



Model Agreements

**for the Use of Donated Images and Image Collections
by Educational and Cultural Organizations**

Introduction and Instructions for Use

Model Agreements for the Use of Donated Images and Image Collections by Educational and Cultural Organizations: Introduction and Instructions for Use

The Visual Resources Association, the international organization of image media professionals, has developed these model agreements to facilitate broader sharing and use of visual materials. Visual materials (such as photographs, drawings, illustrations, paintings, art works, and computer-generated images) are often donated to visual resources collections or libraries at educational and cultural institutions. However, often the terms on which those materials are donated, and the status of any copyright ownership, associated usage rights, or other third-party rights in such materials, are unclear. As a result, institutions receiving such materials may be hesitant to make certain uses of them or to share those materials with others.

These model agreements are intended to help VRA member institutions document the terms on which visual materials are donated, the donor's intent in sharing those materials, and the status of any known rights in the materials. The two model agreements – a ***Deed of Gift*** and a ***License Agreement*** - contemplate two different situations:

- The ***Deed of Gift*** may be used when a donor is donating the physical materials and transferring *all rights* that the donor has in those materials (including any copyrights). [Example: *An instructor donates a number of original slides she photographed in the course of her research or field work with the understanding that the institution receiving those slides can make any use of them, and can control others' uses of those slides.*]
- The ***License Agreement*** may be used when a donor is providing the physical materials or surrogates thereof (such as digital files), but wants to retain his or her intellectual property ownership rights (such as copyrights) in the materials. With a license agreement, the materials are typically provided for limited uses. [Example: *An alumnus allows the institution to make copies of photographs he took for the limited purpose of using them for teaching.*]

Each model agreement sets forth a number of questions to be completed by the donor, followed by several additional terms. To facilitate the use of the model agreements, a short description of the main terms of each agreement, in non-legal language, is also provided (much as Creative Commons provides short, non-legalistic descriptions of its licenses).

These model agreements have been created by the Visual Resources Association's Intellectual Property Rights Committee under the guidance of attorney Gretchen Wagner, and are being provided as a public service. The VRA is not a law firm, and these agreements do not constitute legal advice; nor do they establish an attorney-client relationship. You should consult with your institutional counsel, and any applicable institutional policies, before using these model agreements.

The VRA would like to thank intellectual property attorney Robert Clarida, of the law firm Cowan, Liebowitz & Latman, for reviewing and providing advice on these model agreements.

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