



Museum of Comparative Zoology (MCZ)
Harvard University
26 Oxford Street, Cambridge, MA 02138

Attn: Office of the MCZ Director
Phone: (617) 495-2460
Email: maja@oeb.harvard.edu

Reproduction Request for Commercial Use

Name	Date		
Address			
City	State/Province	ZIP/Postcode	
Country	Phone #	Email	

I am requesting permission to reprint:

Materials downloaded from MCZ online platforms or reproduced from MCZ publications as described below

New photograph	Photograph taken by MCZ staff?	Yes	No
New X-ray	X-ray taken by MCZ staff?	Yes	No
New CT-scan	CT-scan taken by MCZ staff?	Yes	No

Note: In the event that you or a third party create the media, you or the third party will be required to assign the copyright to Harvard.

Description of MCZ Material Requested (use separate sheet if necessary)

If written materials, please indicate the title, author, volume, volume number, year, and selection. Include specific catalog numbers where applicable (e.g., MCZ:Mamm:1234).

Description of proposed use of the material(s)

Textbook Tradebook Periodical Film/video Other (specify)

Title

Author or compiler

Edition

Publisher

Address

Date to be published/released

Circulation

Up to 1,000

1,001 to 100,000

More than 100,000

MCZ will inform you (the "Licensee") in writing whether MCZ will grant permission to use the materials described above (or some subset thereof) (the "Materials") in the project described above (the "Project"). Please note that there may be a fee associated with the use. If and only if MCZ grants such permission to Licensee in writing, then the following terms and conditions (the "Terms") will apply:

- Copyright.** In the event that Licensee created the Materials, Licensee promises to assign and hereby does assign to MCZ all right, title, and interest held by Licensee in and to the Materials. In the event that Licensee contracted with a third party to create the Materials, Licensee is responsible for ensuring that such third party assigns all right, title, and interest held by the third party in and to the Materials to MCZ prior to Licensee's use of the Materials. The Permission (defined below) is contingent on assignment to MCZ of all right, title, and interest in the Materials.
- License.** MCZ hereby grants to Licensee a worldwide, royalty-free, non-sublicensable, non-transferable, non-exclusive license to reproduce and share the Materials one time and solely in connection with the Project, subject to the restrictions in the permission granted by MCZ (the "Permission") and these Terms. MCZ grants the license herein to Licensee only to the extent MCZ has the rights to do so. Licensee acknowledges that the Materials or the objects depicted in the Materials may be subject to third party rights not held by MCZ, including but not limited to artists' right of attribution or control and rights of privacy or publicity. Licensee is solely responsible for ascertaining whether any such rights exist and for obtaining all other necessary permissions prior to use of the Materials.

3. **Fee.** In consideration for the license described above, Licensee agrees to pay MCZ the fee given in the Permission prior to receipt of the Materials.
4. **Limitations on License.**
 - a. The license granted herein is for use of the Materials in connection with the Project, as described in the Permission; license for use of the Materials in additional projects, editions, or other derivative works must be requested and granted separately. Licensee may not reproduce copies of the Materials, nor grant third-parties permission to copy or otherwise use the Materials, unless the Permission specifically permits those uses. Licensee agrees that the only portion of the Materials Licensee will use in the Project is that which is identified in Licensee's request or, if narrower, in the Permission.
 - b. MCZ may request that the Licensee submit samples, proofs, or layouts in advance of publication or distribution of the Project. MCZ shall have the right to approve the samples for quality and adherence to these terms. MCZ may revoke the Permission in the event that the use of the Materials in the Project does not meet the requirements set out in these Terms or if the proposed use of the Materials would otherwise be detrimental to the collection or the reputation of MCZ. Licensee shall not use the Materials until the samples have been so approved.
5. **No representation or warranty; disclaimer of warranty.** MCZ has no objection to Licensee using the Materials in the Project. MCZ makes no representation or warranty that it has the right to grant rights belonging to any persons featured in the Materials, or their heirs, agents, or representatives as to such matters. MCZ disclaims all warranties of any kinds (express, implied or otherwise) regarding the Materials or these Terms, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, ownership and non-infringement.
6. **Technology.** Licensee agrees to employ technology, to the best of Licensee's ability, that will prevent copying of the Materials from the Licensee's use in the Project.
7. **Attribution.** Licensee must credit the Materials as follows: "**Museum of Comparative Zoology, Harvard University,**" and include the following copyright credit line: "**© President and Fellows of Harvard College,**" unless the Permission says otherwise. Failure to insert proper copyright credit line and caption information may result in a revocation of this license. The caption must appear as outlined in the following:
 - a. Published hard copy materials: the credit line must appear directly under the Materials, on the page facing, on the reverse, in a list of illustrations, and/or in an appendix.
 - b. eBook: the credit line must appear on the same or facing page as the Materials, or on a separate photo credits page.
 - c. Exhibitions: the credit line must appear in the exhibition area, preferably directly below or adjacent to the original copy.
 - d. Web: the credit line must appear adjacent to the Materials.
 - e. Native Applications (Apps): the credit must appear either adjacent to the Materials or in a "Sources of Illustrations/Images" section.
 - f. Video: The credit line must appear in the broadcast credits and consist of the following: "Museum of Comparative Zoology" and the Object Number(s), if applicable.
 - g. PowerPoint: the credit line must appear on the same slide as the Materials or on a separate photo credits slide.
 - h. Audio/podcasts: the credit line must appear in show notes.
 - i. All other methods of publication not mentioned here: contact MCZ to determine how credit should be given.
8. **Name, logos.** The Licensee shall not use or register the name "Harvard" (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify MCZ, Harvard or any Harvard school, unit, division or affiliate ("Harvard Names") for any purpose except with the prior written approval of, and in accordance with restrictions required by, Harvard. Licensee may not take any actions that imply that Licensee's use of the Materials suggests any endorsement or sponsorship by Harvard of Licensee, the Project, or any commercial project or enterprise, or that imply that Harvard concurs with the opinions expressed in, or confirms the accuracy of, the Project.
9. **Term.** Licensee agrees that unless the Project is published within two years from the date of the Permission, the license granted herein shall automatically terminate.
10. **Final Project.** The Licensee must submit one copy of the completed Project or a link to the Materials, as published, to MCZ. Exceptions may be made for Projects with a limited print run or other constraints, in which case a PDF copy emailed to MCZ will suffice; these exceptions will be determined on a case-by-case basis.
11. **Indemnification.** The Licensee agrees that in all instances, it will hold MCZ and the President and Fellows of Harvard College, its officers, members of governing boards, agents and employees, harmless against any and all claims, costs (including attorneys' fees and court costs), liabilities, losses or damages of any nature arising or resulting from the use of the Materials, and shall indemnify such parties for any and all claims, costs (including attorneys' fees and court costs), liabilities, losses and damages arising or resulting from any such use.
12. **General.** These Terms, together with the relevant Permission, express the complete understanding of MCZ and the Licensee with respect to the subject matter hereof and supersede all prior communications and agreements, written or oral. All rights not expressly granted in these Terms are reserved to MCZ. MCZ may modify these Terms at any time with notice to Licensee. No waiver of any term or provision of these Terms will be deemed a waiver of such term or provision at any future time, or of any other term or provision of these Terms. If any provision of these Terms is found to be invalid, it shall be replaced with a valid provision that most nearly effects the parties' intent. These Terms shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of laws rules).

Signature of Applicant

Date

Fee Assessed

Signature of Harvard Museum of Comparative Zoology Representative

Page 2 of 2