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Requests for reproductions of objects from the Museum's collections may be made for scholarly, non-commercial purposes, or for sale or commercial purposes. Reproduction rights in any medium must be obtained in writing from the Museum prior to reproduction.

Reproduction Policies

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Reproduction for scholarly, non-commercial purposes requires approval of the Museum Assistant Secretary or his designee. Reproduction for sale or commercial purposes requires the approval of the Museum Assistant Secretary or his designee, or the Board of Directors.

Fees will be charged for reproduction rights for any collection object to which the Museum has title, unless waived by the Museum Assistant Secretary or by the Board of Directors. Establishment of fees will be in accordance with the published schedule but may be adjusted on a case-by-case basis.

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The reproduction may be used only once and only for the purpose for which permission was granted. Single use is defined as a publication or product having a single physical format, a single date of production, and a single market. Any change in content constitutes a separate edition. Any subsequent or different use, including subsequent editions, editions in a different physical format, or editions in a different language constitutes a re-use and a new application must be made in writing. Fees will also be charged for re-use.

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Each object must be reproduced unaltered and in its entirety, unless approved in advance and in writing by the Museum. The reproduction must be full-tone black-and-white or full color and must not be cropped, bled off the page, printed on color stock or with colored ink, nor have anything superimposed on the image. When a detail is used, the word "detail" must appear in the caption with the complete credit line. If so requested on this form, a proof must be approved by the Louisiana State Museum before reproduction of an image in color.

The publisher must provide the Museum with one complete, gratis copy of the publication in which the image is reproduced, and notify the Museum of any public screening, initial broadcast, or publication dates.

Purchasing reproductions for study or research purposes does not imply the right to publish or reproduce.

Copyright and Title

The Louisiana State Museum will endeavor to only grant permission to reproduce objects which are in the public domain, or for which the Museum is the owner of copyright or trademark, or

has a non-exclusive agreement with the owner allowing it to grant permission. If a request is made for an object that falls outside of these parameters, the Museum will not approve reproduction requests unless written permission is provided by the copyright or trademark owner. The responsibility for ascertaining whether such rights exist and for obtaining all other necessary permission remains with the applicant. Museum staff cannot serve as an intermediary to obtain permission from a copyright holder on behalf of the applicant.

The Museum makes no warranties or representations, and assumes no responsibility whatsoever, for claims against the applicant or Museum by artists, their agents, estates, or by any parties in connection with the reproduction of objects in the Museum's collections. The applicant agrees to protect, defend, indemnify, save, and hold harmless the Louisiana State Museum against any and all such claims, including copyright infringement claims, trademark infringement claims, invasion of privacy claims, publicity claims, moral rights claims, and royalty or fee demands and/or actions, including all attorneys fees and the costs thereof, arising as a result of the applicant's reproduction of objects in the Museum's collections, or which may occur or in any way grow out of any act or omission of the applicant, its agents, servants, and employees. The applicant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false, or fraudulent. Any and all royalty payments or other requirements specified by the copyright owner of an object must be paid or honored by the applicant or his/her agent.

In authorizing the publication, the Louisiana State Museum retains all rights, and does not surrender its right to publish the image or to grant permission to others to do so.

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The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrights 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 purposes 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 user may be liable for copyright infringement. The Louisiana State Museum reserves the right to refuse to accept a copying order if, in its judgement, fulfillment of the order would involve violation of copyright law.

Rights of Privacy

An individual depicted in a reproduction has privacy rights as outlined in Title 45 CFR Section 46 (Protection of Human Subjects). The Louisiana State Museum reserves the right to require a release from individuals whose privacy may be violated by the reproduction. The Museum extends the rights of privacy to include Native American human remains and associated funerary objects, as well as ceremonial objects, and requires the permission of the tribe's cultural office before releasing reproductions.

Use of the Name of the Louisiana State Museum

The name of the Louisiana State Museum may only be used by the requestor as specified in the credit line provided by the Museum. The name of the Louisiana State Museum may not be used in any way that suggests or implies an endorsement by the Museum of

other organizations, their products, or their services. The use of the Louisiana State Museum’s name for any commercial purposes is prohibited without express written permission from the Museum’s Board of Directors.

Right of Refusal

The Museum reserves the right to refuse reproduction if in the best interest of the Museum, or to limit the number of photographic copies, restrict the use or reproduction of rare, fragile, or valuable objects, make special quotations for objects that are unusually difficult to copy, and/or charge a higher copying fee than specified, and otherwise in accordance with applicable law.

The Museum reserves the right to deny permission to reproduce an image from its collection to any applicant whose product is not acceptable to the Museum for any reason. The applicant agrees to use the materials for appropriate and legal purposes.

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All negatives and transparencies remain the property of the Museum, and must be returned to the Museum immediately upon the completion of use. If requested, the Museum will be provided free of charge with a copy of the negative, color transparency, or other item produced where originals do not exist, or a slide, 8x10 glossy black-and-white or color print where an original does exist.

Copy prints, negatives, or transparencies provided by the Museum to the requestor may not be digitized without written permission from the Museum. In the event that such permission is granted, any copyright in digital surrogates of the image created by the requestor remains with the Museum, and the requestor agrees to an unconditional transfer of copyright to the Louisiana State Museum. The Museum reserves the right to require the requestor to provide it with a copy of the digitized image on CD-ROM.

Photography

As the Museum does not have a photographer on staff, all reproductions which require original photography are made through an outside vendor.

In the event that permission is granted for the researcher to bring in an outside photographer, the Museum must be provided with a copy of each negative or transparency at no cost. The researcher must coordinate photography with the assigned Curator or the Registrar in such a way that it has minimal impact on the day-to-day operations of the collections department.

Copyright in such images must either be transferred to the Louisiana State Museum in writing, or the photographer must grant the Museum a perpetual, exclusive license to the Museum to reproduce the negatives and/or transparencies. All outside photographers must complete the Photographer Agreement (Form 19) and submit the agreement, with attachments required if the Museum will be responsible for costs, prior to the start of the photography.

Electronic Distribution of Images

Reproductions distributed electronically must contain the credit line specified by the Museum as part of the image.

When permission is granted to disseminate reproductions electronically, the Museum reserves the right to require an electronic watermark or other identifying code within the scanned file identifying the Louisiana State Museum as owner of copyright in the digitized image.

If permission is granted to distribute an electronic copy of an image, the distributed copy shall not exceed a resolution of 72dpi.

Scanned files must be destroyed once the final product has been produced.

If permission is granted for the requestor to publish a digitized image on their web site, a link must be provided to the Louisiana State Museum’s web site (<http://lsm.crt.state.la.us>).

Credit Lines

The applicant agrees to comply with all written instructions regarding credit line or the use of the name Louisiana State Museum. The caption and credit line provided by the Museum must accompany the reproduction, either in the immediate proximity of the image or in the section devoted to photographic credits. Abbreviations are not permitted. It is mandatory that the image is credited as specified.

PROOF MUST BE APPROVED: yes no

SPECIAL CONDITIONS: _____

