

Picture Library – Licence for electronic use of images: Web usage

Please complete and sign this form and return to:

The Picture Library, National Museums Scotland, Chambers Street, Edinburgh, EH1 1JF, Scotland

FAILURE TO DO SO WILL RESULT IN A DELAY TO THE PROCESSING OF YOUR ORDER.

Name	
Address	
Postcode	
Telephone number	Email
Invoice address (if different from above)	
Postcode	Vat Reg Number (EU only)
Web address	

Proposed use of images

PLEASE COMPLETE ALL RELEVANT SECTIONS WHERE POSSIBLE.

REPRODUCTION PERMISSION CANNOT BE GRANTED UNLESS ALL SECTIONS ARE COMPLETED PRIOR TO PUBLICATION.

PLEASE NOTE THAT WE DO NOT GRANT LICENCES FOR 'ALL MEDIA' OR 'IN PERPETUITY'.

DELETE AS APPROPRIATE: PUBLICATION / EBOOK / EXHIBITION / DVD OR CD PACKAGING / POSTER, PRINT / ADVERTISING, PROMOTIONAL ITEMS / POSTCARD / GREETINGS CARD / OTHER.

FOR PRINTED PUBLICATIONS, FILM, TELEVISION, OR DVD PLEASE ASK FOR A SEPARATE APPLICATION FORM.

Proposed use of images (please tick)			
icon/link button <input type="checkbox"/>	¼ screen <input type="checkbox"/>	½ screen <input type="checkbox"/>	full screen <input type="checkbox"/>
Length of licence required (e.g. 5 years)			

Image(s) required

Title	Identification number

Declaration

I have read the terms and conditions accompanying this form; I agree to abide by them and understand that permission can be withdrawn if any part of them is infringed.

Signed	Date
--------	------

CREDIT LINE FOR ALL PHOTOGRAPHS UNLESS OTHERWISE STATED: © NATIONAL MUSEUMS SCOTLAND

Office use only	Date
Permission granted upon payment of all fees due	

NMSE Image Licensing – Terms & Conditions

1. **National Museums Scotland agree to grant a non-exclusive Licence to the Client:**
 - a) To record and temporarily hold the images listed on an electronic database, which is at all times in the possession and under the direct control of the Client or Service Provider;
 - b) To reproduce the images once, and only on the electronic publication described;
 - c) For the territories and time period specified until the expiry of the Licence or the program specified is completed, whichever occurs soonest and in accordance with the Terms and Conditions of the Agreement;
 - d) On the understanding that this Agreement is personal to the Client and that neither the licence nor any rights and permissions granted under it may be assigned, transferred, sub-licensed or charged to third parties without the prior written consent of National Museums Scotland.
2. **This Licence is granted subject to the following conditions:**
 - a) No reuse or further reproduction of the images whether for future programs or otherwise is permitted, except upon approval of a further application and payment in advance of any additional fees due;
 - b) No copy of the images shall be displayed on the world wide web at a greater resolution than 640 x 480 pixel resolution or 72 dpi resolution;
 - c) The Client shall encrypt the digitised images using an agreed encryption code or watermark unique to the product;
 - e) The Client shall ensure that all copies of the page and its packaging and any accessible displays of the images on the screen shall be accompanied by:
 - i) a copyright notice prohibiting any form of reproduction, transmission, performance, display, rental, lending or storage in any retrieval system without the written consent of the copyright holders;
 - ii) the credit line '© National Museums Scotland'; and /or
 - iii) a hyper link to the website of National Museums Scotland – <http://www.nms.ac.uk>;
 - iv) a notice that downloading of images for use by third parties and end users is strictly prohibited, except for private study. Downloading of images for commercial purposes will be treated as a serious breach of copyright and strong legal action will be taken by National Museums Scotland. Evidence of anti-piracy measures taken by the Client may be required;
 - f) A copy of the program to be given gratis to National Museums Scotland upon publication.
 - g) On completion of the specified program, all copies or records of the images made under this Licence shall be erased from the Client's database and a certificate provided to that effect, unless a further program is agreed and the relevant additional fees paid;
 - h) No adaptation, alteration or manipulation whatsoever of any image either by the Client or a third party end user is permitted without the prior written consent of National Museums Scotland;
 - i) The Client shall ensure that any third parties involved, including the distributors, are bound by the terms of the Licence;
 - j) The Client shall inform National Museums Scotland of any unauthorised use of any of their images as soon as it becomes aware of the same.
3. In consideration of this Licence, the Client shall pay National Museums Scotland the Licence Fee and any Royalties due. The Licence Fee and Royalties apply to this Licence only. The Licence Fee is payable prior to delivery of the image(s) to the Client. Where Royalties are due, the Client shall provide a quarterly account of the amount due in respect of the previous quarter's sales. The Client shall pay the due amount within 30 days of National Museums Scotland's invoice issue date. The Licence Fee and Royalties do not include image supply, which is charged separately.
4. The Licence is at all times conditional upon full compliance with the Terms of this Agreement and may be revoked at any time if the Client is in breach of any of those Conditions. In any disagreement, the express terms of this Agreement shall prevail and any reproduction or use of any picture or digital image outside the scope or in breach of any of these said Terms and Conditions, shall be deemed unlicensed and an infringement of the Rights of National Museums Scotland.
5. This Licence shall be governed by the Laws of Scotland and the parties hereby agree to submit to the jurisdiction of the Scottish Courts.