

Application for Permission to use Still Photos/Photographic Reproductions

Permission requests must be submitted on this application form. No other permission or licensing forms will be accepted nor may the wording of this form be altered in any way. No licenses will be granted without signed Agreement with Respect to Rights, Regulations, and Procedures.

Name: _____ Date: _____

Affiliation: _____

Address: _____

City/State/Zip: _____

Tel: _____ Fax: _____ E-mail: _____

If you are acting on behalf of your employer or another third party, please indicate his or her name and title:

Name: _____ Title: _____

Specify the materials for which you seek license to use (Attach a separate list if necessary):

1. _____
2. _____
3. _____

Description of work in which materials will be used:

Author/creator: _____

Title or description of project: _____

Editor, producer, or sponsor: _____

Place and date of production or project: _____

Economic Classification of Project:

- For-profit (the materials will, in some way, be used as part of a commercial enterprise)*
 Not-for-profit (the materials **will not**, in any way, be used as part of a commercial enterprise)

Check the format(s) in which you intend to use the materials:

- Television Film Exhibition
 Book Journal Newspaper
 Other (specify): _____

Summarize plan for use and/or distribution: _____

Specify the usage rights you seek for these materials (see Schedule of Fees): _____

State any additional conditions that you would like to have considered in this application: _____

* E.g. paid subscriptions, entry fees, etc.

Terms of Agreement

This is a legally binding agreement between you and The Alan Mason Chesney Medical Archives (“Archives”). If your actions are on behalf of your employer or another third party, then all the terms and conditions of this agreement apply to you and your employer or other third party.

The term Content is defined as any still images or other copyrighted work licensed to you. By using this Content, you agree to be bound by this Agreement. If you do not agree to the terms of this Agreement, Content will not be made available.

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Permission to use Content from the Archives does not imply that the Archives, The Johns Hopkins University, The Johns Hopkins Health System, or any person or institution represented in the materials endorses any product, enterprise, service, or opinion; nor does the Archives confirm the accuracy of any content.

You, as the applicant, agree to send one copy of the work containing the Content to the Archives at no charge.

Permission will not be granted nor Content released until full payment and signed Agreement with Respect to Rights, Regulations, and Procedures have been received. Fees are determined in good faith according to the information you provide.

Failure to comply with any of the provisions of this agreement and of the Statement of Permissions that you will receive will result in immediate revocation of permission.

All content is owned by the Archives. All rights not specifically granted to you by this Agreement are reserved.

This Agreement constitutes the final written expression of the terms of agreement between you and the Archives relating to the subject matter contained herein and is the complete and exclusive statement of those terms. This Agreement supersedes all prior agreements with respect to such subject matter. No provision in any purchase order or purchase order confirmation, whether entered into prior to, concurrently with or after the execution and delivery of this Agreement, shall be effective to the extent that such provision is inconsistent with any provision of this Agreement.

All claims and controversies arising under this agreement shall be resolved pursuant to existing Maryland laws and the policies and procedures of The Johns Hopkins University, The Johns Hopkins Health System, Johns Hopkins Medicine, and The Alan Mason Chesney Medical Archives.

I have provided complete and accurate information on this form and accept full responsibility for upholding the terms of agreement as stated, both personally and on behalf of the organization or third party that I represent. In all instances, I agree to defend, indemnify, save, and hold harmless The Johns Hopkins University, The Johns Hopkins Health System, The Alan Mason Chesney Medical Archives and their employees and designates from any and all costs, expense, damage, and liability arising from any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of the Content listed on this form and their use in any manner, including their inspection, publication, reproduction, duplication, or printing by anyone for any purpose whatsoever.

Signature of Applicant

Date

Please type or print name

Schedule of Permission Fees per Item Used

Book, E-book <i>Subsequent editions - 50% of applicable fee</i>	Units 2,500 or fewer	Units 2,501-10,000	Units 10,001-25,000
North America - English Language	\$80.00	\$130.00	\$200.00
World Rights - One Language	\$100.00	\$170.00	\$250.00
World Rights - Multi-Language	\$120.00	\$200.00	\$300.00
Jacket/Cover	+\$50.00	+\$50.00	+\$50.00
Textbook	-	\$300.00	\$400.00
Magazine, Journal, Newspaper <i>Distribution rights include online use *</i>	Circulation 1,000-5,000	Circulation 5,001-25,000	Circulation 25,001-50,000
North America - English Language	\$100.00	\$150.00	\$200.00
World Rights - One Language	\$150.00	\$200.00	\$250.00
World Rights - Multi-Language	\$200.00	\$250.00	\$300.00
Cover	\$250.00	\$300.00	\$350.00
Website/Internet *	Website, Open Database \$75.00	Subscription Database \$100.00	
Exhibition	Temporary \$100.00	Permanent Exhibit \$200.00	Traveling Exhibit \$150.00
Presentations (Powerpoint, etc.)	One Time Use \$30.00	Multiple Uses \$50.00	
Promotional Materials (Brochures, Catalogues, Posters, etc)	2000 or fewer \$80.00	2001+ 130.00	
Motion Picture & Theatrical Productions, Radio & Television Broadcast	Per Image	Per Image, with DVD*	Per Image, with all media **
North America	\$180.00	\$280.00	\$380.00
Worldwide	\$230.00	\$330.00	\$430.00
Film Festival Run (less than 30 theatrical showings)	Per Image		
North America	\$75.00		
Worldwide	\$100.00		

* Licensed materials must be protected from download

** "all media" includes home video/DVD, internet, CD, CD-Rom, and promotional materials

Fees include one high resolution digital copy of each image to be published. In cases where licensing and permission fees are waived, digital image fees will be charged for producing a high resolution digital image of the material to be published

50% discount available for non-profit use: publishing or broadcasting and distribution at no charge to public television, schools, etc.; if DVDs, books, journals, etc. are offered for sale to the public or via subscription, commercial rates apply. Discounts available for use of multiple images in a single publication or project; ask for a precise quote.

Minimum fee is \$30 per image

Licensing and permission fees waived for students, Johns Hopkins faculty, and Johns Hopkins internal publications

Terms are generally for the lifetime of the work/edition unless otherwise stated or agreed upon

Statement of Permissions

The following is to be completed by the staff of the Alan Mason Chesney Medical Archives.

Date completed and signed form received: _____

Permission is granted to use only that Content from the Alan Mason Chesney Medical Archives that are listed in this application in accordance to the terms of the above agreement and the following conditions or exceptions.

Permission granted for the following uses and durations: _____

Total Payment _____ Date of Payment _____

Mode of Payment _____

Signature of Approval

Date

Permission is denied for the request stated in this application.

Notes: _____

Signature

Date