



Collections Research, Duplication, and Use Policy

The Birmingham Museum holds in its collection a variety of materials related to Birmingham's story. These include three-dimensional objects, photographs and images, archival materials, and audio, video, and digital materials (see also the Birmingham Museum Collections Policy, https://cms7files1.revize.com/birmingham/Document_Center/Birmingham%20Museum/About%20Us/20201202-FINAL%20Collections%20Policy.pdf). The museum's collection and archives are not open to the public; however, the museum provides research services, duplication, and authorizes personal and commercial use, reproduction, and publication of certain materials.

The museum receives requests from individuals, businesses, and institutions that include property history, genealogy, or personal interests. We also work with researchers, journalists, and writers working on special projects and publications. Because the nature of our collection is local, and primarily collected and donated to the Birmingham Museum by individuals over time, it is not necessarily comprehensive. It does, however, include a wide variety of unique objects, photographs, and archives that are not available elsewhere.

This policy provides general guidelines regarding the process for initiating a research request to be conducted by museum staff. Requests are handled in the order they have been received, with City of Birmingham requests being a priority. Research inquiries can vary widely in scope and in required staff time; therefore, a process and fee structure has been developed to address this. Answering individual research queries is a labor-intensive process, however, many requests can be satisfied within the first hour of research and for minimal duplication fees. Some projects involve greater artifact handling requirements, high resolution reproduction of images, shared copyright, publication and/or use authorization, or other commercial uses that result in higher fees. Pre-payment is required for all order fulfillment, and can be made online at <https://bhamgov.wufoo.com/forms/waeoq401wi6gzh/> or by check, payable to *The Birmingham Museum, 556 W. Maple Road, Birmingham, MI 48009*.

Research Request Process and Required Forms

A **Research Request Form** (see attached) is completed by the applicant outlining the nature of the request. Museum staff are available to answer questions about the form or to define the request.

Museum staff will do a cursory review of materials to help determine whether we can meet the request and contact the applicant to clarify (in general) what is available. There is no charge for this service. If the applicant wishes to pursue the research, museum staff will return the Research Request Form with invoice detail showing expected charges for research and materials duplications or digitization. The research request order is fulfilled upon receipt of payment.

When the request involves publication or reproduction of images for personal or commercial use, a two-page **Image Request and Terms of Use Agreement Form** (see attached) is also required. The applicant specifies the nature of use, time frame, terms, and other details. The Museum Director determines applicability of shared copyright and related publication issues and any applicable fees. The authorized Image Request form is returned to the applicant upon receipt of payment, is for one time use only, and expires after the specified use is complete. In the case of use by some non-profit organizations, the Museum Director determines on a case-by-case basis whether fees may be waived or reduced in lieu of promotion or other mutual considerations.

Fees (subject to change on an annual basis)

Research: \$30 minimum, up to one hour, \$30 each additional hour.

Duplication (photocopies): black/white copies, \$.25, color, \$.50 per copy.

Digital scans (approved Image Request and Use Agreement is required):

\$20 per scan (personal use)

\$50 per scan (commercial use)

Use Fees: may also apply and are determined by planned use.

Friends of the Birmingham Museum receive a 15% discount on all research fees and costs except photocopy fees, which are set by the City of Birmingham.

Copyright

It is the applicant's responsibility to assess whether copyright restrictions apply to any materials provided through a research request by the Birmingham Museum. The applicant agrees to obtain all intellectual property rights, including copyright, from the rights holder(s), which is not necessarily the Birmingham Museum. However, the Birmingham Museum reserves the right to refuse to accept a copying order if in its judgment, fulfillment of the order would involve violation of the copyright law.

The copyright law of the United States (Title 17 U.S. Code) governs the making of photocopies or other reproductions of copyright material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be used for any purpose other than private study, scholarship, or research. If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use" that use may be liable for copyright infringement.



RESEARCH REQUEST & DUPLICATION FORM

Please contact the museum for assistance in completing this form at 248-530-1928 or 248-530-1682 or via email at lpielack@bhamgov.org.

Date of request: _____

Applicant Name: _____

Phone: _____ Email: _____

Address: _____

Information requested: _____

Duplications requested: _____

Info available: _____

Research time/units (\$30 per hour) _____ **TOTAL RESEARCH:** _____

Duplications: (Copies: b/w _____ X @.25 color _____ X @.0.50) **TOTAL COPIES :** _____

Photo Prints*: (high quality print on 28# stock, \$20 ea.) _____ **TOTAL PRINTS:** _____

Digital Images*: (\$ 20 ea., personal use) _____ **TOTAL SCANS:** _____

(\$ 50 ea., commercial use) _____

***An Image Request and Use Agreement is required for all photographic prints and digital images.** An additional use/publication fee may also apply. Applicant agrees to credit the Birmingham Museum for any/all written materials or publications using material provided by the Birmingham Museum's collection. It is the applicant's responsibility to determine whether copyright restrictions apply to any materials requested or provided by the Birmingham Museum.

TOTAL CHARGES: _____ Paid by: ___ check ___ electronic pmt (can be made securely online at <https://bhamgov.wufoo.com/forms/waeoq401wi6gzh/>).

