



Date of donation \_\_\_\_\_

Accession number \_\_\_\_\_

File number \_\_\_\_\_

Library Board of Queensland

# Deed of Gift

## 1. Name and address of Donor (referred to in this Deed as "I" or "you")

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

I, the Donor named above, warrant that I am the owner of the material listed in Part 2 of this Deed (Description of Material), and I have the authority to donate the material to the Library Board of Queensland (which manages the State Library of Queensland).

## 2. Description of material (attach a separate sheet if necessary)

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## 3. Procedure for unwanted material

If some materials within this donation are not considered suitable for retention by the State Library of Queensland, you authorise the materials to be:

- Returned to you as the Donor identified in this Deed
- Disposed of at the discretion of the State Library of Queensland

## 4. Copyright

### Part 4A

Are you the only owner of all the copyright in all the described material?

- Yes (Please go to Part 4F.)
- No (Please go to Part 4B.)
- Don't know (Please go to Part 4B.)

### Part 4B

Please state for which parts of the described material you are the only copyright owner:

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(Please go to Part 4C.)

### Part 4C

Please state for which parts of the described material copyright is owned jointly by you and someone else:

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*(Please go to Part 4D.)*

### Part 4D

If you specified material in Part 4C, please provide name and contact details (if known) of the joint copyright owner and/or creator of that material. *(It is not compulsory for you to provide these details, but doing so may assist the Library Board of Queensland in management/use of the material which you are donating, including contacting current copyright owners from time to time.)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Joint copyright owner       Creator

*(Please go to Part 4E.)*

### Part 4E

Please state the parts of the described material for which you **do not own any copyright**; and provide name and contact details (if known) of the copyright owner and/or creator of that material. *(It is not compulsory for you to provide these details, but doing so may assist the Library Board of Queensland in management/use of the material which you are donating, including contacting current copyright owners from time to time.)*

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Joint copyright owner       Creator

*(Please go to Part 4F.)*

### Part 4F – Assignment of your copyright

Are you willing (now) to assign all the copyright which you own in the described materials (as indicated in Parts 4A, 4B and 4C) to the Library Board of Queensland?

Yes *(Please go to Part 7.)*

No *(Please go to Part 5.)*

## 5. Usage and reproduction

### Part 5A – Creative Commons licences

If you are the only copyright owner in any of the described material as indicated in either Part 4A or Part 4B, and you wish to retain your copyright in that material, are you willing to now license all that material using one of the following Creative Commons licences?

- Yes (Please select a licence below and go to Part 6.)
- No (Please go to Part 5B.)

(Important: The Creative Commons licences are described in more detail at <http://creativecommons.org.au> on the Creative Commons Australia website. The information in the “Users must ...” and “Users can ...” columns in the following table is a very brief summary only. The Library Board of Queensland recommends that you read the full licence terms which can be viewed online at the internet addresses indicated below the table before selecting a licence.)

Creative Commons licence <sup>w</sup>	Users must...		Users can...		
	Attribute the creator/others?	Make derivative works available under the same licence?	Share the work (eg. copy, distribute, transmit)?	Remix or adapt the work?	Use the work for commercial purposes?
<input type="checkbox"/> Attribution (BY) <sup>^</sup>	✓	x	✓	✓	✓
<input type="checkbox"/> Attribution Non-Commercial (BY-NC) <sup>^^</sup>	✓	x	✓	✓	x
<input type="checkbox"/> Attribution Share Alike (BY-SA) <sup>#</sup>	✓	✓	✓	✓	✓
<input type="checkbox"/> Attribution No Derivatives (BY-ND) <sup>##</sup>	✓	x	✓	x	✓
<input type="checkbox"/> Attribution Non-Commercial Share Alike (BY-NC-SA) <sup>*</sup>	✓	✓	✓	✓	x
<input type="checkbox"/> Attribution Non-Commercial No Derivatives (BY-NC-ND) <sup>**</sup>	✓	x	✓	x	x

<sup>^</sup> Attribution 4.0 Australia <http://creativecommons.org/licenses/by/4.0>

<sup>^^</sup> Attribution-Noncommercial 4.0 Australia <http://creativecommons.org/licenses/by-nc/4.0>

<sup>#</sup> Attribution-Share Alike 4.0 Australia <http://creativecommons.org/licenses/by-sa/4.0>

