

# Pacific And Regional Archive for Digital Sources in Endangered Cultures (PARADISEC)

## Deposit of Material

Please see *Explanatory Notes* below for further details on the use of this form. PARADISEC's standard Access conditions are given on page 4 of this document.

### A. PERSONAL DETAILS:

Name of depositor:

Address (unless you indicate otherwise this address may be given to people requesting information about this material):

Postcode:

Phone number(s): (home) (work)

Fax number: E-mail address

I allow / do not allow my contact details to be disclosed to potential users of my material.

### B. DETAILS OF THE MATERIAL BEING DEPOSITED:

Title (Please give your collection a title):

PARADISEC Identifier for this collection:

Brief description:

### C. ACCESS TO THE MATERIAL

To assist PARADISEC in complying with its duty to safeguard the interests and sensitivities of relevant indigenous people, please fill in the following paragraphs:

1. Name of relevant individual(s) and their community(ies) and/or other funding organisations who may have rights in this material:

Their Address(es):

Phone number(s): (home) (work)

Fax number: E-mail address:

Other contact information:

2. To assist PARADISEC in complying with its curatorial and custodial responsibilities please state your understanding of the attitude of the people you have referred to above, to this material being made accessible to other people:

3. Please state whether any special conditions should be considered when handling this material, eg, ceremonial or gender restricted material, sensitive genealogical material, photographs or recordings of deceased people.

#### **D. ADDITIONAL INFORMATION ABOUT THE DEPOSITED MATERIAL**

1. PARADISEC will accession your material into its catalogue which is then made available to the research community. If you do not want your material listed publicly please say so here and indicate the time period for which this restriction should be in force. (PARADISEC will not hold material on permanent closed access)

Open access as specified in the PARADISEC “Conditions of Access” listed below.

Closed access subject to the conditions specified below

[please also specify a time period for closed access and nominate an alternate contact if you are unavailable]

I do not want catalogue information (metadata) about my collection listed publicly. PARADISEC strongly suggests that you do allow your cataloguing information to be made publicly available, even if the data itself is only available with your permission.

2. PARADISEC is a digital archive and will not hold physical material. We will return analog material to the depositor.

3. While all due care is taken by PARADISEC, the depositor indemnifies PARADISEC against any loss or damage caused to the deposited material while in the care of PARADISEC.

#### **E. THE DEPOSIT**

I, the person named in part A, hereby deposit the material described in part B to the Pacific And Regional Archive for Digital Sources in Endangered Cultures (PARADISEC). I hereby warrant that I am the owner/the owner’s delegate\* (see Explanatory Note 1 below) of the item described in this deposit agreement and have the right to enter this transaction. I indemnify PARADISEC against any accidental loss or damage to the material.

In the event that my title of ownership is judicially declared defective, then I agree to indemnify PARADISEC against any awards, expenses, costs or any other like losses incurred as a result of the defectiveness of title. I hereby revoke any previous conditions of restricted access which I may have imposed on PARADISEC in relation to the material or any part of it.

Date

Signed

PARADISEC accepts your deposit of the items described in part B.  
PARADISEC hereby acknowledges that in accordance with your expressed intention that it now has responsibility for the said items.

Date

Signed for PARADISEC

Please return this form to:  
PARADISECSydney Conservatorium of Music, C41, The University of Sydney NSW 2006  
Australia Fax: +61 2 9351 1287  
Email: [admin@paradisec.org.au](mailto:admin@paradisec.org.au)

## **EXPLANATORY NOTES:**

### **1 \*OWNERSHIP**

The term ownership refers to ownership of the physical copy of the material being lodged with PARADISEC.

It is not a wider claim to the intellectual property or ownership of any traditional knowledge, mythology, personal information or expression which relates to or derives from other objects, individuals or communities contained within the material being lodged.

If the material was written, photographed, drawn, recorded or filmed by you, then you are the creator and owner of the physical copy of the material, or if you have collected, found or inherited the material you are the owner of the physical copy of the material and therefore you or your delegate are in a legal position to enter this agreement.

