

Copyright Agreement - Veterans Talk

Podcast and Oral Histories

Background

1. veteranstalk.com.au aims to promote veteran health through story telling. First option, Podcast where interviewees discuss stories relating to service, life after service and veteran health matters. Second option, Oral History Interview, This is an in-depth personal interview, recorded for posterity and future research.

Purpose

2. The purpose of this agreement is to enable Mark Keynes, the Interviewer, to record the interview, to edit and create digital content for publishing on the internet and forwarding to digital collections. To do that Mark Keynes needs the Interviewees' permission and copyright to use the digital material recorded during the interview.

Interview and Recording Authority

3. The Interviewee, _____
agrees to take part in an interview on _____

Interviewee's Rights

4. The Interviewee understands the recordings may be edited and uploaded to the internet and or sent to online memorials, libraries and archives where it can be viewed and researched. The Interviewee agrees to assign their copyright in the interview to the Interviewer.
5. The Interviewer may use all or part of the interview, audio and video recording and the transcript for purposes such as podcast, social media, web pages, virtual war memorials, libraries and archives.
6. The Interviewer will respect the dignity of the Interviewee and will not present them in a negative light.
7. The Interviewee understands that the Interviewer may or may not use some or all of the interview.

Credit, Name and Likeness

8. The Interviewer will give the Interviewee credit where appropriate.
9. The Interviewer may give permission to third parties to use material from the interview to promote veteran health or to share the Interviewee's story.

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Representations, Warranties, Indemnity, Bona Fides

10. The Interviewee agrees that:

- a. there are no restrictions that prevent the Interviewee from granting their rights under this agreement,
- b. the Interviewee's contribution to the Interview does not infringe the copyright of any other person or organisation, and
- c. their contribution to the Interview is not false, misleading or deceptive, or in breach of any other laws.
- d. the interviewee will establish their bona fides (provide a copy of the their record of service) and a copy of their ID (Drivers License or DVA card).

Release and Indemnity

11. The Interviewee releases the Interviewer from any liability to the Interviewee in connection with the use of any or all of the Interview.

General Provisions

- 12. The parties acknowledge that they are independent contractors and that nothing in this agreement creates any partnership or employment between them.
- 13. This agreement is the entire agreement between the parties about this interview. Any previous agreement relating to this interview is replaced by this agreement.
- 14. This agreement may be changed in writing signed by the parties.
- 15. The Interviewee will receive a copy of the interview and this agreement.
- 16. This agreement is governed by the laws in force in Australia.

Interviewee Signature:

Name:

Date:

Interviewer Signature:

Name:

Mark Keynes

Date: