



Brooklyn Historical Society Rights and Reproductions Policy

revised November 2019

General

The Brooklyn Historical Society (“BHS”) provides reproduction and photocopying services for materials contained in its collections (the “Collection Materials”) for educational, personal, and commercial use to the extent permitted by U.S. Copyright Law, other applicable law, and BHS policies. This Rights and Reproduction Policy (“Policy”) sets forth the terms and conditions under which BHS will permit its Collection Materials to be reproduced.

All applicants who request reproduction(s) of Collection Materials agree to be bound by the terms and conditions set forth in this Policy. Failure to comply with this Policy shall result in immediate revocation of the permission for reproduction granted and require surrender of all reproductions of Collection Materials. If an applicant acts on behalf of a third party, this Policy shall apply to both the applicant and the third party. BHS reserves the right to modify this Policy and the Reproduction Request [Application Form](#) without notice.

Copyright Protection

Certain Collection Materials may be protected by copyright, trademark, or other intellectual property rights (collectively, the “IP Rights”) not owned by BHS. BHS can only grant permission to reproduce Collection Materials that are either in the public domain or for which BHS is the owner of the IP Rights.

If a reproduction request is made for Collection Materials whose IP Rights holder(s) are either not BHS or unknown to BHS, BHS can grant such request only if written permission for reproduction from such IP Rights holder(s) is provided to BHS. The responsibility for locating the IP Rights holder(s) and obtaining all necessary written permissions remains solely with the applicant. All Collection Materials or portions thereof must be reproduced unaltered unless approved in advance by a member of the BHS Collections Staff (the “Collections Staff”). Reproduction is carried out only by the Collections Staff unless approved otherwise in advance by the Collections Staff.

Right to Refuse

BHS strives to make all Collection Materials available for reproduction to the extent permitted by law, especially as such reproduction furthers its mission. However, BHS also recognizes that certain copyright and condition circumstances may limit its ability to do so. Therefore, BHS reserves the right to refuse reproduction requests or impose additional condition restrictions, as those restrictions might fulfill the best interests of BHS and the Collection Materials. Such determination shall be made solely by the Collections Staff.

Reproduction and Publication Permission

Permission for reproduction is non-exclusive, and is valid only for the applicant to whom it is specifically issued. Permission may not be transferred, assigned, sold, or otherwise disposed of without the prior written consent of BHS. Permission is granted only for a Single Use (as defined below) of the reproduction for the expressed purpose(s) set forth in the [Application Form](#). A “Single Use” is defined as a publication or product having a single physical format, a single date of production, and a single market. Any subsequent or different use, including subsequent editions, editions in a different physical format, or editions in a different language constitutes a re-use and a new application must be made and approved, with the appropriate fees paid.

Permission does not transfer any underlying rights in the Collection Materials; in providing the reproductions, BHS does not surrender or otherwise limit its own rights, and retains its own full rights in the Collection Materials, including, but not limited to, the right to publish the Collection Materials and to publicly display the Collection Materials.

BHS may grant rights to publish Collection Materials pursuant to this Policy. Rights to publish are granted only for a Single Use for a period not to exceed ten years for the express purpose(s) set forth in the [Application Form](#).

Application Procedure

All requests to reproduce Collection Materials must be submitted on the [Application Form](#). Fees shall be charged in accordance with the [Fee Schedule](#), and must be paid in full in advance. No permission shall be valid until the Application Form is approved by the Collections Staff and full payment of the applicable fees is received by BHS.

Privacy and Publicity Rights

An individual depicted in a reproduction has certain privacy and publicity rights pursuant to federal and applicable state laws. BHS reserves the right to require a release from individuals whose privacy and publicity rights may be violated by the use of the reproduction; if such a release is not provided to BHS, BHS reserves the right to refuse granting the reproduction request. The responsibility for obtaining such a release remains solely with the applicant. BHS extends the privacy and publicity rights to include ceremonial objects and rites of cultural groups and requires the permission of that group before granting reproduction requests.

Releases and Indemnification

BHS makes no warranties or representations of any kind, and assumes no responsibility whatsoever, for claims against the applicant or BHS arising out of or in connection with the content of the reproductions.

The Collection Materials may be subject to IP Rights, property rights, or other rights belonging to third parties (collectively, “Third-Party Rights”). BHS makes no representations or warranties of any kind that it owns or grants any Third Party Right(s) to the applicant.

The applicant is solely responsible for determining whether the reproduction and use of requested materials require the consent of holders of Third-Party Rights and for obtaining such consent.

The applicant further agrees to protect, defend, indemnify, save, and hold harmless BHS against any actual or alleged infringement of any patent, copyright, trademark, trade secret, or any other proprietary rights or any violation of a right of privacy or publicity, including all costs and reasonable attorneys' fees, arising out of or in connection with BHS's grant of reproduction permission and/or the applicant's use of such reproduction.

Miscellaneous

This Policy and the Application Form collectively constitute the entire agreement and understanding between BHS and the applicant with respect to the subject matter hereof (the "Agreement") and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter in any way. The Agreement, its validity and effect shall be interpreted under, and governed by, the laws of the state of New York and shall be considered to have been made and accepted in New York.

Any and all disputes arising out of or in connection with the Agreement shall be settled by arbitration in New York, New York, pursuant to the rules of the American Arbitration Association in effect at the time arbitration is demanded.