## IMAGE REPRODUCTION REQUEST FORM



**Please Note the Following:** 

- All sections of this forms must be completed, and all relevant information declared. Incomplete forms will be returned for completion.
- The form <u>must</u> be signed and dated at Section 6. Signatures must be the original signature of the applicant (not computer generated) but we will accept scanned signed copies.
- Where Permission is granted, the following credit line <u>must</u> be used: Cork Public Museum, Cork.
- The applicant agrees that this permission, if granted, is subject to the conditions attached to this form.
- CPM would appreciate a copy (hard or digital) of our published image(s) for the Museum's records.

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SECTION 2	STATUS (Please tick as appropriate)						
Non-Profit Organisation		For Profit Organisation		Private Individual		Other, Please Specify	

SECTION 3	ITEMS FOR WHICH PERMISSION FOR REPRODUCTION IS SOUGHT (Attach additional pages, if necessary)
Object No.:	Object Title/Description:
Total Number o	f Images Requested (please specify):



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SECTION 4	DETAILS OF INTENDED USE						
SECTION 4.1	Please select the colour in which the image(s) will be reproduced						
Colour			Black and White				
SECTION 4.2	Type of	Type of Intended Use (Please indicate as appropriate)					
Exhibition Catalog	gue			Study/Reference			
Magazine				Newspaper			
Textbook				Television/Film/Vi	deo		
Other (please stat	te)						
Web Image (72 d	oi only)		www.				
SECTION 4.3	Title of Work (Must be completed)						
SECTION 4.4	ECTION 4.4 Details of Author, Editor and/or Producer (Please complete as appropriate)						
Author:			Editor:		Producer:		
SECTION 4.5	Publishing Details						
Publisher's Name:							
Print Run Quantity:				Date Projected for Publication/Broadcas			
SECTION 4.6	Please select from the following how the image is intended to be used						
Jacket Cover				Inside Illustration			
Detail				DVD/CD Rom			
Other, please specify:							

SECTION 5	RIGHTS REQUIRED (please specify)			
Ireland Only			One Country,	
			One Language	
World Rights,			World Rights,	
One Language			Multiple Languages	

SECTION 6		IGNATURE This document <u>must</u> be signed and dated before returning)			
Applicant's Signat	ture:				
Print Name:			Date:		

Please return completed form to **Cork Public Museum, Fitzgerald Park, Mardyke, Cork City, T12 VOAA** or return a scanned, signed copy by email to **museum@corkcity.ie** 



#### FOR OFFICE USE ONLY

Date Received:	
Signed:	
Approved by:	
Date images despatched:	
Date images to be returned:	
Notes:	

#### GENERAL TERMS AND CONDITIONS FOR REPRODUCTION AND IMAGE SUPPLY

#### 1. Acceptance

- 1.1 The Client agrees to comply with the following Terms and Conditions.
- 1.2 The reproduction of any image implies acceptance of the terms set out below.
- 1.3 The following credit line must be used: Cork Public Museum.

#### 2. License

- 2.1 Permission to reproduce the Images is strictly limited to the specific occasion detailed on the license.
- 2.2 No rights to the Client in this agreement granted may be assigned, loaned or transferred to any third party.
- 2.3 All rights are non-exclusive.
- 2.4 Any reproduction must be a true representation of the original work.
- 2.5 Cork Public Museum, Cork reserves the right to request a colour proof of any reproduction of an Image prior to printing. Cork Public Museum can, at its discretion, withhold the right to reproduce the Image granted herein if the quality of the reproduction falls below any standard as set by Cork Public Museum.
- 2.6 The artwork must not be masked out, cut down, superimposed with type or other material or in any way defaced without prior written permission of Cork Public Museum, Cork, with the exception of coloured bars.
- 2.7 Application to reproduce a detail of work will be considered, but permission must be specifically granted in writing. If permission is granted, the picture credit must include the wording 'a detail from'.
- 2.8 Each reproduction must carry the copyright notice **<u>©</u> Cork Public Museum, Cork**.

#### 3. Copyright and Publication Right

3.1 Cork Public Museum takes no responsibility for seeking additional copyrights for images of any loaned acquisitions. As ownership of this material remains with the lender and it is the responsibility of the Client to contact the lender to get permission to re-produce and use any images. The Museum will liaise with the lender to initiate contact with the Client.

#### 4. Termination

- 5.1 These Terms and Conditions will terminate within 28 days if the client fails to perform any of its obligations under this Agreement and any further exploitation of any image created shall constitute an infringement of copyright.
- 5.2 Except for any liability which cannot by law be excluded or limited, Cork Public Museum, shall not be liable to the Client or any other third party claiming through it for indirect, incidental, special or consequential damages arising out of, or relating to the use of the Images, whether framed as a breach of warranty, in tort, contract failure of essential purpose, or otherwise.

#### 6. General

- 6.1 Nothing in these Terms and Conditions constitutes a partnership, agency relationship or joint venture between the parties.
- 6.2 The Client shall not use the name Cork Public Museum or any similar name in any manner in connection with any Image, except as expressly set out in these Terms and Conditions or as agreed with Cork Public Museum, Cork.
- 6.3 Cork Public Museum's failure to exercise or enforce any of its rights under these Terms and Conditions (or otherwise) will not be deemed to be a waiver of any such rights nor will that failure operate so as to bar the exercise or enforcement of those rights at any future time.

#### <u>7. Law</u>

7.1 The laws of Ireland and the parties to these terms shall govern these Terms and Conditions and agree to submit to the jurisdiction of the Irish courts.