

YIDFF 311 Documentary Film Archive Agreement / Terms and Conditions

This agreement is made as of _____ (date: e.g. the 1st day of October, 2014) (the "Effective Date") by and between Yamagata International Documentary Film Festival (NPO), #201 9-52 Kinomi-Cho, Yamagata City, Yamagata 990-0044, Japan, ("YIDFF") and _____ ("The Participant") concerning the registration of _____ (film title "The Work") in the YIDFF 311 Documentary Film Archive.

1. Purpose and Services

1-1

The purpose of this YIDFF 311 Documentary Film Archive ("Archive") is to collect, catalogue, preserve and provide access to documentary films and related materials about the Great East Japan Earthquake of March 11, 2011 in consistency with copyright law in Japan. The Archive shall become a reference site for future learning about the disaster and its aftermath, and contribute to the development of various academic researches such as quake studies, studies of disaster measures and media/film studies.

1-2

YIDFF shall provide four services for The Participant in the Archive:

- (1) Establishing an online database compiling frame shots and information about The Work ("The Information"), allowing access to The Information on the Archive's website, and sharing The Information with external archives such as National Diet Library's 311 archive Hinagiku (Japan).
- (2) Preserving production and promotion related materials of The Work such as production materials, stills and publicity materials ("The Materials") within Yamagata Documentary Film Library ("Library"; Hirakubo, Yamagata City, Japan) and providing public access for educational and research purposes within the Library.
- (3) Providing individual visitors free access to watch a preview DVD of The Work in video booths of the Library for educational and research purposes.
- (4) Preserving a high-resolution screening copy of The Work ("Screening Copy") in the Library.

2. The Online Database

2-1

YIDFF shall make The Information public on the 311 Documentary Film Archive website.

2-2

YIDFF shall be able to copy, publish, make transmittable and communicate to the public all parts of The Information provided by the Participant. YIDFF shall also be able to edit and process The Information to fit specifications of the website.

2-3

The Participant shall allow the YIDFF to use its standard style of presenting names of authorship in Archive publication.

2-4

YIDFF shall not be responsible for any incidental, consequential, indirect or punitive damages caused by the inaccuracy of The Information provided by The Participant.

2-5

In the case The Information provided by The Participant is only in Japanese, YIDFF shall hold the right to translate The Information to English for Archive publication. The translated texts shall be similarly treated as in items 2-2 and 2-3.

2-6

The Participant must promptly inform YIDFF if there is any alteration in The Information once provided for the Archive publication.

3. Preserving and Providing Access to The Materials in the Library

3-1

YIDFF shall preserve The Materials in the Library and provide individual visitors ("Visitors") free viewing access for educational and research purposes within the Library.

3-2

By the act of providing The Materials to the Archive, The Participant agrees to allow YIDFF to show The Materials to Visitors for the purpose written in the item 3-1.

3-3

YIDFF shall not return The Materials to The Participant for any reason.

4. Access to Preview DVDs in the Library

4-1

YIDFF shall retain two sets of preview DVDs of The Work provided by The Participant and allow Visitors to watch them in video booths within the Library in accordance to their requests.

4-2

By the act of providing the preview DVDs, The Participant agrees to allow YIDFF to loan the DVD to Visitors and let them watch it at the video booth within the Library.

4-3

The Participant shall not claim any fees from YIDFF in compensation for providing the preview DVDs.

4-4

Regarding the item 4-1, YIDFF shall not accept or claim any fees from Visitors for viewing access to the preview DVDs.

4-5

YIDFF shall not allow Visitors to watch the preview DVDs in any other way than is described in the item 4-1.

4-6

YIDFF shall not hold any public screenings using the preview DVDs.

4-7

YIDFF shall not return the preview DVDs to The Participant by any reason.

5. Preservation of a Screening Copy in the Library

5-1

YIDFF shall retain a Screening Copy of The Work entrusted by The Participant in case The Participant irreparably loses or damages the original screening copy.

5-2

The Participant shall not claim any fees from YIDFF in compensation for providing the Screening Copy.

5-3

YIDFF shall not claim any fees from The Participant in compensation for preserving the Screening Copy in the Library.

5-4

YIDFF shall retain the Screening Copy only for the purpose of preservation and for no other use. However, in the case a third party requests to use the screening copy for a screening event, and the Participant agrees after consultation about availability and fees, the Screening Copy may be rented.

5-5

YIDFF shall not return the Screening Copy to The Participant for any reason.

6. Others

6-1

YIDFF shall be able to make alterations to the terms of this agreement whenever YIDFF recognizes the necessity of alteration. In that case, YIDFF shall inform The Participant of the alteration.

6-2

YIDFF shall not be responsible for any loss or damage caused to The Participant by participating in this Archive.

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I hereby agree to the YIDFF 311 Documentary Film Archive Agreement as above and the participation of The Work in the following Archive services:

(Please check the service(s) you agree)

- (1) Registering The Information of The Work in the 311 documentary film database on the Archive website
 - (2) Loaning the Materials to Visitors for perusal within the Library
 - (3) Loaning the preview DVD to Visitors for watching in the video booths within the Library
- *You are required to agree to all (1) – (3) conditions if you participate in the Archive.*
- (4) Providing a Screening Copy in the Library for preservation
- *Optional.*

/ /

Film title

Postal address

Name