

MANDATORY APPLICANT DETAILS

NAME AND SURNAME (in case of private persons)/ DATA OF THE INSTITUTION _____

ADDRESS _____

E-MAIL _____

COUNTRY _____ IDENTITY CARD NUMBER _____

NAME AND E-MAIL OF THE PERSON TO CONTACT _____

TELEPHONE _____

TITLE AND INV. NUMBER OF IMAGES DOWNLOADED FROM THE MNP WEBSITE AND DATE OF THE DOWNLOAD
(for example, Velázquez: Las Meninas o La familia de Felipe IV, inv. No P01174)

PROJECT TITLE: _____

USAGE: What will be the purpose of the use of the image?

- ☐ Personal or private use ☐ Scientific, academic, research, private study or for internal circulation within a formal educational organization (such as a school, college or university) without commercial distribution
- ☐ Non-profit publications, personal websites, blogs and social media
- ☐ Self-publishing for cases where the author finances the costs of publication by an academic publisher with no print run limit and by dissemination publishers up to a maximum print run of 500 copies.

MEDIA: What medium* will you use the image in?

- ☐ Book, exhibition catalogue
- ☐ Book jacket, cover
- ☐ Other (please specify) _____

LANGUAGES:

- ☐ One language ☐ Bilingual
- ☐ Additional languages (please specify) _____

PLACEMENT: If printed/broadcast, how will the image appear?

- ☐ Cover/Backcover ☐ Double page
- ☐ Inside Full page ☐ Inside 1/2 page
- ☐ Inside 1/4 page
- ☐ Other (please specify) _____

PRINT RUN: _____ copies

LICENSE PERIOD: ☐ One year
☐ Two years
☐ Five years

REGION: For which territory are the rights required?

☐ One country ☐ Worldwide

PUBLICATION DATE: _____

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The Museo Nacional del Prado's Image Bank is responsible for the commercial management of the rights to the Museo Nacional del Prado's images. The terms 'Applicant', 'Purpose', 'Image', 'Support', 'Print Run', 'Acceptance', 'Licence Term', 'Territory', 'Product', 'Fee' and 'Licensor' will have the meanings ascribed to them in the Annex at the foot of this document.

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Under this licence agreement, MNPD grants the rights of reproduction and distribution to the applicant on a non-exclusive basis and for inclusion in the product described in the medium, for the purpose, territory, term, and number of copies not to exceed the print run indicated. Any excess use of these rights or the requirements imposed for their exercise will give rise to a demand for payment of three times the fee paid to MNPD. This is without prejudice to the warning issued to the licensee to immediately cease its unauthorised use. In the absence of a response within three days, MNPD will terminate the licence agreement and exercise any actions it may deem appropriate. If the medium in which the image is to be used involves broadcasting on the internet, TV etc., this will also include the right of public communication.

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The applicant undertakes to refrain from any breach or infringement of the image's copyright, including the artist's moral rights, and will compensate Museo Nacional del Prado Difusión for any such breach or infringement. All reproductions must legitimate the work in its entirety including: the artist's name, title of the work of art, date of its execution, technique, measurements, inventory number and name of the museum to which it belongs: Museo Nacional del Prado, in the manner set forth in: www.museodelprado.es.

USE OF THE IMAGE

The applicant must reproduce the Image faithfully and may in no way tamper, disguise, crop, overlay with other material or distort or alter the Image or any part thereof. If only one detail of an image is to be reproduced, it must be approved in advance and the applicant must send a PDF to the Image Bank for approval to the Image Bank contact email application form. Reproductions of details must be mentioned as 'details' adjacent to the photo caption. All reproductions of the image made by the applicant shall be of good quality and will be published in a manner and context that does not harm the interests or reputation of the Museo Nacional del Prado or the artist. The applicant will use the image legally and for lawful purposes only and will compensate Museo Nacional del Prado Difusión for all claims, harm, loss or expenses arising from any third-party action related to the applicant's use of the image. Museo Nacional del Prado Difusión will not be liable for any harm or loss sustained by the applicant in connection with the applicant's use of the image. In the case of multimedia use of Museo Nacional del Prado images (ebook, internet, app...), the image will be non-downloadable. All reproductions must be made from photographic or digital materials supplied by the Museo Nacional del Prado's Image Bank, which is the sole holder of the reproduction rights.

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The applicant must send a copy of the publication containing the image requested (indicating invoice number FX-X-0000X as reference) to the address below, at no cost to Museo Nacional del Prado Difusión. This publication will form part of the Museum's Library. If the requested image has been reproduced on any other medium or product, the applicant must send a sample of this (indicating invoice number FX-X-0000X as reference) to the address below at no cost to Museo Nacional del Prado Difusión.

Att. Banco de Imágenes del Museo Nacional del Prado
Museo Nacional del Prado Difusión S.A.U.; S.M.E.
C/Casado del Alisal, 10. bajo B. 28014 Madrid, España

The copy of the product on which the purchased image appears may also be sent as a PDF file (indicating invoice number FX-X-0000X as reference) to the following email address: bimnp@museodelpradodifusion.es

SUBMITTAL OF A MOCK-UP (PDF) TO bimnp@museodelpradodifusion.es FOR APPROVAL.

A mock-up (PDF) must be submitted for approval prior to use in the following cases:

- Use on cover: publications (printed and digital) and DVD/CD
- Use of an image detail (on any medium)
- Merchandising items
- Exhibition uses: posters, panels, timelines...
- Use for communication (non-sale): canvases, posters...
- Advertising use: advertising spots, advertising banners...

