



PERMISSION TO PUBLISH AND/OR REPRODUCE AGREEMENT

INSTRUCTIONS

- Use this form to request permission to publish photographs, documents, scans, etc.
- Complete all required and applicable fields.
- Mark the appropriate check boxes (more than one may be selected per section).
- Save document using the requester’s last name, one word project name, year (ex. Smith_Project_2017).
- Email the form to the Archivist (mlawton@musnaz.org).

Date of Request:	Requested Delivery Date:
Rights and Reproduction No. (MNA use only):	

REQUESTER INFORMATION	
NAME	
TITLE	
INSTITUTION (if applicable)	
ADDRESS	
EMAIL	
PHONE NUMBER	

INTENDED USE	
TITLE OF WORK	
AUTHOR/PRODUCER	
PUBLISHER	
PUBLICATION DATE	
ESTIMATED RUN/DISTRIBUTION	
DESCRIPTION OF USE	
PRODUCTION/PUBLICATION RIGHTS	<input type="checkbox"/> North American <input type="checkbox"/> Worldwide
APPLICATION TYPE	<input type="checkbox"/> New Permission <input type="checkbox"/> Renewal of Permission (year, if known):
LANGUAGES	<input type="checkbox"/> English <input type="checkbox"/> Other (list):

MATERIALS TO BE PUBLISHED	
PHOTO/OBJECT ID #	DESCRIPTION (AUTHOR/CREATOR, TITLE OF IMAGE/OBJECT)

TYPE OF USE	
INDUSTRY	<input type="checkbox"/> Museum <input type="checkbox"/> Library <input type="checkbox"/> Government <input type="checkbox"/> Academic <input type="checkbox"/> Commercial <input type="checkbox"/> Non-Profit
PUBLICATION TYPE	<input type="checkbox"/> Book Cover <input type="checkbox"/> Book Interior <input type="checkbox"/> E-Book <input type="checkbox"/> Magazine <input type="checkbox"/> Newspaper <input type="checkbox"/> Online <input type="checkbox"/> PowerPoint or Presentation <input type="checkbox"/> Other (specify):
AUDIO/VISUAL PRODUCTION	<input type="checkbox"/> Motion Picture <input type="checkbox"/> TV <input type="checkbox"/> Radio <input type="checkbox"/> Audio-book <input type="checkbox"/> CD <input type="checkbox"/> DVD
ADVERTISING	<input type="checkbox"/> Poster cards <input type="checkbox"/> Poster <input type="checkbox"/> Calendar <input type="checkbox"/> Billboard <input type="checkbox"/> Other (specify):
CAMPAIGN	<input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> National <input type="checkbox"/> Social Media <input type="checkbox"/> Other (specify):
EXHIBITION	<input type="checkbox"/> Museum <input type="checkbox"/> Government Agency <input type="checkbox"/> Library <input type="checkbox"/> Corporate <input type="checkbox"/> Academic <input type="checkbox"/> Other (specify):
DISTRIBUTION MEDIUM	<input type="checkbox"/> Paper <input type="checkbox"/> Digital <input type="checkbox"/> Other: <input type="checkbox"/> Online (URL):
DERIVATIVE WORK	Please specify:

IMAGE SPECIFICATIONS	
FILE TYPE	<input type="checkbox"/> JPEG <input type="checkbox"/> TIFF (permission required) <input type="checkbox"/> No scan required (renew or have image) <input type="checkbox"/> Original Photography <input type="checkbox"/> Other (specify):
IMAGE TYPE	<input type="checkbox"/> Color (24-bit) <input type="checkbox"/> Grayscale (8-bit) <input type="checkbox"/> Black & White (1-bit)
PPI	<input type="checkbox"/> 300 <input type="checkbox"/> 600 <input type="checkbox"/> 800 <input type="checkbox"/> Custom (requires approval), provide details:

