

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

As an inducement to and partial consideration for Special Collections, University of Mississippi Libraries (“Special Collections”) providing certain photographs, copies, or reproductions (“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.
3. **Use:** Applicant represents that the material will be used only for private study, scholarship, or research.

“Print Materials:”

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be “used for any purpose other than private study, scholarship, or research.” If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of “fair use,” that user may be liable for copyright infringement. This institution reserves the right to refuse to accept a copying order if, in its judgment, fulfillment of the order would involve violation of copyright law.

“Non-Print Materials” (a musical work, a pictorial, graphic or sculptural work, or a motion picture or other audiovisual work other than an audiovisual work dealing with news):

These materials are being provided to you upon your representation that you will use them for only private study, scholarship or research that is “fair use” under the United States copyright laws. It is your responsibility under this agreement only to make “fair use” of these materials. If you use these materials for any other purposes in excess of fair use, you may be liable for such use.

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.

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 understands and agrees that it has the sole responsibility for determining whether any such permission is necessary. Applicant understands and agrees that if any permission is necessary, it shall have the attached Confirmation of Permission Form completed by the subject(s) whose images appear in the materials and return a signed copy to Special Collections prior to reproduction and use of the images. Applicant understands and agrees that the University will provide no representation as to the adequacy of any permission obtained. Applicant understands and agrees that this Agreement shall automatically terminate if the Applicant does not provide the signed form to the University prior to reproduction or use. The University reserves the right to take all measures it deems necessary if allegations arise that adequate permissions were not obtained.

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 related to this Agreement, 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).

5. **Attribution:** Applicant agrees to credit the source of the images in the official credits and acknowledgements of its production as follows: Special Collections, University of Mississippi Libraries. Except as stated herein, applicant will not use the name of Special Collections, or the University 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.

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: _____
(Applicant)

Signature: _____
(Special Collections)

Date: _____

Date: _____