

Agreement For Use of Materials UM Does Not Own Copyright Private Study, Scholarship or Research

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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.
3. **Use:** Applicant represents that the material will be used only for private study, scholarship, or research.

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4. **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 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).

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6. Applicant information:

Name: _____ Phone: _____

Address: _____

Institutional Affiliation: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

7. Project Information:

Title of Research Project: _____

The Material will be used for: (check applicable use):

- Private Study
- Scholarship
- Research

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

Brief description of project and use of Special Collections 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: _____ Date: _____
(Applicant)

Signature: _____ Date: _____
(Special Collections)