



LOPPE Gabriel, La Tour Eiffel foudroyée,
Musée d'Orsay. © Photo RMN

General Terms 2010

Photographic documents : the concession of rights

Any use of the photographic documents, loaned or purchased for reproduction or representation purposes is subject to authorisation from the Photographic Agency of the RMN. Such use must be specified in the order and incurs invoicing for the rights by the photographic agency.

The rights agreement is only effective upon receipt of the full payment of the bill.

Any new use requires a fresh request and the settlement of new rights. The fact of passing an order implies the unreserved and full acceptance of the current general conditions.

Any copying from these documents is strictly forbidden.
Any re-publishing, transfer to other media, change of title, any transfer to a data base or to a third party, is strictly forbidden without the prior agreement of the agency.
Any ceding or retrocession, resale or loan to a third party of the photographs is forbidden without the agreement of the agency.

The ceding of rights of the photographic documents is carried out non-exclusively, for a fixed period of time, and over a fixed area.

Photographic credits are compulsory on any reproduction or representation of photographic documents. The credit must be placed in a manner easy to read with respect to the photograph, next to it, or in a photographic index set aside for the purpose.

In the absence of any written agreement with the RMN photo agency, any modification of a photographic document implicates the client who alone assumes and accepts the full responsibility of any captions carried out at the initiative of his publishers. The client alone will be the subject of any eventual legal action.

Protection of photographic documents

The communication and use (reproduction-representation) of photographs are subject to the legal frameworks laid down in the laws of 11 March 1957 and of 3 July 1985 which cover authors' copyright. In France, authors' copyright is governed by the Code of Intellectual Property of the 1st July 1992 which groups together the laws relative to intellectual property, notably that of 11 March 1957 and the law of 3 July 1985.

Rights of reproduction. (Art L 122-3) : Reproduction consists of the material fixing of the work by any process which allows it to be communicated to the public in an indirect manner. This may be carried out notably by : printing, drawing, engraving, photography, moulding and any procedure of the graphic and plastic arts, and by mechanical, cinematographic or magnetic recording. With architecture, reproduction consists also in the repeated execution of a model plan or project.

Rights of representation. (Art L 122-2) : Representation consists of the communication of the work to the public by any process whatsoever, and notably :

1. by public recital, lyrical works, dramatic representation, public performance, public projection and the transmission of the same in a public place by televisual means.
2. by televisual means: this is understood to mean any telecommunication of sound, images, documents, data, and messages of any kind.

Certain works are subject to the collection of complementary author's rights, coming on top of the right to photographic use as outlined above. Authors' rights are applicable normally 70 years after the calendar year in which the author died. It should be understood that authors' rights can lead to the refusal of certain adaptations or exploitations of the work.

Such fees and royalties are generally collected by the ADAGP, 11 rue Berryer, 75008 Paris, Tel. 33 (0)1.43.59.09.79 (www.adagp.fr) or, for works by Matisse, by the Matisse estate, 92 avenue du Général de Gaulle 92130 Issy les Moulineaux - Tel 01 40 93 46 18 (mailto:gwenaelle.fossard_lhm@orange.fr) and, in the case of works by Picasso, by the Picasso Administration 8 rue Volney 75002 Paris - Tel 01 47 03 69 70 - Fax 01 47 03 69 60 (www.picasso.fr).

For book publications it is recommended that reference be made to the User's Code governing photographic illustrations signed between the Comité Français du Droit d'Auteur des Photographes and the Syndicat National de l'Édition, as well as to the conditions outlined below.

The Photographic Agency of the Réunion des Musées Nationaux owns the exclusive right to manage the authors' copyrights for :

- Brassai (known as), Halasz Gyula (1899-1984),
- the Médiathèque de l'architecture et du Patrimoine (formerly the Association Patrimoine Photographique).

The reproduction and representation of these works must be the object of a prior authorisation and the settlement of the author's rights as they pertain to the RMN.

The ceding of rights of reproduction or representation does not include the necessary authorisations relative to the exploitation des œuvres de l'esprit or of the image of persons represented on the photographic documents.

