

Suggested Agreement Regarding Ownership of Interviews & Oral-Histories From SNCC Legacy Project & Civil Rights Movement Veterans Website

_____ (referred to after this as "Participant")

_____ (referred to after this as the "Interviewer")

Participant and Interviewer agree to collaborate in the creation of an interview. The interview will be recorded and notes may be taken. Participant and Interviewer intend and understand that the Recording in all forms will be a work of joint authorship under copyright law, and that Participant and Interviewer will jointly own all right, title and interest in the copyrights to the Recording.

Participant and Interviewer understand and agree that this means that each of Interviewer and Participant has equal, separate rights to copy the Recording, distribute copies of the Recording, prepare works based on the Recording ("derivative works"), and to publicly perform and/or publicly display copies of the Recording. Both Interviewer and Participant have the right to give, assign or license any of their rights to another person or institution, including through a public grant of rights through an open license such as a Creative Commons license. Interviewer and Participant are each free to exercise any of these rights without permission from the other. Neither Interviewer nor Participant are required to account to the other for uses made or authorized by either party.

Either party's rights covered by this agreement may transfer to his or her heirs as directed by will or intestate succession unless transferred by that party during his or her lifetime.

Participant understands that Interviewer (and any institution or person to whom Interviewer grants rights) will make the Recording (including any transcripts) available to the public. Part or all of the Recording may be quoted from, published, or broadcast in any medium deemed appropriate by Interviewer (and by any institution or person to whom Interviewer grants rights).

Interviewer agrees to provide Participant with a copy or copies of the Recording in each and every format the Interviewer creates, including video recordings, audio recordings, and transcripts of video or audio recordings, whether digital or analog. To the extent the Interviewer grants another person or institution the right to use the Recording that results in a new version of form of the recording, Interviewer will, upon learning of such new version, take reasonable steps to obtain copies of any new version or form of the Recording and make them available to Participant.

Interviewer agrees that if written transcripts of audio or video recordings are produced, Interviewer will provide Participant with a copy of the transcript if it is feasible to do so. Participant will be afforded a reasonable amount of time to review, correct, amend, or extend his or her transcribed remarks before the transcript is published, posted, or made available to the public, and only the revised transcript may be published, posted, or made available to the public.

I ___| By initialing this box, Participant grants the Civil Rights Movement website and SNCC Legacy Project a nonexclusive, perpetual, world-wide, royalty-free license to post or link to the Recording on their websites (www.crmvet.org/), (www.sncclgacyproject.org/), (www.snccdigital.org), or any successor sites that they may create.

IN WITNESS WHEREOF, Participant and Interviewer have signed this Agreement Regarding Ownership of Interviews as of the dates stated below.

Date: _____

Date: _____

Signature: _____

Signature: _____

Printed Name: _____
(Participant)

Printed Name: _____
(Interviewer)