

Art Image Copyright and Licensing: Terms and Conditions Governing Third Party Rights

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Introduction

The following table collects and summarizes terms and conditions from United States art museum license agreements pertaining to the intellectual property rights of third parties (*i.e.* parties other than the Museum and the permission seeker, principally artists or their heirs or representatives) in images of artworks. These terms and conditions were collected from a sample of fifty museums with a primary specialty in art accredited by the American Association of Museums. 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. For each sampled museum, copyright and image licensing information was obtained as available from the museum's website. Several museums have provided additional documents not available on their websites, and those materials are also included in the table. From each document or webpage collected, this table identifies the language that specifically addresses the legal rights of third parties in artwork images licensed or otherwise made available by the museum. Although an effort has been made to accurately replicate the language of the source documents, underlying sources should be consulted for citation purposes. The underlying document or webpage is provided in the "Source" column.

This table provides an overview of the rights and reproduction policies of art museums within the United States as they address the existence of third party copyrights in artwork reproductions. It also provides a means for comparing and analyzing how different institutions approach the issue of third party rights when licensing uses of art images. Specifically, it compiles and summarizes terms and conditions regarding:

- I. Informational statements about third party rights
- II. User's responsibility as to third party rights
- III. Disclaimers
- IV. Requiring third party permissions
- V. Indemnification clauses
- VI. Inability to make image available

For each of these categories, a summary analysis of terms and conditions is provided, followed by the specific language from each Museum's rights and reproduction policies. Boldface type has been added to excerpted text for purposes of emphasis.

I. Informational statements about third party rights

Summary of informational statements notifying the image user about third party rights:

- Museums frequently advise users and permission seekers that entities other than the museum may hold rights, including copyrights, to images of works of art.
- These statements vary in terms of which entity or entities are identified as the rights holder. For example, some such statements inform the user that third parties “other than” the museum hold the copyright, whereas others state that third parties “in addition to” the museum hold a copyright. More broadly, they may say only that unspecified entities, including the museum “and/or” the artist or artist's representative, may be rights holders.
- Museums sometimes provide further guidance to users by providing information about which images are likely to involve third party rights (*e.g.* works by living artists, works created after a certain date) or which entities are likely to hold rights (*e.g.* VAGA, ARS). In some cases, museums also provide users with copyright information about specific works, or inform users that the museum can provide assistance in determining whether third parties hold rights in a specific work.
- Rarely, museums inform users that certain works do not have copyright restrictions. However, for the most part museums do not affirmatively inform users as to which works are in the public domain.

Museum	Language	Source/Date Obtained
The Art Institute of Chicago	Works owned by museum may be protected by copyright, publication rights, or related interests that are not owned by the Museum. Museum is not giving permission to exploit any third party rights. It is your responsibility to obtain whatever copyright or other permissions may be required.	Image Licensing, http://www.artic.edu/aic/copyright.html , June 5, 2009
Birmingham Museum of Art	Copyright and other proprietary rights in the Materials may be held by individuals and/or other entities other than the Museum.	Copyright, http://www.artsbma.org/c-copyright-2008-birmingham-museum-of-art , June 8, 2009
Brooklyn Museum of Art	<i>Please be advised that you may have to clear additional rights with a 3rd party such as Artist's Rights Society or VAGA.</i>	Application for Permission to Reproduce Works from the Brooklyn Museum, obtained from Museum, December 3, 2009
Carnegie Museum of Art	Carnegie Museum of Art does not hold copyright for most images in the collection; copyright clearance must be obtained by the applicant.	Rights and Reproductions, http://www.cmoa.org/collections/main_publications.asp , June 22, 2009
Cincinnati Art Museum	The Cincinnati Art Museum and other parties, including living artists and licensing agencies, hold the copyright to the images, design, and text in our Web site.	Terms of Use: Collection, http://72.249.182.183/collection/terms.page.do?request=/results.do%3Fhighlight%3D15 , August 5, 2009
The Cleveland Museum of Art	Images of works from the permanent collection are copyright the artist, his or her estate, and/or the Cleveland Museum of Art. Visitors to the online collections will find additional information about copyright assignments attached to individual objects when copyright is an entity other than the museum.	Rights and Restrictions, http://www.clemusart.com/collections/disclaim.aspx , June 8, 2009
	U.S. Copyright law governs the making of copies of copyrighted materials. Digital images in the online system of the Image Library are copyrighted by either the	Ingalls Library Policies, http://library.clevelandart.org/ingalls_library/po

