

ORAL HISTORY COLLECTION
STEPHEN F. AUSTIN STATE UNIVERSITY
INTERVIEWEE DONOR AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, _____, between _____(referred to below as Interviewee), and STEPHEN F. AUSTIN STATE UNIVERSITY (referred to below as University) relating to a manuscript in interview form entitled _____, dated _____, and various dates, and the recording tape from which said manuscript was prepared (both of which are collectively referred to below as the Work.)

In consideration of the following mutual promises and agreements of the parties hereto, it is agreed as follows:

1. Interviewee's Grant. The Interviewee hereby irrevocably grants, assigns, and transfers to the University, the exclusive rights to publish the Work and all rights to said Work: PROVIDED, HOWEVER, that the University shall, upon request of the Interviewee, or of any of his or her children, reproduce at a reasonable charge a reasonable number of copies of the Work as such person may from time to time request for the exclusive use of members of his or her own family.
2. Warranty. The Interviewee warrants that he is co-author of the Work with full power and authority to make this assignment to the University, and will do nothing that will in any way interfere with the full enjoyment by the other of the rights conferred by this Agreement.
3. Notification and Editing. Prior to any publication of the Work, the Interviewee will be notified at least thirty (30) days in advance of said publication. It is agreed between the parties hereto that both the University and the Interviewee shall have the right and privilege of editing the manuscript prior to any publication thereof. "Publication" as used herein shall mean the making and issuing of copies of the Work, or any portion thereof, whether issuing is the sale or gift of said copies.
4. No Obligation to Publish. In no event shall the University be obligated to publish the Work.
5. To the extent this provision is allowed by State law, the University will not release this work until the following restrictions are met:

_____.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the ____ day of _____, _____.

Interviewee _____

Address _____

Phone number _____

Interviewed By _____