Agreement for Use: University of Mississippi as Copyright Holder

As an inducement to and partial consideration for Archives and Special Collections, University of Mississippi Libraries ("Special Collections") providing certain photographs or reproductions, and/or moving image footage ("materials"), the undersigned ("applicant") agrees and consents to the following terms and conditions:

1. Special Collections may, at its discretion, provide materials in accordance with its current fee schedule and the terms hereof.
2. Fees: Applicant agrees to pay fees set by Special Collections in full upon submitting its order.
    a. For moving image footage: Within one week of final edit, applicant shall supply a copy of the production and an edit list with the tally of the amount of footage used. Applicant will be billed for any license fees due to Special Collections over and above the minimum license fee.
3. Use: Applicant is granted permission for non-exclusive, one time use of the material. Applicant must re-apply to use material in subsequent use, such as reformatting, new editions of a publication, or production, requiring separate request and fees if applicable.
4. Ownership: All materials remain the property of Special Collections. The applicant agrees to return all materials within 60 days, including material duplicated but not used in the production such as: video tape, film footage, trims and outtakes (for moving image footage), and to destroy all digital files.
5. Gratis Copy: A copy of the completed work must be donated to Special Collections for the institution's records.

Special Collections retains all rights it has in materials including, without limitation, its right to publish these materials or to grant permission to others to do so. These materials may not be deposited in or donated to other repositories or libraries.

APPLICANT'S OBLIGATIONS

Applicant is responsible for using these materials in accordance with applicable law, including, without limitations, United States Copyright Law and the laws of privacy and publicity. Applicant understands, and agrees that it has the sole responsibility for acquiring any and all permissions as may be necessary from the subject or subjects whose images appear in the materials to reproduce and use such images.

Applicant agrees to defend, indemnify and hold harmless the Archives and Special Collections, the University of Mississippi, and all its agents and employees against all claims, damages, actions, judgments, and expenses (including reasonable attorneys' fees) arising from any claims or allegations of copyright infringement, invasion of privacy and/or rights to publicity and any claims arising from failure to obtain adequate permissions from the subjects in the material(s).

<u>Attribution</u>
Applicant agrees to credit the source of the images in the official credits and acknowledgements of its production as follows: Archives and Special Collections, University of Mississippi Libraries. Except as stated herein, applicant will not use the name of the Visual Collections, Archives and Special

Collections, or the University of Mississippi in connection with its production, its distribution, advertising or publicizing, without the written consent of the institution.
Acknowledgement of donor/creator will be made where appropriate: *e.g. Martin J. Dain Collection, Archives and Special Collections, University of Mississippi Libraries.*

APPLICANT INFORMATION

Name: _____

Institutional Affiliation: _____

Street Address: _____

State: _____   Zip Code: _____

Email: _____

Phone: _____   Fax: _____

Title of Project: _____

Format(s) in which material will be used: _____

Brief description of project and use of the Archives and Special Collection materials:

_____

_____

_____

List of materials requested: _____

_____

_____

_____

_____

_____

I understand that the information provided herein will be relied upon by Special Collections. I have read this Agreement and agree to the terms hereof.

Signature (*Applicant*):_____ Date:_____

Signature (*Special Collections*):_____ Date:_____