

# Agreement For Use of Materials

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 as determined by Special Collections in full upon submitting its order.
3. **Use:** Special Collections, subject to the other terms and conditions contained herein, grants to the applicant permission to make the following use of the materials (**check one**):
  - Single Use:** Applicant is granted permission for a non-exclusive, single language, one time, single use, of the material(s) in a publication, exhibit, or other medium. This single use permission allows Applicant to produce multiple copies of the same publication. A separate request and payment are not required for a single publication to be displayed by Applicant in multiple mediums (for example, print and digital versions of the same work). Subsequent use of the material(s), including, without limitation, reformatting, reprints or new editions of a publication, requires a separate request and payment of additional fees. All materials will remain the property of Special Collections. The applicant agrees to return all materials within 60 days and to destroy all digital files. A copy of the completed work must be donated to Special Collections for the institution’s records.
  - Personal Display:** Applicant is granted the right to display this print for non-commercial personal enjoyment purposes. All other rights, including the right to reproduction, remain with Special Collections, University of Mississippi Libraries.

Applicant agrees to use the material only for the purpose stated herein. Applicant understands that all rights granted hereunder are limited to the extent of Special Collections’ actual ownership interests in the materials and that applicant has the duty to investigate ownership and obtain all necessary permissions prior to use of the materials.

Special Collections retains all rights it has in materials including, without limitation, its rights to publish, reproduce, or distribute 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/or use such images.

Applicant agrees to defend, indemnify and hold harmless the department of 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 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 the 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: \_\_\_\_\_

Format(s) (book, DVD, film. . .): \_\_\_\_\_

Brief description of project and use of 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)