

Application for Permission to Reproduce Photographs

Electronic publication only

NOTE: Christ Church in all instances retains copyright and publication right for photographs taken by the college or by its authorised agents.

Return this form to:

1. DETAILS OF LICENSEE (Block letters)

Name.	ine Library
Company name:	Christ Church
Address:	OXI 1DP
	UK
	Tel. (01865) 276169
	library@chch.ox.ac.uk
2A. FOR PUBLICATION ON eBook, CD/DVD	
Title & details:	4. DETAILS OF MATERIAL TO BE REPRODUCED
Estimated date of publication:	Christ Church Library shelfmark or reference no., with page or folio nos. (indicate recto or verso), and brief description.
Selling price:	1.
	1.
2B. FOR USE ON INTERNET	2.
Title of site:	_
Internet address (URL):	3.
Users:	
☐ individual subscribers	4.
\square members of licence-holding institution(s)	continue on a separate sheet
\square other (please specify)	continue on a separate sneet
Indicative User: (Please specify the intended type of	
user: e.g. Academic, Public, etc.)	I agree to abide by the conditions stated overleaf. (Please use block letters)
Fees charged (Please specify level of subscription or	NAME
licence fee, or state if access will be free):	SIGNATURE
	This must be the signature of the person making the request.
	A stamped or typewritten signature, or the signature of an
3. RIGHTS REQUIRED (non-exclusive)	agent, is NOT acceptable.
A. One country, one language	DATE
☐ English language: European Union	Permission is hereby granted for the above
□ English language: European Union (incl. UK) & Commonwealth	use.
or □ English language: North America	SIGNED on behalf of Christ Church by
or □ Other single language (please specify)	NAME
B. □ World rights, one language	POSITION
Specify language	SIGNATURE
C. ☐ World rights, all languages*	DATE
Required for non-geographically limited internet content.	

CONDITIONS

- A The Governing Body of Christ Church, Oxford agrees to grant a non-exclusive licence for the territory specified overleaf to the person or company named overleaf as the licensee ("the Licensee") to do the following:
- 1. To record and store the photographic images described overleaf ("the Licensed Images") in digital electronic form; and
- 2. Where the appropriate fee is paid, to reproduce the Licensed Images on the non-electronic product described overleaf ("the Licensed Product"). The duration of this licence ("the Term") is granted in perpetuity, but Christ Church retains the right to review this at any point; and
- **3.** Where the appropriate fee is paid, to transmit the Licensed Images (whether via the Licensed Product or otherwise) on the network or via the internet site specified overleaf ("the Licensed Network") until expiry of the Term.

B This licence is granted subject to the following conditions:

- 1. Direct scanning of an original may be done only by Christ Church Library or its authorised agents. When the source of the image is a photographic transparency or print supplied either directly or indirectly by Christ Church Library, the Licensee is authorised to scan it at whatever resolution deemed appropriate for its publication.
- 2. The Licensee will take all reasonable steps to design the Licensed Product and/or the service offered via the Licensed Network so that the Licensed Images cannot be copied or otherwise extracted in the normal course of use except by printing out pages for personal use.
- **3.** The Licensed Product and/or the service offered will bear a strongly worded notice on any packaging, storage medium, accompanying documentation, initial entry screens and any other entry screens giving access to the Licensed Images. The notice will explain in clear language that the Licensed Images and the contents are protected, and that the following acts in relation to the Licensed Images are prohibited unless specifically authorised in writing by Christ Church Library:
- public performance, public display or broadcast, including transmission via a network other than the Licensed Network;
- the preparation of any derivative work, including the extraction, in whole or in part, of any of the Licensed Images;
- any rental, lease, lending or hire.
- **4.** The Licensee will be responsible for obtaining any necessary consent to its use of the Licensed Images from the owner of any copyright, rights in the nature of copyright or other intellectual property rights in the materials depicted in the Licensed Images, other than the Library's own rights in the images themselves as asserted in (5), and will indemnify Christ Church against any claim which may be made against it should the Licensee fail to obtain such consent or fail to abide by the terms of such consent.
- **5.** All publication rights and all other intellectual property rights worldwide in the Licensed Images as photographed by Christ Church Library or its authorised agents are reserved to Christ Church, Oxford. Each of the Licensed Images will contain or be accompanied by a credit to read: © The Governing Body of Christ Church, Oxford [year of first publication by the Licensee], with the shelfmark and folio or page number or other Christ Church Library reference as given overleaf. Such credit will appear within or next to each of the Licensed Images as they appear on screen.

For Internet access, a link to a full copyright notice—the terms of which must be approved by Christ Church before permission is granted—must also appear with each image.

- **6.** Any correction of or alteration to any of the Licensed Images is subject to the approval of Christ Church Library which must be obtained in advance of publication.
- **7.** Reproduction rights are non-exclusive, and are granted for the Term. Any further renewal term will require a separate written permission from Christ Church Library for which additional fees may be payable. A separate permission will also be required for any product other than the Licensed Product, for any service offered via a network other than the Licensed Network and for any revision, new edition or updating of the product or service licensed pursuant to these conditions.
- **8.** The Licensee will be responsible for ensuring that any manufacturer, distributor or provider of the Licensed Product and/or the Licensed Network and its services will be bound by these conditions.
- **9.** This licence is personal to the Licensee and may not be assigned, transferred or sub-licensed without the prior written consent of Christ Church Library.
- **10.** The Licensee will indemnify Christ Church for any loss which it may suffer as a result of the Licensee's failure to observe and perform the conditions in this section and sections A above and C below.
- **11.** These conditions will be governed by and interpreted in accordance with the laws of England.

C In consideration of this licence:

- 1. The Licensee will pay Christ Church Library the licence fee set out overleaf. The licence fee is payable within thirty days of receipt of the Licensed Images and does not include photographic charges which are payable in addition and will be invoiced to the Licensee separately.
- **2.** On publication of any Licensed Product, a copy of the whole work will be provided free of charge to Christ Church Library or to the Bodleian Library, Broad Street, Oxford, OX1 3BG, as indicated in the letter granting the licence. This condition may be waived in writing at the discretion of Christ Church Library. The copy must be provided with a licence allowing its use over the Oxford University Network.

On making the Licensed Images available on any Licensed Network, the Licensee will grant access from the Oxford University Network free of charge for the Term, unless Christ Church Library waives this condition in writing.

Christ Church is committed to protecting the personal data of our students, staff, and visitors. Our general Privacy Policy can be found here: https://www.chch.ox.ac.uk/privacy-policy

Fees for Reproduction from Christ Church Photographs

Electronic

Rights

A. One country, one language (EU = one country)

£40

B. World, one language

£80

C. World, all languages

£100

- Non-exclusive, one-time fee.
- Rights may be renewed for further terms at 60% of standard fees at time of renewal.
- VAT is chargeable where appropriate.
- A sliding scale of discounts is allowed on 10 or more images to appear in one work.
- These rates are for editorial use only. For use in advertisements refer to the Library.

For any other electronic use which falls outside the bounds of the above form, a fee or a license agreement should be negotiated with the Library.