	CMA or by an outside rights holder and because of this there are restrictions on their use. The person using the image database is liable for any infringement.	licies.php, June 8, 2009
Dallas Museum of Art	The text, images, media clips and data on the Dallas Museum of Art (the “Museum”) website (the “Site”) are protected by copyright and may be covered by other restrictions as well. The Museum retains all rights, including copyright, in data, images, software, documentation, text, and other information contained in these files (collectively, the “Materials”). Copyright and other proprietary rights may be held by individuals or entities other than, or in addition to, the Museum.	Terms & Conditions, ¶ 1, http://www.dm-art.org/TermsConditions/index.htm , August 5, 2009
Detroit Institute of Arts	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.	Print Media, http://www.dia.org/the_collection/rights_and_reproductions/print.asp , June 5, 2009; ; Electronic Media, http://www.dia.org/the_collection/rights_and_reproductions/electronic.asp , June 5, 2009
Fine Arts Museums of San Francisco	ImageBase Artworks Copyright: All works of art displayed on the FAMSF ImageBase are copyrighted by either the Fine Arts Museums of San Francisco, the artist, or their respective copyright holders.	Copyright Information, http://www.famsf.org/fam/article.asp?key=2 , August 7, 2009
Georgia Museum of Art	Copyright: The Georgia Museum of Art 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, trademark, or related interests not owned by the Georgia Museum of Art. The responsibility of ascertaining whether any such rights exist and for obtaining all other necessary permissions remains with the applicant. Written notification of permissions granted by other copyright holders must be submitted in advance to GMOA.	Photography and Rights to Reproduction, http://www.uga.edu/gamuseum/collections/rights.html , June 8, 2009
The Getty	Images with “No Known Copyright Restrictions” in The Commons on Flickr The Getty Research Institute is a member of The Commons on Flickr. The mark of “no known copyright restrictions” on images in Flickr indicates that the Getty is unaware of any current copyright restrictions on the works so designated, either because the term of copyright may have expired without being renewed or because no evidence has been found that copyright restrictions apply. The images we have shared as part of The Commons are for personal research and enjoyment. The Getty does not warrant that sharing will not infringe upon the rights of third parties holding rights to these works. It is your responsibility to determine and satisfy copyright and other use restrictions before copying, transmitting, or making other use of protected items.	Terms of Use/Copyright, http://www.getty.edu/legal/copyright.html , June 5, 2009
	Objects appearing in the Images, even if such objects are owned by the Getty, may be protected by copyright, publication rights, or related interests that are not	Getty Museum Terms of Use for Print Publication, ¶ 2,

