

OKLAHOMA STATE UNIVERSITY LIBRARY

DEED OF GIFT- Interview and Photograph

I, _____, hereby give to Oklahoma State University the recordings of interview(s) and photograph(s) taken on _____ (referred to collectively as "Recordings" in this agreement), and I hereby grant, transfer, and assign to Oklahoma State University all of the intellectual property rights* I possess in those Recordings.

I understand that Oklahoma State University grants me a nonexclusive license to make and to authorize others to make any use of the Recordings, and that Oklahoma State University will, at my request, make available a copy of the Recordings for such use.

I hereby give Oklahoma State University permission to use my image, likeness, voice, or other personal characteristics in connection with the University's use of the Recordings. I hereby waive any personality rights** and moral rights† associated with the Recordings.

I agree to be identified by name in any transcript or reference to any information contained in the Recordings. If I wish to remain anonymous in any interview transcript or reference to any information contained in the Recordings, I will specify this restriction in paragraph (e) below.

The foregoing gift and grant of rights is subject to the following restrictions, which will be upheld to the full extent possible under U.S. law:

Nothing in this agreement negates my right to withdraw my donation, with the understanding that University will not be able to change any uses, access, or licenses to the Recordings granted prior to my request.

This agreement is binding on the University, its successors and assigns, and on me and my heirs, successors, and assigns. This agreement may be revised or amended by mutual consent of the Interviewee and the Oklahoma State University Library.

Accepted by:

Project Investigator—Oklahoma State University Library

Date _____

Interviewee Signature

Date _____

Interviewee Street/PO Box Address

City _____ State _____ Zip Code _____

Phone Number _____ Email _____

*Intellectual property rights include without limitation all rights granted under copyright, which allows the University to make and distribute copies, perform, display, transmit, and modify, translate, and create other types of derivatives of the Recordings, in whole or in part, in electronic, print, or any other type of media known or unknown.

**Personality rights include the rights of privacy, publicity, and personality such as the right to compensation arising from the University's use of personal characteristics in connection with the Recordings.

†Moral rights include the right of attribution, the right to object to modifications, and the right to object to some types of uses of the Recordings that I might find prejudicial to my honor or reputation. For example, waiving this right allows the University to grant permission for the Recordings to be edited for use in a documentary or other broadcast media.