NR_key_name: 3B855DB0761B307B852564C3005553B8
SendTo: CN=Eileen Sullivan/O=ARRB @ ARRB
CopyTo:
DisplayBlindCopyTo:
BlindCopyTo:
From: CN=Laura Denk/O=ARRB
DisplayFromDomain:
DisplayDate: 06/27/1997
DisplayDate_Time: 11:32:05 AM
ComposedDate: 06/27/1997
ComposedDate_Time: 11:32:00 AM
Subject: Barnes deed of gift
Body: To: Tom Samoluk/ARRBcc: Jeremy Gunn/ARRB From: Laura Denk/ARRB Date: 06/27/97 11:28:14 AMSubject: Barnes deed of giftWhen he called yesterday, Kevin Jessar also wanted to talk about the Barnes deed of gift. It seems that NARA had a problem with it after they received the version with the signatures. He said that paragraph 1 and paragraph 5 were at odds with each other. In paragraph 1, Barnes states that he will retain possession and all rights in the original AP wire copy and donate only a reproduction. Then, in paragraph 5, Barnes says that he gives to the U.S. all intellectual property interest that he now possesses in the donated materials (the reproduction). Jessar thought that paragraph 5 might undercut the Donors copyright interests in the original film, even though paragraph 1 expressly defines "Donated Materials" to include only the reproduction.To solve the problem, Jessar suggested that we replace the language in paragraph 5 with a paragraph that says that either:(1) that Barnes grants NARA a license to use the copy as it wants, but not distribute it to other people, or(2) that Barnes grants NARA a license to use the copy as it wants and distribute it to other people with a copyright notice. (If Barnes takes this route, he will need to send a separate letter to NARA in which he informs NARA who the listed contact will be in the copyright notice.)Would you talk to Barnes and see which of the above he prefers? Thanks. I am attaching a copy of the Deed of Gift so that you can read the specific language.
recstat: Record
DeliveryPriority: N
DeliveryReport: B
ReturnReceipt:
Categories: