

College of the Holy Cross Archives & Distinctive Collections
Dinand Library, 1 College St., Worcester, MA 01610-2395

Permission to Publish Photographs Contract

1. Purchase of a photographic print does not carry with it the right to publish or to make a reproduction in any form. Researchers may not reproduce or permit others to reproduce purchased photographic copies without written permission from the College Archivist or Assistant Archivist. Photographic images for personal use do not require a contract. Any other use, such as publication or exhibition, requires specific written permission from the College Archivist or Assistant Archivist.
2. Permission is for non-exclusive, one-time use only, with no other rights. Permission is limited to the use and format as indicated by the applicant only, and excludes all other uses and formats. All subsequent use and reuse, in any form, must be applied for in writing.
3. Permission is valid only for the individual, company, or institution to whom it is specifically issued and may not be transferred, assigned, sold, or otherwise disposed of without prior written permission of the College Archivist or Assistant Archivist.
4. In authorizing the publication of a photographic copy the College does not surrender its own right to use the image, or to grant that right to others.
5. A credit line must appear directly beneath the image published or reproduced. Video and film credits must appear in the section devoted to acknowledgements. The proper citation for each image should read: "College of the Holy Cross Archives" or "College of the Holy Cross Distinctive Collections" as appropriate.
6. One complimentary copy of any publication in which images from the College of the Holy Cross Archives and Distinctive Collections appear shall be sent to the College of the Holy Cross Archives. This includes books, brochures, pamphlets, periodicals, exhibition catalogues, and other media.
7. Responsibility for observance of copyright and other publication rights, including literary rights, as defined by the Copyright Act of 1998, rests with the applicant and not with the College of the Holy Cross. The applicant shall indemnify and hold harmless the College of the Holy Cross and the contributing organizations against any and all claims by third parties.
8. College of the Holy Cross Archives & Distinctive Collections reserves the right to charge for the use of materials as it deems appropriate in any individual case.

I/We herewith agree to the conditions specified above:

Name (sign) _____ Name (print) _____ Date _____

Address: _____

Telephone: _____ Publisher _____

Format & Title _____ Image Description _____

Date of Publication _____ Author(s) _____