

DEPOSIT OF MATERIALS AGREEMENT EXPLANATORY NOTES:

1. ***OWNERSHIP**, this term refers to ownership of the physical copy of the material being lodged with AIATSIS. It is not a wider claim to the intellectual property or ownership of any traditional knowledge, stories or songs, personal information or expression which relates to or derives from other objects, individuals or communities contained within the material being lodged. Nor is it a claim to the owner's intellectual property beyond its particular expressed in the work lodged, that being any underlying facts, knowledge, analysis, arguments or any other owner's intellectual property which contributes to the work.

2. This form should be used when a person wishes to deposit material with AIATSIS where you still wish to retain copyright and responsibility for the material.

Under the *AIATSIS Act 1989*, there is a general duty on AIATSIS not to disclose any material held in its collections, if that disclosure would be inconsistent with the views or sensitivities of relevant Aboriginal and Torres Strait Islander persons. The AIATSIS governing Council and professional staff take their responsibilities for safeguarding the interests and sensitivities of indigenous people very seriously, and steps are taken to ensure that the above control on disclosure is observed. Under part C of the form below, we seek from you certain information, which will assist AIATSIS in fulfilling this responsibility.

3. In addition to this general requirement to control disclosure of material, there is a specific statutory duty on AIATSIS not to disclose any material deposited with it under conditions of restricted access, except in accordance with those conditions. When a person wishes to deposit material under conditions of restricted access, the usual procedure will be for the relevant member of AIATSIS's professional staff to negotiate with the depositor, with a view to reaching access conditions which are acceptable to both sides. Complying with conditions of deposit can be very demanding on time and personnel, and AIATSIS reserves the right not to accept material where the conditions of deposit are, in its view, unreasonable.

4. At the same time, AIATSIS is the principal national body charged with responsibility for collecting material relating to Aboriginal and Torres Strait Islander studies, and it recognises that there are often valid reasons why certain restrictions should be placed on access to, and use of, material deposited with it. Under part D of the form below, you will be asked to indicate the conditions of deposit which you wish to apply to access to, and use of, the material. Please remember that, as mentioned in para. 2 above, AIATSIS has a general statutory duty to safeguard the interests and sensitivities of relevant Aboriginal or Torres Strait Islander persons to whom deposited material relates, and it is therefore unnecessary to specify such concerns as conditions of deposit. If those are the only concerns which apply, then perhaps a transfer of ownership the material to AIATSIS would be more appropriate. (There is a separate Transfer of Ownership of Material form.)

5. You should only complete this form if you are in the legal position, the owner or the owner's delegate* (see Explanatory Note 1 above) to deposit the material with AIATSIS. If any other person or body, apart from yourself, has any rights in this material which would prevent you depositing it with AIATSIS on the conditions specified below, we would ask you first to negotiate with them, if they approve, an agreement enabling you to deposit the material with AIATSIS on those conditions. (An example where another body might have such rights could be if the material was collected while you were working for a land council).

6. If you wish to deposit material with AIATSIS rather than making a gift of the material to AIATSIS, then the Institute would prefer that you grant them a *non-exclusive royalty free perpetual licence* (part F) to use the material as it sees fit. AIATSIS will do so only with reference to Explanatory Notes 2, 3 and 4 above and in strict accordance with any special conditions for curation. You will retain full ownership and copyright of the material.

7. If you wish to deposit material with AIATSIS rather than transferring ownership of the material to AIATSIS, then the Institute would ask you to ensure that you complete part E of the agreement with a preference that copyright transfer to AIATSIS in the event of your death.

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

- your personal details (part A)
- details of the material being deposited (part B)
- access in general to the material (part C)
- conditions placed on access and use (part D)
- arrangements in the event of death of depositor (part E)
- the licence (part F)
- the deposit (part G)



Office Use Only

Item No:.....

Option:.....

