

DIVISIONAL AGREEMENT FOR NONCOMMERCIAL PHOTOGRAPHY AND USAGE

Peabody Museum of Natural History • Yale University

170 Whitney Avenue • P.O. Box 208118 • New Haven, CT 06520-8118 USA

(203) 432-3786 • Fax (203) 432-5872 • peabody.permissions@yale.edu • http://www.peabody.yale.edu

Complete in duplicate. One copy each to the undersigned and to the YPM Division.

Request to Photograph in the Collections

Date of Photography _____ Location _____

Description of project and materials to be photographed, including list of specimens and catalog numbers as applicable
(attach pages as needed):

Request for Usage Rights *Usage rights are separate from permission to photograph. See below.*

Materials Requested for Reproduction Text Data Image(s)

Description of project, including list of specimens and catalog numbers as applicable (attach pages as needed):

Please indicate intended usage and category. Any rights not transferred are retained by the Yale Peabody Museum.

- Usage:** Personal noncommercial use only
 Scholarly/research noncommercial use
 Other _____

- Category:** Scientific/Student Research
 Visual Arts/Media
 Noncommercial Educational

Credit (to be completed by YPM):

The following credit line must accompany all reproductions of images, text or data, including YPM catalog numbers.

- Division of _____, YPM _____. © _____ Peabody Museum of Natural History, Yale University, New Haven, Connecticut, USA. All rights reserved.
 Division of _____, YPM _____. Courtesy of the Peabody Museum of Natural History, Yale University, New Haven, Connecticut, USA.

At least one copy of the final work containing the reproduced materials must be provided to the Yale Peabody Museum.

Continued on other side.

Terms and Conditions *(complete as applicable)*

The Peabody Museum of Natural History, Yale University (“YPM”) grants permission to the undersigned to photograph, at the time and location set forth above, for the undersigned’s exclusive use only, the above named materials. Permission is granted on the condition that these photographs shall be for the sole use of the undersigned as indicated herein. Any other use beyond the usage indicated, including third-party use or publication, in any media, in whole or in part, requires the additional written permission of YPM. A designated YPM staff member will be on site during the entire photography session.

Permission to Photograph in the Collections without Copyright Transfer

I agree that permission to photograph YPM materials as indicated herein is granted only for the usage indicated, and I also agree to apply for further permission for any other use. I agree to provide a credit line acknowledging that the materials photographed under this agreement reside at YPM, to accompany any reproduction of the photographs, or photographic or digital media, resulting from this agreement. I will use my own equipment, which shall be set up in a manner that does not create safety hazards or damage Yale property. YPM and Yale University waive any claim to any copyright in the photographs resulting from this agreement.

Permission to Photograph in the Collections with Copyright Transfer

I assign to the Peabody Museum of Natural History, Yale University, for YPM’s exclusive use the entire copyright and associated and subsidiary rights, including rights in all renewals and extensions of copyright, in any photograph, or photographic or digital media, created from the above named materials, including the right to make them available to third parties. I understand that permission is granted only for the usage indicated, and I agree to apply for further permission for any other use, including any third party use, in whole or in part. It is mutually agreed that no monetary compensation will be provided by YPM to me for the this assignment of copyright, for reproduction rights granted to third parties, or for any other licenses that may be granted by YPM for the use of the images. YPM shall include an acknowledgment of my authorship of the images with each use. YPM shall at all times retain all rights to the images, including copyright where applicable. I agree to exercise due care in the protection of such rights.

Permission to Reproduce Divisional Materials *(complete as applicable)*

The Peabody Museum of Natural History, Yale University (“YPM”) grants to the undersigned the one-time nonexclusive, nontransferable right to reproduce the materials indicated in this agreement for the undersigned’s use only, as indicated herein. These materials may not be duplicated, re-used, rented or sold. YPM retains all rights to these images, text and data not explicitly granted here, including electronic rights.

I agree that permission to reproduce the YPM materials as indicated herein is granted only for the usage indicated, and I also agree to apply for further permission from YPM for any other use, including third party use or publication, in any media, in whole or in part, and including incorporation of collections data or images into derivative data sets. I agree to include the credit line above with any reproduction of these materials, and to provide one copy of the Publication to YPM. I agree to exercise due care in the protection of YPM’s rights in these materials.

Name _____ *For the Peabody Museum of Natural History, Yale University:*

Address _____ Approved by _____

_____ Division _____

Telephone _____ Signature _____ Date _____

Signature _____ Date _____

Birth year *(for copyright transfers only)* _____