	<p>owned by the Getty. The Getty is not giving permission to exploit any third party rights. The Applicant will ascertain whether any such rights exist, pay any royalties or fees claimed by any third party and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of, breaching a duty to, or breaching an agreement with, any third party.</p>	<p>http://www.getty.edu/legal/image_request/terms_print.html, June 5, 2009; Getty Museum Terms of Use for Electronic Media or Television/Film/Video, ¶ 2, http://www.getty.edu/legal/image_request/terms_electronic.html, June 5, 2009; Getty Museum Terms of Use for Study, Reference, or Lecture Images for Personal Use, ¶ 2, http://www.getty.edu/legal/image_request/terms_study.html, June 5, 2009; Getty Research Institute Terms of Use for Study, Reference, or Lecture Images for Personal Use, ¶ 2, http://www.getty.edu/research/conducting_research/library/rights_repro/terms_personal_use.html, June 5, 2009</p>
	<p>Objects appearing in GRI Images, even if such objects are owned by the GRI, may be protected by copyright, publication rights, or related interests that are not owned by the GRI. The GRI is not giving permission to exploit any third party rights. The Applicant will ascertain whether any such rights exist, pay any royalties or fees claimed by any third party and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of, breaching a duty to, or breaching an agreement with, any third party. Applicant will indemnify, defend, and hold the GRI harmless from all costs, charges, fees or expenses (including reasonable attorneys' fees), losses, damages, liabilities, or judgments arising from or relating to any claim, cause, or allegation asserted by a third party against the GRI based entirely or in part on Applicant's exploitation of the Image or Images licensed thereunder.</p>	<p>Getty Research Institute Terms of Use for Print Media, ¶ 2, http://www.getty.edu/research/conducting_research/library/rights_repro/terms_print.html, June 5, 2009; Getty Research Institute Terms of Use for Electronic Media or Television/Film/Video, ¶ 2, http://www.getty.edu/research/conducting_research/library/rights_repro/terms_electronic.html, June 5, 2009</p>
The Guggenheim	<p>The Guggenheim Museum is a contemporary art museum and therefore most of our works are still in copyright as an artwork remains the intellectual property of the artist and/or artist's estate for 70 years after the artist's death. This means that permission to use the artwork must be obtained from the copyright owner as well as from the Guggenheim and that additional fees may apply.</p>	<p>Request Images, Usage Agreement, http://www.guggenheim.org/new-york/about-us/guggenheim-images/request-form/, August 5, 2009</p>
Hammer Museum	<p>Whenever possible the CDL and the collection-holding repository provide available information about copyright owners and other restrictions in the metadata associated with digital images, texts, and audio and video recordings. The CDL and the holding repositories provide the aforementioned information as a service to aid users in determining the copyright status of an item. Ultimately, however, it is the user's responsibility to use an item according to the terms governing its use.</p>	<p>Online Archive of California: Copyright Statement and Conditions of Use, http://oac.cdlib.org/about/copyright.html, June 10, 2009</p>

Harvard Art Museum	Third Party Rights. We grant the foregoing limited permission under copyrights we own. Copyright and other rights in the Content may also be held by other individuals or entities, including artists and other holders of rights in art works reproduced on the Site. While we have endeavored in good faith to obtain from such third parties the rights we believe necessary to include their works on the Site, we do not represent or warrant that use of the Content displayed on the Site will not infringe or violate the rights of third parties. You are solely responsible for obtaining all permissions from third parties that may be necessary for any use of the Content you wish to make.	Terms of Use, ¶ 3, http://www.harvardartmuseum.org/home/terms_of_use.dot , June 22, 2009
	The Harvard Art Museum encourages the use of the contents of the site for personal, noncommercial use for educational or scholarly purposes. Please note that some of the content of the site is protected by third party rights. For example, large images of some objects are not available because of restrictions from copyright holders.	Image Copyright, http://www.harvardartmuseum.org/home/image-copyright.dot , June 22, 2009
High Museum of Art	The copyright of the Content and other proprietary rights are held by the Museum or other entities and individuals.	High Museum of Art Terms & Conditions, http://www.high.org/main.taf?p=0,1,3 , August 5, 2009
The Huntington Library and Art Collections	The Huntington's granting permission to publish does not transfer copyright it owns, and permission is granted only to the extent of Huntington ownership of the rights related to the request. Certain works are requested which are physically owned by the Huntington may be protected by copyright, trademark, or related interests not owned by The Huntington. The responsibility for determining whether any such intangible rights exist, for obtaining all necessary permissions, and for guarding against the infringement of those rights that may be held elsewhere, remains with the requester.	Permission to Publish Policy, http://www.huntington.org/huntingtonlibrary.aspx?id=590 , August 7, 2009
Indianapolis Museum of Art	Copyrights and other proprietary rights in the material on this web site may also subsist in individuals and entities other than, and in addition to, the IMA.	Copyright 2008 IMA. All rights reserved, http://www.imamuseum.org/connect/copyright , June 22, 2009
Los Angeles County Museum of Art	The images on the Site are protected by copyright and may be subject to other restrictions as well. LACMA and relevant third parties retain all rights, including copyright, in images.	Los Angeles County Museum of Art Terms of Use Agreement, ¶ 1, http://www.lacma.org/info/TermsOfUse.aspx , June 8, 2009; LACMA Collections Online Terms of Use Agreement, ¶ 1, http://collectionsonline.lacma.org/mweb/copyrightAgreement.asp , June 8, 2009
The Metropolitan Museum of Art	Copyright and other proprietary rights may be by individuals or entities other than, or in addition to, the museum.	Terms and Conditions, ¶ 1, http://www.metmuseum.org/information/terms.asp , June 10, 2009

