

PERMISSION TO PUBLISH MANUSCRIPT MATERIALS

Please complete Section A, sign, and return this form to the Peabody Museum of Archaeology and Ethnology, a division of President and Fellows of Harvard College (collectively referred to herein as the "Museum"). When Section B has been countersigned by the Museum, a copy will be sent to you for your records.

SECTION A

Please attach a copy of the proposed publication for review. If the publication will be on a website or in electronic format, please provide a copy of the page or pages where the Materials appear. Please be sure Materials used are clearly identified.

Permission is requested to publish the following manuscript materials (the "Materials") from the Museum (append pages as needed):

Accession #	Name of Collection	Box and Folder Number or Title	Item Title	
For publication in (herein known as the "Publication") the following:				
Title or Description of Publication:				
Author:				
Publisher:				
Address of Publisher or Website URL:				
Phone:		Email:		
Type of Publication: \square Print \square Electronic \square Website \square DVD \square Broadcast \square Exhibition				
Other (please specify):				
Estimated Date of Publication:				
Languages: \square Single Language \square Two or More Languages				
Territory: □ North America □ Worldwide				



I understand that, if granted, permission for use of the Materials in the manner identified above and in the attached copy of my proposed publication will be for one-time, non-exclusive, non-transferable use. Additionally, any subsequent edition reissue, translation, etc., in any medium constitutes reuse and must be applied for in writing. I understand that I may not reproduce copies of the Materials, nor grant other parties permission to create reproductions or facsimiles of the Materials, except that reproductions of the Materials may be made for online or paper coursepack materials containing all or a portion of Requester's work listed below, subject to Requestor's compliance with the other requirements of this contract.

The Museum does not grant me exclusive use through this contract and retains its rights to publish and/or grant permissions for others to do so.

The Museum reserves the right to limit the number of copies; to restrict the use or reproduction of rare, valuable, or sensitive materials; to refuse permission for inappropriate uses; and to charge different fees from the ones published on its website.

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (excluding conflict of laws rules).

I acknowledge that the writings, images, and other information contained in the Materials may be protected by copyrights and other rights (including but not limited to artists' rights of attribution or control and rights of privacy or publicity) not owned by the Museum or Harvard University. The Museum does not represent or warrant that it or Harvard owns all applicable copyright or other rights in the Materials. The Museum does not purport to grant any right or license with respect to third party rights. The Requestor is solely responsible to ascertain whether any license or permission is required from any third party, and to secure any and all required permissions from copyright owners and other third parties, and to pay any fees as such parties may require. Requestor assumes all responsibility for matters of copyright, right of publicity, and invasion of privacy that may arise in copying and use of the images. Requestor agrees that in all instances, it will hold the Museum and President and Fellows of Harvard College ("Harvard"), its officers, members of governing boards, agents, and employees, harmless against any and all claims, costs (including attorneys' fees and court costs), liabilities, losses, or damages of any nature arising or resulting from the use of the images, and shall indemnify such parties for any and all claims, costs (including attorneys' fees and court costs), liabilities, losses, and damages arising or resulting from any such use.

I agree that I will not use the name or any trademark of the Museum or Harvard, 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. The Museum reserves the right to require inclusion of additional credit information or copyright or other notices and to charge liquidated damages of \$10,000 per infraction for failure to comply with agreement guidelines.

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 or Affiliation:	
Address:	
Phone:	Email:
SECTION B	
The following standard credit format must be utilize	ed for the Materials or further permissions will be denied:
[Peabody Museum ID #, Collection Name, Peabody Mu	iseum of Archaeology & Ethnology, Harvard University]
Permission is hereby granted as specified above:	
Peabody Museum Authorized Signature	Date

11/2/2016