

BAYLOR UNIVERSITY INSTITUTE FOR ORAL HISTORY

RESTRICTED ORAL HISTORY DEED-OF-GIFT AGREEMENT

This document regulates the use of materials generated from oral history interviews conducted by or for the Baylor University Institute for Oral History (BUIOH).

The purpose of BUIOH is to gather and preserve historical documents by means of the recorded interview. The recorded interview, either audio and/or video, consists of a series of topics and questions asked to gain perspective on historical events, eras, or experiences. Recordings and transcripts resulting from such interviews become part of the oral history collections of Baylor University and are made available for academic research, for nonprofit educational purposes, and for public dissemination including the internet. Baylor University preserves the interviews to ensure future use by scholars and researchers. BUIOH can provide a copy of the interview to the interviewee upon request.

INTERVIEWEE DEED OF GIFT—WITH RESTRICTIONS

1. I have read the above and understand that the recordings and transcripts resulting from this interview or series will become part of the oral history collections of Baylor University, where they will be preserved and made available for historical and other academic research, for nonprofit educational purposes, and for public dissemination, which includes online resources.
2. I hereby donate and convey my interview to Baylor University for scholarly purposes as the university sees fit. Baylor University obtains exclusive rights of reproduction, distribution, and preparation of derivative works. Future uses may include, but are not limited to, the following: printed memoirs, written publications, radio and film productions, educational tools, and public performances. Many of these future uses may be accessible through BUIOH’s online and social media platforms, with only the following restriction(s): (Attach additional sheet if necessary.)

The restriction(s) listed shall remain in force until _____ (month/day/year)

With this donation, I understand that I am conveying all rights, title, and interest in copyright to Baylor University. In return, Baylor University agrees that I may use the information contained in my interview during my lifetime.

3. I understand that Baylor University will take all reasonable legal steps to uphold the restriction(s) listed above; however, I acknowledge that Baylor University may not be able to uphold my restriction(s) against a subpoena.
4. I understand that participation in BUIOH’s oral history project is entirely voluntary and that as a participant I have the right to withdraw from the interview process at any time. As a participant, I also have the right to refuse to answer certain questions or to discuss certain topics. Once the interview has concluded, I may exercise my right to review the interview if desired.
5. I authorize Baylor University to use my name, likeness, and/or photographs in connection with the use and promotion of this interview and the oral history program.

I have read and thoroughly understand my role in this process, the role of Baylor University Institute for Oral History, and my rights as an interviewee.

Interviewee (signature)

Date

Name of Interviewee (typed or printed)

If you have any additional questions regarding your rights as a participant or have other questions regarding this research, please contact Dr. Stephen Sloan, Director, Baylor University Institute for Oral History, One Bear Place #97271, Waco, Texas 76798-7271, (254) 710-6290.