

Rochester Museum & Science Center (RMSC) Image Access and Use Procedures

I. Purpose of these procedures

- A. To make reproductions of images available to the general public, researchers, educational institutions and commercial businesses in a manner that is consistent with the RMSC and Collections Department mission.
- B. To physically protect the images, archives, and objects held in the RMSC collections.
- C. To protect the RMSC's copyright and intellectual property rights to the images.
- D. To protect the privacy rights and concerns of persons affiliated with the images.
- E. To set a fee schedule that will establish fair and equitable use fees as well as offset the cost of image reproduction service and RMSC staff time.

II. General Conditions

- A. Access to the images, archives and objects of the RMSC collections for the purpose of photographic film, video or digital image production will be subject to written request (see "Image Request Form")
- B. Permission for non-commercial use of images of photographs and archives is granted by the Archivist. Permission for non-commercial use of images of natural sciences collections is granted by the Curator. Permissions for all other image use is granted by the RMSC Collections and Records Access Committee.
- C. RMSC reserves the right to decline access and/or use at their discretion.
- D. Copyright and rights of reproduction for all photographic or digital images of the RMSC's collections will be retained by the RMSC. Publication, distribution or reproduction of such images is allowed with written permission of the RMSC.
- E. The credit line specified in the Terms of Use Agreement must appear wherever the image is used (publication, exhibition, video or electronic media).
- F. The image cannot be altered, overprinted or have any other "special effects" or manipulation without the written permission of the RMSC. Sizing of images for design purposes is the only permissible alteration.
- G. Permission for derivative use must be obtained in writing from the RMSC.
- H. The RMSC reserves the right to examine proofs and provide comments on those proofs before final approval is given for publication.
- I. The RMSC shall receive, at no charge, two copies of the publication or product.
- J. Certain collections and photos of those collections may be protected by copyright, trademark or related interests not owned by the RMSC. Responsibility

for ascertaining whether any such rights exist, and for obtaining all other necessary permissions, remain with the applicant.

- K. Images shall not be used to show or imply that the RMSC endorses any commercial product or enterprise, concurs with the opinions expressed therein, or confirms the accuracy of any associated text other than the image caption.
- L. The RMSC reserves the right to refuse permission for further applications from any applicant if, in the opinion of the Archivist, Curator, or CRAC, adherence to the terms of previous contracts has not been met.
- M. Each permission is for one time use and does not include world-wide rights.

III. Image Use Requests—Requesting permission to photograph or obtain a reproduction of an image, archive or object in the RMSC collections.

- A. Image use requests must be approved by the appropriate collection curator or the CRAC committee (see Imaging Policy B above).
- B. Written requests (see "Image Request Form") to conduct photography or have the RMSC staff provide images, and to use those images, must be received by the Registrar's Office at least 3 weeks prior to the date the images are required.
- C. Whenever possible existing images will be used. If new photography is required it will be carried out by the applicant whenever possible.
- D. Original photography and/or reproduction imaging conducted by the RMSC staff will be in digital format except under specific circumstances and is subject to a fee (see "Image Use Fee Schedule").
- E. Upon receipt of a signed Terms of Use Agreement and full payment, image production orders require a 3 week processing time. All expedited orders are subject to an additional surcharge as specified in the "Image Use Fee Schedule."
- F. The RMSC will stamp all print images "Rochester Museum & Science Center" and all digital images with a digital watermark and retain all ownership and copyright.
- G. All borrowed prints, slides or transparencies must be returned to the RMSC promptly according to the time line outlined in the Terms of Use Agreement. In case of loss, damage, or failure to return, the applicant must pay the full replacement cost (see "Image Use Fee Schedule").

IV. Non-RMSC Photography or Video—Photography not carried-out by an RMSC staff member.

- A. After an image request (see "Image Request" form) has been approved by the appropriate curator or CRAC committee, photographers must coordinate a mutually agreeable schedule with an RMSC staff member. Photographers must be accompanied by a staff member at all times.
- B. If images are to be published in any format, photographers must sign a Terms of Use Agreement at the time of their visit to the RMSC.

- C. Written permission for research or private use will be granted with the Image Request Form.
- D. Photographers must provide copies of their photos to the Registrars' Office and agree to release to the RMSC all copyrights for the photos.

V. Electronic and Web Publishing

- A. Images may not be distributed on CD-ROM, DVD, the Internet or any other digital format without written permission from the RMSC.
- B. Digital reproductions for use on the Internet will not be delivered at a resolution higher than 100 dpi and will include a digital watermark.
- C. Digital images remain the property of the RMSC and must be returned to the Museum according to the Terms of Use Agreement.
- D. An RMSC copyright notice will be required to be part of the image and the credit line specified in the Terms of Use Agreement must appear on the page in which the image is placed.
- E. Sizing of digital images is the only permissible alteration.

VI. Commercial Use

- A. All commercial use requests, with the exception of publications, must be approved by the CRAC committee.
- B. Commercial use approvals are for one time only. Any additional use, including the production of subsequent editions or printings, constitutes reuse and requires new permissions and payment of use fees.
- C. Images approved for commercial use remain the property of the RMSC. The RMSC will stamp all print images "Rochester Museum & Science Center" and all digital images with a digital watermark and retain all ownership and copyrights. Images must be returned to the Museum according to the Terms of Use Agreement.
- D. Use fees normally apply to for-profit corporations, partnerships, private business and individuals when images are used commercially in books, periodicals, films, video productions, advertising or direct sales. This includes display of photographs in public areas of commercial buildings. Commercial use fees are in addition to photographic reproduction fees.
- E. Educational Institutions and non-profit organizations may be eligible for a commercial use fee discount.
- F. Two copies of the publication or product will be delivered to the RMSC Collections Department.
- G. Sizing of images is the only permissible alteration.

VII. Research Use—non-commercial, educational, private use.

- A. Research use approvals are for one time only. Any additional use, including the production of subsequent editions or printings, constitutes reuse and requires new permissions and payment of use fees.
- B. Images approved for research use remain the property of the RMSC. The RMSC will stamp all print images "Rochester Museum & Science Center" and all digital images with a digital watermark. Images must be returned to the RMSC according to the Terms of Use Agreement.
- C. Use and photographic reproduction fees are discounted or waived for non-commercial educational use, research, or private viewing.
- D. Two copies of any forthcoming publication or product will be delivered to the RMSC Collections Department.
- E. Sizing of images is the only permissible alteration.

VIII. Personal Use

- A. Personal use approvals are for one time only. Any additional use, including the production of subsequent editions or printings, constitutes reuse and requires new permissions and payment of use fees.
- B. Images approved for personal use remain the property of the RMSC. The RMSC will stamp all print images "Rochester Museum & Science Center" and all digital images with a digital watermark.
- C. Images are approved for the personal use of an individual. Such use may be bequeathed but may not be sold. If the image is no longer desired then it must be returned to the RMSC according to the Terms of Use Agreement.
- D. Use fees are normally discounted or waived for personal use. Photographic reproduction fees will apply.
- E. Sizing of images is the only permissible alteration.

The RMSC reserves the right to make exceptions or additions to any of the terms stated herein on a case-by-case basis.