Milwaukee Art Museum	Copyright: MAM respects the intellectual property rights of artists and others. This Website and the images and text contained on this Website are protected by U.S. and international copyright laws and are owned by MAM or used by MAM with permission from the owners. Copyright for some images are held by the artists and/or their estates. You agree not to download, copy, reproduce, publish or transmit or otherwise use any portion of this Website including any images except for your own personal noncommercial use or “fair use” as this term is defined by current copyright laws, without written permission from MAM.	Rights + Reproduction, http://www.mam.org/include/footers/pages/rightsRepo.php , August 7, 2009
Peabody Essex Museum	Copyrights and other proprietary rights in the content on this web site may also be owned by individuals and entities other than – as well as in addition to – Peabody Essex Museum.	Peabody Essex Museum Terms of Use Policy, http://www.pem.org/homepage/terms.php , June 10, 2009
Philadelphia Museum of Art	Copyright and other proprietary rights in the Materials may be held by individuals and/or entities other than the Museum.	Web Policy: Copyright, ¶ 1, http://www.philamuseum.org/copyright.html , June 12, 2009
Portland Art Museum	Copyrights and other proprietary rights for the materials on this Web site may also subsist in individuals and entities other than, and in addition to, the Portland Art Museum.	Copyright, http://portlandartmuseum.org/about/copyright/ , June 12, 2009
Saint Louis Art Museum	Copyright for certain images and works of art on the website may be held by individuals or groups in addition to the Saint Louis Art Museum. This includes reproductions of works of art licensed to the Museum by third parties, such as an artist's estate, Visual Artists and Galleries Association, or Artists Rights Society.	Terms of Use, http://www.slam.org/index.aspx?id=190 , August 7, 2009
Seattle Art Museum	Copyright, certain moral rights and other proprietary rights in certain works of art as well as photographs of these works of art, and images of people or places, displayed on this website, may be held by individuals and/or entities other than SAM. This includes reproductions of works of art licensed to SAM by third parties, such as an artist or an artist's estate holding rights to these works.	Terms of Use & Privacy Policy , http://www.seattleartmuseum.org/termsUse/terms.asp , June 22, 2009
	Artists or designated assignors may retain copyright to works of art in the SAM collection, which are protected under U.S. copyright laws, and applicable international treaties. In some cases a signed document of permission may be required from the copyright owner before the Image Rights & Reproduction Department can process your request.	The Collection: Image Rights & Reproductions, http://www.seattleartmuseum.org/Collection/rights.asp , June 22, 2009
Smithsonian American Art Museum and the Renwick Gallery	Copyrights and other proprietary rights in the content of this website may also be owned by individuals and entities other than, and in addition to, the Smithsonian Institution.	Copyright Terms and Conditions, http://www.si.edu/copyright/ , June 22, 2009
Whitney Museum of American Art	Copyright and other proprietary rights may be held by individuals or entities other than, or in addition to, the museum.	Whitney Museum of American Art Terms and Conditions, ¶ 1,

		http://whitney.org/www/information/terms_conditions.jsp , June 8, 2009
Yale University Art Gallery	Copyright and other proprietary rights may be held by individuals or entities other than, or in addition to, the Gallery.	Terms and Conditions, ¶ 1, http://artgallery.yale.edu/pages/terms.html , June 22, 2009

