** | Click here to enter a date. |
| **Estimated Run/Distribution** | Click here to enter text. |
| **Description of Use** | Click here to enter text. |
| **Production/Publication Rights** | North American Worldwide |
| **Application Type** | New Permission Renewal of Permission |
| **Languages** | English Other (list): Click here to enter text. |

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| **TYPE OF USE** | |
| **Industry** | Museum Library Government Corporate Small Private |
| **Publication Type** | Book Cover Book Interior E-Book  Magazine  Newspaper  Online  PowerPoint |
| **Audio-Visual Production** | Motion Picture TV Radio Audio-book  CD  DVD |
| **Advertising** | Poster cards  Poster  Calendar Billboard  Other (specify): Click here to enter text. |
| **Campaign** | Local Regional National  Social Media  Other (specify): Click here to enter text. |
| **Exhibition** | Museum  Government Agency  Library  Corporate  Other (specify): Click here to enter text. |
| **Distribution Medium** | Paper  Digital Online (site address): Click here to enter text. |

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| **SPECIFICATIONS** | |
| **File Type** | JPEG TIFF (permission required) Other (specify) Click here to enter text. |
| **Image Type** | Color (24-bit) Grayscale (8-bit) Black & White (1-bit) |
| **DPI** | 72 200  300  600  800  Custom (requires approval) Provide details: Click here to enter text. |

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| **FEES** | |
| ***Please select the Appropriate box or boxes associated with your request. All Fees are per item requested.*** | |
| **RESEARCH & PERSONAL USE DIGITAL SCAN:**  ($12 per image) | Click here to enter text. |
| **RE-PUBLISH ARTICLES:** $20 (per article plus Scanning Fee) | Click here to enter text. |
| **BOOKS & E-BOOKS (NORTH AMERICAN):**  ***Non-Profit:***  B&W ($35)  B&W Cover ($55) Color ($55) Color Cover ($75)  ***Commercial:***  B&W ($70)  B&W Cover ($175) Color ($150) Color Cover ($250) | Click here to enter text. |
| **BOOKS & E-BOOKS (WORLD WIDE):**  ***Non-Profit:***  B&W ($45)  B&W Cover ($75) Color ($75) Color Cover ($125)  ***Commercial:***  B&W ($100)  B&W Cover ($225) Color ($250) Color Cover ($300) | Click here to enter text. |
| **MAGAZINES & JOURNALS (UNDER 25,000):**  ***Non-Profit:***  ¼ page ($20)  ½ page ($30) Full Page ($40) Cover ($60)  ***Commercial:***  ¼ page ($60)  ½ page ($80) Full Page ($125) Cover ($175) | Click here to enter text. |
| **MAGAZINES & JOURNALS (25,000-50,000):**  ***Non-profit:***  ¼ page ($20)  ½ page ($30) Full Page ($40) Cover ($60)  ***Commercial:***  ¼ page ($90)  ½ page ($125) Full Page ($150) Cover ($210) | Click here to enter text. |
| **MAGAZINES & JOURNALS (50,000+):**  ***Non-Profit:***   ¼ page ($20)  ½ page ($30) Full Page ($40) Cover ($60)  ***Commercial:***  ¼ page ($125)  ½ page ($150) Full Page ($175) Cover ($250) | Click here to enter text. |
| **EXHIBITION & DISPLAY:**  ***Non-Profit:*** Museums ($30) Other ($45)  ***Commercial:*** Office & Other ($100) | Click here to enter text. |
| **ADVERTISING CAMPAIGNS:**  ***Non-Profit:*** Local ($45) Regional ($65) National ($125) Social Media ($125)  ***Commercial:***  Local ($150) Regional ($175) National ($250) Social Media ($250) | Click here to enter text. |
| **ADVERTISING PIECES:**  ***Non-Profit:***  Postcards ($50)  Posters (24”x36”) ($60) Calendars ($55) Other ($55)  ***Commercial*** (per 1000): Postcards ($125)  Posters (24”x36”) ($250) Calendars ($150) Other ($150) | Click here to enter text. |
| **MEDIA:**  ***Non-Profit:*** CD-ROM ($50) Motion Picture ($50) Online ($50)  ***Commercial:*** CD-ROM (per 1000) ($100) Motion Picture ($200) Online ($100) | Click here to enter text. |
| **PRINTS:** *(Contact Us: fee will include printing costs and shipping)*  ***Non-Profit:***  up to 8”x10” ($20) Over (8”x10 and up to 24”x36”) ($40)  ***Commercial:*** up to 8”x10” ($100) Over (8”x10 and up to 24”x36”) ($200) | Click here to enter text. |
| **3RD PARTY ONSITE SCANNING AT MNA:**  ($100) | Click here to enter text. |
| **CD/DVD (INCLUDE SHIPPING):**  ($50) | Click here to enter text. |
| **EXPEDITED DELIVERY (LESS THAN 30 DAYS):**  ($300) | Click here to enter text. |
| **TOTAL** | Click here to enter text. |

**CREDIT LINES**

* Credit lines must include “Museum of Northern Arizona” and identification number of the item.
* In some cases, collections and/or photographer **MUST BE** credited.
* ***Example:*** Pottery from the NE Navaho Mountain, 1961. Photographer P.V. Long. Glen Canyon Project, (GCP65.10). Courtesy Museum of Northern Arizona.