MNPD may deny permission to reproduce the image if the colour test received does not meet the standard quality criteria established by Museo Nacional del Prado Difusión.

PAYMENT AND INVOICE

Payment of the indicated fees must always take place before receiving the image. Should a larger image or one with greater resolution be required for reproduction on a large format or actual size physical media: posters, canvases, display panels, etc., or on audio-visual media: TV, cinema, etc., the fee for preparing the file is €200 +VAT per image, which will be paid in full in Euros before receiving the image. Payment must also cover all bank charges and local taxes. Payment must take place by one of the following options: bank transfer, payment gateway or credit card.

TERMINATION OF THE LICENCE AGREEMENT

The licence's term is as set out in this form. The licence contemplated herein will be terminated immediately by Museo Nacional del Prado Difusión under the terms set out in the 'licence' section, in the event of the breach of any of the terms set out herein.

DATA PROTECTION

Sociedad Estatal Museo Nacional del Prado Difusión S.A.U.; S.M.E. with Tax Identification Number ESA84888056 and registered office at Casado del Alisal, 10, bajo B, 28014, Madrid, informs you that the purpose of the data collected in this form is to manage the application for image reproduction rights, on the basis of your consent and originating from the data subject itself. Your data will not be transferred or disclosed to third party companies. You may access your data, rectify, delete, make them portable, restrict or oppose their processing, exercise your right not to be subject to automated decisions, as well as to obtain clear and transparent information on their processing. We inform you that should you believe that your rights have been compromised, you may file a complaint with the Spanish Data Protection Agency (AEPD). You may consult the additional and detailed information on Data Protection by requesting the second layer of information at: www.imagebankmuseodelprado.com

PROHIBITED ACTS

- 1 - The use of the images for any purpose (not just for commercial or advertising purposes) without the authorisation of Museo Nacional del Prado Difusión and their reproduction, distribution or transformation without the authorisation of their legitimate holders is prohibited. Authorisation to reproduce the images does not grant any intellectual or industrial property right.
- 2 - Liability for the use of images and texts from the Museo Nacional del Prado website. Their reproduction, distribution or transformation is forbidden without the authorisation of their legitimate holder: Museo Nacional del Prado and, as mandated, by Museo Nacional del Prado Difusión.
- 3 - Liability for prohibited acts. Users who make unauthorised use of the images or proceed to reproduce, distribute or transform them without due authorisation will be obliged to pay three times the published rate as compensation for harm and loss caused. The same amount will be required from those who use the images for non-authorised purposes or perform acts that are not covered by that authorisation. Failure to pay the aforementioned amounts will result in the exercise of the appropriate legal action.
- 4 - The assignment of the image reproduction and publication rights is non-exclusive, and the Museo Nacional del Prado Image Bank has full authority to confer the same rights to interested third parties. No reproduction right will be granted prior to payment to Museo Nacional del Prado Difusión.
- 5 - Under no circumstances may the applicant assign, sell, loan, publish or publish online, or use the images acquired from the Museo Nacional del Prado on any other medium by prior agreement, unless special permission exists for this. Should this occur, that agreement will be considered null and void and all costs will be borne by the applicant.
- 6 - The applicant will in no way use the name, logotypes or similar name of the Museo Nacional del Prado in connection with any image, except as expressly set out in this agreement. Nothing in this agreement implies any joint association or relationship between the parties.
- 7 - Any use of the image for the purposes of advertising, political propaganda or uses related to violence and socially sensitive issues is prohibited.
- 8 - Under no circumstances will the photographic material provided by the Museo Nacional del Prado Image Bank be used to imply that the Museo Nacional del Prado endorses the opinions expressed, or to confirm the academic rigour of the caption that accompanies the images.

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ANNEX

- 1 - 'Applicant' means the person who, by applying and paying for the rights of reproduction of the requested image and by signing the above agreement, is obliged to reproduce the image acquired exclusively for the purposes and on the terms set out in that agreement.
- 2 - 'Purpose' means the purpose for which the applicant requests and acquires the image.
- 3 - 'Image' means a faithful reproduction of the work of art that the applicant acquires following payment of the fees for reproduction rights.
- 4 - 'Medium' means the medium on which the acquired image is reproduced and/or communicated.
- 5 - 'Print run' means the number of copies made of each product on which the acquired image is to be reproduced.
- 6 - 'Acceptance' means the consent of the applicant to comply with the terms and conditions set out in this agreement.
- 7 - 'Licence Term' means the period during which the applicant has permission to reproduce and/or disclose the image acquired.
- 8 - 'Territory' means the territorial area in which the applicant may reproduce and/or disclose the image acquired.
- 9 - 'Product' means the resulting project in which the acquired image is reproduced and/or disclosed.
- 10 - 'Fee' means the amount of the reproduction rights to be paid by the applicant for authorisation to reproduce and/or disclose the image acquired.
- 11 - 'Licensor', (MNPD) is the owner of the intellectual and industrial property rights to the images published on the Museo del Prado website (www.museodelprado.es) and has the corresponding licence or authorisation for their use and management. MNPD is also the holder of the intellectual, industrial and image property rights to the content available on that website and has the necessary authorisation for its mandated use.

I agree to the terms above:

Date and signature

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