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:”

   ![Print Materials](image)

   “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):

   ![Non-Print Materials](image)

   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)