Art Image Copyright and Licensing: 
Compilation and Summary of Museum Policies

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Introduction

This document summarizes and compiles terms and conditions governing image rights and reproduction from fifty art museums in the United States. The sample of museums was selected from among the 193 museums accredited by the American Association of Museums that have a primary specialty in art. These museums vary in terms of the size and nature of their collections, their staffing and budget, and the scope of their image licensing practices. They were selected for inclusion primarily to identify museums that are diverse in their geographic location, specialization, and prominence. For each museum, copyright and image licensing information was obtained from the museum’s website. Titles in boldface represent a webpage or other individual document located on the museum’s website. Following interviews with officials at some of the museums, we were able to obtain and include here a small number of additional documents that are not available on their websites. The source of each document is indicated after the title, along with the date on which it was obtained. Some of the museums selected had no rights and reproduction information available on their websites; that fact is also noted in this compilation. The absence of licensing information is itself significant, and future investigation may confirm whether these museums do have license agreements or other rights and reproduction policy documents not posted to their public websites.

This summary identifies key provisions of the documents that are relevant principally to the issues of copyright and terms of use for art images. We have sought to replicate or otherwise accurately summarize provisions. Users of this summary should consult the underlying sources when questions arise or for citation purposes.

This compilation may prove useful for many purposes. At a minimum, this compilation provides an overview of the rights and reproduction policies currently in place at art museums throughout the United States. It also provides a basis for analyzing and comparing the image licensing terms and conditions of different institutions. We prepared it as an early step in connection with a larger study of museum license practices with generous funding from The Samuel H. Kress Foundation. Please contact the researchers for any questions about the project and about updates to this compilation.
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American Folk Art Museum (http://www.folkartmuseum.org/)

[No information available on website.]
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The Cleveland Museum of Art (http://www.clemusart.com/)

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  - Any commercial reproduction, redistribution, publication, or other use by electronic means or otherwise is prohibited unless pursuant to a written license signed by the Museum.

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  - To ensure accurate reproduction, a proof must be submitted in a timely manner to the Rights and Reproductions Department of the DIA. Department will advise publisher of any necessary corrections to image defects, layout, copy, credit lines or color.
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  - Revised editions or subsequent versions of an application, where changes constitute more than 10% of the original, require renewal of the license with additional fees to be paid at the current rates.
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  - Any color manipulation, alteration, cropping or addition to the image is prohibited and will automatically render the license void. Overprinting of text on an image requires specific permission.
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• Copyright ownership and/or reproduction rights may be retained by the artist for works of art created after January 1, 1978. Any and all royalty payments or other requirements specified by the copyright owner of such a work must be adhered to by the Publisher or agent requesting reproduction permission.
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El Museo del Barrio (http://www.elmuseo.org/)

- **Rights and Reproduction Fee Schedule** (obtained from Museum, December 1, 2009)
  - [provides photographic rental and delivery fees and photographic reproduction fees for scholarly, non-profit, and commercial uses]
  - Prices listed below are solely for one-time use on one product and per image for print run of 15,000 for North American distribution only.

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  - **Payment:**
    - Reproduction fees will be determined on the basis of the number of copies in the first printing, distribution, retail price, and image size/type/color.
    - Additional fees from the artists/gallery/estate may apply if El Museo does not retain the copyrights to a work in our collection.
  - **Images:**
    - Digital images are only available in 300 dpi Tiff or jpg format. If digital image is requested for web use, image will be in 72 dpi Tiff or jpg format.
    - All transparencies and slides must be returned within 3 months or late fees will be charged.
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    - **2. Disclaimer.** El Museo del Barrio assumes no responsibility for any royalties claimed by an artist or on the artist's behalf. In the case of works by living artists or other copyrighted material, written permission must be supplied by the user from the artist or the artist's agent.
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- We do charge fees to offset the cost of this service. … We also charge reproduction fees. These depend on the scope of your project and might be waived.
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  - 1. Reproduction is permitted only from photographic material supplied by the FAMSF. Reproduction from printed or other non-photographic materials not supplied by the Museums is strictly prohibited.
  - 2. Permission is granted for only one usage in one publication, one edition, and in one language. Additional language editions and subsequent revised new editions will be considered upon application.
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  - 6. Special permission is required if the reproduction is to appear as frontispiece, chapter divider, book cover/dust jacket, calendar, poster, individual reproduction, or if it is not referred to directly in the text. In such cases, additional fee is payable. The final layout must be submitted before production for approval.
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  - 9. Copyright for the requested image(s) may be in question. Our fees relate to usage and handling. Copyrights are generally retained by the artists. Permission to use art not in the public domain must be secured by you through the artist or their agents.
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- 4. No derivative products, additional versions, or product compilations are permitted without specific written permission from the Museum in advance.

