

Initiating a Federal Court Historical Program

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This Federal Judicial Center publication was undertaken in furtherance of the Center's statutory mission to "conduct, coordinate, and encourage programs relating to the history of the judicial branch of the United States government." The views expressed are those of the author and not necessarily those of the Federal Judicial Center.

Appendix D: Sample Oral History Legal Release Agreements

Below are sample release agreements that can be used to transfer rights in an oral history from interviewers and interviewees to an independently organized historical society or, in cases where the sponsor of an oral history project is a federal court or agency, to the public domain. A release need not be obtained from an interviewer who is an employee of a federal court or agency and who conducts an interview as part of official duties. When a federal court or agency hires someone to conduct interviews, that person retains rights in those interviews unless he or she transfers them to the federal entity, and thus to the public domain.

Anyone with further questions about legal release agreements should consult John A. Neuenschwander, *Oral History and the Law* (Oral History Association 2002).

INTERVIEWER ORAL HISTORY AGREEMENT

Oral History Agreement of [name of Interviewer]

1. Having agreed to conduct an oral history interview with _____ [name of Interviewee] for the Historical Society of _____, and its employees and agents (hereinafter “the Society”), I, _____ [name of Interviewer], do hereby grant and convey to the Society and its successors and assigns, all of my rights, title, and interest in the recordings, transcripts, and electronic copies of interviews dated _____, including literary rights and copyrights.
2. I authorize the Society to duplicate, edit, and publish, including publication on the Internet, or permit the use of, said recordings, transcripts, and electronic copies in any manner that the Society considers appropriate, and I waive any claims I may have or acquire to any royalties from such use.

3. I agree that I will make no use of the interview or the information contained therein until it is concluded and edited, or until I receive permission from the Society.

[Signature of Interviewer]

Date _____

SWORN TO AND SUBSCRIBED before me this
____ day of _____, 200__.

Notary Public

My Commission expires _____

ACCEPTED this ____ day of _____, 200__, by
_____, President of the Historical Society
of _____.

INTERVIEWEE ORAL HISTORY AGREEMENT

Oral History Agreement of [name of Interviewee]

1. In consideration of the recording and preservation of my oral history memoir by the Historical Society of _____ and its employees and agents (hereinafter “the Society”), I, _____, do hereby grant and convey to the Society and its successors and assigns all of my rights, title, and interest in the recordings, transcripts, and electronic copies of my interviews dated _____, including literary rights and copyrights. All copies of the recordings, transcripts, and electronic copies are subject to the same restrictions herein provided.
2. I also reserve for myself and for the executor of my estate the right to use the recordings, transcripts, and electronic copies and their content as a resource for any book, pamphlet, article, or other writing of which I or my executor may be the author or co-author.
3. I authorize the Society to duplicate, edit, and publish, including publication on the Internet, or permit the use of, said recordings, transcripts, and electronic copies in any manner that the Society considers appropriate, subject to the exceptions noted below, and I waive any claims I may have or acquire to any royalties from such use.

Exceptions to Oral History Agreement

(Please initial only those provisions that you wish to apply, and only if you wish to limit the use of your history.)

- A. _____ None of the recordings, transcripts, and electronic copies shall be made available to anyone other than myself, the interviewer, and the Society without my express written permission until _____ [identify date or event].
- B. _____ The following page(s) of the transcript of the interview of me on _____ [date], and the recordings and electronic copies relating thereto, shall be closed to all users until _____ [identify date or event], except with my express written permission.

- C. _____ It is agreed that the Society shall not authorize publication of the transcripts or any part thereof during my lifetime without my express written permission, but that the Society may authorize scholars, researchers, and others to make reasonable quotations therefrom without my written permission.
- D. _____ It is agreed that the Society shall not authorize publication by others of the transcripts or any part thereof, including brief quotations, during my lifetime without my express written permission.
- E. _____ I retain all of my right, title, and interest in the recordings, transcripts, and electronic copies and their content, including literary rights and copyrights, until _____ [identify date or event], at which time these rights shall vest in the Historical Society of _____.
- F. _____ In the event of my incapacity, I designate _____ [Name] of _____ to make decisions related to the use of the interview of me. Upon the death or incapacity of this designee, I authorize the Society to make such decisions on my behalf.
- G. _____ I impose the following conditions: [describe]

 [Signature of Interviewee]

Date _____

SWORN TO AND SUBSCRIBED before me this
 ____ day of _____, 200__.

