

# REQUEST FOR IMAGES AND/OR RIGHTS FOR PROFESSIONAL USE

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Identify image(s) requested and, for each of them, the format requested among those specified below:

 $\Box$  Check this box if you already have the images, and specify the source:

 $\Box$  Check this box if the requested materials include **musical scores**. In this case, a special agreement will be made between BAV and the applicant. By default, all the conditions included in the present license will be applied, and in particular those of article 10.

	se enclose additional pages, assigning a number to each requested image.		
Number of pages added to this documentation: $\Box$ 1 $\Box$ 2 $\Box$ 3 $\Box$ 4 $\Box$ 5 $\Box$			
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VISTO PER LA BAV

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- 8. <u>Prohibition of modification and other prohibited uses.</u> Except for reproduction and publication in the above identified works and editions, Applicant will not elaborate, modify, paste, merge or anyhow alter the material, in whole or in part, or use them or their parts to create a new work or image on which copyright may be claimed.
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Every publication **in audio format** (including CDs, DVDs, public performance, etc.) must be preceded by a written agreement regulating in detail the division of rights.

- 11. <u>Obligatory notification</u> Applicant agrees to promptly notify the BAV, in writing, of: (a) any change in the title, author, editor or publisher of the work or works in which any BAV material is or is intended to be reproduced; and (b) the date(s) of publication of each edition of any work in which any BAV material is reproduced under this license.
- 12. <u>Complimentary copies</u>. Applicant agrees to provide to the BAV, without charge, **one copy of each edition** of each work, in each medium in which it is produced, that reproduces any BAV material pursuant to this license.
- 13. <u>Exemption from liability for third-party acts.</u> Applicant agrees to indemnify, defend and hold harmless the BAV from and against any third party claim arising from Applicant's production and distribution of any work in which any image of BAV material is reproduced, other than any third party claim that Applicant's use thereof in accordance with the terms of this license violates the copyrights or other intellectual property rights of such third party.
- 14. <u>Exemption from liability for acts of assistants.</u> If and to the extent any entity or person is hired, employed or otherwise involved in the reproduction and publication of BAV material in the identified works or in any other activity relating to the exploitation of rights granted here, Applicant will be responsible that all activities carried out by such persons or entities conform to these Terms and Conditions and will indemnify and hold BAV harmless of any damages, expenses or claims caused thereby.
- 15. <u>Termination</u>. Without limiting any other rights available under applicable law, violation of any term or condition stated here shall be immediate grounds for termination of the license granted by the BAV with respect to any and all BAV material.
- 16. <u>Injunctive and emergency remedies</u>. Violation of any of the terms and conditions stated herein will cause immediate, serious and potentially irreparable injury to the BAV, its collection, of which the materials are a part, and its rights and interest thereto, and Applicant agrees that the BAV shall be entitled to injunctive and other temporary relief to remedy or prevent any such violation or threatened violation of these terms and conditions. Applicant acknowledges that the grant of such relief may impair its ability to exploit works it has created that contain or incorporate BAV material, and waives any objection on that basis.
- 17. <u>Signature authorization</u>. If Applicant is a business entity or institution, the person signing this application represents that he/she is duly authorized by the Applicant to make this application and bind it to these terms and conditions.

- 18. <u>Truthfulness of supplied information</u>. The information provided by Applicant in connection with this application is truthful and accurate.
- 19. <u>Prohibition of unauthorized uses of other BAV materials</u>. Applicant represents and warrants that it has not and will not engage in any publication, reprinting, transfer, copying, distribution or other use requiring consent of any works in the collection of the BAV except pursuant to license and authorization, and understands and agrees that any such misuse of BAV material will be grounds to terminate this and any other authorization to use BAV material that is here, has been or may be in the future granted.
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- 21. <u>Applicable laws</u>. This application, and the license and agreement embodied by it, is governed by and shall be construed for any and all purposes exclusively under the laws of the State of Vatican City.
- 22. Arbitration and competent court. In the event of any claimed violation or dispute in connection with any matter governed or affected by this license, Applicant irrevocably agrees that such matters shall be submitted for final and binding determination to a college of three arbiters in the State of Vatican City. Without prejudice to the foregoing provision, BAV will have the discretionary right to submit any dispute it initiates to such an arbitration panel, or to any court of competent jurisdiction. Any college of arbiters will be appointed as follows: Each party will appoint one arbiter, and the third arbiter, who will be the president of the college, will be agreed upon by the two designated arbiters. If the designated arbiters cannot agree to a third arbiter, the president of the panel will be appointed by the President of the Tribunal of the State of Vatican City. If a party fails to appoint its arbiter within twenty (20) days upon receipt of the appointment of the first arbiter, the second arbiter shall be appointed by the President of the Tribunal of the State of Vatican City. Any arbitration proceeding will have its seat in the State of Vatican City. There will be no appeal from any award rendered in arbitration pursuant to this section. The expenses of any arbitration will be borne by the losing party. Representation by counsel as well as any other aspects of the arbitration proceedings will be governed by the laws of the State of Vatican City. In connection with and in aid of any arbitration proceedings in aid of arbitration, to the extent permitted by any applicable law of any competent jurisdiction.

I approve the above terms and conditions: **Date (day / month / year):** | | | / | | | / | 2 | 0 | |

Applicant signature

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