

# Deepening Histories of Place

## DEED FOR RECORDING - UNDER 18

### Clearance Form 3

GIVEN BY THE GUARDIAN OF: [Insert name of participant here] (“**Child**”)

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

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

1. I understand that the Researcher wishes to record my Child 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.
2. I understand that the Researcher is a student or employee of one of seven Partner Organisations involved in the research project.
3. I give the Researcher permission to film, videotape, record, photograph or otherwise make a record of my Child’s name, voice, image, biographic information and performance. This includes making film footage, videotapes, sound recordings, transcripts and photographs of my name, voice, image, biographic information and performance (**the Recordings**). The Recordings include all edited versions made by the Researcher.

- I understand that the Recordings might be available and visible to a large number of people on the internet and in Project publications and through archives.
- I voluntarily give consent for my Child to be photographed, filmed and recorded.
- The child is under 18 years of age at the date of signing this Deed for Recording
- I am the legal Guardian or Parent of the Child.
- I understand that the Researcher and Project Partners are bound by the principles in the Indigenous Cultural and Intellectual Property Protocols in their conduct of the Project and the use of the Recordings. A copy of the Protocols has been offered to me and also given to the community representative.

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



## Benefits

4. My child is entitled to the following benefits for his or her participation in the Project:
- a) A Participant fee of [insert amount here]\_\_\_\_\_;
  - b) A copy of the Recordings free of charge;
  - c) All copyright rights in the Recordings, which the Researcher hereby assigns to my Child; and
  - d) Archival deposit of the Recordings in a community keeping place, as agreed between me and the Researcher.
  - e) Indigenous-led and approved history tellings for my 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.
5. I understand that as the owner of the copyright, my Child can use the Recordings for his or her own purposes without the permission of the Researcher.

## Use of the Recordings

6. I agree that the Recordings can be used for the following purposes:
- a) I give the Researcher permission 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; and
  - 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 which may include making the Recordings available online.

**Separate Permission for Additional Use of the Recordings**

- 7. 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.
- 8. I understand that if the Researcher or Partner Organisations wish to use Recordings of me to create the downloadable Landscape History and the associated Landscape History Booklet, that they must secure my written permission and that this Deed does not constitute an agreement or permission to use the Recordings for this purpose.

**Credit**

- 9. My Child will be acknowledged according to the information I have given in this form.
- 10. The Researcher will consult with me and my Child during the different stages of the Project and will acknowledge my Child in accordance with the Deepening Histories of Place Project ICIP and IP Protocol, a copy of which has been given to me.

**Indigenous Cultural and Intellectual Property**

- 11. I will identify any Indigenous Cultural and Intellectual Property (ICIP) included or referred to in the Recordings to the Researcher.
- 12. I agree to give the Researcher a non-exclusive licence to use the ICIP in the Recordings for the purposes listed in clause 6.
- 13. 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.
- 14. I understand that my Child’s interpretation of the ICIP in the Recordings may differ from the interpretation of other participants in the Project.

**Cultural Mourning Protocol**

- 15. If the Researcher or any of the Partner Organisations at any time are notified of or become aware of my Child’s death, the continuing use of the Recordings will be subject to my wishes in clause 16.
- 16. After my Child’s death, I advise that the following mourning protocol should be followed (please tick one box only):
  - The Recordings may still be used
  - The Recordings must no longer be used (where possible)
  - The Recordings must not be used for .....[insert duration] (where possible)
  - Please consult with my family representative about the continued use of the Recordings

**Name of family representative:**

**Address:**

**Telephone/ email:**

(If you do not choose a protocol option above, preference 1 will apply)

EXECUTED AS A DEED:

SIGNED by me in the presence of:

..... Name of witness.....  
Guardian 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

**PARTICIPANT DETAILS**

**Name of Child:**

**Name of Guardian:**

**Postal Address:**

**Telephone/email:**

**Form of acknowledgement**

Please provide your Child's preferred name (and community/cultural group name) for acknowledgement in the Film:

**Child's Preferred Name:**

**Child's Community Name:**



**RESEARCHER DETAILS**

**Name:**

**Title:** [eg: PhD Student]

**Partner Organisation:**

**Postal Address:**

**Telephone/email:**

## **ICIP MATERIAL**

ICIP Material means material which is the subject of Indigenous cultural and intellectual property (**ICIP**) rights. ICIP rights refer to the rights of Indigenous people 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, work, photograph, videotape, audiotape and all forms of media;

and all such objects, sites, knowledge and works based on that heritage created now or in the future.

**Please identify any ICIP used in your Child's performance/appearance, and associated cultural protocols:**