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ORAL HISTORY 2012-02-14
PT. 1-3

Oral History Gift and Release Agreement

Thank you for your generous contribution of knowledge to the Oral History Archives. We welcome the opportunity to have the (audio or video) recording made with you on May 15, 2012. The Oral History Archives agrees to preserve your recording and make it available to the public.

In consideration of the role of the Archives in preserving and making your recording available, we ask you to agree to the following:

I, Gerald Van Hooymissen, transfer to the University of Alaska Fairbanks' Rasmuson Library my title, interest, and copyright to the recording.

I also agree not to hold the University of Alaska Fairbanks liable for how it makes the recordings available and how it preserves them. I further acknowledge that I have been informed of the following:

- The Oral History Program makes recordings available to researchers, writers, scholars, students, and the interested public.
- The Library may make this recording electronically accessible via local area networks, the Internet, or other electronic means for access and preservation purposes.
- While the Library only intends to make the recordings available for educational and/or non-commercial purposes, by signing this form I release the Library and the University from liability in cases where individuals who access a recording might violate these conditions.

Please be assured that we will do all that we can to inform users of these conditions and thereby minimize the potential for misuse. **None of the above mentioned conditions restricts you from re-telling and/or recording again any of the information you gave on this recording.**

Gerald J. Van Hooymissen
(Narrator's printed name)

5/15/12
(Date)

P.O. Box 49617 Palmer, AK 99645
(Narrator's printed mailing address)

Gerald J. Van Hooymissen
(Narrator's signature)

Karen Brewster K. N. Brewster
(Interviewer's printed name & signature)

5/15/12
(Date)

Robyn L. Russell
(Collection manager's signature)
5/15/12

Miesje J. Steinkruyer
5/15/12
Miesje Steinkruyer

Interview Restrictions

Interviews accepted into the University of Alaska Fairbanks Oral History Collection *must be available* for public use. We cannot accept recordings where:

1. **The narrator or other body must be consulted prior to each use of the interview.** Such a restriction severely reduces the circulation and usefulness of the tape and makes long term management impossible.
2. **Individuals and/or members of particular groups are forbidden to use the interview.** Both the UAF Oral History Program and the Rasmuson Library are firmly committed to the principles of intellectual freedom and will not accept any form of discrimination.
3. **The interviewer and/or narrator prohibits the UAF Oral History Program from making copies of the interviews and/or insists upon retaining the right to sell copies.** We need to be able to make copies of interviews for circulation, preservation, transcription purposes and for the narrators and their families.
4. **Multiple narrators appear on a recording without a signed Oral History Gift and Release form from each narrator.** Each narrator on the recording must sign a release.

We do allow some *limited restrictions* to be placed on certain interviews under the following circumstances:

1. Interviews to be used in a book or other publication project can be restricted from public use for *no more than two years*. At the end of two years, the tapes will be made available to the public regardless of whether or not anything has been published.
2. Officials can restrict public access to their own interviews until they leave public office provided that they will be leaving office in *two years or less*. At the end of two years, the tape will be made available to the public regardless of whether or not they have left office.
3. Radio programs typically retain rebroadcast rights to interviews that they have produced unless they choose to relinquish that right to the UAF Oral History Program.

The Oral History Program requires that you observe the following guidelines if you wish to place a recording in the Oral History Collection:

1. All recordings received at the Oral History Program *must* have a UAF Gift and Release Agreement, signed by the narrator, on file at the Oral History Program office within four (4) weeks of receipt of the recording by the Oral History Program.
2. Interviews *cannot* be restricted beyond the life span of the A/V medium.
3. The UAF Oral History Program *does not* warehouse collections. Anyone seeking to have their tapes restricted from public use and stored for a period of time should consult commercial vendors who specialize in this service.
4. If copies of interviews are to be deposited with several institutions, *all* of the institutions should be named in the release form. If UAF is one of the named institutions, it should be *noted in the release* that we make our collections available to the public.

Historical Manuscripts, Photographs, Oral History Recordings
Non-Exclusive License

DATE: May 15, 2012

NAME: Gerald J. Van Hoornissen
ADDRESS: P.O. Box 4967 Ba
CITY, STATE, ZIP: Palmer, AK 99645

(1) Conveys to the Joint Archives of the Alaska Court System and Alaska Bar Association [Joint Archives] the following reproductions or copies:

a. My oral history interview(s) recorded on the following date(s):

- May 15, 2012
- _____
- _____

b. All photographs, documents, and memorabilia—both personal and professional—that I have provided to the Alaska Court System, in both hard copy and electronic format.

(2) Which in consideration of the Joint Archives making the above described items available for research, I hereby grant a non-exclusive, for the full term of copyright protection, royalty free license to the Joint Archives:

- a. to reproduce, publish, archive, preserve, conserve, communicate to the public by telecommunication or on the Internet, loan, distribute and sell any materials in the collection(s) described worldwide, for commercial or non-commercial purposes, in microform, paper, electronic and/or any other formats;
- b. to authorize, sub-license, sub-contract or procure any of the acts mentioned in paragraph (a).

I agree that any materials in the collection(s) described which are judged inappropriate to the Joint Archives collection may be disposed of as the Joint Archives Committee sees fit.

Except as provided expressly in this agreement, this gift is unrestricted and unconditional.

Signature Gerald J. Van Hoornissen Date 5/15/12

Title (organization or business) _____

Received by _____ Date _____
On Behalf of the Joint Archives, c/o State Law Library, Alaska Court System