

JFCS Holocaust Center Oral History Form

Name of Interviewee: _____

Date of interview: _____

Date viewed: _____

Please provide a short description of your project:

I will be using the oral history(s) for the following purposes:

- Research**
- Course/class project**
- Publication**
- Documentary Film**
- Television or Radio Broadcast**
- Website**
- On-site exhibit**
- Educational Product**
- Other**

Terms of Use of Oral History Materials

These Terms of Use (“Terms”) are intended to accompany certain videotaped interviews and segments (“Interviews”) as provided to you (“You/Your”) by the JFCS Holocaust Center (“JFCS”) for inclusion in one or more projects (“Project” or “Projects”), including educational products, films, broadcasts, website exhibits, museum or other institutional exhibits, or publications, as specified by you in the attached form (“Form”).

By signing this agreement, I agree to the following terms:

- 1) **Definition.** “Interviews” means all recorded interviews, audio/visual works, images, voices, likenesses, transcripts, and any portions thereof owned by JFCS.
- 2) **Intellectual Property Rights.** JFCS owns the worldwide copyrights to the Interviews. Nothing in these terms affects such copyright ownership or grants any ownership in any intellectual property rights in the Interviews to You.
- 3) **Using Interviews.**
 - a. JFCS grants You a revocable limited license to use and copy the Interviews, and make derivative works using the Interviews, provided that You only use the Interviews in connection with the articulated Project. Additional projects that are not specified by You require a separate Form and Terms.
 - b. You agree that use of the Interviews beyond fair use as described in U.S. copyright law, except for uses granted herein, requires prior written permission from JFCS.
 - c. It is JFCS policy that we may contact the Interviewees about the publication and/or exhibition of their Interviews. The Interviewees may request the removal and/or exclusion of the Interviews from any of Your Projects. Thereafter, You shall honor that request and destroy the copies of the Interviews.
 - d. You agree to destroy any broadcast quality footage provided by JFCS within eighteen months of completion of the Project.
- 4) **Credit.** The copyright notices, as described below, must be legible to end users.
 - a. Should You use the Interviews in a film or broadcast, You agree to give JFCS an onscreen credit, in substantially the following form: “Interviews of [1st interviewee name (first interview year)], [2nd interviewee name (second interview year)], [etc.] are from the archives of the Tauber Holocaust Library of the Jewish Family and Children’s Services Holocaust Center.”

- b. Should You use transcripts from the Interviews in a publication, You agree to acknowledge JFCS in the publication in a form as is customary, such as the following: “[You] gratefully acknowledge the Tauber Holocaust Library of the Jewish Family and Children’s Services Holocaust Center for allowing us to use transcripts of the following Interviews: [1st interviewee name (first interview year)], [2nd interviewee name (second interview year)], [etc.]”
 - c. Should You use images from the Interviews in a publication, You agree to acknowledge JFCS in the publication in a form as is customary, such as the following: “Images taken from the Interviews of [1st interviewee name (first interview year)], [2nd interviewee name (second interview year)], [etc.] provided by the Tauber Holocaust Library of the Jewish Family and Children’s Services Holocaust Center.”
 - d. Should You make the Interviews available on a website, the Interviews shall contain a copyright notice, visible on the lower third of the video itself during all segments of the Interviews. The copyright notice shall read: “© Tauber Holocaust Library of the Jewish Family and Children’s Services Holocaust Center.”
 - e. Should You make the Interviews available in an internet exhibit, institutional exhibit, or other educational product or display, You agree that You shall give JFCS credit in substantially the following form: “Interviews of [1st interviewee name (first interview year)], [2nd interviewee name (second interview year)], [etc.] are from the archive of the Tauber Holocaust Library of the Jewish Family and Children’s Services Holocaust Center.”
- 5) **Copies.** You agree to provide two copies of the final version of the Project or of any other derivative works made using the Interviews to JFCS.
- 6) **Representations or Warranties.** JFCS makes no representations or warranties with respect to the Interviews, except that it owns the rights to the Interviews. JFCS cannot ensure that the copyrighted Interviews are free from defamatory comments or materials owned by third parties. JFCS does not verify the accuracy of the information in the Interviews.
- 7) **Limitation of Damages, Disclaimers, and Indemnity.** You agree that use of the Interviews is at Your sole risk, to the fullest extent permitted by law, and neither JFCS, nor its officers, trustees, directors, employees, or agents (who hereby disclaim all warranties in connection with Your use of the Interviews) may not be held responsible or liable for any loss or damage resulting from Your use of the Interviews. You agree to defend, indemnify, and hold JFCS harmless from and against any and all damages, liability, loss, and claims, including attorneys’ fees, resulting from Your use of the Interviews or derivative works or any breach of Your obligations under these terms.

8) Miscellaneous Provisions. These Terms are not assignable or transferable by any of the parties. Any purported assignment will be void and without effect, unless such assignment is agreed to in writing by both Parties. These Terms shall be governed by the laws of the United States of America, and the State of California, excluding its choice of law rules that may allow governance of the Terms by the laws of any other country. Any action to enforce these Terms shall be brought in the federal court located in the City and County of San Francisco. The failure of either party to exercise any of its rights in these Terms for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either Party, whether written or oral, express or implied, of any rights under or arising from these Terms shall be binding on any subsequent occasion; and no concession by either Party shall be treated as an implied modification of these Terms unless agreed to in writing. These Terms constitute the complete agreement between You and JFCS on the subject matter identified herein and supersede any prior agreements. Any modifications to these Terms must be made in writing and signed by You.

I have read, understood, and agree to all of the above terms and conditions.

Researcher's name: _____

Telephone number: _____

E-mail address: _____

Signature: _____