

NR_key_name: 8611D38F396B85D0852565B4004EDB06
SendTo: CN=Tom Samoluk/O=ARRB @ ARRB
CopyTo:
DisplayBlindCopyTo:
BlindCopyTo:
From: CN=Laura Denk/O=ARRB
DisplayFromDomain:
DisplayDate: 02/23/1998
DisplayDate_Time: 10:13:19 AM
ComposedDate: 02/23/1998
ComposedDate_Time: 9:21:19 AM
Subject: Lifton Deed

Tom:I rec'd your voice mail about the Lifton Deed of Gift and I just prepared our standard deed of gift for his donation of his 35 mm copy of the Z. film.Provided the Archives GC agrees, I think that our standard deed of gift should work. In it, Lifton will warrant that he possesses "title to, and all rights and interest in, the Donated Materials free and clear of all liens, claims, charges, or encumbrances." Since the "Donated Materials" are defined as a copy of the Z. film, he is just saying that he owns a copy, right? This is not the first time that I quickly reviewed some information that I keep in my files on copyright to see if it would provide any insight. We should definitely double check with the Archives GC, but the treatises seemed to be saying that as long as Lifton is the owner of a particular copy of the film, he can rent or sell (or presumably, donate) his copy of the film (as long as the copyright owner has already controlled the first distribution), and he can display his copy in a public place, such as a museum or an art gallery. If my initial reading of these materials is correct, it does make sense to talk about Lifton possessing title to, and rights and interest in his copy of the film. For your review, here is an e-copy of the draft deed:Would you like me to give Kevin Jessar a call about it? Or do you think we should just send it along in standard form?Let me know if you have any questions today. Otherwise, hope you have a safe trip south from Beantown. See you tomorrow!

Body:
recstat: Record
DeliveryPriority: N
DeliveryReport: B
ReturnReceipt:
Categories: