



Deposit of Material Agreement

See Explanatory Notes at end for further details on this form. Please complete Parts A through E and return the completed form to:

Kaipuleohone, The University of Hawai'i Digital Language Archive
Department of Linguistics, University of Hawai'i at Mānoa
1890 East-West Road
Honolulu, HI 96822

Fax: +1 808 956-9166 Email: kaipu@hawaii.edu

A. Personal Details

Name of depositor: _____

Address: _____

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

Fax: _____

E-mail address: _____

(Unless you indicate otherwise this address may be given to people requesting information about this material.)

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): _____

Brief description: _____

C. Access to the Material

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

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

Their Address(es): _____

Phone number(s): _____

Fax number: _____ E-mail address: _____

Other contact information: _____

2. To assist KAIPULEOHONE 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, e.g. ceremonial or gender restricted material, sensitive genealogical material, photographs or recordings of deceased people.

D. Additional Information About the Deposited Material

1. KAIPULEOHONE will accession your material into its catalog, which is then made available to the research community.

- If you do not want your files available publicly please say so here and indicate the time period for which this restriction should be in force.
- KAIPULEOHONE will not hold material on permanent closed access. The recommended embargo period is maximally two years after the end of the project. Please discuss this with the Archive Director.
- Your catalog information will be made freely available immediately, even if access to your files is restricted.

[] Free access as specified in the KAIPULEOHONE “Conditions of Access” form.

[] Access by permission of depositor only, until the following date: _____

[] Other (please specify): _____

2. KAIPULEOHONE is a digital archive and, in general, will not hold physical material. We will return audio-tapes and other material to the depositor.

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

E. The Deposit

I, the person named in part A, hereby deposit the material described in part B to the digital archive KAIPULEOHONE. 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 KAIPULEOHONE 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 KAIPULEOHONE 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 KAIPULEOHONE in relation to the material or any part of it.

Signed: _____ Date: _____

KAIPULEOHONE accepts your deposit of the items described in part B.

KAIPULEOHONE hereby acknowledges in accordance with your expressed intention that it now has responsibility for the said items.

Signed for KAIPULEOHONE: _____ Date: _____

Explanatory Notes

1. OWNERSHIP: The term *ownership* refers to ownership of the physical copy of the material being lodged with KAIPULEOHONE. 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 KAIPULEOHONE 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 KAIPULEOHONE. If any other person or body, apart from yourself, has any rights in this material which would prevent you transferring it to KAIPULEOHONE, we would ask you either -
(i) to negotiate with them, if they approve, an agreement enabling you to deposit the material with KAIPULEOHONE; or
(ii) to consider with them the option of depositing it with KAIPULEOHONE on agreed conditions of safe deposit with a limited period of closed access.

4. KAIPULEOHONE is a repository for recorded ethnographic material. Its managing body, the KAIPULEOHONE Steering Committee and professional staff, take their responsibilities for preserving and protecting the materials in the KAIPULEOHONE 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 understand that -
(i) you empower KAIPULEOHONE to decide over questions of access to, and use of, the material; and
(ii) KAIPULEOHONE 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 Sections A through E above. 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 (parts C and D), and the deposit (part E)

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

Kaipuleohone deposit form, Revision 3, October 2015