

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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- 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.
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 - 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.
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 - 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/>)

- **Rights & Reproductions** (<http://www.okeeffemuseum.org/media-press-room/rights-reproductions.aspx>, August 5, 2009)
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- **Media Press Room** (<http://www.okeeffemuseum.org/media-press-room.aspx>, August 5, 2009)
 - [Contains same language as Rights & Reproductions page]

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