

## REPRODUCTION REQUESTS

If you are interested in ordering photographic material from NERAM's collection for publication (commercial or research and study) purposes, please complete and return the application form.

### Copyright

Please read carefully the conditions attached to the Application form regarding copyright. Where NERAM does not own the copyright in the works of art being ordered, publishers must obtain appropriate copyright permissions. A copy of this permission must be supplied to NERAM before NERAM will release relevant photographic material.

NERAM accepts no responsibility for images reproduced without a copyright holder's permission.

### Moral Rights

Reproductions of the NERAM's works of art must be correctly and adequately acknowledged with captions provided by NERAM. All reproductions must be credited with the artist's name, title of the work, its date and the Collection from which it came. Works must be reproduced appropriately and with due consideration for the artist's honour and reputation. A failure to comply with these conditions may constitute an infringement of a copyright holder's moral rights. Further information regarding Australia's Moral Rights Legislation can be found at [scaleplus.law.gov.au](http://scaleplus.law.gov.au).

### Delivery Times

The Gallery endeavours to supply image material in a timely fashion to meet the applicant's deadline. Due to variable circumstances, heavy workloads and schedules, the Gallery cannot warrant that the delivery of image material will meet your deadline if the lead time is less than 4 weeks for images produced from existing image material or less than 8 weeks for images that require new photography.

Please allow sufficient time in your schedule for checking and approval of colour proofs of reproductions, to ensure the integrity of images of NERAM's works is maintained and the moral rights of the artists are not infringed.

### Fees Schedule

For the supply and reproduction of images from the New England Regional Art Museum

Purpose	Image material	Fee
Private Research and Study	Low res digital image (JPG, 72dpi)	\$33 (inc GST)
Commercial, Exhibition catalogue	High res digital image (TIFF, 300dpi)	\$198 (inc GST)
Commercial book, interior	High res digital image (TIFF, 300dpi)	\$280 (inc GST)
Commercial book, cover	High res digital image (TIFF, 300dpi)	\$363 (inc GST)
Commercial, merchandise	High res digital image (TIFF, 300dpi)	\$473 (inc GST)
Photographer's Shooting Fee	Where no file currently exists	\$75 (inc GST)

A permission form and tax invoice will be issued upon receipt of the signed application form, confirming your order. Fees must be paid prior to the release of the ordered material.

All queries with respect to copyright and reproduction should be addressed to:

Director, New England Regional Art Museum  
PO Box 508 Armidale NSW 2350  
director@neram.com.au  
(02) 6772 5255 Tel (02) 6771 2397 Fax

# REPRODUCTION REQUEST FORM

<b>Applicant:</b>			
<b>Name</b>			
<b>Organisation</b>			
<b>Address</b>			
<b>Phone</b>		<b>Fax</b>	
<b>Email</b>			

<b>Work(s) of Art (Attach separate list if necessary)</b>		
<b>Artist</b>	<b>Title of work</b>	<b>Acc. no.</b>

<b>Project details</b>			
<b>Title</b>			
<b>Publisher</b>			
<b>Author</b>		<b>Print run</b>	
<b>Publication date</b>	<b>Vol/Yr (if journal)</b>	<b>Retail Price</b>	

<b>Purpose of project</b>	
<input type="checkbox"/> Private research and study* \$33	<input type="checkbox"/> Commercial, Exhibition Catalogue \$198
<input type="checkbox"/> Commercial book, interior \$280	<input type="checkbox"/> Commercial book, cover \$363
<input type="checkbox"/> Commercial, merchandise. \$473 Details:	

Photographer's Shooting Fee required. Please contact NERAM for further information.

### \*Private Research and Study Declaration

I hereby declare that I will use the images of the works scheduled above for the Purpose of Private Research & Study only, within the Fair Dealing exceptions of the Australian Copyright Act (Commonwealth) 1968. I agree to use these images for not other purpose. Should I wish to publish or reproduce the works scheduled above in the future, I agree to contact NERAM to obtain reproduction-quality image material and copyright permission.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

NERAM: Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Details of Research: \_\_\_\_\_

## COMMERCIAL TERMS AND CONDITIONS

- Item 1        Permission to reproduce the supplied image material is dependent upon the full acceptance of the Terms & Conditions listed herein and will be automatically revoked if any part is infringed.
- Item 2        Delete whichever is not applicable:
- (a)        NERAM has the assignment of copyright in the work(s) of art and hereby grant permission for reproduction in the Publication.
  - (b)        NERAM is not the owner of copyright in the work(s) of art, and the image materials are supplied and permission for their reproduction in the Publication is given subject to the Applicant
    - (i)        obtaining prior to publication clearance from the copyright owner(s) where the artist is living or has been deceased less than seventy (70) years,
    - (ii)        providing the NERAM with **written permission from the copyright holder**
    - (iii)        The Applicant is responsible for any fees that the copyright holder may impose, separate and distinct from any fees charged by NERAM
- Item 3        The Applicant shall supply to the NERAM **two (2) complimentary copies** of the Publication in which any reproduction is published, immediately after publication.
- Item 4        All reproductions must be **credited** with the artist's name, title of the work, its date and the Collection from which it came.
- Item 5        The Applicant undertakes that the work(s) of art illustrated in the image material **will not be cropped, over-printed, blown up** beyond the original size or altered in any way, without written permission. Requests for such alterations will only be considered upon receipt of a proof.
- Item 6        The Applicant shall lodge a **hard copy colour printer's proof** of each image must be sent to NERAM for colour-checking and approval. NERAM will endeavour to approve the Applicant's proofs within 24 hours of receipt. NERAM reserves the right to refuse to supply image material or to revoke reproduction rights where the context or quality of the reproduction is deemed to be unsuitable, inappropriate or contrary to the artist's or NERAM's interests.
- Item 7        Reproduction rights are non-exclusive, for **one time use only** and may not be assigned, transferred or sub-let.
- Item 8        The Applicant shall pay the New England Regional Art Museum charges in relation to this transaction prior to release of photographic material.

I, the Applicant, hereby apply to the New England Regional Art Museum to borrow the above photographic material for the purpose of reproduction in the Publication name above and agree that if approval to borrow is granted, then I will pay the charges in relation thereto and otherwise comply with the attached terms and conditions.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

NERAM:        Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return **pages 2 and 3** of this form by fax, email or post:

Fax: (02) 6771 2397

Email: [director@neram.com.au](mailto:director@neram.com.au)

Postal Address: Director, NERAM, PO Box 508, Armidale NSW 2350