

## USE AGREEMENT FOR CLEAVES LAW LIBRARY ORAL HISTORY PROJECT

As an inducement to and partial consideration for Nathan & Henry B. Cleaves Law Library (“Cleaves”) providing certain moving image footage or audio files (“materials”), the undersigned (“Applicant”) agrees and consents to the following terms and conditions:

1. Cleaves 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 Cleaves 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 then be billed for any license fees due Cleaves over and above the minimum license fee.
3. **Use:** Cleaves, subject to the other terms and conditions contained herein, grants to the applicant permission to make the following use of the materials:

*Single Use:* Applicant is granted permission for non-exclusive, one time use of the material. Applicant must re-apply to use the material in another production. All footage or audio remains the property of Cleaves. Applicant agrees to return all materials within 30 days including material duplicated but not physically used in the production such as: video tape, film footage, trims and outtakes and audio files, and to destroy all digital files.

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 Cleaves’s 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.

Cleaves 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.

In addition, both not-for-profit and commercial users must agree to the following conditions:

A copy of the product in which the oral history image or audio was used will be provided to Cleaves Law Library at no cost. This condition may be waived subject to approval of a written request submitted to the Library. If the final product is a posting on an electronic site accessible by the public, the URL shall be provided.

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, or any audio recording of a person's voice.

Applicant agrees to defend, indemnify, and hold harmless the Nathan & Henry B. Cleaves Law Library, 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 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 or audio in the official credits and acknowledgements of its production. Except as stated herein, applicant will not use the name of Cleaves in connection with its production, its distribution, advertising or publicizing, without the written consent of the Library. Acknowledgement of donor/creator will be made where appropriate.

**6. Citation:** Applicants will properly cite the interviews they use, even for personal or research use. Citations should include: Copyright notice, name of the narrator, name of the interviewer, date of interview, number of the interview as it appears in the collection catalog, Cleaves Law Library Oral History Project.

Example of citation: © Copyright 1999 Cleaves Law Library, Interview with Hon. Morton A. Brody by Hon. Daniel E. Wathen, October 1, 1999, Interview No. 6; Nathan & Henry B. Cleaves Law Library Oral History Project.

**8. Applicant information (please print):**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Institutional Affiliation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**9. Project Information:**

Title of Research Project or Use: \_\_\_\_\_

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

List of materials requested: \_\_\_\_\_

\_\_\_\_\_

Brief description of project and use of materials: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that the information provided herein will be relied upon by Cleaves. I have read this Agreement and agree to the terms hereof.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Agent/Representative of Cleaves

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Agent/Representative of Cleaves