VISUAL COLLECTIONS ARCHIVES AND SPECIAL COLLECTIONS J. D. WILLIAMS LIBRARY UNIVERSITY OF MISSISSIPPI

Agreement for Use: With Consent of 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: Special Collections provides these materials subject to the scope of the permission and consent of the copyright owner attached hereto. Applicant agrees to use the material only for the purpose stated herein. Applicant agrees to be bound by the consent attached hereto.
 - a. For moving image footage: Applicant is granted permission for non-exclusive, one time use of the material. Applicant must re-apply to use the material in any manner other than as described herein or in another production.
- 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.

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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).

Attribution

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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 Special Collection materials:		
List of materials requested:		
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:	
(approxim).	Buc	
Signature		
(Special Collections):	_ Date:	