



Wisconsin Veterans Museum Oral History Program Deed of Gift

The mission of the Wisconsin Veterans Museum Oral History Program is to record and preserve the stories and experiences of Wisconsin men and women who served in the military. To deposit your interview(s) with the Museum, it will be necessary for you to sign this agreement.

This Agreement is made and entered into on this date _____ by and between the Wisconsin Veterans Museum, hereinafter called "Museum,"

_____, hereinafter called "Narrator," and

_____, hereinafter called "Interviewer." Narrator and Interviewer herein permanently donate and convey the oral history interview(s) conducted on

_____ [interview date(s)] to the Museum as part of the Museum's permanent collection. This Agreement relates to any and all materials originating from the interview, including but not limited to audio and video recordings of the interview, documentation accompanying the video/audio recordings, and a written transcript prepared from the recordings, hereinafter called "the Work." Further, the Narrator and the Interviewer grant to the Museum the right to quote or paraphrase all or any portion of the Work.

In making this gift, Narrator and Interviewer understand that they are assigning all right, title, and interest in copyright to the Work to the Museum. By virtue of this agreement, the Museum will have the right to use the Work for any research, educational, promotional or other purpose, including electronic reproduction, that the Museum may deem appropriate and without any further approval. Narrator and Interviewer also grant the Museum the right to use their names, voices, statements, and likenesses in conjunction with any Internet display, media production, promotional material, exhibitions, or any other medium, known or unknown, in perpetuity unless as restricted by the Optional Restrictions contained at the bottom of this document.

In return, the Museum grants Narrator a non-exclusive license to utilize the interview(s) during his or her lifetime. The Narrator and Interviewer acknowledge and agree that neither will receive any other form of payment from the Museum.

The Narrator and the Interviewer hereby release the Museum and its assignees and designees from any and all claims arising out of or in conjunction with the use of the interview, including but not limited to claims for copyright infringement, defamation, invasion of privacy, right of publicity, or any other right. The Narrator and the Interviewer, if not a Wisconsin Department of Veterans Affairs employee, understand that should any of the material contained within the Work expose either to legal actions the Museum shall not be responsible for defending either and shall in no way be held liable for any results from the legal actions.

Should any part of the Work be found to include materials that the Museum deems inappropriate for retention with the collection or for transfer to other collections in the Museum, the Museum may dispose of such materials in accordance with its procedures for disposition of materials.

The Narrator and Interviewer recognize that this document, along with the material originating from the



interview, is a public document and is subject to the Wisconsin Open Records Law.

The Narrator and Interviewer agree that this Agreement is the entire Agreement, supersedes all prior discussions, and the agreement may not be modified, altered, amended, or otherwise changed except by mutual written agreement by the Narrator and Interviewer and the Museum.

The Narrator attests that Narrator has voluntarily agreed to be interviewed and the Interviewer attests that the Interviewer has voluntarily agreed to conduct the interview and the Narrator and the Interviewer agree this document contains the entire and complete agreement concerning the use and preservation of the Work.

Optional Restrictions:

I wish to restrict access to the Work from online publication for the following time period (circle one):

3 years 5 years 10 years 25 years Until date: _____

Narrator has elected to redact (not include) the following information from the Work:

Subject to the Wisconsin Public Records Law, the Museum shall abide by any of the above optional restrictions requested by the Narrator.

NARRATOR

INTERVIEWER

(Signature)

(Signature)

(Printed Name)

(Printed Name)

Date: _____

Date: _____

Wisconsin Veterans Museum

(Signature)

Date

(Printed Name)