<sup>##</sup> Attribution-No Derivative Works 4.0 Australia <http://creativecommons.org/licenses/by-nd/4.0>

<sup>\*</sup> Attribution-Noncommercial-Share Alike 4.0 Australia <http://creativecommons.org/licenses/by-nc-sa/4.0>

<sup>\*\*</sup> Attribution-Noncommercial-No Derivative Works 4.0 Australia <http://creativecommons.org/licenses/by-nc-nd/4.0>

### Part 5B – Other Licences

If you wish to retain whatever copyright you own in the described material, are you willing (now) to grant an enduring, irrevocable, perpetual, non-exclusive licence to the Library Board of Queensland in respect of your copyright in the material (as indicated in Parts 4A, 4B and 4C) to:

- reproduce the material (copy or duplicate the material, or any part of it, in any form, including digital form)
  - publish, make copies available to the public or communicate the material to the public in any other way (for example – provide hard copies, make available online, electronically transmit material, display/screen/perform in public)
  - use material for library promotion (for example, brochures, postcards, posters, website)
  - reproduce the material for the purposes of collection management and preservation?
- Yes
- No

Note: State Library will provide your contact details to third parties seeking permission to use or reproduce the described material.

(Please go to Part 6.)

## 6. Moral rights

### Part 6A

Are you the creator of any of the described material (for example: author, photographer, film director, producer or screenwriter)?

Yes (Please go to Part 6B.)

No (Please go to Part 7.)

### Part 6B

Please specify which of the described material you created and your creative role (author, photographer, film director, producer or screenwriter)?

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(Please go to Part 6C.)

### Part 6C

The *Copyright Act 1968 (Cth)* may require the Library Board of Queensland to identify you as the author (or photographer, film director, producer or screenwriter) of your material when the Library does certain things with your material, for example (depending on the circumstances):

- reproduces it (makes copies, recording, scanning)
- publishes it (provides copies to the public for the first time)
- exhibits it in public (in the case of artistic works and film)
- communicates it to the public (by website, broadcasting, digital transmission, faxing or emailing)
- adapts it (translates, adapts from literary to dramatic work, arranges).

If the Library Board of Queensland is required to identify you, how do you wish to be identified as creator of the material?

Full name     First name only     Not identified     Other (please specify)

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## 7. Special conditions including access and cultural considerations

The State Library of Queensland is committed to the maximum possible access to its collections. Accordingly, access to all donated materials will be unrestricted unless otherwise specified as a special condition.

State below any special conditions to which your donation is subject and which you have negotiated with the Library Board of Queensland representative:

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## 8. Donor's signature, etc

I, the Donor named in Part 1:

- (a) wish to donate the materials described in Part 2 of this Deed ("the Material") to the Library Board of Queensland;
- (b) warrant that I am the owner of the Material and have the authority to donate the Material;
- (c) now assign to the Library Board of Queensland:
  - (i) all my right, title and interest in the Material; and
  - (ii) if I have indicated "Yes" in Part 4F, all copyright that I own in the Material;
- (d) warrant that I have authority to make that assignment;
- (e) agree that the assignment is absolute and not subject to any conditions except as specified in Part 7;
- (f) now grant the licence/s which I have indicated in Part 5A and Part 5B, and warrant that I have the authority to grant those licences;
- (g) warrant that my responses in Parts 4A, 4B, 4C, 6A and 6B are true and correct.

Signed, sealed and delivered by the Donor as a Deed in the presence of the witness named below.

Donor's Name: \_\_\_\_\_

Donor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Signature of Witness \_\_\_\_\_

## Acceptance on behalf of Library Board of Queensland

The Library Board of Queensland accepts the assignments and licences given by the Donor as specified above.

Name: \_\_\_\_\_

(Delegated Officer, for the Library Board of Queensland)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Explanatory Notes

The State Library of Queensland provides the following notes in good faith but does not accept any responsibility for their accuracy. The notes are not professional advice. Donors should seek independent advice about the legal effect of the Deed of Gift if required.

### Part 1.

#### Purpose of the Deed of Gift

The Deed of Gift is a formal, legal agreement that transfers ownership in the materials to be donated to the Library Board of Queensland and sets out any conditions attaching to the donation/gift. It may also transfer ownership of the donor's copyright in the materials or grant copyright licences to the Library Board of Queensland.

