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VATICANA (BAV)**

**REQUEST FOR IMAGES  
AND/OR RIGHTS FOR  
PROFESSIONAL USE**

REQUEST NO. _____
INVOICE NO. _____

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**PERSONAL DETAILS OF APPLICANT**

NAME AND SURNAME	_____	_____
REPRESENTING	_____	
ADDRESS	_____ NO. _____	
POSTAL CODE	_____ CITY _____	
STATE/COUNTRY	_____	
TEL	_____ FAX _____	
E-MAIL	_____	

Applicant requests copies of materials indicated below pursuant to the following terms and conditions:

**SHIPPING AND DELIVERY**

Material should be:  Picked up at BAV  Shipped  
 Check this box if delivery will be to the address indicated above, otherwise fill in below.

NAME AND SURNAME	_____
STITUTION	_____
ADDRESS	_____ NO. _____
POSTAL CODE	_____ CITY _____
STATE/COUNTRY	_____
TEL	_____ FAX _____
E-MAIL	_____

Ten weeks time should be allowed from time of request to expected delivery; materials are shipped at applicant’s own risk.

**PAYMENT**

Applicant will pay charges for preparation and delivery of images in accordance with the attached fee schedule.  
 Specify whether payment will be made at BAV’s premises:  Yes  No.  
 Accepted ways of payments will be specified on BAV invoice (credit card, cheque, bank money transfer).  
 Payment is expected upon receipt of material and invoice.  
 BAV will not issue invoices or pro forma invoices before delivery.

**INVOICING**

All charges for this application should be invoiced to the following :  
 Check this box if the invoice should be sent to the delivery address, otherwise fill in below.

NAME OF PERSON OR INSTITUTION	_____
ADDRESS	_____ NO. _____
POSTAL CODE	_____ CITY _____
STATE/COUNTRY	_____
TEL	_____ FAX _____
E-MAIL	_____

**INFORMATION**

**THIS FORM, ONCE COMPLETED, SHOULD BE SENT, MAILED OR DELIVERED TO:**

- BAV WEBSITE BY ON-LINE APPLICATION [HTTP://WWW.VATICANLIBRARY.VA]
- BAV STAFF IN THE READING ROOM OR IN THE BAV “BUSINESS OFFICE”
- VIA FAX TO: **+39 / 06.698.79464**
- THE FOLLOWING ADDRESS: **VATICAN APOSTOLIC LIBRARY**  
**OFFICE FOR REPRODUCTIONS AND RIGHTS**  
**00120 VATICAN CITY**

**USE REQUIRED**

**PUBLICATION IN PRINT (BOOK, PERIODICAL)** *(see details at points 4,6 and 12 of terms and conditions)*

AUTHOR \_\_\_\_\_  
PUBLISHER \_\_\_\_\_  
PROVISIONAL TITLE \_\_\_\_\_  
LANGUAGE \_\_\_\_\_  
EXPECTED NUMBER OF COPIES \_\_\_\_\_

**ELECTRONIC PUBLICATION** *(see details at points 6, 9 and 12 of terms and conditions)*

TYPE OF PUBLICATION (CD,DVD, OTHER) \_\_\_\_\_  
AUTHOR \_\_\_\_\_  
PUBLISHER \_\_\_\_\_  
PROVISIONAL TITLE \_\_\_\_\_  
LANGUAGE \_\_\_\_\_  
EXPECTED NUMBER OF COPIES \_\_\_\_\_

**INTERNET PUBLICATION** *(see details at points 6 and 9 of terms and conditions)*

ADDRESS OF WEBSITE  
http:// \_\_\_\_\_  
LICENSE VALID UNTIL (DAY / MOUNTH / YEAR) \_\_\_\_/\_\_\_\_/20\_\_\_\_ *(at most 3 years from the request)*

**TEMPORARY EXHIBITION TO THE PUBLIC**

PROVISIONAL TITLE OF EXHIBIT  
\_\_\_\_\_  
PLACE \_\_\_\_\_  
BEGINS (DAY / MOUNTH / YEAR) \_\_\_\_/\_\_\_\_/20\_\_\_\_ ENDS (DAY / MOUNTH / YEAR) \_\_\_\_/\_\_\_\_/20\_\_\_\_  
CURATOR \_\_\_\_\_

