

Deepening Histories of Place

On-Country and Communal Knowledge

Clearance Form 1

DEED OF RELEASE

(Form 1)

GIVEN BY: [Insert name of COMMUNITY] (“**the Community**”)

TO: [insert name of RESEARCHER] (“**the Researcher**”)

THE PROJECT: ‘Deepening Histories of Place’ (“**the Project**”)

I understand that the Researcher wishes to record the Community for a research project called ‘Deepening Histories of Place: Exploring Indigenous Landscapes of National and International Significance’ (the Project). The Project will bring together research on three important Australian landscapes: Sydney and the Blue Mountains, Central Australia, and Arnhem Land and Kakadu. It involves seven Partner Organisations: Australian National University; Director of National Parks; NSW Office of Environment and Heritage; National Film and Sound Archive; University of Sydney; Ronin Films; Northern Territory Department of Lands, Planning and Environment; Australian Institute of Aboriginal and Torres Strait Islander Studies.

- 1) I understand that the Researcher is a student or employee of one of the seven Partner Organisations involved in the research project.
- 2) The researcher has given me a copy of the Deepening Histories ICIP and IP Protocol. I understand that the Researcher will follow the Protocol when dealing with the Community and any Indigenous Cultural and Intellectual Property on the Project.

Permission to record

- 3) On behalf of the Community, I give the Researcher permission to film, videotape, record, photograph or otherwise make a record of the Community. This includes making film footage, videotapes, sound recordings, transcripts and photographs of the Community including recording the names, voices, images, biographic information and performances of Community members (**the Recordings**). The Recordings include all edited versions made by the Researcher.
- 4) I understand that the copyright in the Recordings will belong to Researcher.
- 5) I understand that the Community will retain rights to any communal knowledge or ICIP material used or referred to in the Recordings.

This document forms part of a set of ICIP Protocols and associated forms. They were developed by Terri Janke and Company for the National Film and Sound Archive of Australia for use by the ARC Linkage Project *Deepening Histories of Place* (ANU) 2013. The documents are published exclusively for information purposes and do not constitute any form of advice



- I am an authorised representative of the Community and am voluntarily entering into this agreement on behalf of the Community. (An authorised representative can be a person appointed by an organisation which represents the Community, a Community elder or any person with the authority to speak on behalf of the Community and to enter into an agreement on behalf of the Community. It is the Researcher's role to identify the appropriate authorised representative).
- I understand that the Recordings will be made available and visible to a large number of people on the internet and in published materials and archives.
- I give consent on behalf of the Community for the use of the Recordings in accordance with this Deed.
- I am over 18 years of age.

Benefits

- 6) The Community will receive the following benefits for participating in the Project:
- a) Individual participants may be entitled to the payment of a fee;
 - b) A copy of the Recordings free of charge;
 - c) A free of charge, world-wide, perpetual and non-exclusive licence to use the recordings for the purposes decided by the Community (on the condition that the researcher and the project are credited when using the Recordings);
 - d) Archival deposit of the Recordings in a community keeping place, as agreed by the parties;
 - e) Indigenous-led and approved history tellings for the Community;
 - f) Historical and multi-media training for Indigenous people in the Community;
 - g) Access to historical educational tools and access to Indigenous historical resources.

Use of the Recordings

- 7) On behalf of the Community, I agree to the following uses of the Recordings:
- a) I give permission to the Researcher to:
 - i. Edit and adapt the Recordings (subject to my approval of the final version) for the Project;
 - ii. Copy, publish and communicate the Recordings in a student paper (Thesis) and journal articles and conference papers (Research Reports);
 - iii. Make copies of the Recordings in the Thesis and Research Reports available to the public, including online;
 - iv. Ensure the safe and secure storage the Recordings during the life of the Project;

- v. When the project is finished, offer a copy of the Recordings to the National Film and Sound Archive and/or the Australian Institute of Aboriginal and Torres Strait Islander Studies for long term safe keeping.
- b) I give the Australian National University permission to upload and communicate the Recordings on to the Project website;
- c) I give the National Film and Sound Archive permission to store a copy of all or some of the Recordings in their archives. I understand that it may choose not to store any of the Recordings;
- d) I give the Australian Institute of Aboriginal and Torres Strait Islander Studies permission to store a copy of all or some of the Recordings in their archives. I understand that may choose not to store any of the Recordings;
- e) I give the Partner Organisations permission to use extracts of the Recordings for promotion of the Project.

