

**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 Appendix 1 to this document.

### **A. PERSONAL DETAILS**

Name of depositor:

Address:

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

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 (PARADISEC will assign this):

Brief description:

### **C. RIGHTS TO THE MATERIAL**

To help PARADISEC to comply with its duties to relevant indigenous peoples, please provide:

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/mobile) (work)

E-mail address:

Other contact information:

2. Please state your understanding of the attitude of the people listed above (C.1.) to this material being made accessible to other people:

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

## D. ACCESS TO THE DEPOSITED MATERIAL

1. PARADISEC will add your material to its catalogue, and the metadata (catalog information) will then be publicly visible online.

Please specify below whether the data (files) are Open or Closed Access.

Open Access, as specified in the PARADISEC “Conditions of Access” (Appendix 1) (Requiring login for access)

Closed Access, subject to the conditions specified below [please specify a time period for Closed Access and nominate an alternate contact for if you are unavailable]

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*For example:*

- *Files can be accessed with permission from the depositor or [a nominated contact].*
- *Items are Open Access after [year]*
- *Items are accessible only to members of community X as confirmed by person Y*

2. PARADISEC is a digital archive and will not hold physical material. We will return analog/physical materials 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 PARADISEC. I hereby warrant that I am the owner/the owner’s delegate\* (see Explanatory Note 1 below) of the material and have the right to enter this transaction. I indemnify PARADISEC against any accidental loss or damage to the material.

If 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:

Please return this form to:

[admin@paradisec.org.au](mailto:admin@paradisec.org.au)

PARADISEC  
Sydney Conservatorium of Music,  
C41, University of Sydney  
NSW 2006

## 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 (Appendix 1)

The following are general conditions for obtaining material from the Pacific And Regional Archive for Digital Sources in Endangered Cultures (hereinafter *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).