

## Bridgeman Education

17-19 Garway Road, London, W2 4PH, United Kingdom

T: +44 (0)20 7727 4065 F: +44 (0)20 7792 8509 W: [www.bridgemaneducation.com](http://www.bridgemaneducation.com)

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# Bridgeman Education Site License Agreement

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- (a) **"Image(s)"** means any photograph, slide, transparency, negative, computer-generated facsimile, design or other representation, record or copy in any medium now known or hereafter invented including electronic and digital mediums which depicts the Subject Matter;
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- (e) **"The Institution"** shall mean The Institution in receipt of this consignment or Licensee
- (f) **"Authorised End User"** means only persons currently enrolled or employed by The Institution in a research or educational faculty.
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4. The Institution will ensure that only "Authorised End Users" have access to the images and that they are used in accordance with the terms of this contract.

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5. The copying or reproduction for any other purpose than "The Authorised Use" by whatever means of the Images is strictly forbidden.

6. Any rights or permissions granted to The Institution shall be non-exclusive one year term educational rights for "The Authorised Use" only.

7. The Institution shall ensure that credit to BAL is given in relation to every Image used and appears as: © Bridgeman Images. The Institution shall not use BAL's name or similar name in any other manner in connection with any non-educational or Authorised Reproduction.

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10. Record maintenance by Institution

The Institution may elect to enter and maintain its own records for files owned by BAL. All records added by The Institution to files owned by BAL are contributed on a one year license, but subject to the flexibility of the termination agreement.

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11. BAL does not make or give either expressly or impliedly any warranties that any rights to reproduce the paintings depicted in the images have been granted; nor does it warrant that no third parties own rights in the paintings therein depicted. In addition, BAL makes no claim or warranty with regard to the use by The Institution of names, people or trademarks depicted in the image. It is entirely the responsibility of The Institution that it should not use the images in any way as may result in any breach or infringement of the moral rights of any artist or his successors. In the event that the image is used by or with the authority of The Institution, then The Institution shall indemnify BAL against any loss, damage, proceedings or costs where such rights, releases or consents have not been obtained due to its negligence or act of omission.

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14. Except for any liability which cannot by law be excluded or limited, BAL shall on no account be liable to The Institution or any other third party claiming through it for indirect, incidental, special or consequential damages arising out of, or relating to the use of the images, whether framed as a breach of warranty, in tort, contract, failure of essential purpose, or otherwise. In no event shall BAL's liability for any image provided hereunder exceed the charges and fees for such image set out in these terms and conditions or any related agreement.

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15. The Institution represents to BAL that its computer system which stores the images will be secured as such to prevent access by any person other than an "Authorised End User" and that it shall inform "Authorised End Users" about the terms and conditions of use of this resource. During the terms of this Agreement, The Institution will continue to make reasonable efforts to prevent unauthorised access and to ensure its "Authorised End Users" are so informed.

### Charges and Taxes

16. The Institution shall be solely liable for any state or local sales, use or other taxes of a similar nature that may be due on account of the Institution's use of the Images and other services provided under this Agreement.

### Termination

17. In the event of termination or non-renewal, the Online Platform of images will cease to be available. (i) Any images used in student's coursework throughout the year may be kept only as part of the coursework. (ii) Any teaching material containing the images may be kept for historical purposes provided it is not used for subsequent year's teaching purposes. (iii) Any tutor wishing to re-use the teaching material may do so subject to consent by BAL and the payment of a reduced fee to be negotiated between the parties. (iv) Any individual images can be relicensed subject to negotiation with BAL. (v) Existing teaching material can be reviewed for student revision purposes subject to agreement by BAL.

The Institution may terminate this Agreement with immediate effect by giving written notice to BAL if BAL breaches any provision of this Agreement and fails to take reasonable steps to remedy the breach within fourteen (14) days after receiving notice to do so. The Institution will be refunded on any fees paid to BAL on a pro rata basis up until the date of termination.

### Miscellaneous

18. These Terms and Conditions will terminate immediately if The Institution: (a) enters into voluntary or compulsory liquidation; (b) has a receiver appointed; or (c) fails to perform any of its obligations under these Terms and Conditions. Subject clause 17 in the event of termination, all rights granted under these Terms and Conditions shall immediately revert to BAL and any further exploitation of any reproduction shall constitute an infringement of copyright.

19. Subject to clause 17, any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising in respect of any Image from the use by The Institution of such Image shall rest with BAL and The Institution hereby assigns all such right arising to BAL. The Institution undertakes that it shall do all such acts and execute any documents reasonably required by BAL to give effect to this Condition.

20. The Institution agrees to receive email or postal updates as to new images added to the Online Platform or other appropriate information connected with provision of the service or other BAL activities.

21. These Terms and Conditions shall be governed by the law of England and the parties agree to submit to the jurisdiction of the English courts.

22. The Institution agrees to pay BAL any and all costs expenses and reasonable attorney's fees paid or incurred by BAL in enforcing or endeavouring to enforce this agreement.

23. These conditions may not be varied or modified except by a written agreement signed by both BAL and The Institution. They do not constitute a partnership, agency, relationship or joint venture between the parties.

### Acceptance

By subscribing or logging into the Bridgeman Education platform, The Institution hereby accepts the terms set out in the Agreement as defined above.