

## General Terms - Photo Library of the MAD

### General rules

- Any use of the photographic documents for reproduction or representation purposes is subjected to authorisation from the Photo Library of the MAD and shall be subject to the following rules :
1. **Any use requires a written request laying down what type of use is envisaged** : a description of the medium used in the reproduction, its geographical distribution, the language(s) in which it will be disseminated and the number of copies to be made on the material support chosen.
  2. **The rights of use fees, the technical fees and the application fees must be paid at the time the order is made, following receipt of the estimate.**
  3. **Any reproduction or representation must display the obligatory acknowledgements and photographic credits set out below.** Any omission of these elements will incur penalties.
    - The title of the work and the name of the author
    - The place where the work is conserved : Paris, musée des Arts décoratifs
      - Paris, musée des Arts décoratifs – collection UFAC
      - Paris, musée Nissim de Camondo
      - Paris, bibliothèque du MAD
    - The photographic credits : ©MAD, Paris / name of the photographer (where given)

We commit ourselves to check the compulsory acknowledgements prior to publication.
  4. **Any reproduction or representation of a work that is not in the public domain requires the authorisation from the author or from his/her representatives and the settlement of rights due to the author or his/her representatives.**  
 Such rights are generally collected by the ADAGP : 11, rue Berryer - 75008 Paris - Tel. +33 (0)1 45 61 03 87, [www.adagp.fr](http://www.adagp.fr)  
 Under article L 123-1 of the Code of Intellectual Property, taken in pursuance of European Directive n° 93/98/CEE of 29 October 1993, property rights endure during the lifetime of the author and continue for 70 years after his/her death.  
**Any reproduction or representation is subjected to the prior authorisation from the author of the represented work or from his/her representatives.** The absence of authorisation constitutes an infringement under articles L 335-2 et seq. of the Code of Intellectual Property.  
**The Photo Library of the MAD 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 the rights due to artists or to their representatives.**  
 Please note that the moral right of the author of the represented work is non-transferable, indefeasible and perpetual. Under article L121-1 of the Code of Intellectual Property, The author has the right to object to the integrity of his/her work being affected (alteration, coloration, destruction, dismantling, combination with other elements...).
- The Photo Library of the MAD is available for publishers and printers to make all the necessary colour corrections from the original works and documents.
- **Any new use, republishing, transfer to other media, any transfer to a third party is strictly forbidden without the prior agreement of the Photo Library of the MAD.** Any new use incurs invoicing for the fees by the Photo Library of the MAD. Violators will be held responsible for any use which may be made by third-parties and will have to pay a fee accordingly.
- **The rights due on the use of the photographic documents for the purpose of reproduction or representation are independent of the author's rights. Any new use of the photographic documents also incurs the settlement of new author's rights .**
- **A copy of any eventual publication using the material must be sent before it reaches the public domain to the Photo Library of the MAD.** Any omission in the sending of the said product will trigger a doubling of the costs of fees.

### Specific cases

- Photographic order related to a loan request for an exhibition  
 The quote is subjected to the acceptance of the loan request by the MAD and to the acceptance of the restoration quote by the borrower. In the event of a loan refusal, the technical expenses incurred prior the final decision will not be refunded .
- Purchase for a use on the internet :  
 Where the authorisation to reproduce is given to you for a use on the internet, you agree to be bound by the following rules :  
 - reproduction in format jpeg, 800x600 in up to 16 millions colours, definition allowing screen view only.  
 - creation of a link to our website [www.madparis.fr](http://www.madparis.fr)  
 - sending of the link and homepage of your website as evidence
- Order related to travelling exhibition form issued by the Exhibition Department of the MAD  
 See special terms and conditions in the exhibition form.