9 March 2012

Subject: NGC Request Number 4707

Dear Matthew Reardon,

You will find enclosed two copies of the Agreement concerning the use of images from the National Gallery of Canada’s collection. Please sign both copies, return one copy to the Copyright Division at the address below, and keep the second copy for your files.

This Agreement is not an invoice. If pre-payment has been made by credit card, you will find attached a transaction slip.

Also attached, you will find the terms and conditions that form part of the Agreement. If you are producing a publication or other products with this image, we look forward to receiving two copies as per section 9.0 of the agreement. Please forward these copies to my attention at the address below.

In any future correspondence relating to this request, please quote the National Gallery of Canada Request Number noted above.

Should you have any questions, do not hesitate to contact me at any time and thank you for your interest in the Gallery’s Collection

Kind regards,

Kristin Rothschild
Acting Manager, Copyrights / Gestionnaire intérimaire, Droits d’auteur
National Gallery of Canada / Musée des beaux-arts du Canada
380 Sussex Drive, P.O. Box 427 Station A
Ottawa, ON K1N 9N4
T: 613-949-1111 F: 613-990-9986
krothschild@gallery.ca
Agreement concerning Use of Images from the National Gallery of Canada and it affiliates the Canadian Museum of Contemporary Photography

Date: March 09, 2012

Between: Matthew Reardon
University of Iowa
1527 Aber Ave. Apt 9
Iowa City, Iowa
52246
3193218956
m.reardon348@gmail.com

And: National Gallery of Canada
380 Sussex Drive
P.O. Box 427, Station A
Ottawa, Ontario
K1N 9N4

Ship to: Matthew Reardon
University of Iowa
1527 Aber Ave. Apt 9
Iowa City, Iowa
52246

Work of art information:

<table>
<thead>
<tr>
<th>Title of Work:</th>
<th>Artist Name:</th>
<th>Acc. #:</th>
<th>Work under © in Canada:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Death of General Wolfe</td>
<td>West, Benjamin</td>
<td>8007</td>
<td>No</td>
</tr>
</tbody>
</table>

Photographic material:

High Resolution Digital Image

Use of image:

in doctoral dissertation titled "The Bonds of Manhood: Public Life, Homosociality, and Hegemonic Masculinity in Massachusetts, 1630-1787", to be presented to The University of Iowa, with a total print run of 10 and to submitted electronically to ProQuest University Microfilms International in 2012

Total Costs in Canadian Dollars and before Taxes, if applicable:

$70

If this work of art is under Public Domain in Canada, the Laws and conventions in other countries may require further clearance of copyrights. Please ensure all copyrights have been cleared for this use.
Signatures:

The user and the National Gallery of Canada:

I warrant that I have full authority to enter into this Agreement:

________________________
User Name

________________________  _______________
User Signature             Date

Kristin Rothschild
Acting Copyright Manager, Copyright Division
National Gallery of Canada

Date

This Agreement comprises 5 pages and is sent in duplicate. Please refer to the attached Terms and Conditions, which form part of this Agreement. Please sign both copies and return one copy to the Copyright Division, National Gallery of Canada.
1.0 Definitions
1.1 “User” is as named on page one of this Agreement.
1.2 “NGC” is the National Gallery of Canada.
1.3 “Image” includes a photograph, transparency, negative, colour slide, digital file or any item which may be supplied for use set out on page 1 of this Agreement.
1.4 “Internet” refers to the network of networks as it is commonly known during the term of this license.

2.0 Acceptance of Images
2.1 The User agrees to comply with the following terms and conditions. If these terms are not deemed satisfactory, the User must at the User’s cost return to the NGC all the Images supplied, not later than 3 days after receipt.
2.2 All Images will be presumed to be in perfect condition unless the NGC is contacted within 3 days of receipt.
2.3 Unless otherwise specified, the reproduction or other use of any Image by or with the authorization of the User implies acceptance of the terms set out in this Agreement.
2.4 Colour transparencies are provided on a non-refundable rental basis. The date they are due to be returned to the NGC is specified on page 1 of this Agreement.
2.5 The images will be sent by regular mail. If the User requests another delivery service, additional fees may apply.

3.0 Copyright
3.1 The NGC owns the copyright in all Images, unless otherwise indicated on page 1 of the Agreement. Duplication of any kind (analogous or digital) is strictly forbidden unless agreed to in writing by both parties. Unless otherwise indicated in the Agreement, the User acknowledges that the NGC owns copyright and all property rights in all digital images made by the User. The User further acknowledges that the NGC will suffer damage and loss if unauthorized use of the Images is made and the NGC reserves its rights to damages from the User in this regard.
3.2 The NGC accepts no responsibility for authorizing any acts with respect to other copyrights in the Image or in any underlying work, e.g. the artist’s copyright. The User assumes the responsibility of ensuring that any and all consents required for the reproduction are obtained prior to use. If copyright holder information is supply, the NGC does not warrant the accuracy of the information.
3.3 The User will provide a copyright notice for the Publication or Product in a prominent manner that is obvious to the consumer.