 Notary Public

My Commission expires _____

ACCEPTED this ____ day of _____, 200__, by
 _____, President of the Historical Society
 of _____.

Interviewer Oral History Agreement—Work for Hire
[Transfer of Rights to the Public Domain]

1. I, _____ [name of Interviewer], agree, in consideration of a payment of _____, to conduct an oral history interview with _____ [name of Interviewee], for the _____ [name of court or agency], as a work for hire. I acknowledge that my work will be in the public domain, and I waive any claim I might have to copyright of any material contained in the interview, including my own words. I also waive any claim I might have to any royalties derived from any work published or disseminated by the _____ [name of court or agency] or any other party, which includes any part of the material resulting from the interview.
2. I agree that I will make no use of the interview and the information contained in it until it is concluded and edited, and that I will use it then if permitted by the _____ [name of court or agency] only according to the policies, rules, regulations, restrictions, and protocols established by the _____ [name of court or agency], and restrictions placed on the material by agreement between the _____ [name of court or agency] and _____ [name of Interviewee] regarding the use of and access to the product of the interview and information contained therein.

Interviewee

Signature _____

Date: _____

Place: _____

Representative of Court or Agency

Signature _____

Date: _____

Place: _____

Interviewee Oral History Agreement
[Transfer of Rights to the Public Domain]

1. In consideration of the recording, transcription, cataloging, and preservation of my oral history memoir by the _____ [name of court or agency], its employees and agents, I, _____ [name of Interviewee], do hereby relinquish and transfer to the _____ [name of court or agency], and thus to the public domain, the ownership of the recordings and transcripts of interviews of me as described below, except as otherwise provided herein. I also convey to the _____ [name of court or agency], and thus to the public domain, all rights, title, and interest I might have in such recordings, transcripts, and their content, including copyrights, and waive any copyright I might have to such recordings, transcripts, and content, except as otherwise provided below.
2. I reserve the right to use the recordings and transcripts, and their content, as a resource for any book, pamphlet, article, or other writing of which I am an author or co-author. This transfer is also subject to the exceptions specifically noted in this agreement.
3. I warrant that I have not assigned, encumbered, or impaired my rights and interest in the recordings, transcripts, and their content referred to above. This warranty shall not apply to information in the interview that may be contained in a prior published work of mine.
4. It is agreed that access to the aforementioned recordings and transcripts shall be available to qualified researchers under the direction and control of the _____ [name of court or agency]. I authorize the _____ [name of court or agency], subject to the following restrictions, to duplicate, edit, publish, or permit the use of my oral history memoir in any manner that the _____ [name of court or agency] considers appropriate, and I waive my claim to any royalties from that use.

Description of material: Recording and transcript from oral history interview sessions conducted by _____ [name of Interviewer] on _____ [date(s)].

Restrictions on Use of Oral History

(Place an "X" next to each box that applies)

_____ I do not wish to place any restrictions on either the recording or the transcript of my oral history interview.

_____ I wish to place the following restrictions on the transcript and/or recording of my oral history interview:

Use with Prior Permission

_____ The _____ transcript/ _____ recording shall not be made available to anyone other than myself, the Interviewer, and designated staff of the _____ [name of court or agency] without my written permission or that of my heirs or assigns.

_____ The _____ transcript/ _____ recording shall not be cited, quoted, or published without my written permission or that of my heirs or assigns.

Date and Substance Restrictions

_____ The entire _____ transcript/ _____ recording shall not be made available to anyone other than myself, the Interviewer, and designated staff of the _____ [name of court or agency] without my written permission until _____ [date]. Thereafter, the _____ [name of court or agency] will allow researchers to read and use this transcript in accordance with the general procedures of the _____ [name of court or agency].

_____ The following page(s) and the recording relating thereto shall be closed to all researchers until _____ [date] except with my written permission to the _____ [name of court or agency]. Thereafter, the _____ [name of court or agency] will allow researchers to read and use this (these) portion(s) of the transcript/recording in accordance with the general procedures of the _____ [name of court or agency].

_____ [indicate page numbers]

Other Restrictions

_____ I will retain all copyright interest in the materials until _____ [date], at which time these rights shall pass in their entirety to the _____ [name of court or agency], and thus to the public domain.

_____ In the event of my incapacity, I designate _____ of the _____ [name of court or agency] to make decisions related to the use of my oral history interview.

_____ The use of my oral history interview is subject to the following additional conditions (if none write "none"):

_____.

Interviewee

Signature _____

Date: _____

Place: _____

Representative of Court or Agency

Signature _____

Date: _____

Place: _____