Reproduction Request Form and Contract

Applicant/Contracting Party

Organization or Agency (if appropriate)

Address

City, State and Zip

Phone _____________________________ Fax _____________________________

E-mail address _____________________________

Intended Use of Material

_____ Personal use, research or display prints. These materials will not be copied, scanned or reproduced.

_____ Publication or production requests

Author/Publisher/Director/Producer

Title or description of use

Projected date of publication

Format

Number of copies or size of market

Requests for usage

A copy of any production, publication, or program (“Creation”) using these reproduction(s) is required for SDASM Library & Archives’ internal archival purposes only.

Credit must read: San Diego Air & Space Museum or as specified by SDASM.
Material Requested
List catalog numbers of items requested

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Statement of Responsibility: I certify that the information on this form is correct and I accept the “Conditions of Use” stated on the reverse side of this agreement. I am authorized to enter into this agreement on behalf of the above named organization.

Signature of Applicant ____________________________________ Date __________________

CONDITIONS OF USE:

1. All requests to reproduce items from our holdings must be submitted on this application. The applicant agrees to abide by all terms, conditions, and provisions of this agreement.

Permission for reproduction is granted only when this application is countersigned by an authorized representative of the Museum’s Library & Archives (L&A). Permission for reproduction is limited to the applicant and is non-transferable. Permission for reproduction is granted only for the purpose described in this application.

2. Applicant is granted permission for non-exclusive, one-time use only of materials invoiced for the creation of the production, publication, program, or episode (“Creation”) specified in this contract, with world-wide rights in all languages, and in rerun/reprint for the life of the copyrighted Creation. This includes the right to distribute the Creation in its final form in all media, meaning print, digital, or any other medium or format. Any other use of these materials is restricted and requires additional permission authorization. This includes any portions and/or modifications of the Creation for use in any other Creation, as well as usage in any commercial, promotional, advertorial, endorsement, advertising, or merchandising purpose, unless advertising/promotional rights for the materials has been purchased. Applicant must re-apply for use of the materials in any other Creation.

All still/moving image and audio recordings provided by SDASM remains the property of SDASM. Applicant agrees to use the material only for the purpose stated herein. SDASM retains all rights it has in materials including, without limitation, its rights to publish, reproduce, or distribute these materials or to grant permission to others to do so. These materials may not be deposited in or donated to other repositories or libraries.

In the event the applicant engages in unauthorized reproduction of the materials, the applicant agrees to pay the L&A a sum of equal to three times the normal commercial use fee, not as a penalty but as liquidated damages agreed upon due to the difficulty in assessing actual damages incurred.
The L&A reserves the right to refuse reproduction of its holdings if it feels fulfillment of that order would be in violation of copyright law or other law. The L&A reserves the right to refuse reproduction of its holdings and to impose such conditions as it may deem advisable in the best interests of the Museum.

3. In addition to the permission of the San Diego Air & Space Museum, additional permission may be required. Those permissions may include, but are not limited to:

   COPYRIGHT: The San Diego Air & Space Museum does not hold the copyright to all items in its collection. If the Creation is subject to copyright, the copyright remains with the producer or publisher of the Creation or others to whom the copyright may have been assigned. The researcher is responsible for obtaining permission from the copyright holder before publishing any of this material.

   PRIVACY: An individual depicted in a reproduction has privacy rights as outlined in "Protection of Human Subjects," Title 45 Code of Federal Regulations, Pt. 46. The L&A reserves the right to require a release from individuals whose privacy may be violated by the publication of an image.

   It is the responsibility of the applicant to obtain permission to publish reproductions from the owner of copyright (the institution, the creator of the record, the author, or his/her transferees, heirs, legatees, or literary executors). The L&A will aid the applicant in contacting individuals pertaining to permissions by providing addresses, when available. However, the L&A does not warranty the accuracy of that information, and shall not be responsible for any inaccurate information.

   The applicant agrees to hold the San Diego Air & Space Museum and its agents harmless against any and all claims arising or resulting from the use of this image, film, or audio recording and shall indemnify the Museum and its agents for any and all costs and damages arising or resulting from any such unauthorized use.

   4. All reproductions must include the credit line "Courtesy of the San Diego Air & Space Museum," or as specified by SDASM. Credits should appear in close proximity to the image or in a special section devoted to credits. However, reproductions distributed electronically must contain the credit or caption as part of the image. When permission is granted to disseminate reproductions electronically, the L&A reserves the right to require an electronic watermark or other identifying code within the scanned file.

   5. Images may be cropped to suit design and layout, but they may not be altered or drawn upon or manipulated in any way so that they look different from the way they appear in the historical collection. If permission is granted to distribute an electronic copy of an image, the distributed copy shall not exceed a display or print resolution of greater than VGA screen resolution (72 dots per inch or 640x480 pixels).

   6. The applicant agrees to pay the reproduction and/or usage fees assigned. See Reproduction & Usage Fee Schedule. The L&A charges a fee to cover research, reproduction, staff time, and other costs. The fees are comparable to the fees charged by other nonprofit cultural institutions. Revenue generated from the purchase and use of the reproductions assists in the preservation of the collections. No refunds will be granted for services rendered.

   WARNING CONCERNING COPYRIGHT RESTRICTIONS

   The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted materials. 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.
7. The applicant agrees to send one copy of the Creation containing the reproduction at no charge to the Museum’s L&A. All expenses for shipping and handling are to be borne by the applicant. If the final product is a posting on an electric site accessible by the public, the URL shall be provided.

ENDORSEMENTS:

By signing this application, I accept personally and on behalf of any organization I represent, the conditions set forth above.

Signed ___________________________  Dated ___________________________

Title ________________________________

When signed by an authorized agent of the San Diego Air & Space Museum, this form constitutes permission for reproduction as outlined in this application.

Signed ___________________________  Dated ___________________________

Title ________________________________