Terms and Conditions
Agreement for Publication of Image(s) of Collection Materials

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User's Indemnification: User hereby indemnifies and holds harmless the College, its directors, officers, employees, agents, and assigns, from and against any claims or damages whatsoever, including reasonable attorney’s fees, with respect to any third
party claims arising from User’s use of College objects, images and/or materials, including any claims arising from User’s failure to investigate and license any third party rights in such objects, images and/or materials.

**Miscellaneous:** The information set forth in the Agreement, including these Terms and Conditions, represents the entire agreement between the parties and supersedes any prior agreements or representations, oral or written. The Agreement may not be modified except in a writing signed by both parties. Waiver of any right under the Agreement at any time does not constitute a later waiver of any rights. The parties shall at all times be considered independent contractors and nothing in the Agreement creates any partnership or joint venture. The Agreement, including its rights and obligations, may not be assigned by User without the College’s agreement in writing. The Agreement shall be construed under the laws of the Commonwealth of Pennsylvania, and any disputes shall come under the venue and jurisdiction of the Commonwealth and Federal courts of Philadelphia, Pennsylvania. The Agreement may be executed in counterparts by facsimile or electronic transmission.

**Non-Profit Status:** Verification is required for all Users claiming non-profit status.

**Image Specifications:** All images will be color & 300dpi, unless otherwise specified or requested.

**Reprint Rights:** The College issues permission for reprint publication only from black-and-white, color, or digital image(s) that were previously licensed or otherwise permitted.

**Reservation of Rights:** The College reserves the right to refuse to grant permission and/or provide image reproductions to anyone who has not complied with its policies. Failure to meet these Terms and Conditions will result in forfeiture of the right to use College photos for publication purposes, unless the conditions are formally waived or altered, in writing, by an authorized representative of the College. The College reserves the right, at its sole discretion, to deny permission to reproduce image reproductions to any applicant without explanation.

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**Image Size:** Image size shall not exceed a maximum size of 600 dpi pixels width and/or height.
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"From the Collection of the Mütter Museum of The College of Physicians of Philadelphia;"
“From the Collection of the Historical Medical Library of The College of Physicians of Philadelphia,” or
“From the Collection of The College of Physicians of Philadelphia.”
If such placement proves to be impractical, alternate placement such as in an index or a list of credit may be approved on an individual basis.

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