4.0 Use (General)
4.1 Nothing set forth in the agreement shall restrict the NGC’s rights to or use of the Images. All rights, including copyright in the Images supplies by the NGC, other than the non-exclusive license outlined herein, unless otherwise noted, will remain vested with the NGC.
4.2 Permission to reproduce is strictly limited to the precise use detailed in page 1 of the Agreement. Unless otherwise specifically agreed in writing, reproduction permission will apply to one edition only, one single publication, one screen, in one size, one language. The Images may not be distributed, published, or communicated to the public by telecommunication in any form or medium.
4.3 No rights licensed to the User may be assigned to a third party, nor may any Images sent to the User by the NGC be loaned or transferred to third parties except for the purposes as set out in the Agreement. These terms and conditions of use are binding upon their heirs, successors, administrators, and permitted assigns, sublicensees and subcontractors of the User.
4.4 This Agreement will terminate within 30 days if the User enters into Liquidation, has a receiver appointed, or if the User fails to perform any of its obligations under this Agreement and fails to remedy them within 30 days of written notice. In the event of termination, all rights granted under this Agreement will immediately revert to the NGC and any further exploitation of the Images by the User will constitute an infringement of copyright and a breach of contract.

4.5 Images supplied by the NGC cannot be used to show or imply that the NGC endorses any commercial product or enterprise, concurs with the opinions expressed in, or confirms the accuracy of any text (unless supplied by the NGC) used with or accompanying the Images.

4.6 The Images will not be retained in any image library, digital databank or similar image storage arrangement. The client will delete digital files and destroy CDs containing the Images after the licensed use is completed. For print reproduction, the licensed use will be completed within one year from the date of this Agreement.

4.7 The User may not produce a publication, product or database in which the number of Images exceeds 15% of the total number of images included in such publication, product or database without the prior written consent of the NGC.

4.8 The NGC's name, logo, or images may not be used in any manner in connection with the product, including, but not limited to advertising and promotion, except as may be agreed to in writing.

5.5 Use (Design and Production)

5.1 Any reproduction of an Image must be a true representation of the original work.

5.2 The Image may not be masked out, cropped, rotated, flopped, guttered, bled, animated, superimposed with type or other material, printed on coloured stock or in any way altered without prior written agreement from the NGC.

5.3 The NGC reserves the right to approve a colour proof of any reproduction prior to printing. The NGC can, at its discretion, withhold the right to reproduce the Image granted herein if the quality of the reproduction falls below any standard as set by the NGC.

5.4 The NGC must approve in advance of publication the use of any detail of an image. Upon approval, the word “detail” will be included in the caption. Unless otherwise agreed to in page 1 of the Agreement, the Image must be reproduced at least once in full if a detail is approved.

5.5 Unless otherwise indicated on page 1 of the Agreement, each reproduction of an Image must indicate, without editing or omission, the name of the artist, (or if the artist is unknown, the school), the title and date of the work being reproduced, and the phrase National Gallery of Canada, Ottawa, and any other credit information (such as the photographer's name) as supplied on the labels which accompany the Images.

5.6 The credit text described in 5.5 will be typeset in a manner that in no way suggests a hand-written signature. The Publication or Product will not be marketed as “limited edition”.

6.0 Use (Additional Conditions for Electronic Uses including Film, Video, and Internet)

6.1 For moving film or video images, the credit line described in 5.5 will appear as a rolling credit at the end of the film or video.

6.2 For still images, the credit line described in 5.5 will appear on the same screen or no more than one click away from the still digital image.

6.3 Still images may contain no greater resolution than 600 x 800 pixels, proportionate to the scale of the Image unless otherwise specified in page 1 of this Agreement. Still digital images may contain no more than 72 dots per inch unless otherwise specified in page 1 of this Agreement.

6.4 Digital images may not be used as navigational icons.

6.5 For video and film products, zoom, pan and dissolve shots may be used as long as the Image is reproduced at least once in full.

6.6 The copyright notice as described in 3.3 will prohibit reproduction of the Images when downloaded by third-party users of the web site except for a single copy for personal use only (non-commercial, domestic use by an individual). The copyright notice will prohibit any other reproduction and any further communication or transmission to the public, public performance, display, rental, lending or storage in any retrieval system by third-party users.
7.0 Payment

7.1 The NGC may require pre-payment before releasing images. The NGC accepts cheques, money orders, Visa, Mastercard and American Express credit cards. Wired payments are acceptable in the local (eg. Non-Canadian dollars) currency for an additional $15.00 to cover bank charges. Unless the User provides the NGC with exemption certificates in a form satisfactory to the NGC, the User agrees to pay the NGC all applicable provincial and federal sales taxes. Please forward all payments to Accounting and Treasury Services, Accounts Payable. Please quote the order number as indicated on page 1 of the Agreement.

7.2 The sale or rental of images is non-refundable. Only the permission fee may be refunded to the User if the Publication or Product is not made.

7.3 Permission to reproduce is only granted after the agreed upon fee has been fully paid. The NGC reserves the right to refuse permission to use the Images if an invoice related to the reproduction remains unpaid.

7.4 Failure by the User to include the correct credit line may, at the discretion of the NGC, result in an additional charge of 50% of the original reproduction fee.

8.0 Return of Colour Transparencies

The User will return colour transparencies to the NGC by the due date indicated on page 1 of the Agreement. Unless an extension date is negotiated with the NGC, the User will be charged additional monthly fees of $50 per month or part thereof. Replacement fees of $300 per transparency will be charged for lost or damaged transparencies. The User will use an insured and trackable delivery service or a commercial courier service to return the transparencies and is responsible for their safe and timely return. The User will package the transparencies between rigid pieces of cardboard.

8.1 The User will pay any duty, excise or brokerage fees related to the return of the images.

9.0 Sample Publication and Products

The User will send the NGC one copy of printed publications (catalogues, books) and a minimum or 3 copies of other published materials in all other media within 30 days of publication. The User will pay any duty, excise or brokerage fees related to sending sample publications to the NGC. For Internet use, the User will provide the NGC for NGC use only the site address and any applicable passwords at no subscription cost.

Universal Resource Locator (URL): ____________________________

Password: ____________________________