



ORAL HISTORY AGREEMENT

Smith College Special Collections

We, _____ (Donor / Interviewer), and
_____ (Donor / Interviewee) do herein convey title of our
interview(s) to the Smith College Special Collections (Donee). Donated interview materials may
include but are not limited to the original recording of the interview and any subsequent edited
copies of that recording, as well as all transcripts and accompanying materials related to the
project (interview guides, correspondence, et cetera).

1. Smith College Special Collections will make our interview(s) available for research without
restrictions, unless noted below, for scholarly or educational uses. Use may include
quotation from, publication, or broadcast in any media format including on the internet, as
allowed under fair use as described in Section 108 of the Copyright Act.

2. Copyright (interviewer and interviewee both choose and initial the same one option):

_____ (interviewee initial) and _____ (interviewer initial)

By initialing here, the Donors indicate an express wish to transfer, convey, and
assign to the public domain all intellectual property rights the Donors control
and/or own in the Materials. The transfer of rights will be marked by a Creative
Commons CC0 license.

_____ (interviewee initial) and _____ (interviewer initial)

By initialing here, the Donors indicate an express wish to transfer, convey, and
assign to Smith College all intellectual property rights the Donors control and/or
own in the Materials.

_____ (interviewee initial) and _____ (interviewer initial)

By initialing here, the Donors indicate an express wish to retain full ownership of
any and all copyrights currently controlled by the Donors in the Materials, but the
Donors grant the Donee a nonexclusive right to authorize all uses of these
materials for research, scholarly, or other purposes pursuant to a Creative
Commons Attribution 4.0 International license.

_____ (interviewee initial) and _____ (interviewer initial)

By initialing here, the Donors indicate an express wish to retain full ownership of
any and all copyrights currently controlled by the Donors in the Materials,

excluding access permitted under certain exemptions and exceptions of copyright, such as fair use, regardless of the retention or conveyance of copyright by the Donors.

3. Access:

_____ (interviewee initial, as appropriate)

By initialing here, I indicate that I (interviewee) wish to close my interview until (m/d/y) _____

_____ (interviewee initial, as appropriate)

By initialing here, I (interviewee) indicate that my interview may not be placed on the internet. I understand that unless I indicate that I wish to be identified by a pseudonym, my name and an abstract of this oral history will be listed online, even if the oral history itself is not available online.

_____ (interviewee initial, as appropriate)

By initialing here, I (interviewee) indicate that I wish to be identified by a pseudonym in my oral history and in all descriptions of my oral history.

4. Materials covered by this instrument shall be subject to subpoena or other lawful process, subject further to any rights, privileges, or defenses that the Donor, the Donee, or any other person may invoke to prevent compliance with the said subpoena or other lawful process. To insure Donor the opportunity to raise such rights, privileges, or defenses, the Donee shall notify the Donor or her/his representative, so long as the Donor lives, as expeditiously as possible of the receipt of such subpoena or other lawful process.

Description of Interview

Interview Date and Place

Signatures

Interviewee

_____ Date _____
signature

print name

street city/state/zip country

email address

Interviewer

_____ Date _____
signature

print name

street city/state/zip country

email address

Accepted by

_____ Date _____
Elizabeth Myers, Director, Smith College Special Collections