**LECTURES, CONFERENCES**

PLACE \_\_\_\_\_  
DATE \_\_\_\_\_  
PROVISIONAL TITLE \_\_\_\_\_  
LICENSE VALID UNTIL (DAY / MOUNTH / YEAR) \_\_\_\_/\_\_\_\_/20\_\_\_\_ *(at most 3 years from the request)*

**MUSICAL TRANSCRIPTS** *(see details at points 10 and 12 of terms and conditions)*

**MUSICAL EXECUTIONS** *(see details at points 10 and 12 of terms and conditions)*

**AUDIOVISUAL (VIDEOS, DOCUMENTARIES)**

TYPE OF AUDIOVISUAL WORK \_\_\_\_\_  
AUTHOR/S \_\_\_\_\_  
DIRECTOR \_\_\_\_\_  
PRODUCER OR HOLDER/S OF RIGHTS  
\_\_\_\_\_  
DISTRIBUTION CHANNELS (FREE-TV, PAY-TV, ETC.) \_\_\_\_\_  
PLACE OF DISTRIBUTION \_\_\_\_\_  
LICENSE VALID UNTIL (DAY / MOUNTH / YEAR) \_\_\_\_/\_\_\_\_/20\_\_\_\_ *(at most 10 years from the request)*

**OTHER (SPECIFY):**

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## IMAGE(S) REQUESTED

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

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

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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.

**If necessary, please enclose additional pages, assigning a number to each requested image.**

NUMBER OF PAGES ADDED TO THIS DOCUMENTATION:  1  2  3  4  5  \_\_\_

**Shelf-marks and pages must be indicated legibly, completely and accurately. In case of doubt, please provide both the old and the new numbering, and enclose any other descriptive material or documentation which you may have (e.g. photocopies, for already published images; catalog references; etc.).**

**The BAV catalog (OPAC) may be consulted online at the address <http://www.vaticanlibrary.va/>**

\*FIELDS MARKED WITH AN ASTERISK ARE REQUIRED

1. SHELF MARK\* \_\_\_\_\_

AUTHOR \_\_\_\_\_

TITLE (+ VOL) \_\_\_\_\_

YEAR \_\_\_\_\_ FOLIOS/PAGES\* \_\_\_\_\_

FORMAT OF REQUESTED IMAGES (*please see the list of formats and fees below*):

FORMAT\*: A2  B2  C2  D2  E2  F2

SPECIAL OPTIONS: X.  Y.

COST OF REPRODUCTION RIGHTS (*please see the fee schedule below*):

PUBLICATION\*: P  Q  R

2. SHELF MARK\* \_\_\_\_\_

AUTHOR \_\_\_\_\_

TITLE (+ VOL) \_\_\_\_\_

YEAR \_\_\_\_\_ FOLIOS/PAGES\* \_\_\_\_\_

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VISTO PER LA BAV

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CODE	FORMAT	DESCRIPTION	COST OF MATERIAL
A2	B/W PRINTS (APPROPRIATE FOR USE IN TYPOGRAPHY)	FORMAT: A4 21 x 29,7 cm PHOTO PAPER	FIRST PRINT FROM EACH VOLUME: € 18,00 EACH SUCCESSIVE PRINT FROM THE SAME VOLUME: € 10,00 COINS AND MEDALS (BOTH SIDES): € 28,00
B2	PRINTS FROM MICROFILM (NOT FOR TYPOGRAPHIC USE)	FORMAT: A4 21 x 29,7 cm STANDARD PAPER	FIRST PRINT FROM EACH VOLUME: € 8,00 EACH SUCCESSIVE PRINT FROM THE SAME VOLUME: € 0,50
C2	COLOR TIFF FILE AT 72 DPI (FOR INTERNET OR OTHER ELECTRONIC PUBLICATION)	RESOLUTION: 72 DPI	EACH PAGE: € 30,00
D2	B/W TIFF FILE AT 72 DPI (FOR INTERNET OR OTHER ELECTRONIC PUBLICATION)	RESOLUTION: 72 DPI	EACH PAGE: € 15,00
E2	COLOR TIFF FILE AT 300 DPI (FOR PRINTING)	RESOLUTION: 300 DPI	EACH PAGE: € 60,00
F2	B/W TIFF FILE AT 300 DPI (FOR PRINTING)	RESOLUTION: 300 DPI	EACH PAGE: € 30,00

### SPECIAL OPTIONS

- X scan in ultra-violet light (add 50% to price listed above)  
Y infrared (add 50% to price listed above)