<p>II. User's Responsibility as to Third Party Rights</p> <p>Summary of terms addressing the responsibilities of the user with respect to third party rights holders:</p> <ul style="list-style-type: none"> • Terms and conditions often specify that the permission seeker is the party responsible for determining whether additional parties have rights in an image and for obtaining third party permissions. Some agreements additionally state that users are responsible for guarding against infringements of third party rights. • These terms sometimes inform users of images that they may face legal liability for infringing third party rights. • Terms addressing the user's responsibility for obtaining permission can be qualified by further specifying that third party permissions need be obtained only if the proposed use would not be “fair use” under the Copyright Act. • Several museums affirmatively state that they will assist image users by providing available information regarding third party copyrights. 		
The Art Institute of Chicago	Works owned by museum may be protected by copyright, publication rights, or related interests that are not owned by the Museum. Museum is not giving permission to exploit any third party rights. It is your responsibility to obtain whatever copyright or other permissions may be required.	Image Licensing, http://www.artic.edu/aic/copyright.html , June 5, 2009
Brooklyn Museum of Art	Museum does not warrant that material will not infringe on the copyright and other proprietary rights of third parties. It is your responsibility to determine and satisfy copyright or other use restrictions before use that is beyond “fair use” as understood under the United States Copyright Act.	About: Copyright, http://www.brooklynmuseum.org/copyright.php , June 22, 2009
Cantor Arts Center	In granting permission to publish a facsimile reproduction of an item in its collection, the Center does not surrender its own right to publish the item or to grant permission to do so. Nor does this authorization by the Center remove the author's or publisher's responsibility to guard against infringement of rights that may be held by others.	Application to Publish Facsimile Reproductions, ¶ 5, obtained from Museum, February 4, 2010
Carnegie Museum of Art	Carnegie Museum of Art does not hold copyright for most images in the collection; copyright clearance must be obtained by the applicant.	Rights and Reproductions, http://www.cmoa.org/collections/main_publications.asp , June 22, 2009
The Cleveland Museum of Art	U.S. Copyright law governs the making of copies of copyrighted materials. Digital images in the online system of the Image Library are copyrighted by either the CMA or by an outside rights holder and because of this there are restrictions on their use. The person using the image database is liable for any infringement.	Ingalls Library Policies, http://library.clevelandart.org/ingalls_library/policies.php , June 8, 2009

Detroit Institute of Arts	<p>The DIA will attempt to provide accurate and up-to-date information regarding the copyright status of the specific work requested. However, it is the responsibility of the Publisher to directly contact the copyright owner. Reproductions of all copyrighted works must bear the copyright notice as prescribed by the Copyright Act of 1976.</p>	<p>Print Media, http://www.dia.org/the_collection/rights_and_reproductions/print.asp, June 5, 2009; Electronic Media, http://www.dia.org/the_collection/rights_and_reproductions/electronic.asp, June 5, 2009</p>
	<p>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.</p>	<p>Print Media, http://www.dia.org/the_collection/rights_and_reproductions/print.asp, June 5, 2009; ; Electronic Media, http://www.dia.org/the_collection/rights_and_reproductions/electronic.asp, June 5, 2009</p>
The Frick Collection	<p>Copyright: Where materials are protected by copyright anywhere in the world, TFC will not consent to reproduction for publication unless it is satisfied with the information provided by the applicant regarding the consent of any copyright owners to reproduction for publication. If the Frick owns the copyright, it does not by reason of the delivery of a reproduction assign or license any copyright rights in the item beyond the right to publish in the particular publication authorized. If the Frick does not own the copyright, it is the responsibility of the applicant to ascertain copyright ownership, to obtain consent of any copyright owners to reproduction for publication, and to comply with the pertinent copyright restrictions. The Frick will provide applicants with whatever copyright management information it has and any other restrictions that may apply to the archival materials being requested for reproduction.</p>	<p>Application for Reproduction of Archival Materials for Publication, http://www.frick.org/assets/PDFs/library/archives_pub_app_2004.pdf, June 10, 2009</p>
Georgia Museum of Art	<p>Copyright: The Georgia Museum of Art 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, trademark, or related interests not owned by the Georgia Museum of Art. The responsibility of ascertaining whether any such rights exist and for obtaining all other necessary permissions remains with the applicant. Written notification of permissions granted by other copyright holders must be submitted in advance to GMOA.</p>	<p>Photography and Rights to Reproduction, http://www.uga.edu/gamuseum/collections/rights.html, June 8, 2009</p>
The Getty	<p>Objects appearing in the Images, even if such objects are owned by the Getty, may be protected by copyright, publication rights, or related interests that are not owned by the Getty. The Getty is not giving permission to exploit any third party rights. The Applicant will ascertain whether any such rights exist, pay any royalties or fees claimed by any third party and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of, breaching a duty to, or breaching an agreement with, any third party.</p>	<p>Getty Museum Terms of Use for Print Publication, ¶ 2, http://www.getty.edu/legal/image_request/terms_print.html, June 5, 2009; Getty Museum Terms of Use for Electronic Media or Television/Film/Video, ¶ 2, http://www.getty.edu/legal/image_request/terms_electronic.html, June 5, 2009;</p>

