



DIGITAL ASSET REQUEST AND USAGE FORM

If you would like to (i) make a commercial use* of a Smithsonian digital asset; (ii) use a Smithsonian digital asset beyond what is permitted at www.si.edu/termsfuse; (iii) obtain or use for non-commercial purposes a digital asset that is not publicly accessible on the Smithsonian website; or (iv) request that the Smithsonian generate a digital asset where it does not yet exist, complete this form and send or fax it to the appropriate museum or unit. See www.si.edu/termsfuse for contact information. Do not use this form for requests to film on Smithsonian premises; make those requests at www.si.edu/film-request-form. Permission to use the digital asset is subject to review and approval by the Smithsonian. General conditions are on the reverse and additional conditions may apply as set forth on this Form.

The Smithsonian reserves the right to charge a fee.

If you are requesting assets for use in a film, television show, web show, etc., please submit this form to filmingcommittee@si.edu.

*Commercial use means any use of a Smithsonian digital asset in which the asset is marketed, promoted and/or sold; or is incorporated into a product, publication, or media-form that is marketed, promoted, and/or sold. Examples include, but are not limited to, consumer merchandise, journals and periodicals, books, trade publications, advertisements, websites with paid advertising and fundraising materials.

Requestor Information
Requestor:
Title:
Organization:
Address:
Telephone:
Email:
Fax:
SI Affiliation:
Prior request(s):



GENERAL CONDITIONS ON REPRODUCTION AND USE

The following conditions apply unless otherwise specified in writing by the Smithsonian.

- 1. Permission is for one-time, non-exclusive use only within the project described above. Requestor may not crop, alter, manipulate, superimpose, enhance, or otherwise change the digital asset in any manner without obtaining the prior written permission of the Smithsonian. Requestor may not make further use without the Smithsonian’s prior written approval and compliance with any additional conditions.
- 2. This permission extends only to such rights as the Smithsonian may have to authorize reproduction and does not purport to include any rights that persons other than the Smithsonian may have under copyright law of the United States or the laws of other countries in which the requestor’s works may be published or distributed. Certain images may be protected by copyright, trademark, privacy, or publicity rights, or other interests not owned by the Smithsonian. It is requestor’s responsibility to determine whether any such rights exist, and to obtain all necessary permissions to use the image for the purposes set forth herein.
- 4. Requestor agrees to indemnify and hold harmless the United States, Smithsonian, its regents, agents, and employees, from all claims, actions, judgments, and expenses (including reasonable attorney fees) arising from requestor’s use of the material provided pursuant to this request.
- 5. Requestor shall: acknowledge the donor and/or creator as specified below; give credit to the Smithsonian as specified below; and comply with all additional conditions specified below by the Smithsonian.
- 6. If fees are assessed, requestor must pay all fees in advance of delivery.
- 7. Any advertising or promotion by Requestor that uses the digital asset must be approved in advance by the Smithsonian. Requestor shall not use, reproduce, or refer to the name or logo of Smithsonian or any of its museums or units for publicity, advertising, or promotion purposes.

Additional Conditions on Use		
Fee for Digitization:	Fee for Usage:	Total Fees:
Payment Type:	Date Received:	
Donor/Creator Acknowledgements:		
Smithsonian Credit Line:		
Additional Conditions:		

Agreed to by:
Requestor Signature: _____ Date: _____

Smithsonian Signature: _____ Date: _____

Denied by Smithsonian:
Smithsonian Signature: _____ Date: _____