Date Paid: _____ Staff: _____

IMAGE REQUEST & TERMS OF AGREEMENT FORM

Birmingham Museum
556 West Maple
Birmingham, Michigan 48009



Applicant Name: _____
Institutional Affiliation: _____
Address: _____

Phone: _____
Email: _____
Date of Application: _____

This Agreement pertains to the reproduction or use of images relating to the Birmingham Museum as specified below in the Statement of Intended Use. Permission is granted in accordance with the conditions listed, which must be agreed to by the applicant in advance.

Authorized by _____
Title: _____

You have requested permission to recreate or publish photographic images relating to the Birmingham Museum, or its archives, collection, objects, exhibits, displays, or other material. Please note the sections below, "Description" and "Purpose of Use."
NOTE: See attached "Image Request & Terms of Agreement Conditions" as part of this entire Agreement.

PUBLICATION CREDIT: All printed publications of image/s provided must be clearly visible and credited as follows: "**Courtesy of Birmingham Museum.**" See Conditions for additional information.

The terms of the Agreement are not transferable. Review, sign, and return the form to the Birmingham Museum via surface mail or electronically to lpjelack@bhamgov.org at least 3 days before the planned publication date.

IMAGE/S REQUESTED: _____

STATEMENT and PURPOSE OF USE [Please describe all forms of intended use and purpose of use] _____

FORM OF PUBLICATION: ___ PRINT ___ DIGITAL ___ FILM ___ OTHER (Describe)

DATE/S OF USE: _____ FEE: _____

NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS The copyright law of the United States (Title 17: U .S. Code) governs the making of photocopies or other reproductions of copyright material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specifies conditions is that the photocopy or reproduction is not to be used for any purpose other than private study, scholarship, or research. If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use" that use may be liable for copyright infringement. This institution reserves the right to refuse to accept a copy order if in its judgment, fulfillment of the order would involve violation of the copyright law.

GENERAL TERMS of AGREEMENT. All of the following apply:

1. This agreement covers all images pertaining to the description and statement of intended use above.
2. This agreement pertains to single use for the purpose specified. Any additional duplication or other use is subject to a separate agreement.
3. **This agreement pertains to non-commercial use only unless otherwise specified.**
4. **Please see Image Use Conditions (p.2) for important copyright information**

The Birmingham Museum reserves the right to limit the number of photographic copies; to restrict the use or reproduction of rare or valuable material; to make special quotations on material involving unusual difficulty in copying; and to charge a higher copying fee than specified. Copies are not supplied to picture agencies except by special arrangement.

Applicant's signature below verifies understanding and approval of terms regarding the use of photographic images as described in the terms above.

By (Applicant/Title): _____ Date _____

Authorized (Museum Representative/Title): _____ Date _____

IMAGE USE CONDITIONS

User Agrees to the following conditions:

1. To use the **image copy only once** and only for the purpose listed in "Statement and Purpose of Use." Any subsequent or different use (including subsequent editions, book club editions, paperback editions, different languages, etc.) constitutes a reuse and must be applied for in writing. There is a reuse fee.
2. To credit properly. The following is the basic credit line: **Courtesy of the Birmingham Museum**. When provided, negative numbers and the photographer's name must also be included in the credit line. *It is mandatory that you credit as specified.*
 - (a) With printed matter, it is preferred that the credit line appears on the same or facing page as the illustration.
 - (b) Negative numbers must appear either near the illustration or at the point of credit. Crediting of each individual item is mandatory in all cases.
 - (c) With films and filmstrips, include the credit with the other "Sources of Illustration. " In manuals that accompany filmstrips, credit at the point where the illustration is discussed.
 - (d) With exhibitions, credit within exhibition area.
3. To give to the Birmingham Museum one complimentary copy of any published work in which the photographic image appears. A digital media file may be substituted for digitized publications or film.
4. To indicate in the accompanying caption or label any and all changes that you have made to the original photographic copy, such as taking a detail, superimposing, tinting, etc.
5. Applicant shall not permit others to reproduce the photographic image or any facsimile of it.
6. Applicant shall not reproduce the photographic image as a dust jacket, an end paper or to use in an advertisement or any commercial use of a similar nature, nor to mass reproduce as unbound material unless specifically authorized by separate agreement with the Birmingham Museum.
7. In authorizing the publication of a photographic image the Birmingham Museum does not surrender its own right to publish it, or to grant permission to others to do so.
8. **Applicants assume all responsibility for questions of copyright and invasion of privacy that may arise in copying and in the use made of the photographic image copy.**
9. The Birmingham Museum reserves the right to limit the number of image copies; to restrict the use or reproduction of rare or valuable material; to make special cost quotations on material involving unusual difficulty in copying; and to charge a higher copying fee than specified.
10. Any exceptions or additions to the above conditions will appear on, and be considered part of, the signed Agreement.

SPECIAL AND REUSE FEES

All requests for reuse or change in use must be applied for in writing. A re-use fee will apply. Special fees apply to the following uses and will be quoted upon request: filming or video taping original material, mass reproduction as unbound material, advertising use, any non-editorial publishing use (such as book jackets, end papers, menus, displays, etc.).

NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17 U.S. Code) governs the making of photocopies or other reproductions of copyright material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be used for any purpose other than private study, scholarship, or research. If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use" that use may be liable for copyright infringement. This institution reserves the right to refuse to accept a copying order if in its judgment, fulfillment of the order would involve violation of the copyright law.

Signed _____ Dated _____

Print Name: _____