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

Deposit of Materials Agreement

Please see Explanatory Notes for further details on this form

A. PERSONAL DETAILS:

Name of depositor: _____

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 DEPOSITED:

Title: (Please give your collection a title): _____

Brief description: _____

C. ACCESS IN GENERAL TO THE MATERIAL

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:

Address: _____

_____ Postcode: _____

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

Fax number: _____ E-mail address: _____

Other contact information _____

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:

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.

D. CONDITIONS PLACED ON ACCESS AND USE

Complying with conditions of deposit can be very demanding on time and personnel, and AIATSIS reserves the right not to accept material where the conditions of deposit are, in its view, unreasonable. Gender and ceremonial restrictions will always be maintained. PLEASE NOTE: Material will be digitised for both preservation and access. Digitised access copies will be stored in a digital archive.

(Please indicate by a tick in the appropriate boxes whichever conditions you wish to apply.)

1. ACCESS (refers to viewing and listening)

- Relevant Indigenous individuals, communities and funding bodies may view or listen. (you may specify the relevant people if you wish)

AND EITHER:

- (a) The material may be made available for viewing and listening to AIATSIS clients, (this access will only be granted in accordance with any specified special handling conditions).

OR:

- (b) The material may be made available in accordance with the following conditions:

2. USE (use refers to copyright and the permission to make copies of the material for relevant clients for appropriate reasons).

- Relevant Indigenous individuals, communities and funding bodies may have copies. (you may specify the relevant people if you wish)

AND EITHER:

- (a) The material may be copied by/for any AIATSIS user(s).

Tick this box if you wish to be informed, by mail, whenever material is copied.

OR:

- (b) The material may be copied only in accordance with the following conditions:

3. OTHER CONDITIONS

(a) The depositor agrees to keep AIATSIS informed of any changes in name, address or contact numbers. If the depositor cannot be contacted at the address or contact number last notified to AIATSIS, then, the Principal or Institute's Delegate will have discretion to allow use and/or copying of the material. This discretion shall be exercised in accordance with the sensitivity of the material and, where possible, the intention of any conditions of deposit specified above.

(b) If the material described in Part B is restricted for reasons other than privacy, ceremonial or gender sensitivities, the depositor agrees to keep AIATSIS informed of the continued need to restrict the materials. If the depositor does not contact the Institute when a period of three years has elapsed since the deposit, then the Principal or Institute's delegate will have discretion to allow use and/or copying of the material. This discretion shall be exercised in accordance with the sensitivity of the material and, where possible, the intention of any conditions of deposit specified above.

E. TRANSFERRAL OF COPYRIGHT IN THE EVENT OF DEATH

In the event of my death, copyright in the material deposited shall pass to:

AIATSIS In the event of my death, rights, including copyright, in the material deposited shall pass to AIATSIS. These rights will be exercised in accordance with any other rights specified in Part C.

The following beneficiary/beneficiaries (please provide name and contact details)

F. THE LICENCE

To assist AIATSIS to provide the highest standard of client services the Institute would prefer that you grant it a licence to make the material available in a responsible manner.

Please tick box(es) if you agree to the following (see Explanatory Note 6 above):

I grant to the Institute a non-exclusive, royalty free, perpetual licence to use the material described in part B:

- to provide access and use for relevant Indigenous individuals, organisations, communities and funding bodies;
- for public access and use for research purposes;
- for educational purposes;
- to use selected parts of the material in Institute publications, including CD Rom products, with acknowledgement;
- to reproduce the material and to publish selected parts of the material on the internet, strictly in accordance with the conditions suggested in parts C and D, above and with acknowledgement.

G. THE DEPOSIT

I, the person named in part A, hereby deposit the material described in part B with the Australian Institute of Aboriginal and Torres Strait Islander Studies ('AIATSIS') under the terms and conditions set out in part C. I hereby warrant that I am the owner/the owner's delegate* (see Explanatory Note 1 below) of the item described in this deposit agreement and have the right to enter this transaction. In the event that my title is judicially declared defective, then I agree to indemnify the Institute against any wards, 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 _____

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