Separate Permission for Additional Use of the Recordings

- 8) I understand that the Researcher and Partner Organisations intend to use some Recordings to create an additional, publically available, downloadable Landscape History and an associated Landscape History Booklet.
- 9) I understand that if the Researcher or Partner Organisations wish to use Recordings of the Community to create the downloadable Landscape History and the associated Landscape History Booklet, they must secure the Community's written permission and that this Deed does not constitute an agreement or permission to use the Recordings for this purpose.

Indigenous Cultural and Intellectual Property

- 10) I will identify any Indigenous Cultural and Intellectual Property (ICIP) included or referred to in the Recordings to the Researcher.
- 11) I agree to give the Researcher a non-exclusive licence to use the ICIP in the Recordings for the purposes listed in clause 7.
- 12) I promise that I am authorised by the traditional owners of the ICIP to use the ICIP in the Recordings and grant the Researcher the licence.
- 13) I understand that my interpretation of the ICIP in the Recordings may differ from the interpretation of other participants in the Project.
- 14) I understand and agree that my Community will be shown a final draft of the Recordings and Thesis, and other published results for the Project before it is finalised. At that stage, the Community may ask the Researcher to make any edits including editing any images or names appearing in the Project of persons (including me) who have passed away since the time of recording. This may involve removing the person's image from the film, blurring the person's image, or removing the person's name from the Project, to be decided by the Researcher in consultation with me and/or the Community. I may also make such other reasonable requests regarding the presentation of the Project which the Researcher will endeavour to comply with.

EXECUTED AS A DEED:

SIGNED by me in the presence of:

..... Name of witness.....
 Authorised Representative Signature

 Witness Signature Date

SIGNED by the Researcher for and on behalf of Partner Organisation
in the presence of:

..... Name of witness.....
 Researcher Signature

 Witness Signature Date

COMMUNITY REPRESENTATIVE DETAILS

Name of Community Representative:

Community Name:

Community Organisation:

Postal Address:

Telephone/email:



RESEARCHER DETAILS

Name:

Title: [eg: PhD Student]

Partner Organisation:

Postal Address:

Telephone/email:

Indigenous Cultural and Intellectual Property Material (ICIP Material)

Indigenous Cultural and Intellectual Property Material means material which is the subject of Indigenous cultural and intellectual property rights (ICIP Rights). ICIP Rights refer to the rights of Indigenous peoples to their cultural heritage. Heritage comprises all objects, sites, and knowledge, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, and which is regarded as pertaining to a particular Indigenous group or its territory. The heritage of Indigenous people is a living heritage, and includes:

- a) Literary, performing, musical and artistic works (including songs, music, dances, stories, ceremonies, symbols, languages and designs);
- b) Scientific, agricultural, technical and ecological knowledge (including cultigens, medicines and phenotypes of flora and fauna);
- c) All items of moveable cultural property;
- d) Human tissues and remains;
- e) Immovable cultural property (including sacred and historically significant sites and burial grounds);
- f) Documentation of Indigenous peoples' heritage in archives, film, photographs, videotape, audiotape of all forms of media.

Please identify any ICIP provided or shown by you, associated cultural protocols and name and contact details of the ICIP rights holders in the space provided below.

Other Material

Other Material includes personal photographs, papers, memorabilia, footage or musical works provided by you to the Researcher for use in the Project. You should only provide this material to the Researcher if you created the material or inherited the material and have the rights to deal with the material.

Please identify any Other Material provided by you and details of the rights holders (if not you) in the space provided below.