

The Alan Mason Chesney Medical Archives
The Johns Hopkins Medical Institutions
5801 Smith Avenue, Suite 235, Baltimore, MD 21209, USA
Tel. 410.735.6800, Fax. 410.735.6770

Application for Permission to use Artifacts

Permission requests must be submitted on this application form. No other permission or licensing forms will be accepted nor may the wording of this form be altered in any way. No licenses will be granted without signed Agreement with Respect to Rights, Regulations, and Procedures.

Name: _____ Date: _____

Affiliation: _____

Address: _____

City/State/Zip: _____

Tel: _____ Fax: _____ E-mail: _____

If you are acting on behalf of your employer or another third party, please indicate his or her name and title:

Name: _____ Title: _____

Specify the materials for which you seek license to use (Attach a separate list if necessary):

1. _____
2. _____
3. _____

Description of work in which materials will be used:

Author/creator: _____

Title or description of project: _____

Editor, producer, or sponsor: _____

Place and date of production or project: _____

Economic Classification of Project:

- For-profit (the materials will, in some way, be used as part of a commercial enterprise)*
- Not-for-profit (the materials **will not**, in any way, be used as part of a commercial enterprise)

Check the format(s) in which you intend to use the materials:

- Television
- Film
- Exhibition

Summarize plan for use and/or distribution: _____

Specify the usage rights you seek for these materials (see Schedule of Fees): _____

State any additional conditions that you would like to have considered in this application: _____

* E.g. paid subscriptions, entry fees, etc.

Terms of Agreement for the use of Artifacts

This is a legal and binding agreement between you and The Alan Mason Chesney Medical Archives ("Archives"). If your actions are on behalf of your employer or another third party, then all the terms and conditions of this Agreement apply to you and your employer or other third party.

License to use is granted only for the expressed purpose(s) described in this application, and specified in the Statement of Permissions that you will receive. Payment of all fees is required before permission is granted. This permission is non-exclusive; The Archives reserves the right to license the same materials to others. Any subsequent use not indicated in this application or beyond the time limits accorded constitutes reuse. A new application must be submitted to the Archives for permission to reuse the materials.

Materials in the Archives are not sold. Their use is licensed and they remain the physical property of the Archives and the intellectual property of the copyright holder when applicable. The Johns Hopkins University and The Johns Hopkins Hospital hold intellectual property rights to some, but not all, materials in the Archives. Some material licensed to you by the Archives may still be under copyright and protected by the intellectual property laws of the United States and the Berne convention. **You are solely responsible for obtaining permission for use from the copyright holder (the institution, the author, heirs, legatees, or literary executors.** After release to you of the materials, The Johns Hopkins University and The Johns Hopkins Hospital assume no responsibility for your infraction of copyright laws, invasion of privacy, unauthorized release of protected health information, or any other improper or illegal use that may arise from the use of materials from the Archives.

Representations of objects or artifacts must include the following credit line in captions or lists of credits: "The Alan Mason Chesney Medical Archives of The Johns Hopkins Medical Institutions". Credits should appear in close proximity to the object, or in a special section devoted to credits.

Objects supplied by the Archives may not be exhibited or used for any purpose other than that specified in this application and in the Statement of Permissions you will receive.

Permission to use materials from the Archives does not imply that the Archives endorses any product, enterprise, or opinion; nor does it confirm the accuracy of any content on the site, in publication, or in broadcast.

You, as the applicant, agree to send one copy of the work containing the reproduction of object/artifact to the Archives at no charge.

Permission will not be granted nor objects/artifacts released until full payment has been received. Fees are determined in good faith according to the information you provide.

Failure to comply with any of the provisions of this agreement and of the Statement of Permissions that you will receive may result in immediate revocation of permission.

This Agreement constitutes the final written expression of the terms of agreement between you and the Archives relating to the subject matter contained herein and is the complete and exclusive statement of those terms. This Agreement supersedes all prior agreements with respect to such subject matter. No provision in any purchase order or purchase order confirmation, whether entered into prior to, concurrently with or after the execution and delivery of this Agreement, shall be effective to the extent that such provision is inconsistent with any provision of this Agreement.

All claims and controversies arising under this agreement shall be resolved pursuant to existing Maryland laws and the policies and procedures of The Johns Hopkins University, The Johns Hopkins Hospital, Johns Hopkins Medicine, and The Alan Mason Chesney Medical Archives.

I have provided complete and accurate information on this form and accept full responsibility for upholding the terms of agreement as stated, both personally and on behalf of the organization or third party that I represent. In all instances, I agree to defend, indemnify, save, and hold harmless The Johns Hopkins University, The Johns Hopkins Hospital, The Alan Mason Chesney Medical Archives and their employees and designates from any and all costs, expense, damage, and liability arising from any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of the reproductions listed on this form and their use in any manner, including their inspection, publication, reproduction, duplication, or printing by anyone for any purpose whatsoever.

Signature of Applicant

Date

Please type or print name

Schedule of Permission Fees per Item Used

Journals, Magazines, Newspapers	Circulation 1,000-5,000	Circulation 5,001-99,999	Circulation 100,000+
North American-English Language	\$120.00	\$270.00	\$420.00
World Rights-One Language	\$195.00	\$345.00	\$450.00
World Rights- Multi-Language	\$225.00	\$400.00	\$475.00
Covers	\$270.00	\$420.00	\$500.00
Not-for-profit discount - 50%			
Distribution rights include online use			
Books	Print Run 2,500 or fewer	Print Run 2,501-10,000	Print Run 10,001 +
North American-English Language	\$60.00	\$100.00	\$180.00
World Rights-One Language	\$80.00	\$140.00	\$230.00
World Rights-Multi-Language	\$100.00	\$170.00	\$270.00
Jackets/ Covers	\$140.00	\$240.00	\$340.00
Subsequent editions - 50% of applicable fee			
Not-for-profit discount - 50%			
Exhibition	Temporary \$100.00	Permanent Exhibit \$200.00	Traveling Exhibit \$150.00
Presentations (Powerpoint, etc.)	One time \$60.00	Multiple uses \$100.00	
Promotional Materials (Brochures, Catalogues, Posters, etc)	2000 or fewer \$80.00	2001+ \$130.00	
VHS/DVD	\$130.00		
CD-Rom	\$130.00		
Website/Internet	\$100.00		
Motion Picture and Theatrical Productions, Radio, and Television Broadcast	Broadcast	Broadcast w/ Home video/DVD	Broadcast w/ all media*
North America	\$150.00	\$250.00	\$350.00
Worldwide	\$200.00	\$300.00	\$400.00

*Includes home video/DVD, internet, CD, CD-Rom, and promotional materials (posters, brochures, etc)

A 50% discount may be applied to not-for-profit requests.

Terms are generally for the lifetime of the work unless otherwise stated or agreed upon. Terms for re-use (as defined in the Terms of Agreement) must be negotiated.

STATEMENT OF PERMISSIONS

The following is to be completed by the staff of the Alan Mason Chesney Medical Archives.

Date completed and signed form received: _____

- Permission is granted** to use only those materials from the Alan Mason Chesney Medical Archives that are listed in this application in accordance to the terms of the above agreement and the following conditions or exceptions.

Permission granted for the following uses and durations: _____

Total Payment _____

Date of Payment _____

Mode of Payment _____

Signature of Approval

Date

- Permission is denied** for the request stated in this application.

Notes: _____

Signature

Date