

Item No:.....

Option:.....



Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS)

Deposit of Material

Please see Explanatory Notes at end 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. CONDITIONS PLACED ON ACCESS AND USE:

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

1. **ACCESS**

EITHER: (a) The material may be made available to any AIATSIS user(s), this may involve remote use via the internet

OR: (b) The material may be made available only in accordance with the following

conditions.....

.....
.....
2. **USE**

EITHER: (a) The material may be copied in its entirety by/for any AIATSIS user(s)

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

conditions.....
.....
.....
.....
.....

3. **OTHER CONDITIONS**

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 a 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.

D. 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): (hm) (wk)

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:

.....
.....

.....
.....
.....
.....

E. THE LICENCE

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

I grant to the Institute a non-exclusive royalty free perpetual licence to use the material described in part B, to make this material available for public access and use for research purposes; to make copies of the material in other formats including digital format; to use the material in Institute publications including CD Rom products; to reproduce the material and to publish selected parts of the material on the internet, strictly in accordance with the conditions suggested in part C.

F. 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.

..... Date
Signed

..... Date
Signed for AIATSIS

Please return this form to:
The Library Director
Australian Institute of Aboriginal
& Torres Strait Islander Studies
GPO Box 553
Canberra ACT 2601

EXPLANATORY NOTES:

1. *OWNERSHIP

The term ownership 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, mythology, personal information or expression which relates to or derives from other objects, individuals or communities contained within the material being lodged.

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 someone delegated by you are in a legal position to enter this agreement.

2. This form should be used when a person wishes to deposit material with AIATSIS under conditions of restricted access or 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 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 D of the form above, 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 C of the form above, 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. 1 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 to use the material as it sees fit, 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, copyright and responsibility for the material.

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 deposited (part B)
- conditions placed on access and use (part C)
- access in general to the material (part D)
- the licence (part E)
- the deposit (part F)