

TO BE COMPLETED BY THE PERSON BEING INTERVIEWED

(In cases of oral history interviews of deceased persons, to be completed by donor of the material)

I, _____, am a participant in the Voices from the Fisheries Project (hereinafter "VFFP") of the National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA/NMFS). I understand that the purpose of the VFFP is to collect audio- and video-recorded oral histories of the United States of America and its territories' commercial, recreational, and subsistence fishermen and women, and those who support them, as well as selected related documentary materials such as photographs for inclusion in the Voices from the Fisheries Database (hereinafter "VFF DB"). The VFF DB is housed on NOAA/NMFS servers and will be accessible to the public through a website. These oral histories and related materials serve as a record of the Nation's commercial, recreational, and subsistence fisheries and as a scholarly and educational resource for NOAA and the general public.

I understand that NOAA/NMFS plans to retain the product of my participation in the VFFP in digital form, including but not limited to my interview, presentation, video, photographs, statements, name, images or likeness, voice, and written materials ("My Collection") as part of its permanent collections in the VFF Database.

I hereby grant to NOAA/NMFS ownership of the physical property comprising My Collection. Additionally, I hereby grant to NOAA/NMFS, at no cost, the perpetual, nonexclusive, transferable, worldwide right to use, reproduce, transmit, display, perform, prepare derivative works from, distribute, and authorize the redistribution of the materials in MY Collection in any medium. By giving this permission, I understand that I retain any copyright and related rights that I may hold.

I hereby release NOAA and its assignees and designees, from any and all claims and demands arising out of or in connection with the use of My Collection, including but not limited to any claims for copyright infringement, defamation, invasion of privacy, or right of publicity.

Should any part of My Collection be found to include materials that NOAA/NMFS deems inappropriate for retention with the collection or for transfer to other collections in NOAA/NMFS, NOAA/NMFS may dispose of such materials in accordance with its procedures for disposition of materials not needed for NOAA's collections.

I hereby state that I am of legal age and competent to sign this release. I agree that this release shall be binding on me, me legal representatives, heirs, and assigns. I have read this release form and am fully aware of its contents.

ACCEPTED AND AGREED

Signature _____ Date _____
month/day/year

Printed Name _____

Name of Interviewer (if applicable) _____

Relationship to Interviewer _____

TO BE COMPLETED BY INTERVIEWERS, RECORDING OPERATORS, AND PHOTOGRAPHERS
(Please circle appropriate category.)

I, _____, am a participant in the Voices from the Fisheries Project (hereinafter "VFFP") of the National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA/NMFS). I understand that the purpose of the VFFP is to collect audio- and video-recorded oral histories of the United States of America's and its territories' commercial, recreational, and subsistence fishermen and women, and those who support them, as well as selected related documentary materials such as photographs for inclusion in the Voices from the Fisheries Database (hereinafter "VFF DB"). The VFF DB is housed on NOAA/NMFS servers and will be accessible to the public through a website. These oral histories and related materials serve as a record of the Nation's commercial, recreational, and subsistence fisheries and as a scholarly and educational resource for NOAA/NMFS and the general public.

I understand that NOAA/NMFS plans to retain the product of my participation in the VFFP in digital form, including but not limited to my interview, presentation, video, photographs, statements, name, images or likeness, voice, and written materials ("My Collection") as part of its permanent collections in the VFF Database.

I hereby grant to NOAA/NMFS ownership of the physical property comprising My Collection. Additionally, I hereby grant to NOAA, at no cost, the perpetual, nonexclusive, transferable, worldwide right to use, reproduce, transmit, display, perform, prepare derivative works from, distribute, and authorize the redistribution of the materials in My Collection in any medium. By giving this permission, I understand that I retain any copyright and related rights that I may hold.

I hereby release NOAA/NMFS, and its assignees and designees, from any and all claims and demands arising out of or in connection with the use of My Collection, including but not limited to any claims for copyright infringement, defamation, invasion of privacy, or right of publicity.

