

National Academy Museum  
Rights and Reproductions  
1083 Fifth Avenue | New York, NY 10128  
Tel: 212/369-4880 | Fax: 212/360-6795

**CONDITIONS FOR REPRODUCTION (PRINTED MATERIAL)**

Permission to reproduce, if granted, is based upon the condition that the Applicant agrees to abide by all the regulations established by the National Academy of Design (the 'Academy'). Any breach of these regulations will result, at the sole discretion of the Academy, in revocation of permission to reproduce. Payment of appropriate compensation or damages to the Academy by the Applicant may also be considered.

---

1. All requests must be made in writing. Please state the title, the artist's name, the accession number, the intended use and/or publishing details, and type of photographic material needed (e.g. transparency, slide, B&W).
2. The Academy, in its sole discretion, reserves the right to refuse any request and/or permission, as it may deem advisable in the best interest of the Academy. The Academy also reserves the right to refuse permission for further applications from a publisher or other applicant if the quality of reproduction did not meet, in its opinion, the Academy's standards.
3. The Academy will not grant exclusive right to reproduce any works of art in its collection. Permission to reproduce is granted for one time, one publication, single edition and in one language only. Applicant must re-apply for further editions, revised editions, and additional languages, which are subject to a new contract, fees, and approval.
4. The Academy will not supply images of works in its collection to companies or individuals operating an image rental and/or sales service or for any use which appears susceptible to unauthorized use. In signing, the Applicant represents that no such use will be made of any image obtained from the Academy.
5. Reproduction from printed or from photographic materials not supplied by the Academy is strictly prohibited. Reproduction of a black-and-white image previously obtained from the Academy is permitted only when the Applicant can provide verification that the photographic material was supplied by the Academy.
6. Transparencies remain the property of the Academy and must be returned by the due date. If lost or damaged, the applicant will be subject to the current replacement cost. Transparencies must not be duplicated.
7. Compact discs containing digital images of works in the Academy's collection must be destroyed or returned at the completion of the project. If a digital image was downloaded and saved in the Applicant's hard-drive, the saved file must be deleted at the completion of the project.
8. The Academy reserves the right to limit the number of images of works in its collection to fewer than 25% of the total images to be included in any single project.
9. Black and white photographs may be purchased and, if reproduced, reproduction must be full-tone.
10. The reproduction must not be reproduced on colored stock.
11. The image may not be reproduced larger than the size of the original work.
12. The image must be reproduced without bleeding, overprinting or alteration or any kind. Permission must be obtained for cropping an image. If the image is cropped, the word 'detail' must appear with the full credit line. Under most cases, cropping may only be approved if the image is reproduced in its entirety elsewhere in the publication.
13. A color proof must be sent to the Academy for review and approval. If supplied, the transparency must accompany the proof. Once it has been reviewed, the proof will be returned to the Applicant with approval or instructions for color correction.
14. Preliminary copy and layout for any associated advertising or promotion in which the image appears must be submitted to the Academy for approval prior to publication.
15. Special permission is required for frontispiece, cover use; commercial products (e.g. calendars, note cards, etc.). Final layout must be sent to the Academy for review and approval.
16. The object caption and credit line must accompany the reproduction, and must appear either in immediate proximity to the image or in a section devoted to acknowledgments.
17. In the case of works of living artists and/or subject to the 1978 Copyright Act, the Applicant must obtain permission from the artist, their agent or copyright owner. The Applicant must provide a copy of the permission to the Academy.
18. The Academy makes no warranties or representations and will not be liable for claims against the Applicant or the Academy by third parties (including artists, their agents or estates). The Applicant agrees to indemnify the Academy and hold it harmless against any and all such claims and costs including copyright infringement claims arising out of Applicant's reproduction of the work(s) of art in question.
19. Two complimentary copies of the publication in which the Academy's work of art is reproduced must be sent to the Academy.
20. Any special conditions listed on the contract supersede the terms and conditions stated above.