		<p>Getty Museum Terms of Use for Study, Reference, or Lecture Images for Personal Use, ¶ 2, http://www.getty.edu/legal/image_request/terms_study.html, June 5, 2009;</p> <p>Getty Research Institute Terms of Use for Study, Reference, or Lecture Images for Personal Use, ¶ 2, http://www.getty.edu/research/conducting_research/library/rights_repro/terms_personal_use.html, June 5, 2009</p>
	<p>Objects appearing in GRI Images, even if such objects are owned by the GRI, may be protected by copyright, publication rights, or related interests that are not owned by the GRI. The GRI is not giving permission to exploit any third party rights. The Applicant will ascertain whether any such rights exist, pay any royalties or fees claimed by any third party and obtain all other permission required to carry out Applicant's activities without infringing the proprietary rights of, breaching a duty to, or breaching an agreement with, any third party. Applicant will indemnify, defend, and hold the GRI harmless from all costs, charges, fees or expenses (including reasonable attorneys' fees), losses, damages, liabilities, or judgments arising from or relating to any claim, cause, or allegation asserted by a third party against the GRI based entirely or in part on Applicant's exploitation of the Image or Images licensed thereunder.</p>	<p>Getty Research Institute Terms of Use for Print Media, ¶ 2, http://www.getty.edu/research/conducting_research/library/rights_repro/terms_print.html, June 5, 2009;</p> <p>Getty Research Institute Terms of Use for Electronic Media or Television/Film/Video, ¶ 2, http://www.getty.edu/research/conducting_research/library/rights_repro/terms_electronic.html, June 5, 2009</p>
	<p>All parties downloading, printing, or using the Site Content in any manner, represent and warrant that their use will be consistent with this license and that they will not infringe or violate the rights of any other party or breach any contract with or legal duty to any other parties.</p>	<p>Terms of Use/Copyright, http://www.getty.edu/legal/copyright.html, June 5, 2009</p>
The Guggenheim	<p>Editorial Use of the Foundation's Images The Foundation maintains an extensive archive of architecture and art images related to its history and collection, some of which may appear or be referenced on the Site. Subject to the rights of third parties (which are entirely the responsibility of the user), the Foundation makes these available to the public for personal, scholarly, educational, and editorial use.</p>	<p>Terms and Conditions of Use, http://www.guggenheim.org/terms-conditions/, August 5, 2009</p>
	<p>Use of Third-Party Trademarks and Images If you wish to reproduce or otherwise use trademarks and/or copyrighted images that appear on the Site but do not belong to us, you should contact the third parties who are referenced as the rights holders. The Foundation assumes no responsibility for ascertaining whether such rights are valid or for securing such rights on your behalf.</p>	<p>Terms and Conditions of Use, http://www.guggenheim.org/terms-conditions/, August 5, 2009</p>

