



THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

The Academic Libraries

Manuscripts Department
Southern Historical Collection
Southern Folklife Collection
University Archives

CB# 3926, Wilson Library
Chapel Hill, NC USA 27514-8890
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Email: mss@email.unc.edu
<http://www.lib.unc.edu/mss/>

GIFT AGREEMENT

This agreement, made in duplicate between James D. Jett/CFMMC (the Donor, understanding this term to encompass the Donor's legal representative) and the Southern Folklife Collection of the University Libraries of the University of North Carolina at Chapel Hill (the Library), in which the Donor gives, donates, and transfers to the Southern Folklife Collection under the below terms, physical ownership of certain materials, described as follows and collectively referred to as the materials.

2000+ hours of recorded musical programs (dating from 1978-present)
from the Carter Family Fold (Carter Family Memorial Music Center
Collection)

(Tentative Title of the Collection)

Terms of Agreement

1. The Library agrees to protect and preserve to the extent feasible and consistent with the Library's usual practices the physical as well as the intellectual contents of the materials.
2. The Library may arrange or rearrange these materials, according to accepted archival principles, to make them more accessible to researchers.
3. The Donor may add other items from time to time, to be receipted for and covered by this agreement. This agreement may be amended by written documents accepted and signed by the Donor and the Library.
4. The Library will respect the Donor's wishes, as stated below, regarding disposition of such materials included in the donated materials as are deemed by the Library to be either duplicative of or inappropriate to the Library's holdings or better placed elsewhere. (Please indicate either that you want such materials *returned to you* or that you grant the Library permission to *transfer or discard* such materials as the staff sees fit).
 - In the event any materials are discarded, they be offered back to the donor
 - The archive will provide the CFMMC with a set of CD-R access copies of the recordings in a timely manner as previously agreed upon.
 - Any earnings from a joint publication would be split between CFMMC and UNC
5. The Donor warrants that no other individual(s), institution(s), or other entity(ies) has (have) interest in the materials covered by this agreement except as stated below. (Please indicate, if appropriate, whether copyright has been waived by release form(s) or agreement(s) made with correspondent(s), interviewee(s), or other(s) represented in these materials).
 - Copyright to the recordings be retained by the CFMMC.
 - That the CFMMC be able to borrow materials from the archive for special projects
6. The Library undertakes to protect by the means set forth in this paragraph the Donor's interest in the intellectual contents of the materials in exchange for the permission hereby granted to allow (except as noted in item 7 below) researchers both to examine the materials and to receive copies of specific items for personal use. Records pertaining to the use(s) of the materials covered by this agreement will be kept by the Library, and, if copies are made, researchers ordering or making the copies will be required to agree in writing to use the copied items solely for personal research. Researchers will be advised as well that use for any other than personal research or educational instruction is regulated by the laws of copyright. The Donor shall be exempt from such restrictions in those cases where the Donor holds copyright.

7. The below itemized list states the Donor's required restriction(s) on access and use of the materials or a stated portion of them for specified period(s) of time and further states how access and use shall be permitted during the period(s) in which the restriction(s) pertain(s).
That researchers be allowed to listen to all recordings in the library's listening room, but any duplications or requests would require the review and permission of the donor, to include any commercial labels, film makers, etc..
8. The Library may apply greater restrictions on access to all, or part, of the materials for ethical, legal, or preservation reasons.
9. The Library may, without notice or fee to the Donor, publish, in whatever form(s) it chooses, description(s) of, catalog(s) to, or other announcement(s) of the availability and contents of the materials in the usual and customary places and manners.
10. The Library may, without notice or fee to the Donor, exhibit in whatever form(s) it chooses items from the collection.
11. The Library may, without notice or fee to the Donor, make copies of any of the materials for purposes of preservation and, within the limits set forth in these Terms, public use.
12. Except for limited periods, when certain portions of the materials may be undergoing preservation treatment, the Donor has right of on-site access to the materials covered by this agreement at all times the Southern Folklife Collection are open to the public. Further, the Donor may request copies of any item included in the materials covered by this agreement. The Donor shall be responsible for payment of the usual and customary charges for such copies except either as such charges may be waived in particular instances for courtesy copies of small numbers of pages or as provisions of such copies may be deemed by the Library dangerous to the physical preservation of the original items that are to be copied.
13. The Library need not specially insure the materials covered by this agreement; the materials will be covered by the University's fine arts insurance plan. The Library assumes no responsibility in case of loss or damage by theft, fire, or any other cause.
14. If the Library should be judged to have failed to carry out its responsibilities under this agreement, and if the Donor or any other person seeks to enforce this agreement or claim damages for breach of it, the Library shall have the option of satisfying any obligation imposed upon it by this agreement by returning the given items (and all archival copies of same) to the Donor or the Donor's legal representative.

I, James D. Jett, hereby give the materials listed in the opening paragraph above or subsequently added under Item 3 above and agree to the other Terms set forth within this contract.

Carter Family Memorial Music Center, Inc.,

Donor: James D. Jett
(Signature)
 Name: James D. Jett
 Address: Rt. 1 Box 155
Hiltons, VA 24258
 Telephone: [REDACTED]
 cell [REDACTED]
 Email: [REDACTED]
 Date: 4/2/07

The Library: Stille
(Signature)
 Name: Steven Weiss
 Title: Sound & Image Librarian / Southern Folklife
Director
Collection
 Date: 4/26/07

CFMMMC/SFC Agreement Addendum April 26, 2007:

- 1) The CFMMMC will provide the SFC with a list of high priority recordings requiring access copies to be completed within 5 years. The number will be limited to no more than 300 hours (the equivalent of 200 90 minute recordings).
- 2) The remaining recordings in the CFMMMC collection will be transferred on-demand for the donor by their request. This number will be limited to no more than 40 hours (the equivalent of 26 90 minute recordings) per year.



Steven Weiss
Southern Folklife Collection
CB#3926, Wilson Library
Chapel Hill, NC 27514-8890



James D. Jett
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Hiltons, VA 24258