Moving Image Agreement with Consent of Copyright Holder

As an inducement to and partial consideration for Special Collections, University of Mississippi Libraries ("Special Collections") providing 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 as determined by Special Collections upon submitting its order. Within one week of the final edit, applicant shall supply a copy of the production and an edit list with a tally of the amount of footage used. Applicant will be billed for any license fees due 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.

   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. 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, and to destroy all digital files. A copy of the completed work must be donated to Special Collections for the institution’s records.

   Applicant understands 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 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 agrees to defend, indemnify and hold harmless 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 or trademark 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: 1) Southern Media Archive, Special Collections, University of Mississippi Libraries or 2) Special Collections, University of Mississippi Libraries. Except as stated herein, applicant will not use the name of the Southern Media Archive, 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 e.g. Lytle Collection, Southern Media Archive, Special Collections, University of Mississippi Libraries.

6. **Applicant information**:

Name:______________________________ Phone:______________________________

Institutional Affiliation:________________________________________________________

Address:_______________________________________________________________________

______________________________________________________________________________

Phone: _______________ Fax:_____________________ Email:______________________

7. **Project Information**:

Title of Research Project:__________________________________________________________

Format(s) (book, DVD, film . . .):____________________________________________________

List of materials requested: _______________________________________________________

______________________________________________________________________________

Brief description of project and use of Special Collection materials: ______________________

______________________________________________________________________________

______________________________________________________________________________

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)