PERMISSION FOR PHOTOGRAPHY IN THE GALLERY

Rights and Reproductions Department, National Gallery of Ireland Merrion Square West, Dublin 2, Ireland

Tel: +353 (0)1 6633526/6633527 Fax: +353 (0)1 6629072 E-mail: rights&reproductions@ngi.ie

PHOTOGRAPHY AGREEMENT

Parties: The National Gallery of Ireland and (Photographers name, address and telephone number):					
The Photographer () has requested permission from the National Gallery of Ireland to photograph various items/objects in its collections for the following purposes:					
The Work(s):					
Use (name of publication/size/precise useetc)					
Term: (i.e. proposed period of use)					
Territory:					
Number of photographs: (i.e. proposed number to be finally used)					
Dates: (i.e. proposed dates of shoot(s))					
The Photographs: (i.e. the photographs taken or to be taken by the Photographer at the National Gallery of Ireland)					

The National Gallery of Ireland has agreed to permit photography for the above purposes on the following terms:

It is agreed as follows:

1. Liaison

The National Gallery of Ireland appoints [] as its representative in dealing with the Photographer (Staff member is 'The Designated Officer').

2. Assistance Given

The National Gallery of Ireland will assist the Photographer so that the Works can be photographed.

3. Works of Art

Paintings must not be removed nor can their glass be removed save with the assistance of the National Gallery of Ireland's curatorial staff first approved by the Designated Officer.

4. Compliance by the Photographer

The Photographer shall comply with:

- The directions of the Designated Officer and the curatorial and security staff at the National Gallery of Ireland.
- The Gallery's regulations for visitors and the health and safety/fire and other regulations and applicable by-laws and statutes available.

5. Assignment

The Photographer hereby assigns the National Gallery of Ireland with full title guarantee by way of present and prospective assignment of copyright and publication right worldwide together with any renewals thereof:

- The copyright in all photographs taken by the Photographer at the Gallery whether or not on the dates
- The Copyright in all photographs taken by the Photographer other than at the Gallery of the works and of any paintings, objects or other items in the Gallery's collection whether or not on display ('the Objects') and
- All and any publication right arising is respect of the works or the Objects by virtue of their first or communication to the public in the form of photographs.

6. No consent given to third parties

It is acknowledged and declared that any publication of the Photographs by any third party is and shall be without the consent of the owner of the material depicted in the photographs whether or not such publication or communication to the public shall be a restricted act within the meaning of the Copyright and Related Rights Act 2000.

7. <u>Licence to the Photographer</u>

In consideration of the above, The National Gallery of Ireland grants the Photographer

[] a non-exclusive licence to publish the photographs limited to the Use,
Term, Territory and Number of Photographs to be published as set out in the Background on the
previous page.

8. Credit

The Licence is conditional upon the following credit being given to the National Gallery of Ireland © National Gallery of Ireland, date

9. Restriction

The licence granted is personal to the Photographer who may not assign his/her rights as licencee nor may the rights granted by this agreement be assigned, sub-licenced or otherwise to anyone else save with the prior written consent of the National Gallery of Ireland

10. Details of Publication

The Photographer undertakes to supply the Museum with full details of the publication detailed in the Background, its expected date of publication and two copies of the publication.

11. Warranty

The Photographer warrants that all information given to the National Gallery of Ireland prior to the date hereof or with regard to the intended use of the Photographs is true and accurate in all respects. The Photographer further warrants that he/she is not taking any photographs pursuant to any contract of employment.

12. <u>Indemnity</u>

The Photographer shall indemnify the National Gallery of Ireland against any loss, claim, damage, cost, proceedings or expenses incurred by reason of any breach of this agreement by the Photographer or any act or omission of the Photographer at the Museum in carrying out the proposed photography.

13. Third Party Rights

The National Gallery of Ireland does not, generally, own the copyright in any works of art or objects in its collections where copyright subsists. The Photographer acknowledges that it is his/her responsibility, therefore, to secure any relevant copyright permissions from the Design and Artists Copyright Society or the relevant copyright owner. The Photographer further undertakes, in relation to the use of any persons depicted in the Photographs, to secure the necessary model releases.

14. Proper Law

This licence shall be governed by the laws of Ireland, whose courts shall have jurisdiction in the event of any disputes.

Signed: Photographer:	
In the presence of:	
Witness:	