

INTERVIEWEE ORAL HISTORY AGREEMENT
Oral History Agreement of XXXXXX

1. In consideration of the recording and preservation of my oral history memoir by Furman University and its employees and agents (hereafter "Furman"), I do hereby grant and convey to Furman and its successors and assigns all of my rights, title, and interest in the recordings, transcripts, and audio/video files of my interviews dated **XXXXXXXXXX**, including literary rights and copyrights. All copies of the recordings, transcripts, and files are subject to the same restrictions herein provided.
2. I also reserve for myself and to the personal representative of my estate the right to use the recordings, transcripts, and files and their content as a resource for any book, pamphlet, article, or other writing of which I or my personal representative may be the author or co-author.
3. I authorize Furman to duplicate, edit, publish, including publication on the Internet, or permit the use of said recordings, transcripts, and files in any manner that Furman considers appropriate, subject to any 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, or files shall be made available to anyone other than myself, the interviewer, and Furman without my express written permission until _____, [identify date or event] whichever first occurs.
- B. _____ The following portions of the transcript of the interview of me on _____ [date], and the recordings, transcripts, and files relating thereto, shall be closed to all users until _____ [identify date or event], except with my express written permission. Portions:

- C. _____ It is agreed that Furman shall not authorize publication of the recordings, transcripts, and files, or any part thereof during my lifetime without my express written permission, but that Furman may authorize scholars, researchers, and others to make reasonable quotations therefrom without my written permission.

- D. _____ It is agreed that Furman shall not authorize publication by others of the recordings, transcripts, and files, 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 files, and their content, including literary rights and copyrights, until _____ [identify date or event], at which time these rights shall vest to Furman University.
- F. _____ In the event of my incapacity, I designate _____ of _____ to make decisions related to the use of any recordings, transcripts, or files, as well as use of the interview of me. Upon the death or incapacity of this designee, I authorize Furman to make such decisions on my behalf.
- G. _____ I impose the following conditions: [describe]

Signature of interviewee

Date

Accepted this day _____, by Jeffrey Makala, James B. Duke Library, Furman University.
