

URAZANDI PROJECT - SAN FRANCISCO VOLUME
DEED OF GIFT AGREEMENT

The Urazandi Project is a collection of the histories of Basque Clubs from around the world, based on records, other documentation and the first-hand memories of those who emigrated to those areas. The Bay Area Basque communities have been asked to participate in the Urazandi Project and publish a volume for the collection. The San Francisco volume of the Urazandi Project seeks to document the immigration experience of Basques to the Bay Area and the founding of local Basque communities, groups and organizations. The project is being managed by the Urazandi Committee, which is made up of representatives of the San Francisco Basque Club, the San Francisco Basque Cultural Center, the Basque Educational Organization and the Anaitasuna Basque Club.

It is the goal of the Urazandi Committee to gather and preserve documents (records, publications, photographs, etc.) regarding the formation of Basque groups and organizations in the Bay Area, as well as written and oral testimonies of Basque emigrants and other members of the local Basque community. The documents, interview recordings, and transcripts collected by the Urazandi Committee will be incorporated into the San Francisco Urazandi volume and will become part of the Urazandi Project archive maintained by the Urazandi Committee, its respective supporting organizations, and the repositories of its choosing.

I understand that the material from my oral memoir, its transcript, and/or any related documents I may have provided to the Urazandi Committee may be published in book form as part of the San Francisco volume of the Urazandi Project.

It is further understood that the Urazandi Committee may distribute these materials to other libraries and educational institutions for historical, scholarly and educational uses and purposes. As such, these materials will be made completely available to scholars, students and the general public. Availability may include posting complete transcripts, interview audio recordings and other documents to the Internet for free and open access on the World Wide Web. All activities associated with the Urazandi Project will be of a nonprofit nature.

I acknowledge that I will not receive any remuneration or compensation for my participation in the Urazandi Project interviews or for the rights assigned under this agreement.

In light of the aforementioned, I _____
(name of Interviewee), of _____ (address),
City of _____, County of _____, State of
California, hereby give, convey and assign to the Urazandi Committee, which is
currently in possession of my oral memoir and related documents, if any, consisting of

(description of all materials donated including number of recordings, documents,
photographs, etc.), to have and to hold the same absolutely and forever. I understand
that the Urazandi Committee will use my oral memoir and any related documents I
may have provided, for such historical and scholarly purposes as it may deem
appropriate including, but not limited to, inclusion in the San Francisco Urazandi
publication.

By this conveyance, I relinquish:

1. All legal title and literary property rights which I have or may be deemed
to have in said oral memoir and the documents I provided to the Urazandi Committee,
if any; and,

2. All my rights, title and interest in copyright which I have or may be
deemed to have in said oral memoir and the documents I provided to the Urazandi
Committee, if any, and more particularly the exclusive rights of publication,
reproduction, distribution, preparation of derivative works, public performance, and
display. This includes the rights of publication in electronic form, such as placement
on the Internet/Web for access by that medium.

It is expressly understood that the full literary rights of my oral memoir shall
pass to the Urazandi Committee and that no rights whatsoever are to rest in my heirs
now or at my death. I herein warrant that I have not assigned or in any manner
encumbered or impaired any of the aforementioned rights in my oral memoir. Unless
otherwise specified below, I place no restrictions on non-commercial access to and use
of my oral memoir and any related documents I provided to the Urazandi Committee.

I, _____ (name of Interviewer), as agent for the
Urazandi Committee, accept the oral memoir of, and any related documents provided
by, _____ (name of Interviewee) for inclusion in the
Urazandi Project archive.

Dated: _____

Signature of Donor (Interviewee)

Signature of Authorized Agent

DONOR'S RESTRICTIONS ON USE

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I _____ (name of Interviewee) wish to place the following restrictions on the use of my recorded oral memoir and/or the related documents I provided to the Urazandi Committee:

(Please check and initial those restrictions you wish to place on the use of your oral memoir)

_____ I wish to be identified by the pseudonym: _____

_____ I wish to restrict access to the materials until (date): _____

_____ I wish to close specified portions of the interview, as noted on the attached document

_____ I wish to restrict access to the materials to on-site use (i.e. exclude electronic distribution including, but not limited to, posting on the World Wide Web)

_____ Other (specify):

Dated: _____

Signature of Donor (Interviewee)

The Urazandi Committee agrees to abide by these restrictions on use.

Dated: _____

Signature of Authorized Agent (Interviewer)