

GENERAL CONDITIONS

1. APPLICATION

Applicants must fill in and return the application form, indicating the photographs required, type of format and how the material is to be used. When the photographs are for use in an advertising campaign, the form should be accompanied by a description of the type of advert, format(s) and target media.

2. PAYMENT AND DISPATCH OF MATERIALS

Applicants pay the required amount into the MUSEUM account. Once payment has been verified, the MUSEUM issues the permit and sends the photographs requested. If the material is not finally used for the planned purpose, no refunds are made.

3. USE

Applicants may only use the photographs in the form and for the purpose described in their applications and pursuant to these conditions. Applicants may not under any circumstances use the photographs acquired for any other purpose. If the request is associated with a temporary exhibition, reproduction is restricted to the exhibition project for which the image was requested and its use is valid during the dates stipulated for the exhibition in question. Use in the media (press, television, etc.) and for educational material is authorized, at no additional cost, as is temporary use (i.e. only while the exhibition is open) on the applicant's web site (low resolution reproduction only).

4. MISUSE OF WORK

Any reproduction of photographs from the MUSEUM must respect their original nature, i.e. no alterations of size, colour, etc. are permitted. The reproduction of a detail or part of the image may only be carried out with prior written consent from the MUSEUM. In such cases, the word "detail" must be included in the credits. Photographs loaned by the MUSEUM may not be manipulated in any way. Superimposing other images or texts on the reproduction without prior express consent is strictly forbidden.

5. PUBLICATIONS

When photographs are for use in a publication, authorization given is understood to be in regard of a single reproduction of the work.

6. **COMPLIMENTARY COPIES**

Applicants undertake to send to the **DEPARTMENT OF ARCHIVE AND DOCUMENTATION**. Museo Plaza, 2. 48009 BILBAO (BIZKAIA) - SPAIN, **TWO COPIES** of the work in which the photographs supplied by the Museum appear. This condition is valid for books, video and audiovisual productions or any other products on materials suitable for the reproduction of images.

7. **TRANSFER TO THIRD PARTIES PROHIBITED**

The transfer or loan of the photographs by applicants to third parties is strictly forbidden.

8. **CREDITS**

The work in which the photographs are published must include in the list of credits and by each of the images reproduced the following copyright statement:

© Bilboko Arte Ederren Museoa-Museo de Bellas Artes de Bilbao

9. **RIGHTS OF THIRD PARTIES**

The reproduction rights paid by applicants cover solely and exclusively the reproduction rights for the photographs supplied by the MUSEUM. Fees for copyright in original artworks that is still in force should be paid to Visual Entidad de Gestión de Artistas Plásticos (VEGAP) or any other appropriate body, independently of sums paid to the MUSEUM.

10. **BREACH OF AGREEMENT**

The MUSEUM reserves the right to take any legal action it considers suitable against any persons who fail to observe the present conditions; the MUSEUM and applicants hereby accept the jurisdiction of the Courts and Tribunals of Justice of Bilbao, applicants renouncing their own jurisdiction if different.