### COST OF REPRODUCTION RIGHTS FOR EACH IMAGE

CODE	TYPE OF PUBLICATION	COST OF RIGHTS
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Q	PUBLICATION IN COLOR	€ 100,00
R	PUBLICATION ON COVER	€ 300,00

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- Modifications. Any modification of the rights granted, including extension or renewal of the license term, must be in writing and signed by the Applicant and by the BAV.
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9. Electronic publication. To the extent copies of BAV material are reproduced on a website, or in other electronic form, Applicant shall, to the extent reasonably possible, incorporate and periodically update technology impeding the ability to copy BAV images or limiting the quality of any copy thereof, including but not limited to watermarking. If and to the extent a medium identified for reproduction is an internet website, **access** thereto must be **without charge**; the **license is time-limited**; copies of BAV material shall not be used as banners or linked to banners, nor may they appear in any way in pages including banners or used in any other “promotional” capacity. Applicant shall promptly notify the BAV of any modification in the website address. Under no circumstances will downloading of the images be allowed.
10. Music. If the material provided by the BAV consists of musical scores, or if it contains musical scores, Applicant is required to inform BAV of this, if BAV should not be aware of it. Applicant may then study the scores, transcribe them, prepare from them critical editions and other works partially or totally consisting of musical content based on the scores or freely inspired by them, under the following conditions. **All authorship and exploitation rights** regarding such musical works, from their creation, shall belong, **in equal parts, to BAV and to Applicant**. Such rights shall include e.g. all rights for publication, distribution, execution and broadcasting in any form and by any medium. Despite the moral right of authorship belonging to Applicant, he shall not proceed to publish the work without a previous written agreement with BAV. In any case, every publication **in visual format** (through electronic or other publication) of musical scores and transcriptions must be accompanied by the following notice, in the language of the book, DVD, etc.: "The musical text may not be performed or republished without the written consent of the Vatican Apostolic Library." 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. Obligatory notification 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. Complimentary copies. 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. Exemption from liability for third-party acts. 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. Exemption from liability for acts of assistants. 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. Termination. 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. Injunctive and emergency remedies. 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. Signature authorization. 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. Truthfulness of supplied information. The information provided by Applicant in connection with this application is truthful and accurate.
19. Prohibition of unauthorized uses of other BAV materials. 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.
20. Waiving of BAV rights only in writing. The failure by BAV to exercise any of its rights will not act as or be construed as a waiver for any purpose; rights of BAV in connection with this license may be waived only in a signed writing.
21. Applicable laws. 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 proceeding, the BAV may, in its discretion, seek temporary or preliminary relief, or other 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):**  /  /  **Applicant signature** \_\_\_\_\_

I specifically approve the following terms and conditions: 5 (Treatment of material as copyrighted and waiver); 7 (Prohibited activities); 13 (Indemnity for Applicant conduct); 14 (Third party conduct indemnity); 15 (Termination for violation); 16 (Waiver for injunctive remedies); 19 (Respect of other BAV materials); 21(Applicable law); 22(Arbitration and exceptions thereto).

**Date (day / month / year):**  /  /  **Applicant signature** \_\_\_\_\_

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BAV PER CONCESSIONE DIRITTI

**RESERVED FOR BAV**

<b>FATTURA N°</b> _____ / _____ <b>DEL</b> _____	<b>SUBTOTALE DIRITTI</b>	<b>EURO</b> _____
	<b>SUBTOTALE LABORATORIO</b>	<b>EURO</b> _____
<b>PUBBLICAZIONE RIVEUTA IL</b> _____	<b>SPESE DI SPEDIZIONE</b>	<b>EURO</b> _____
<b>MATERIALE RESTITUITO IL</b> _____	<b>TOTALE</b>	<b>EURO</b> _____

**ADDITIONAL PAGE FOR REQUESTING IMAGES**

**REQUEST FOR PROFESSIONAL USE OF IMAGES**

NAME AND SURNAME | \_\_\_\_\_

DATE OF REQUEST (day / month / year): : |\_\_|/|\_\_|/|2|0|\_\_|

PAGE |\_\_| OF |\_\_| ENCLOSED PAGES

\* FIELDS MARKED WITH AN ASTERISK ARE REQUIRED

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AUTHOR \_\_\_\_\_

TITLE (+ VOL) \_\_\_\_\_

YEAR \_\_\_\_\_ FOLIOS/PAGES\* \_\_\_\_\_

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Signature of Applicant \_\_\_\_\_

Date (day / month / year): : |\_\_|/|\_\_|/|2|0|\_\_|

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