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- 6. All other rights with respect to the work... which are not expressly granted to licensee herein are reserved to Owner.

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  - If approved, the word “detail” must appear in the caption with the complete credit line.
  - The area within the white border of a photograph, including inscriptions, may not be cut down or marked out.
  - No reproduction may be printed on colored stock, and black-and-white photographs may not be printed with colored ink.
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  - Download one of our forms to reproduce objects from The Frick Collection:
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- The applicant agrees that this permission, if granted, shall be subject to the conditions listed on reverse side of this form and further agrees to pay promptly the charges incurred, as stated in the schedule of fees.

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- Reproductions covered by this application are limited to periodicals and books. The Collection does not authorize the reproduction of works of art as individual prints. Special authorization is required for the use of works of art for motion picture or television reproduction and for reproduction by electronic or mechanical means.
- Applications to reproduce an image in a guidebook are subject to the approval of the accompanying text, which will be reviewed for accuracy. Text must be submitted for approval prior to receiving photographic material. Publishers and/or individuals requesting the right to reproduce in a foreign language must submit an English translation of the text for approval.
- The Collection gives no exclusive rights to any publisher or author.
- Applicants may not duplicate in any way a photograph supplied by the Collection. Neither may such objects be lent or used again for publication without prior written consent.
- The area within the white border of a photograph, including inscriptions, may not be cut down or marked out.
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- The publisher shall furnish a complimentary copy of the issue of a periodical or book in which the reproduction(s) appear.

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- The applicant agrees that this permission, if granted, shall be subject to the conditions listed on reverse side of this form and further agrees to pay promptly the charges
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  - All requests for permission to reproduce an image for publication must be made in writing and include the following information: the nature of the article or book, the author, the publisher, the expected date of publication, the print run, and the proposed price.
  - Reproductions covered by this application are limited to periodicals and books. The Collection does not authorize the reproduction of works of art as individual prints. Special authorization is required for the use of works of art for motion picture or television reproduction and for reproduction by electronic or mechanical means.
  - Applications to reproduce an image in a guidebook are subject to the approval of the accompanying text, which will be reviewed for accuracy. Text must be submitted for approval prior to receiving photographic material. Publishers and/or individuals requesting the right to reproduce in a foreign language must submit an English translation of the text for approval.
  - The Collection gives no exclusive rights to any publisher or author.
  - The Collection permits reproductions to be made only from those ektachromes lent by the Collection.
  - Applicants may not duplicate in any way an ektachrome supplied by the Collection. Neither may such objects be lent or used again for publication without prior written consent.
  - The area within the white border of a photograph, including inscriptions, may not be cut down or marked out.
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  - Applications to reproduce a detail from a work will be considered only upon receipt of a marked-up photograph or photocopy showing the exact area to be used. The word “detail” must appear in the caption with the complete credit line.
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  - The Collection reserves the right to limit the number of reproductions of Collection-owned works of art in any single website, CD-ROM, and other electronic media, if it appears that their number is disproportionate in relation to those from other sources.
  - The ownership credit as as indicated by the Collection along with the artist's name and work's title must appear in close proximity to the image.
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  - Special permission must be obtained in advance if any image in the Collection is used for promotion of the project. Permission will not be granted for images used as a symbol or logo.
  - The Collection assumes no responsibility for any royalties, rights, or fees claimed by any third party.
  - *The Collection is to be provided with a copy of the CD-ROM if the image is used for that purpose.*

- **Application for Permission to Reproduce in Film or Video Objects in the Frick Collection**
  - Each reproduction covered by this application shall bear the credit line: COPYRIGHT THE FRICK COLLECTION, NEW YORK
  - The applicant agrees that this permission, if granted, shall be subject to the conditions listed on reverse side of this form and further agrees to pay promptly the charges incurred, as stated in the schedule of fees.