The Deed of Gift is signed by the donor. If the State Library accepts the donation, an authorised representative of the Library Board of Queensland signs the acceptance statement at the end of the Deed. The signed Deed of Gift establishes and governs the legal relationship between donor and State Library in relation to the donated material.

#### How will the State Library use my personal information?

The Queensland Government's Information Privacy Act 2009 contains 11 Information Privacy Principles which regulate how personal information is collected, stored, used, disclosed and amended by the public sector. You can obtain further information about your privacy rights, or access a copy of the Information Privacy Act 2009 at <http://www.oic.qld.gov.au> on the Office of the Information Commissioner's website. If you have any questions about privacy practices at the State Library, please email us on [privacy@slq.qld.gov.au](mailto:privacy@slq.qld.gov.au) or phone +61(0)7 3842 9985.

## Should I contact the State Library if I change my address?

If you do not assign your copyright to the Library Board of Queensland when you donate your material, you are requested to inform the State Library of any changes to your contact details in the event that the State Library needs to contact you about a specific use of the donated material.

### Part 3.

## What happens if there is material in the donation that the State Library does not want to retain?

The Deed of Gift includes instructions regarding material that will not be retained by the State Library. You can choose to authorise the State Library to return such material to you, or to dispose of it at the discretion of the State Library.

### Part 4.

## What does it mean to assign my copyright to the Library Board of Queensland?

When you sign the Deed of Gift, you transfer legal ownership of the actual (physical) materials you want to donate. You may also choose to transfer ownership of copyright which you own in the materials, as in indicated in Part 4 of the Deed of Gift.

Copyright generally belongs initially to the creator of original material (such as photographs, diaries, letters and music), but that is subject to various exceptions. You are not able to assign copyright which you do not own. For example, you might not own copyright in letters written to you by other people and photographs taken by another person.

If you assign your copyright to the Library Board of Queensland the Library Board becomes the new owner of that copyright. The State Library is committed to ensuring the widest access possible to all material in its collections.

### Part 5.

## What is Creative Commons?

Creative Commons (CC) is an internationally based non-profit organisation devoted to expanding the range of creative works available for others to build upon legally and to share. Creative Commons achieves this goal through the provision of free, easy-to-use, standardised licences that allow creators to communicate how others can use their works.

If you grant a Creative Commons licence over donated material for which you are the copyright owner, that will allow you to retain copyright in your donated works but also to enable others to use your work in the ways specified in the licence. Each of the Creative Commons licences referred to in Part 5 of the Deed of Gift contains a requirement that licensees give attribution/credit to the creator of the work. Depending on the type of licence, others may also re-mix your work to create new works, and/or use it for commercial purposes.

A Creative Commons licence only allows the use which is specified in the licence terms. If a person wants to make other copyright use of the material in a way not permitted by the *Copyright Act 1968 (Cth)*, they would need to obtain permission from the copyright owner.

More information is available at <http://www.creativecommons.org.au> on the Creative Commons website.

## What is a non-exclusive license?

A non-exclusive licence will enable you to retain copyright in your material but allow the Library Board of Queensland to use your work(s) in the ways specified in the licence. You also retain the right to offer the same non-exclusive use to others.

### Part 6.

## What are moral rights?

Moral Rights are the right of the creator to be attributed as the creator of his or her copyright work, to take action if their work is falsely attributed as someone else's work and to take action if the work is distorted or treated in a disreputable way. The State Library is committed to respecting creators' moral rights in accordance with the *Copyright Act 1968 (Cth)*. If you created the donated material, the Deed of Gift provides for you to indicate how you wish to be identified.

### Part 7.

## When might there be a need to have special conditions of use attached to the donated material?

The ultimate purpose of a Deed of Gift is to make materials available to researchers in a timely, fair, and equitable manner if considered appropriate by the State Library. However, in special circumstances a donor may wish to make the donation subject to certain conditions. For example, restrictions on the use of the material may be required to protect sensitive information and to guarantee confidentiality for living persons. There may also be restrictions on access to donated material because of cultural considerations such as secret, sacred or sensitive material.

The Deed of Gift allows you to specify any special conditions to which your donation is subject and which you have negotiated with the Library Board of Queensland representative.