

**THE PORT OF ECHUCA ORAL HISTORY INTERVIEW AGREEMENT**

In this agreement, the interviewee assigns copyright to the **Port of Echuca**. Your recorded interview will become part of the **Port of Echuca** Collection where it will be preserved for future researchers. The **Port of Echuca** is grateful for your participation in this oral history project.

This is an agreement between **Jenny Watson** and **Port of Echuca**:

**INTERVIEWEE**

Name: Jenny Watson

Parent/guardian:

*(if applicable):*

Address: 141 Hume Street

Echuca

Postcode: 3564

Telephone:

Fax:

Email: jen\_watson@bigpond.com

I have been asked and have agreed to be interviewed by the **Port of Echuca**, subject to this agreement and as part of the **Port of Echuca** programs. The **Port of Echuca** has advised me that it wishes to preserve the Interview as part of the **Port of Echuca** Collection. Once the interview is preserved at the **Port of Echuca**, I understand that it can be used by the **Port of Echuca** for a variety of purposes including, but not limited to, exhibition, research, education material, public presentations, publication, website, broadcast and transmission unless I place restrictions hereunder on any of those uses.

And the **Port of Echuca**

Name of Interviewer:

Suzan Dalziel

Name of organisation:

Port of Echuca

Contact: Museum Curation & Volunteer Coordir

Address:

74 Murray Esplanade Echuca

Postcode: 3564

Telephone:

03 5481 0500

Fax:

N/A

Email: [suzan@portofechuca.com.au](mailto:suzan@portofechuca.com.au)

#### DETAILS OF THE ORAL HISTORY INTERVIEW

Place of Interview: Port of Echuca

Date of Interviews: 5/5/23 and 6/7/23

Interviewer(s): Suzan Dalziel

Position: PoE

Marg McMullan

Position: Volunteer

Description of Interview:

Undertaken over 2 separate dates, in a few segments and 5 recordings.

#### SCHEDULE

##### 1. Copy of the Interview

1.1 The Interview may consist of any or all of the following components: audio and/or video recording and/or translation and/or transcript and is hereafter referred to as the Interview.

1.2 The **Port of Echuca** will provide me with a copy of the Interview if I so request.

1.3 Within 90 days of the signing of this agreement, I may request changes to factual errors or issues of a sensitive nature to be made to the Interview by the **Port of Echuca**.

2.1 Under the Copyright Act 1968 the **Port of Echuca** will be the owner of the copyright in the Interview. This means that it can reproduce, publish, broadcast, transmit, perform and adapt the Interview, unless I place restrictions on it doing so.

2.2 I acknowledge that I am able to utilise the Interview for personal non-commercial purposes.

**3. Storage and Use**

3.1 The **Port of Echuca** will preserve the Interview in its collection. The Interview will be available for use by the **Port of Echuca** staff/volunteers and members of the public for the purposes of future research, publication, broadcast or transmission, subject to any restrictions which I impose in this agreement.

**4. Restrictions on Use**

4.1 The Interview will be preserved in the **Port of Echuca** collection and made available to the **Port of Echuca** staff/volunteers and members of the public subject to the following conditions (*please select one*):

- General Access with no restrictions on use of the Interview or the material in the Interview other than those normally imposed by the **Port of Echuca** on its users.
- Restricted Access with the **Port of Echuca** to impose a restriction that the Interview or any part of the Interview will not be copied or published without my prior written consent. Other Restrictions and Conditions.
- The **Port of Echuca** will use its best endeavours to ensure that the following restrictions are observed in any use of the Interview (*attach appendix if insufficient space below*):

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4.2 If I impose any restrictions on the use of the Interview then I will keep the **Port of Echuca** notified at all times of any change to my address.

4.3 If after making reasonable attempts the **Port of Echuca** is unable to contact me at the last address that I gave, it then may, at its discretion, make the Interview available for the purposes outlined in schedule 3.1 above without the requirement to observe the restrictions which I have imposed.

**5. Acknowledgement**

5.1 If the **Port of Echuca** reproduces, publishes, broadcasts, transmits, performs or in any way at all makes the Interview available to the public then I will receive the following acknowledgement, where possible (*please select one*):

- My full name as set out above
- No acknowledgement or disclosure of my name
- Acknowledgement as follows:

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**INTERVIEWEE OR PARENT/GUARDIAN (if applicable)**

Signature Janay Watson  
Name (print) JENAY WATSON  
Date 19-07-23

On behalf of **PORT OF ECHUCA**

Signature Suzan Darziel  
Name (print) SUZAN DARZIEL  
Date 19-7-23

**NOTES**

**Fair Dealing**

The Copyright Act 1968 allows certain material, including written material such as the transcript and audio-visual material such as sound recordings and videos, to be used for certain purposes without infringing the copyright in the material. These are called "fair dealing" uses and they include use for the purpose of research or study, criticism and review, reporting the news and judicial proceedings.

The **Port of Echuca** is not able to control such "fair dealing" uses of material. This means that parts of the material could be used and quoted in academic or other writing resulting from research and study. If you do not want this to occur you should use the enclosed agreement to place a Restricted Access condition on its use. This restriction means that the **Port of Echuca** will not allow the Interview to be copied or published without your prior written consent.

