

TRANSFER OF MATERIALS AGREEMENT EXPLANATORY NOTES:

1. ***OWNERSHIP**, this term refers to ownership of the physical copy of the material being lodged with AIATSIS. **If the material was written, photographed, drawn, recorded or filmed by you, then you are the creator and owner of the physical copy of the material, or if you have collected, found or inherited the material you are the owner of the physical copy of the material and therefore you or your delegate are in a legal position to enter this agreement.**

It is not a wider claim to the intellectual property or ownership of any traditional knowledge, stories, songs, personal information or expression which relates to or derives from other objects, individuals or communities contained within the material being lodged.

2. This form should be used when a person wishes to transfer ownership (see Explanatory Note 4 below) of material to AIATSIS to be held in its collections. Under the *AIATSIS Act 1989*, AIATSIS is required not to disclose any material held in its collections, if that disclosure would be inconsistent with the views or sensitivities of relevant Aboriginal persons or Torres Strait Islanders. In the event that someone should ask for access to the material you are now transferring to AIATSIS, steps are taken to ensure that the above control on disclosure is observed. Under part C of the form, we seek from you certain information which will assist AIATSIS in fulfilling this responsibility.
3. This form should only be used if you are in the legal position to transfer ownership (see Explanatory Note 1 above) of the material to AIATSIS. If any other person or body, apart from yourself, has any rights in this material which would prevent you transferring its ownership to AIATSIS, we would ask you either -
 - (i) to negotiate with them, if they approve, an agreement enabling you to transfer ownership of the material to AIATSIS; or
 - (ii) to consider with them the option of not transferring the material, but instead depositing it with AIATSIS on agreed conditions of deposit.(An example where another body might have such rights could be if the material was collected while you were working for a land council, or undertaking university supported research.)
4. AIATSIS is the principal national body charged with responsibility for carrying out research and collecting material relating to Aboriginal and Torres Strait Islander studies. Its governing Council and professional staff take their responsibilities for preserving and protecting the materials in the AIATSIS Collections very seriously. These responsibilities include safeguarding the interests and sensitivities of the indigenous people to whom any material in the collections relates. If you sign this form, you should be clear that -
 - (i) you empower AIATSIS to decide over questions of access to, and use of, the material; and
 - (ii) AIATSIS will make those decisions in accordance with its statutory duties to safeguard the interests and sensitivities of the relevant community.

If you wish to proceed, please fill in the preceding paragraphs. You will see that they seek information on –

- your personal details (part A)
- details of the material being transferred (part B)
- access to the material (part C)
- the transfer (part D)

The transfer of ownership of the material to AIATSIS is effected by your signing the transfer at part D.

Office Use Only

Item No:.....

Option:.....

Promoting knowledge and understanding of Australian Indigenous cultures, past and present

Transfer of Material Agreement

Please see Explanatory Notes for further details on this form

A. PERSONAL DETAILS:

Name of donor:

Address (unless you indicate otherwise this address may be given to people requesting information about this material):

Postcode

Phone number(s): (home) (work)

Fax number: E-mail address:

I allow / do not allow my contact details to be disclosed.

B. DETAILS OF THE MATERIAL BEING TRANSFERRED:

Title (Please give your collection a title):

Brief description:

C. ACCESS TO THE MATERIAL

Notwithstanding the transfer of all right and title in the material described above to AIATSIS, the donor is permitted during their lifetime to retain and use a copy of the material for any purpose, and no action shall lie against the donor by AIATSIS in respect of such use.

To assist AIATSIS in complying with its duty to safeguard the interests and sensitivities of relevant Aboriginal persons or Torres Strait Islanders, please fill in the following paragraphs:

1. Name of relevant Aboriginal and Torres Strait Islander individual(s) and their community(ies) and/or other funding organisations who may have rights in this material:

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.....

Their Address(es).....

.....
.....

.....Postcode.....

Phone number(s): (hm) (wk)

Fax number: E-mail address:

Other contact information:

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2. To assist AIATSIS in complying with its Act and curatorial and custodial responsibilities please state your understanding of the attitude of the people you have referred to above, to this material being made accessible to other people:

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3. Please state whether any special conditions should be considered when handling this material, eg, ceremonial or gender restricted material, sensitive genealogical material, photographs or recordings of deceased people.

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D. THE UNCONDITIONAL TRANSFER OF OWNERSHIP

I, the person named in part A, hereby transfer ownership of the material described in part B to the Australian Institute of Aboriginal and Torres Strait Islander Studies ('AIATSIS'). I hereby warrant that I am the owner/the owner's delegate* (see Explanatory Note 1 below) of the item described in this transfer of ownership agreement and have the right to enter this transaction. I also warrant that I hereby transfer full legal and equitable title in the material to AIATSIS. In the event that my title is judicially declared defective, then I agree to indemnify AIATSIS against any awards, expenses, costs or any other like losses incurred as a result of the defectiveness of title. I hereby revoke any previous conditions of restricted access which I may have imposed on AIATSIS or its predecessor, the Australian Institute of Aboriginal Studies ('AIAS'), in relation to the material or any part of it.

.....
Signed

.....
Date

AIATSIS accepts your unconditional gift of the items described in part B.
AIATSIS hereby acknowledges that in accordance with your expressed intention that it now has full title to, and responsibility for, the said items.

.....
Signed, Director, Audiovisual Archives

.....
Date

Please return this form to:

***The Director, Audiovisual Archives
Australian Institute of Aboriginal
& Torres Strait Islander Studies
GPO Box 553
Canberra ACT 2601***