	Restriction on Rights Granted: To the extent there are additional third party rights holders, User is solely responsible for researching and obtaining necessary permissions, clearing reproduction rights and rendering payments to rights holders as required by law. SRGF reserves the right to require evidence of third party permission before releasing the Image.	Guggenheim Museum Image Archive Agreement, obtained from Museum, November 13, 2009
Hammer Museum	The nature of historical archival and manuscript collections often makes it difficult to determine the copyright status of an item. Whenever possible the CDL and the collection-holding repository provide available information about copyright owners and other restrictions in the metadata associated with digital images, texts, and audio and video recordings. The CDL and the holding repositories provide the aforementioned information as a service to aid users in determining the copyright status of an item. Ultimately, however, it is the user's responsibility to use an item according to the terms governing its use.	Online Archive of California: Copyright Statement and Conditions of Use, http://oac.cdlib.org/about/copyright.html , June 10, 2009
Harvard Art Museum	Third Party Rights. We grant the foregoing limited permission under copyrights we own. Copyright and other rights in the Content may also be held by other individuals or entities, including artists and other holders of rights in art works reproduced on the Site. While we have endeavored in good faith to obtain from such third parties the rights we believe necessary to include their works on the Site, we do not represent or warrant that use of the Content displayed on the Site will not infringe or violate the rights of third parties. You are solely responsible for obtaining all permissions from third parties that may be necessary for any use of the Content you wish to make.	Terms of Use, ¶ 3, http://www.harvardartmuseum.org/home/terms_of_use.dot , June 22, 2009
The Huntington Library and Art Collections	The Huntington's granting permission to publish does not transfer copyright it owns, and permission is granted only to the extent of Huntington ownership of the rights related to the request. Certain works are requested which are physically owned by the Huntington may be protected by copyright, trademark, or related interests not owned by The Huntington. The responsibility for determining whether any such intangible rights exist, for obtaining all necessary permissions, and for guarding against the infringement of those rights that may be held elsewhere, remains with the requester.	Permission to Publish Policy, http://www.huntington.org/huntingtonlibrary.aspx?id=590 , August 7, 2009
Museum of Fine Arts, Boston	All parties using, printing, or downloading materials and/or content from the MFA web pages in any manner represent and warrant (1) that they understand and will observe the limitations on the use of the materials and/or content; and (2) that they will not infringe or violate the rights of any other party.	Web Use and Gallery Photography, http://www.mfa.org/about/sub.asp?key=50&key=1082&topkey=50 , June 22, 2009
North Carolina Museum of Art	The permission does not grant exclusive rights to any publisher or any author to reproduce the object(s). It extends only to such rights the Museum has to authorize reproduction, and does not purport to include any such rights that anyone other than the Museum may have under the laws of any country. The Museum will provide accurate information regarding copyright ownership of	North Carolina Museum of Art Reproduction Permission, ¶ 2, obtained from Museum, February 11, 2010

	the specific work(s) requested. However, it is the responsibility of the publisher to directly contact the copyright owner if the copyright is not owned by the Museum. The Museum assumes no responsibility for any royalties or fees claimed by an artist or on his behalf.	
Portland Art Museum	Certain works of art owned by the PAM may be protected by a copyright not owned by the PAM. Responsibility for ascertaining whether any such rights exist, for paying any royalties or fees claimed by the artist, his or her heirs or estate, and for obtaining all other necessary permissions, remains with the applicant. Permission documents must be submitted along with the application before photographic materials will be released.	Request for Permissions or Images, http://portlandartmuseum.org/about/copyright/request/ , June 12, 2009
Saint Louis Art Museum	Those wishing to use materials presented on the website are responsible for obtaining permission from the Museum and all other applicable third-party copyright holders.	Terms of Use, http://www.slam.org/index.aspx?id=190 , August 7, 2009
Yale University Art Gallery	The Gallery does not warrant that the use of the Materials displayed on the site will not infringe the rights of third parties. For example, the rights to certain works of art, as well as photographs of those works, may be held by the artist or the artist's heirs and not the Gallery. The responsibility for determining whether the Gallery or some other party holds the relevant rights in a work of art or in any of the Materials remains solely with the user. The Gallery will have no responsibility for making any such determination, or in securing rights from a third party, for any user.	Terms and Conditions, ¶ 3, http://artgallery.yale.edu/pages/terms.html , June 22, 2009

III. Disclaimers		
Summary of disclaimer statements pertaining to the rights of third parties:		
<ul style="list-style-type: none"> • Disclaimer statements typically provide that, in allowing the user to make use of its images, the museum does not warrant that use of the image will not infringe upon rights of third parties not owned or affiliated with museum. • Some of these statements further disclaim the museum's responsibility for any claims, royalties, or fees that may be brought by third parties. • Disclaimers also specify that third party rights act as a limitation on any license granted by the museum, in that the museum's permission does not purport to include the rights of the artist or other third parties. 		
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