

FIELD MUSEUM OF NATURAL HISTORY

MEDIA CREATION AND ASSIGNMENT AGREEMENT

The Field Museum of Natural History (“Museum”) makes its collections available to qualified researchers for academic purposes; it also makes its collections data and media publicly available under its Data Norms. As a condition of accessing or borrowing Collections Items, you are agreeing to assign the rights in Media created from or of these items so that the Museum may, at its discretion, archive the Media and distribute it to the public under its Data Norms, i.e., under a CC-BY-NC License.

For further information, see [frequently asked questions](https://tinyurl.com/y2qhwj9x) (<https://tinyurl.com/y2qhwj9x>).

As a condition of borrowing or accessing Collections Items, you, the undersigned, agree to the following terms and conditions.

A. Definitions.

Access Agreement refers to a Loan Agreement, Research Access Agreement, or similar document specifying the Collections Items you will be working with, the purpose of your use, and other details of your loan or research visit.

CC-BY-NC License refers to the Creative Commons Attribution-Non-Commercial 4.0 International License, full text available at <https://creativecommons.org/licenses/by-nc/4.0/legalcode>. The Museum makes multimedia served publicly from its authorized Collections Management System available under this license, which allows reuse without further authorization provided the use is non-commercial and credits the Museum as required in the Data Norms. This is a broad, flexible license that allows for most common academic uses of the Media.

Collections Items refers to specimens and artifacts accessioned or deposited into the Field Museum of Natural History’s scientific collections.

Data Norms refers to the Museum’s Conditions and Suggested Norms for Use of Collections Data and Images, available at <https://www.fieldmuseum.org/field-museum-natural-history-conditions-and-suggested-norms-use-collections-data-and-images>.

Media refers to all media created from or of Collections Items and derivatives of that media. This includes, but is not limited to, (a) representations, such as photographs, audio/visual recordings, scans and raw scanning data created by various means, or other recordings or images created by technology now known or hereafter developed and (b) derivative assets, whether physical or digital, such as models, images, molds, casts, three-dimensional printing files, etc. Media does not include facts (e.g., measurements,

observations, or genetic sequences) or academic research, writing, or other work product other than the representations and derivative assets as described above.

Researcher refers to any individual borrowing or accessing Collections Items for non-commercial, academic purposes or, in some circumstances, cultural groups accessing Collections Items for purposes related to cultural traditions or pursuant to a repatriation request. A Researcher's qualification for access to Collections Items will be assessed in accordance with the Museum's Collections Management Policy.

B. What You Are Agreeing To

You hereby assign all of your rights and interest to the Museum in any Media created of or from the Museum's Collections Items. This includes assigning all copyrights or other intellectual property rights that may exist and waiving any moral rights you may have in the Media.

You will ensure that any person named on your Access Agreement and, in addition, any students, co-researchers, subgrantees, subcontractors, and other agents who work with the Collections Item or create Media of or from the Collections Items assign their rights and interests in the Media to the Museum and abide by the terms of this Agreement.

You will provide Media requested by the Museum in a mutually agreed upon format and timeframe. Media must be provided within two years of the submission of your final grant or project report; in the absence of such an end date, the Media must be provided within two years of the date of the Media's creation, unless agreed otherwise.

You will use the Media only as allowed by the CC-BY-NC License and Data Norms unless your Access Agreement specifies different terms of use, in which case those terms apply; any other use requires the Museum's prior written permission.

You will, in all uses of the Media attach, the correct citation as required by the Data Norms.

You may use and distribute the Media under a CC-BY-NC license unless your Access Agreement states otherwise, regardless of whether the Museum requests the Media from you or makes the Media available to the public.

C. The Museum's Responsibilities

The Museum will credit you as the creator of the Media.

Preferred Credit Line: _____

The Museum will treat any Media that it incorporates into its Collections Management System with the same care and under the same policies and procedures it uses for the Media it creates.

The Museum does not guarantee that it will archive or distribute any of the Media it requests or accepts from you or that it will archive or distribute it in perpetuity. The Museum strives to adhere to the field's common standards and best practices related to accuracy, transparency, and open access, but makes no guarantee or warranty that the Media, as archived or distributed, will be free of errors or technical defects or will be fit for any particular purpose. You are allowed to create and maintain backup copies of the Media.

D. Outreach and Publicity Opportunities

If you or your institution plan to engage in a formal outreach or publicity campaign ("PR activities") (e.g., press releases, publications by news media, social media campaigns) using the Media or concerning the Collections Items, you must notify the Museum and allow the Museum to approve the use, such approval not to be unreasonably withheld. If the Museum does not specifically object to your proposed PR activities within five business days, the use is deemed approved. The Museum may, at its own expense, choose to coordinate with such PR activities. Please communicate your plans to the Museum with as much lead time as possible, but at least seven days in advance. For other, informal public communications (e.g., isolated social media posts, incidental references in a blog post or public program), you need only cite the Museum as required by the Data Norms (<https://www.fieldmuseum.org/field-museum-natural-history-conditions-and-suggested-norms-use-collections-data-and-images>).

Requests should be sent to Museum staff who authorized the loan and the PR contact listed on the Access Agreement.

E. Special Circumstances

1. Embargos

Upon request, the Museum will embargo distribution of the Media for three years after Media creation or until the date the Media is published, whichever is sooner. After the initial three-year term you may, for reasonable cause, request up to three additional one-year extensions.

_____ Embargo requested. Expires _____

2. Additional Restrictions

The use of some Collections Items may be further restricted due to cultural sensitivity issues (e.g., human remains, sacred objects) or the Museum's contractual or legal obligations (e.g., conditions on accession or collecting permits, third party intellectual property rights, Nagoya compliance requirements). Nothing in this Agreement should be construed as superseding or obviating any requirements of your Access Agreement or in any other previous or subsequent agreements between you and the Museum concerning

any restrictions placed on your use of the Collections Items or the creation or use of Media derived from such Collections Items.

Such restrictions will be defined in your Access Agreement. If a term in this Agreement conflicts with a term in your Access Agreement, the terms of your Access Agreement control.

I have read and understand the above and agree to these terms and conditions.

For Researcher/Borrower:

Individual Name

Institution Name

Date

For Field Museum:

Responsible Employee

Title

Date

Contact Information:

PR Contact: media@fieldmuseum.org

Collections Contact: [Refer to Access Agreement for Museum staff who authorized the loan/access.]