

NMSE Image Licensing Terms & Conditions: Print Usage

'We/Us' and/or 'NMS' means National Museums Scotland.

'You' means the person or entity named as the client on the application form.

You will be deemed to have accepted these Terms and Conditions unless you notify us to the contrary and return or delete all images, unused, within 7 days of receipt.

No variation of these Terms and Conditions shall be effective unless agreed in writing.

In order to ensure the highest quality and the greatest accuracy, NMS only allows reproduction from material supplied directly from the Picture Library. Reproduction from secondary sources is strictly forbidden.

'Image' means any items which may be offered for the purpose of reproduction.

Supply of images

1. All photography shall be deemed to have been received complete and in good condition, unless we receive notification of any discrepancy of damage within 48 hours of receipt.
2. You acknowledge that images are our valuable property, as are any digital images created from the images. You agree to destroy all digital images including any pre-press or pre-production copies of the images and any copies or records of the images held on a database within 90 days of the date of receipt of images or completion of the maximum production run, or expiry of the Licence term, whichever is latest.

Licence for the use of images

3. The reproduction by whatever means of the whole or any part of any image (in particular but without limitation, electronic use, storage or transmission, PowerPoint presentation, artist's reference, artist's illustration, layout or presentation of images) is strictly forbidden without our specific written permission. You must inform us of your proposals as to when and how an image is intended to be used. We will then consider whether we would wish to grant a licence and, if so, on what terms.
4. No reproduction rights are granted by virtue of delivery of images unless expressly indicated. Your right to reproduce an image arises only if:
 - a) licence terms are agreed, and
 - b) our invoice relating to the grant of such right is fully paid.Any reproduction before payment of the invoice or outside the terms of any licence constitutes an infringement of copyright and also a breach of the Agreement entitling us to rescind and claim damages. You must indemnify us in respect of any claims, damages, costs or expenses arising from any reproduction without licence of any image supplied to you.
5. You must satisfy yourself that all necessary rights, model releases or consents which may be required for reproduction are obtained. We make no claim or warranty with regard to your use of names, people, trademarks or copyright material depicted in any image.
6. Reproduction rights (if granted), unless otherwise agreed in writing are:
 - a) subject to these Terms and Conditions and any Terms and Conditions set out in the end licence;
 - b) non-exclusive reproduction rights for single use only – a single use means a reproduction in one size for one edition of a single publication, published in one language only;
 - c) strictly limited to the use, period of time and territory stated in the licence;
 - d) personal to you and not assignable by you to a third party.
7. You must credit us and the author as specified by us every time an image is used. If you fail to credit the image an additional 50% of the original licence will be payable. The credit line, unless otherwise stated is:
© National Museums Scotland
8. Images shall not be altered, manipulated, added to or have any part deleted without our prior written consent. If permission is given for a detail of an NMS image to be used, then the caption must include the word 'detail'.
9. You must provide us on publication with at least one complimentary copy of any publication in which the reproduction of the image appears.

Digital use of images

10. You may not use images in a digital or electronic format without our permission. A separate application form is available on request.

Miscellaneous

11. While we take reasonable care in the performance of this agreement, we shall not be liable for any loss or damage suffered by you or any third party arising from the use or reproduction of any image or its caption. Damages for any other breach shall be limited to the licence fee paid by you.
12. You must pay our invoice within 30 days of issue. However, in the case of newspapers, periodicals or broadcasting use only, if we agree in advance, you may pay by the end of the calendar month immediately following publication or use, or within 6 months of the issue of our invoice, whichever is sooner.
13. If you do not pay in accordance with these terms then we may at our option rescind this Agreement and recover damages, or charge interest at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 from the date payment was due until the date payment is made.
14. Any licence granted will terminate immediately if you
 - a) enter into voluntary or compulsory liquidation;
 - b) have a receiver appointed; or
 - c) fail to perform any of your obligations under these Terms and Conditions within 28 days of our giving notice to comply.In the event of termination, all rights granted will immediately revert to us and any further exploitation of any image shall constitute an infringement of copyright.
15. Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from your use of any image shall vest in us and you hereby assign all such rights arising to us.
16. Our failure to exercise or enforce any of our rights will not be deemed to be a waiver of such rights, nor bar their exercise or enforcement in the future.
17. Should any disagreement arise between you and NMS, we shall first try to settle matters by a mediation procedure recommended by the British Photographers' Liaison Committee.
18. These Terms and Conditions shall be governed by the Laws of Scotland and the parties agree to submit to the non-exclusive jurisdiction of the Scottish Courts.

NMSE Image Licensing Terms & Conditions: All Other Uses

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 1500x1500 pixel resolution at 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.