Should any part of My Collection be found to include materials that NOAA/NMFS deems inappropriate for retention with the collection or for transfer to other collections in NOAA/NMFS, NOAA/NMFS may dispose of such materials in accordance with its procedures for disposition of materials not needed for NOAA/NMFS's collections.

I hereby state that I am of legal age and competent to sign this release. I agree that this release shall be binding on me, me legal representatives, heirs, and assigns. I have read this release form and am fully aware of its contents.

ACCEPTED AND AGREED

Signature _____ Date _____
month/day/year

Printed Name _____

Signature of Parent or Guardian (if interviewer is a minor) _____ Date _____
month/day/year

Address _____

City _____ State _____ Zip _____ - _____

Phone (_____) - _____ Email _____

Name of Interviewee _____

Partner Organization affiliation (if any) _____

TO BE COMPLETED BY PERSON SUBMITTING THIRD PARTY MATERIALS

I, hereinafter referred to as "Submitter," am hereby submitting interview, presentation, video, photographs, statements, name, images or likeness, voice, and/or written materials in digital form (hereinafter referred to "Submission") to NOAA for use in NOAA/NMFS's Voices from the Fisheries Database (hereafter referred to as "VFF Database").

It is understood by the materials composing the Submission are to be retained as part of NOAA's permanent collections in the VFF Database, and will be accessible to the public through a website and other media. I understand and agree that NOAA/NMFS will retain ownership of the physical property comprising the Submission. Additionally, I hereby agree to grant to NOAA a lifetime, royalty-free, nonexclusive, transferable, worldwide right to use, reproduce, transmit, display, perform, prepare derivative works from, distribute, and authorize the redistribution of the materials in the Submission in any medium known now or to be developed.

If Submission Contains Third-Party Material, Likeness, etc.

To the extent to which any third-parties are included, featured, interviewed, photographed, etc. (hereinafter "Third-Party Content"), within the Submission, or to the extent to which any portion of the Submission was collected from third-parties, I hereby warrant and represent that I have obtained written consent from any and all interested person(s) associated with the Third-Party Content found within the Submission, including persons who have been interviewed, filmed, videotaped, audiotaped, photographed, or otherwise have been depicted within the materials, and that such third-party consent is sufficient to allow me to grant permission to NOAA to use it as part of the NOAA Voices from the Fisheries Program.

If Submission Contains Third-Party Material, Likeness, etc., Yet Third-Party Consent Not Received

To the extent to which consent could not be obtained for Third-Party Content, I hereby warrant and represent that I have exercised due diligence to obtain a signed release from the person(s) from whom such content has been collected. I attempted to contact the third-party(s) at the last known address by mailing to that third-party a letter describing the project and containing release forms for signature, but the letter was returned as undeliverable with no forwarding address, and/or I tried to contact them through other means including telephone, email, contacting their relatives, and/or other reasonable means, but have been unable to locate the person, or have ascertained that they are deceased

Further, with respect to any materials submitted as part of the Submission, I hereby warrant and represent that I will indemnify and hold harmless NOAA from any and all claims and demands arising out of or in connection with the use of the Submission, for any damages or costs in defending any claim of infringement, libel, defamation, invasion of privacy, right of publicity, or any other claims relevant to NOAA's use of the Submission. Should any part of the Submission be found to include materials that NOAA/NMFS deems inappropriate for retention with the collection or for transfer to other collections in NOAA/NMFS, NOAA/NMFS may dispose of such materials in accordance with its procedures for disposition of materials not needed for NOAA's collections. This consent and release shall be binding on me, as well as on my legal representatives, heirs, and assigns. I have read this agreement and am fully aware of its contents. I hereby state that I am of legal age and competent to attest that release has been obtained for the Submission.

Accepted and Agreed

Signature of Submitter: _____

Print Submitter's Name: _____

Address: _____

Parent or Guardian (if under 21): _____

Telephone No. _____ Date: _____