Bridgeman Education Site License Agreement

Licensing Digital Images for Educational Use

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Editions are delivered at The Institution's request. The Institution shall be deemed to have accepted BAL's Terms and Conditions outlined in this Agreement once access to the Online Platform is made available to The Institution. Images and the Online Platform are the sole property of BAL or those for whom it acts as agents. No other rights are permitted other than expressly cited in this agreement.

Definitions

For the purpose of this Agreement:

(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;

(b) "Subject Matter" means any subject matter contained within the Image, including but not limited to a person, painting, drawing, sculpture, photograph, poster, piece of furniture, archaeological piece, manuscript or subject matter which may be depicted in an Image.

(c) "Reproduction" includes any form of publication or copying of the whole or part of any image whether altered or not, and derived from any Image whether by printing, imagery, slide projection (whether or not to any audience) xerography, browsing for study purposes, artist's reference, layout or presentation, electronic or mechanical reproduction or storage by any other means;

(d) "BAL" shall mean The Bridgeman Art Library Ltd and its subsidiaries.

(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.

(g) "Authorised Use" means access to images solely by "Authorised End User" for educational or research use and limited to browsing, copying and reproduction in unpublished course work, display and presentation in classroom. Images may be downloaded and integrated into the Institution's secure internal image database in accordance with these terms. Images may not be made public in any way and specifically not on the internet.

(h) "Online Platform" means the secure online service found at the web address www.bridgemaneducation.com containing BAL's collection of images.

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1. Images will be delivered by the Bridgeman Education Online Platform.

2. The Institution acknowledges that prior to any consent for reproduction of the Images coming into existence: (a) it has been afforded a reasonable opportunity to inspect the Images or to have them inspected by experts; (b) it has in fact inspected the Images or had them inspected; (c) it has satisfied it'self by such inspection as to the nature and quality of the Images as to their fitness for their intended purpose; and (d) it has not in any way relied upon the judgment of BAL as to the suitability and fitness of the Images for their intended purposes and uses.

3. Images supplied in any format do not need to be deleted or returned to BAL unless The Institution is not happy to comply with the Terms and Conditions set down herein; or unless the License has expired and it does not wish to renew the License. In such an event it should contact BAL immediately in order to arrange delete or return of the Images or any copies of the Images (see Termination clause below).
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.

**License for Use of Images**

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.

8. Images shall not be loaned, rented, delivered, supplied, sold or otherwise disposed of and no use whatsoever shall be made of them by The Institution without prior written consent of BAL, nor shall the Image be altered or manipulated, added to, or have any part deleted without the prior written consent of BAL.

9. Any “Authorised Use” that may be granted as referred to in the definition is not assignable by The Institution to any third party without the prior written consent of BAL.

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.

**Warranties and indemnities**

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.

12. BAL charges a fee only for providing access to the images. If any copyright holder believes that they have rights to any images displayed or act as agent for any images displayed, They must write to the Bridgeman Art Library Copyright Service with proof of ownership upon sight of which we will remove any works displayed or insert the appropriate credit should the copyright holder wish to have the images remain there.

13. Images kept or stored in any way by the Institution, will remain under the sole control, protection and administration of The Institution.

**Limitation of liability**

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.
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.