**EXPECTATIONS & DELIVERY**

* The Applicant agrees to send the MNA Archives one copy of the work listed herein at no charge. All expenses for shipping and handling are to be borne by the Applicant.
* Prepayment of any fees is required before permission is granted. Default in payment shall immediately revoke permission.
* File delivery will be via a file-sharing service (dropbox.com, wetransfer.com) selected by the MNA.
* Scanning resolutions will depend on intended use as outlined in this Agreement and are set by the MNA Collections Management Policy.
* Digital files must be destroyed once the final product has been produced.

**TERMS & CONDITIONS**

1. MNA charges a use fee based on its physical materials in its collections. This fee represents no claim to hold copyright in any of the materials in question, although MNA may hold copyright to some materials. Payment of the USE FEE does not constitute, and should not be viewed as, permission by a copyright holder to reproduce works that are copyrighted. Applicants must determine on their own if the use they intend to make of the images or objects invades copyright, rights to privacy, or other rights (See ADDITIONAL INFORMATION). MNA does not surrender its own rights, title, ownership, or the right to publish, nor does MNA permit other entities to grant said rights.
2. MNA grants permission for one-time, non-transferable, non-exclusive use with either North American or World rights only for the purposes applied for in this agreement. If deemed necessary, legal action may be pursued for violations of the terms of this agreement.
3. MNA reserves the right to refuse reproduction of its holdings if fulfillment of that order would violate copyright law, other law, or contractual agreements with donors or Native American tribes.
4. MNA reserves the right to limit reproduction of materials if the Archivist or Collections Manager believes the process might damage the original.
5. Copy photographs, image files or other reproductions supplied by MNA may not be used for any purpose other than specified in this application. Copies shall not be deposited in another library, archive, or repository. If photography, files, or other reproductions are copied, scanned, exhibited, resold, or used for any other purpose, the applicant may be subject to legal action.
6. Any subsequent use (including subsequent editions in any format, promotional, packaging, or advertising use, etc.) constitutes reuse and must be applied for in writing to MNA.
7. Any changes in use from the states purpose on the agreement (e.g., increased size of print run, chance in market, number of foreign language editions, etc.) requires that MNA be notified and the difference in applicable use fees be paid immediately.
8. If the applicant engages in unauthorized reproduction of materials in any format (including distributing digital files to any other organization or individual), MNA will require the applicant and recipient to surrender all materials containing such unauthorized reproductions. The applicant agrees that such materials shall be immediately surrendered upon receipt of request from MNA.
9. Reproductions of any type may not be altered or manipulated by any means without written approval from the Archivist or Collections Manager.
10. The Applicant agrees to hold the MNA and its agents harmless against all claims arising or resulting from the use of the material and shall indemnify the MNA and its agents from all costs and damages arising from any use authorized or unauthorized.
11. MNA reserves the right to examine proofs and captions for accuracy and sensitivity before publication and to require revisions if necessary.
12. MNA reserves the right to adjust and/or waive fees based on information provided by the Applicant.

**ADDITIONAL INFORMATION**

Beyond the permission of MNA, additional permission may be required. It is the responsibility of the Applicant to obtain other relevant permissions needed for publication from pertinent institutions, creators, authors, or his/her transferees, heirs, legatees, or literary executors. Written permission must be secured by the Applicant and provided to MNA for use of materials by living artists or material subject to the 1976 Copyright Law and the 1991 Visual Artists Rights Act. MNA will provide, by its criteria, reasonable aid to the Applicant but does not warranty the accuracy of any information provided, and shall not be responsible for any inaccurate information.

Copyright owners may charge fees in addition to those charged by MNA. In instances where the copyright holder cannot be contacted, MNA may, at its discretion, consider granting permission for reproduction based on the applicant’s evidence of a good faith effort to contact the copyright holder. However, MNA assumes no responsibility for infraction of copyright laws, invasion of privacy, or any other improper or illegal use that may arise from reproduction and any image.

Those permissions may include, but are not limited to:

* **Copyright:** the copyright law of the United States (Title 17, U.S. Code) governs the making of photocopies or other reproductions of copyrighted material. 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.
* **Privacy:** An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR Section 46 (Protection of Human Subjects). MNA reserves the right to require a release from individuals whose privacy may be violated by the reproduction of an image.
* **Privacy:** MNA extends the rights of privacy to include ceremonial objects and rites of Native Americans and requires the permission of the tribe’s cultural office before releasing reproductions.
* **Owner of Original:** In instances where the repository holds only a reproduction, the written permission of the owner, or the owner’s heirs, is required.

**SINGATURE**

By signing this agreement, I agree that I have read and agree to all of the conditions, terms, and provisions, in this agreement. I further agree to remit all fees in accordance with the Use Fees. I understand that failure to comply may result in the denial of future requests, or legal action.

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| **Applicant Signature:** Click here to enter text. | **Date:** Click here to enter a date. |

When signed by an authorized agent of the Museum of Northern Arizona, this form constitutes permission for reproduction as outlined in this agreement.

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| **MNA Representative:** Click here to enter text. | **Date:** Click here to enter a date. |

**ATTACHMENTS**

MNA recognizes the unique needs of users, please note and then attach any additional forms or comments necessary to fulfill this request. Include requests for waivers in this area.

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| Click here to enter text. |