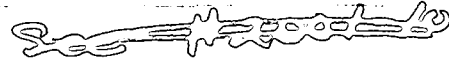




Byrd Polar Research Center
Archival Program

University Archives
2700 Kenny Road
Columbus, OH 43210
Phone 614-292-2409
FAX 614-688-4150

H 2001-101-03 Pts. 1-3
H 2001-101-05 Pts. 1-3



AGREEMENT

BETWEEN BYRD POLAR RESEARCH CENTER ARCHIVAL PROGRAM (BPRCAP)

AND

DR. MAX BREWER, INTERVIEWEE

This document confirms my understanding and agreement with the BPRCAP with respect to my participation in a series of interviews conducted by the BPRCAP oral history project. My understanding is as follows:

1. BPRCAP will tape my interviews (ATape). I may designate portions of the tape that I do not wish to be made available for publication, publication dissemination or use by researchers (ADesignated Materials). If I have not designated any portion of the Tape as Designated Materials within sixty (60) days of the taping thereof, unless an extension has been approved by the BPRCAP, the Tape will be deemed approved by me, and shall be free for use by the BPRCAP.

2. BPRCAP may prepare a typed transcript of the interviews (ATranscript). If BPRCAP gives me a Transcript for review, I will make corrections or modifications of the Transcript for legal reasons or to achieve historical and factual accuracy. *I may also designate portions of the Transcript that I do not wish to be made available for publication, public dissemination, or use by researchers until a designated period of time.* If I have not returned the Transcript to BPRCAP within sixty (60) days of my receipt thereof, unless an extension has been approved by BPRCAP, the Transcript will be deemed approved by me, and shall be free for use by the BPRCAP.

Designated Materials (*Described below or on attached sheets and specify when the designated materials will be available for research.*):

3. BPRCAP agrees to take all reasonable steps to maintain the confidentiality of Designated Materials in accordance with such conditions as may be agreed upon in writing. I understand and agree, however, that BPRCAP may disclose Designated Materials if required to do so by a court of competent jurisdiction.

4. BPRCAP will preserve the Tape and Transcript, if any, (collectively, the AWork) in

the BPRCAP Archives, where the work may be cataloged and made available to researchers.

5. BPRCAP may publish or otherwise use the Work for such historical and scholarly purposes as it sees fit. BPRCAP may use my name and likeness in material promoting the project and its publications.

6. In consideration of the tape and preservation of my oral history interviews by the BPRCAP and any transcription, indexing, and cataloging of my oral history interviews by the BPRCAP, I hereby assign, convey, transfer, grant, and deliver to the BPRCAP all of my right, title, and interest in and to the Work, including without limitation (1) all legal title and literary property rights which I have or may be deemed to have in the Work; and (2) all of my right, title, and interest in and to copyright which I have or may be deemed to have in the Work.

7. Notwithstanding the provisions of paragraph 6 hereof, BPRCAP understands and agrees that I retain the right to publish or use, my story in whole or in part as I see fit.

Max Brewer 4 May 2001
Dr. Max Brewer/ Date

Karen N. Brewster 5/4/01
Ms Karen Brewster for BPRCAP / Date

Max Brewer (typed 30 May 2001)

Karen N. Brewster 5/30/01