

Conditions Governing Use

The Applicant agrees:

- ❖ To use the image(s) **only once** and only for the purpose or project stated above. Subsequent or different use (including subsequent editions, paperback editions, translations, etc.) constitutes reuse and is prohibited. Subsequent request for permission to reuse images must be made in write. A reuse fee will be assessed.
- ❖ To make separate application to use the image(s) for a dust jacket illustration, end papers, advertisement in addition to the proposed internal use of the image(s).
- ❖ To give proper credit for the image(s). Unless otherwise stated on the photographic copy, the credit line should read: [Name of Collection], Archives and Special Collections, University Libraries, Loma Linda University, Loma Linda, California. When the name of the photographer is supplied, this should also be included in the credit. The placement of credit should be as follows:
 - Printed material – Preferably the credit line should appear on the same pages as the printed copy of the image and immediately adjacent to it. The credit may appear elsewhere in the publication if done in such a way that readers can quickly match individual images with their respective credit.
 - Films, video, or electronic media – The credit line should appear on the film, video or electronic media where other sources are listed. If manuals or other documentation accompany films, the credit should appear where the subject of the illustration is discussed in the text.
 - Public exhibitions – The credit should appear within the exhibit area.
- ❖ To indicate in the accompanying caption or label any and all changes that have been made to the image(s), such as taking a detail, superimposing tinting, cropping, etc.
- ❖ To assume all responsibility for questions of copyright and invasion of privacy that may arise in the copying and in the use of the image(s), and to assume responsibility for obtaining all necessary permissions pertaining to use.
- ❖ To defend, indemnify, save and hold harmless Loma Linda University, its Library and Archives, its employees or designates, and the donors and former owners of the University Libraries collections, from any and all costs, expense, damage and liability arising because of any claim whatsoever which may be presented by anyone for loss or damage or other relief occasioned or caused by the release of images to the undersigned applicant and their use in any manner, including inspection, publication, reproduction, duplication or printing by anyone for any purpose whatsoever.
- ❖ To supply the University Libraries with one complimentary copy of any printed or published work in which the image(s) appear.
- ❖ Not to permit others to reproduce the image(s).
- ❖ To destroy any digitized copies of the image(s) following their use.
- ❖ Not to place the image(s) in another institution, repository, or collection, public or private.
- ❖ Not to place images on the internet unless specifically authorized to do so based on the Statement of Intended Use.
- ❖ To return to the Department of Archives and Special Collections the supplied copies of the image(s) if they are designated for return.
- ❖ That the Department of Archives and Special Collections, the University Libraries and Loma Linda University in no way surrenders the right to publish or otherwise use the image(s), or to grant permission for others to do so.
- ❖ That the Department of Archives and Special Collections reserves the right to make exceptions or additions to the conditions stated herein.