2. This form should be used when a person wishes to deposit material with PARADISEC to be held in its collections.

3. This form should only be used if you are in the legal position to transfer (see Explanatory Note 1 above) the material to PARADISEC. If any other person or body, apart from yourself, has any rights in this material which would prevent you transferring it to PARADISEC, we would ask you either -

(i) to negotiate with them, if they approve, an agreement enabling you to deposit the material with PARADISEC; or

(ii) to consider with them the option of depositing it with PARADISEC on agreed conditions of safe deposit with a limited period of closed access.

4. PARADISEC is a national repository for recorded material related to the indigenous cultures of the region around Australia. Its managing body, the PARADISEC Steering Committee and professional staff take their responsibilities for preserving and protecting the materials in the PARADISEC collections very seriously. These responsibilities include safeguarding the interests and sensitivities of the indigenous people to whom any material in the collections relates. If you sign this form, you should be clear that -

(i) you empower PARADISEC to decide over questions of access to, and use of, the material; and

(ii) PARADISEC will make those decisions in accordance with its duties to safeguard the interests and sensitivities of the relevant community.

If you wish to proceed, please fill in the preceding paragraphs. You will see that they seek information on -

- your personal details (part A)

- details of the material being deposited (part B)

- access to the material (part C)

- the deposit (part E)

The deposit of the material with PARADISEC is effected by your signing the document at part E.

**Pacific And Regional Archive for Digital Sources in Endangered Cultures  
(PARADISEC)**

**Conditions of Access**

[Note that the paper form is effectively superseded as of 2013 since registered users of the NABU catalogue now click to agree to these terms]

The following are general conditions for obtaining material from the Pacific And Regional Archive for Digital Sources in Endangered Cultures (hereinafter called *PARADISEC*). They assume that the depositor's permission has been obtained for copying. Specific restrictions accompany each item in *PARADISEC*.

In consideration of *PARADISEC* agreeing to supply me with certain data in machine-readable form together with supporting documentation, I hereby undertake: -

**Purpose :** To use the data for purposes of private scholarly research and/or for purposes of educational use, and not for profit (this shall not preclude the publication in a scholarly context of analyses or interpretations derived from the data, unless such publication is precluded by the conditions of deposit of the data in the *PARADISEC*).

**Acknowledgement:** To acknowledge in any work, published or unpublished, based in whole or in part on analyses of the data, both the original depositors of the data and *PARADISEC* (by use of the *PARADISEC* persistent identifier and citation form).

**Copyright:** Not to copy the data in whole or in part except insofar as this may be necessary for security purposes or for my own personal use. Not to distribute the data to third parties, nor to publish or reproduce it in any way. Copyright of all machine-readable data issued by *PARADISEC* is reserved.

**Access:** To give access to the data only to persons directly associated with me or working under my control and to require of such persons signed undertakings neither to use the data except in connection with my academic or educational purposes, nor to give access to the data to others; these signed undertakings to be made available to *PARADISEC* on request.  
Not to give access to any third party if the conditions of deposit preclude this.

**Errors:** Not to hold *PARADISEC* liable for any errors of transcription or marking-up which may be found in the data, but to notify *PARADISEC* of such errors wherever possible.

**Revisions:** Where substantial revisions or reformatting of the data is permitted by the conditions of deposit and carried out as a part of my research, to inform *PARADISEC*, and also the original depositor if this is a condition of deposit, of the nature of such revisions and to deposit any such revised version at *PARADISEC* subject to the conditions of deposit of the original.

**Charges:** To pay such charges as *PARADISEC* may require to cover the cost of supplying the data (**not applicable** unless an invoice accompanies the data).

Name:

Signature:

Date:

Contact email address and/or phone number:

If you have not yet given *PARADISEC* staff a list of the items to which you require access, please include it along with this form. Please specify how the files you wish to access will be used.