The Photographic Agency of the RMN cannot be held responsible for a use which has not been the object of all the necessary authorisations linked to the protection of works and of the persons represented, and of the settlement of rights due to artists or to their representatives.

Conditions of communication

Any request for photographic documents must lay down precisely what type of use is envisaged : a description of the medium used in the reproduction, its geographical distribution, its publication date, the number of copies to be made on the material support chosen.

The agency places photographic images that belong to its collections at the disposal of the public. To allow the client to settle upon a final choice, documents may be lent out for a period of two months: these documents take the form of downloaded digital images sent by e-mail, cd-roms sent by post, ektachrome prints sealed in a pochette. Any ektachrome returned with the seals broken will be charged for damages.

Each search and send service triggers a minimum billing for handling fees. These costs are not billed where photographic documents give rise to the payment of rights.

The agency reserves the right to a search fee where the work required of a researcher engaged on a client's account, proves to be complex.

A deposit of 500 Euros may be payable for any loan in excess of 20 photographic documents.

The sale or loan of photographic documents, as well as any costs or indemnities that may accrue, are independent of the rights due on the use of these photographic documents for the purposes of reproduction or representation.

Black and white, or colour print runs must be paid at the time the order is made, following receipt of the estimate.

The client or end-user is solely responsible for any loss or deterioration caused by a third party to whom he/she may have entrusted the documents for the purposes of delivery elsewhere (a delivery company, the postal service, etc)

The sending of the end-use material as evidence

Two copies of any eventual publication using the material must be sent before it reaches the public domain to the Photographic Agency of the RMN at 254-256 rue de Bercy - 75577 PARIS cedex 12
Any delay or omission in the sending of the said product will trigger a doubling of the costs of royalties that the client may not gainsay in any case whatsoever.

Sending Artwork Approval Sheets ("BATS") may be required depending upon the nature of the reproduction project.

Compulsory acknowledgements and photographic credits

Any reproduction or representation in any form and in all cases whatsoever, must display the obligatory acknowledgements and photographic credits that appear on the delivery note that accompanies all photographic documents. Any omission of credits, or credits grouped in such a way as to have no reference to the reproduction, will incur a doubling of rights fees.

Special cases :

For Brassai : the name of the artist, the title of the work, the date of the work, the place where the work is normally conserved, followed by :

© ESTATE BRASSAI - RMN

For the collection Médiathèque du Patrimoine

© Ministère de la culture - Médiathèque du Patrimoine, dist.RMN / photographe

For the collection of Musée National d'Art Moderne (Centre National d'Art Contemporain Georges Pompidou)

© Collection Centre Pompidou, dist.RMN / photographe

Returning ektachromes and the destruction of digital files

Photographic documents are, as of right, the property of the photographic agency. Ektachromes must be returned to the agency in the agreed time-limits, and in perfect condition. Once the use of the document(s) has incurred the agreement and billing by the agency, the client undertakes to destroy the digital files sent by the agency and agrees as a consequence not to reuse this data in any way whatsoever.

Should the ektachromes be borrowed beyond the agreed time-limits - without the sending any formal notification - the costs incurred by retaining the documents will as of right, be charged. Any photographic document which cannot be returned because of loss or theft or which has deteriorated, will be billed accordingly. Such an indemnity for loss or damage forms no part of the concession of rights.

Payment terms

Payment shall be made on receipt of the invoice by cheque, bank mandate, direct debit or credit card (Visa, Eurocard, Mastercard only) in Euros made out to the Réunion des musées nationaux and sent to the photographic agency at RMN, 254-256 rue de Bercy - 75577 PARIS cedex 12.

Prices

The rights are fixed in accordance with our price list pertaining at the date of the supplying of the evidence of publication (date of the first public presentation or broadcast, in cases where no other justification exists)

In order to supply an estimate for the author's rights and for the rights of reproduction, we would be obliged if you could supply the following information:

Information on your project

- The nature of the project (book, film, magazine, website, etc.)
- Title of the project
- Date of publication
- Number of copies
- Reproduction format (cover, full page, 1/2 page, 1/4 page, etc.)
- Name and address of your publisher
- Distribution area, language(s) countries.
- Delivery address/ Billing address (with VAT)