

I understand that, if the Museum grants permission, it is only granting permission under any copyright it may own relating to the Materials. I understand that the Museum may not own the applicable copyright or copyrights, and that the Materials may be protected by copyright, trademark, privacy or other rights not owned by the Museum. I agree that I will have sole responsibility for ascertaining whether any such rights exist and for obtaining all necessary permissions. I understand that the Museum disclaims all warranties, express or implied, including but not limited to any warranties of ownership, non-infringement or fitness for a particular purpose.

I understand that, if permission is granted, it will be non-exclusive, non-transferable, one time, one-edition permission to use the Materials, in the manner identified in the attached copy of my manuscript, for use in all printings of a single edition of the Publication. Any change in content constitutes a separate edition; use in separate editions, or in another publication, will require additional permission from the Museum. I understand that the Museum's permission relates only to the Publication and that the Materials may not be distributed, published or made available in any other form or medium, including without limitation electronic media. I agree that I may not edit, translate or modify the Materials in any way, and that I will abide by any other restrictions on use set forth in Section B below.

I understand that the Museum's granting of permission to me will not in any way restrict the Museum's right to the Materials, including the right to allow others to use the Materials, nor transfer to me any ownership interest in the Materials or the copyright or any other rights therein.

I agree that I will not use the name or any trademark of Harvard or of the Museum, or any derivative thereof, in connection with the Publication, with the following exception: I understand that the Museum's permission is conditioned upon my including in the Publication the credit line specified below in Section B.

In consideration of my being granted permission to publish the Materials on the terms set forth herein, I agree to indemnify and hold harmless the Museum, its officers, governing board members, employees and agents from and against any costs, expenses, losses, damages, liabilities judgments and claims (including court costs and attorney fees) arising from or relating to my use of the Materials, including without limitation any claims made by any third party.

This agreement sets forth the complete understanding and agreement between me and the Museum and may not be amended or modified except in a writing signed by both me and the Museum.

Name of Applicant [please print]: _____
Signature of Applicant: _____
Date: _____
Organization: _____
Address: _____
Phone/Fax/Email: _____

SECTION B

Permission is hereby granted as specified above.

Credit line: _____
Restrictions on Use: _____

Museum Signature: _____
Print Name and Title: _____
Date: _____