



TERMS GOVERNING REPRODUCTIONS OR PUBLICATION OF IMAGES

The Timken Museum of Art's ("Timken's") provides reproduction services to scholars, educators, publishing companies, commercial entities, and the public. This policy applies to any and all entities and individuals (each, an "Applicant") wishing to reproduce or publish an image from Timken's collection, and to all formats of publication, including but not limited to books, websites, videos, social media, and commercial goods.

1. Permission

- a. Written permission must be obtained from Timken to reproduce or publish images from or of Timken's collections or grounds.
- b. Written permission granted by Timken applies to one-time, non-exclusive use in a single publication for one edition in one agreed upon language. Subsequent publications, revised or new editions, re-issues, websites, broadcasts, products, and additional language editions require separate written permission by Timken. Reproduction from printed or photographic materials not supplied by Timken is strictly prohibited.
- c. Academic uses may be permitted at Timken's discretion. Scholarly uses include dissertations, theses, and classroom presentations by students and teachers.
- d. Timken may permit reproduction for advertising or promotional purposes. Each request will be evaluated on its individual merits.
- e. Timken reserves the right in its sole discretion, exercisable at any point in the reproduction process, to revoke permission previously granted to any Applicant whose product or publication is not acceptable to Timken for any reason.
- f. Timken reserves the right to require the Applicant to obtain written approval of the final use or publication of Timken's images prior to general distribution, sale or publication.
- g. Written permission granted by Timken hereunder is not transferrable without prior written approval by Timken in its sole discretion.
- h. Images published on Timken's website are available for public, personal, non-commercial use without obtaining prior written permission from Timken. However, Timken reserves the right in its sole discretion, exercisable at any time with or without prior notice, to change its policy concerning images published on Timken's website.

2. Copyrights

- a. For works of art by living artists and other material subject to the 1976 Copyright Act (Title 17, United States Code) written permission to reproduce copyrighted material must be secured by the licensee from the artist, their agent, or copyright owner. The licensing of collection materials for reproduction by Timken does not imply permission to reproduce under United

States copyright law, nor does it represent that Timken owns copyright or non-exclusive license rights.

- b. 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 paid or honored by the publisher or agent requesting reproduction permission.
- c. Applicants assume all responsibility for questions of copyright and the violation of rights of privacy and publicity that may arise in the use of material images reproduced by Timken, and all Applicants are encouraged to obtain the advice of independent legal counsel concerning such matters. Timken may require that the Applicant deliver the copyright holder's written permission to reproduce an image before Timken delivers the image.

3. Images

- a. Images will be provided as digital files at 300 dpi.
- b. Reproductions may not be altered, cropped, bled, guttered, printed on colored stock, nor superimposed with print unless approved in writing by Timken.
- c. Color proofs and layouts must be submitted to Timken for approval prior to publication for commercial uses and/or covers of publications.
- d. Images of black and white originals may NOT be printed with colored ink.
- e. If an image detail is approved, the word "DETAIL" must appear in the credit line.
- f. Duplication of any images sold, licensed or rented by Timken is strictly prohibited.

4. Credit Line

- a. The credit line as provided must always appear with each image used.
- b. The credit line is to appear exactly as provided by Timken on the invoice. It must be shown in immediate proximity to the reproduction or in the section of the publication devoted to acknowledgments. In the use of television or films, full credit must be included in the program credits, and when applicable, in the accompanying manual.

5. Commercial Use

- a. Commercial use is defined as use of an image for commercial applications, including but not limited to advertising, promotions, publicity, campaigning, and merchandise.
- b. Timken may permit reproduction for commercial use of images on a case-by-case basis. Each request will be evaluated on its individual merits.
- c. Commercial use is subject to usage fees as provided herein. Timken reserves the right to request merchandise in lieu of fees for commercial applications.

6. Personal Use

If the image is for personal and noncommercial use (e.g., a personal website), Timken may grant permission so long as the Applicant does not advertise, have sponsors, charge a fee for services, or offer any product or service for sale, and such use otherwise constitutes a "fair use" as defined in the United States copyright laws.

7. Fees

- a. Fees vary based on the commercial nature or non-profit status of the request, the type of material requested, the nature of use, the scope of distribution, and other relevant factors that Timken may apply in its sole discretion from time to time.
- b. Payment in advance may be required. Payment may not be deferred until publication date. Payments from outside the United States must be sent via wire transfer.
- c. Timken reserves the right to change any or all of its fees at any time, with or without prior notice.

d. Fee Schedule

- i. High resolution images for publications:

	<u>Academic/Nonprofit</u>	<u>Commercial</u>
Color reproductions, cover image (catalogues, books, magazines, etc)	No fee	\$500 each
Color reproductions, Interior (catalogues, books, magazines, etc.)	No fee	\$500 each
Broadcast, video, websites & DVD rights	No fee	\$500 each
Rush service (less than 5 business days)	No fee	\$100
World Language Rights Reproduction	NA	Fee plus 25%
Re Use (2 nd edition, etc.)	NA	Fee minus 25%

- ii. For high resolution images used for commercial purposes other than publications, Timken will negotiate a licensing agreement. The fee for such uses typically will be 10% of the gross revenues generated by the sale of items displaying the licensed image. Timken may, in its sole discretion, elect to receive payment in kind, in whole or in part.

- iii. New digital photography
 - 1. 2D object: \$200 each
 - 2. 3D object: \$300 each

- iv. High resolution digital file for study/non publication use: \$45 each

8. Complimentary Copies to Timken

Timken requires two (2) complimentary copies of each publication, film, video or other production in which the reproduction(s) appear(s). These must be sent within ten (10) business days following the first date of general distribution, sale or publication, to the attention of Rights & Reproductions, Timken Museum of Art, 1500 El Prado, San Diego, CA 92101, USA.

9. Trademarks

Timken owns and maintains various registered and unregistered common law trademarks, service marks and logos (collectively, the "Trademarks"), including but not limited to "Timken Museum of Art," "Timken" and "The Putnam Foundation." Nothing contained herein should be construed as granting, by implication or otherwise, any license or right to use any of the Trademarks without the

express written permission of Timken. Unauthorized use of the Trademarks, except as authorized herein, is strictly prohibited.

10. Indemnification

Timken assumes no responsibility or liability for any claims against the Applicant or Timken by third parties including the artists, their agents, estates, or by any parties in connection with the reproduction of works of art in the collection of Timken. The Applicant will indemnify, defend and hold Timken harmless from and against any and all claims, damages, liabilities, costs and expenses, including attorney's fees and costs, arising from or relating to the Applicant's reproduction of Timken's images or works in Timken's collection.

Timken expressly reserves the right to change these Terms Governing Reproductions or Publication of Images from The Timken Museum of Art at any time, with or without prior notice. For additional information please contact the Registrar of the Timken Museum of Art.