- **CONDITIONS FOR REPRODUCTION IN FILM AND VIDEO**
  - Permission is granted for use in only one film medium (e.g., motion-picture film, television, video cassette, etc.) and in one language. The word “film” denotes any
medium whose end product is moving – as opposed to still – images. Additional language translations, revised productions of the film, and presentations of the film in a different medium will be considered upon application. Exclusive rights are not granted.

- Permission is limited to the release of the film by the company named in the Collection's permission contract. Special permission will be required if the stated company wishes to transfer permission to another company. In such cases, an additional fee may be charged.
- The Collection reserves the right to limit the number of reproductions of Collection-owned works of art in any single film, if it appears that their number is disproportionate in relation to those from other sources.
- The ownership credit as indicated by the Collection must appear either within the film or in credits at the conclusion.
- The work of art must be reproduced in its entirety, although details may also be shown thereafter. Nothing may be superimposed on the image (e.g., lettering or another image) without special permission. Dissolves are acceptable.
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- Special permission must be obtained in advance if any image in the Collection is used for promotion of the project. Permission will not be granted for images used as a symbol or logo.
- The Collection must be notified of first screening of the film.
- The Collection assumes no responsibility for any royalties, rights, or fees claimed by any third party.
- *The Collection is to be provided with a copy of the film in DVD form.*
Georgia Museum of Art (http://www.uga.edu/gamuseum/)

- **Photography and Rights to Reproduction**  
  (http://www.uga.edu/gamuseum/collections/rights.html, June 8, 2009)
  - Access to images in the collection and rights to reproduce are handled by the Registrar for Rights to Reproduction.
  - Photographs available:
    - Photographs may be ordered for study use, personal use, lecture use, or approved reproduction purposes.
    - Images are offered in slide, print, and transparency formats. Currently, requests for digital images or use of images in digital media (web, CDROM, video/DVD/television) are being handled on a case by case basis.
  - Images for study, personal, and lecture use: Photographs purchased for any of these uses are released to you for purposes of research, teaching, and/or enjoyment only and may not be reproduced or distributed in any manner. If you purchase a photograph for study, lecture, or personal use and later wish to reproduce the image, you must submit a request for rights to reproduction to the Registrar.
  - Rights to reproduction: Each request for rights to reproduction is assessed individually and fees are charged according to the scope of the project. You will be asked to complete and sign an Application for Rights to Reproduction supplied by the Registrar, which serves as a contract and will specify the conditions of reproduction.
  - Copyright:
    - The GMOA can grant permissions only to the extent of its ownership of the rights relating to the request. Certain works of art, as well as the photographs of those works of art, may be protected by copyright or related interests not owned by the GMOA.
    - The responsibility of ascertaining whether any such rights exist and for obtaining all other necessary permissions remains with the applicant. Written notifications of permissions granted by other copyright holders must be submitted in advance to GMOA.
**Georgia O'Keeffe Museum** ([http://www.okeeffemuseum.org/](http://www.okeeffemuseum.org/))

  - The policies of the GOK Museum governing reproductions are consistent with the principles established by the Artist.
  - **General Policy:**
    - The GOK Museum will be generous in granting permission to reproduce, particularly if the request is for an article or book that will promote GOK's art and the worldwide knowledge of it.
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    - Permission will not be granted for three-dimensional products or commercial ventures. In addition reproduction of images will not be allowed on special cards. Cover usage for publications will be limited to books on O'Keeffe's life, art, or fine art in general.
    - If permission is granted for reproduction in trade books, posters, notecards, or calendars, the Foundation will apply the strictest standards of quality and will enforce these standards rigorously. Permission will not be granted for commercial advertising without the written consent of the Foundation.
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