FEES		
<i>Please select the appropriate box or boxes associated with your request. Unless noted, all fees are per item requested.</i>	Number of Images	Fee Totals
RESEARCH & PERSONAL USE DIGITAL SCAN: <input type="checkbox"/> Up to 17 x 12 in. (\$20) <input type="checkbox"/> Over 17 x 12 in. (\$100 min.)		
INDUSTRY USE RATE: <input type="checkbox"/> Commercial <input type="checkbox"/> Non-Profit, provide EIN:		
RE-PUBLISH ARTICLES: <input type="checkbox"/> \$30 (per article plus Scanning Fee, if applicable) all platforms		
THESES & DISSERTATIONS: <input type="checkbox"/> Up to 5 images (\$20) <input type="checkbox"/> 6-10 images (\$40) <input type="checkbox"/> 11-15 images (\$60)		
BOOKS & E-BOOKS (NORTH AMERICAN): <i>Non-Profit:</i> <input type="checkbox"/> B&W (\$35) <input type="checkbox"/> B&W Cover (\$55) <input type="checkbox"/> Color (\$55) <input type="checkbox"/> Color Cover (\$75) <i>Commercial:</i> <input type="checkbox"/> B&W (\$70) <input type="checkbox"/> B&W Cover (\$175) <input type="checkbox"/> Color (\$150) <input type="checkbox"/> Color Cover (\$250)		
BOOKS & E-BOOKS (WORLD WIDE): <i>Non-Profit:</i> <input type="checkbox"/> B&W (\$45) <input type="checkbox"/> B&W Cover (\$75) <input type="checkbox"/> Color (\$75) <input type="checkbox"/> Color Cover (\$125) <i>Commercial:</i> <input type="checkbox"/> B&W (\$100) <input type="checkbox"/> B&W Cover (\$225) <input type="checkbox"/> Color (\$250) <input type="checkbox"/> Color Cover (\$300)		
MAGAZINES & JOURNALS (UNDER 25,000): <i>Non-Profit:</i> <input type="checkbox"/> ¼ page (\$20) <input type="checkbox"/> ½ page (\$30) <input type="checkbox"/> Full Page (\$40) <input type="checkbox"/> Cover (\$60) <i>Commercial:</i> <input type="checkbox"/> ¼ page (\$60) <input type="checkbox"/> ½ page (\$80) <input type="checkbox"/> Full Page (\$125) <input type="checkbox"/> Cover (\$175)		
MAGAZINES & JOURNALS (25,000-50,000): <i>Non-profit:</i> <input type="checkbox"/> ¼ page (\$20) <input type="checkbox"/> ½ page (\$30) <input type="checkbox"/> Full Page (\$40) <input type="checkbox"/> Cover (\$60) <i>Commercial:</i> <input type="checkbox"/> ¼ page (\$90) <input type="checkbox"/> ½ page (\$125) <input type="checkbox"/> Full Page (\$150) <input type="checkbox"/> Cover (\$210)		
MAGAZINES & JOURNALS (50,000+): <i>Non-Profit:</i> <input type="checkbox"/> ¼ page (\$20) <input type="checkbox"/> ½ page (\$30) <input type="checkbox"/> Full Page (\$40) <input type="checkbox"/> Cover (\$60) <i>Commercial:</i> <input type="checkbox"/> ¼ page (\$125) <input type="checkbox"/> ½ page (\$150) <input type="checkbox"/> Full Page (\$175) <input type="checkbox"/> Cover (\$250)		
EXHIBITION & DISPLAY: <i>Non-Profit:</i> <input type="checkbox"/> Museums, Libraries, etc. (\$45) <i>Commercial:</i> <input type="checkbox"/> Office & Other (\$100)		
ADVERTISING CAMPAIGNS: <i>Non-Profit:</i> <input type="checkbox"/> Local (\$45) <input type="checkbox"/> Regional (\$65) <input type="checkbox"/> National (\$125) <input type="checkbox"/> Social Media (\$125) <i>Commercial:</i> <input type="checkbox"/> Local (\$150) <input type="checkbox"/> Regional (\$175) <input type="checkbox"/> National (\$250) <input type="checkbox"/> Social Media (\$250)		
ADVERTISING PIECES: <i>Non-Profit:</i> <input type="checkbox"/> Postcards (\$50) <input type="checkbox"/> Posters (24"x36") (\$60) <input type="checkbox"/> Calendars (\$55) <input type="checkbox"/> Other (\$55) <i>Commercial (per 1000):</i> <input type="checkbox"/> Postcards (\$125) <input type="checkbox"/> Posters (24"x36") (\$250) <input type="checkbox"/> Calendars (\$150) <input type="checkbox"/> Other (\$150)		
MEDIA: <i>Non-Profit:</i> <input type="checkbox"/> CD-ROM (\$50) <input type="checkbox"/> Motion Picture (\$50) <input type="checkbox"/> Online (\$50) <i>Commercial:</i> <input type="checkbox"/> CD-ROM (per 1000) (\$100) <input type="checkbox"/> Motion Picture (\$200) <input type="checkbox"/> Online (\$100)		
DERIVATIVE WORK (paintings, art, media, sculpture, etc.) <input type="checkbox"/> \$75 (Commercial resale prints and/or products are subject to applicable permissions and fees)		
PRINTS: Contact for pricing (\$100 min.)		
ONSITE SCANNING AT MNA: <input type="checkbox"/> (\$300 up to 20 images)		
CD/DVD: <input type="checkbox"/> (\$100)		
EXPEDITED DELIVERY (LESS THAN 30 DAYS): <input type="checkbox"/> (\$300)		
TOTAL		

CREDIT LINES

- Credit lines must include a variant of “Museum of Northern Arizona” or “MNA” 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.
- **Example:** Courtesy MNA, Image ID: GCP65.10.

EXPECTATIONS & DELIVERY

- 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 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.
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. Derivative artwork, sculptures, etc. may be displayed and advertised without notice to MNA or charge of applicable fees.
11. Prints, commercial resale, publication, and production of derivative works are subject to applicable fees. Creators will request permission and pay applicable fees for the production and sale of prints or products created and sold resulting from the use of original images supplied by MNA.
12. 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.
13. MNA reserves the right to examine proofs and captions for accuracy and sensitivity before publication and to require revisions if necessary.
14. 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.

AFFIRMATION

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.

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

Applicant:	Signature:	Date:
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MNA Representative:	Signature:	Date:
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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.