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Sam Noble Oklahoma Museum of Natural History

Native American Languages Collection

University of Oklahoma

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**DEPOSITOR PACKET**

***Contents***

**[A: Depositor Information](#_A:__Depositor_2)**

[**B: Collection Information**](#_B.__Collection)

**[C: Usage Agreement](#_D.__Digitization)**

**[D: Digitization Agreement](#_D.__Digitization)**

[**E: Access Conditions**](#_E._Access_Conditions)

### [F: Media & Recording Equipment Information](#_F.__Media)

### [G: NAL's Conditions of Use of Archive Resources](#_G._NAL’s_Conditions_9)

**General instructions:**

1. This information will go into the Native American Languages’ (NAL) database and form the catalog for the resources in your collection.

2. Please enter as much information as you can, so that future generations of archive users can know what these materials are and who created them. If you need more space, please add pages wherever you wish. You can change this information at any time by contacting the archive.

3. Catalog information is publically accessible except for personal data, such as contact information, and data about contributors who wish to remain anonymous. Archive users can read catalog information even for resources that they cannot access.

4. You can restrict access to specific resources, or the entire collection (see [section E](#_E._Access_Conditions_1)). You will be asked to provide a rationale for restricting access.

5. If you have any questions or problems, please call 405-325-3332 or write to language.snomnh@ou.edu.

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### A. Depositor Information

Full name(s):

Address(es):

Phone(s):

Email(s):

Website(s):

Affiliated organization(s):

### B. Collection Information

1. English Title (see examples on the NAL website):

2. Indigenous Title (if applicable):

3. Collector Name (if different from Depositor(s)):

4. Project/Collector Website (if applicable):

5. Project/Collection funder(s) (if applicable):

6. Location(s) where materials were created (Region, Country, State) *(note: you will be asked to provide more specific location information for individual items on the metadata spreadsheet. If your materials come from more than one region, country, or state, indicate roughly which items were made in which areas)*:

7. Collection Overview (how and why the collection was created):

### 8. Name(s)+ ISO-639 code(s) and/or description of language(s):

9. List any published or soon-to-be published resources associated with the data in the collection:

### C. Usage Agreement

*In signing this document, you authorize the Native American Languages Collection at the Sam Noble Oklahoma Museum of Natural History to preserve and archive the materials included in this document, and you become the ‘depositor.’ Specific conditions regarding access to these materials are stated in Section E. This Usage Agreement details the rights that you, the depositor, have over the materials and the rights that NAL has over the materials.*

**By depositing these materials:**

1. I state that I have the right to deposit these materials because I recorded or otherwise participated in their creation, or because I have been given the right to deposit these materials by their creator.
2. I grant NAL permission to migrate these materials to future formats.
3. I grant NAL permission to publish these materials electronically, distribute copies on CD or other media, and transfer copies to other archives, always respecting my NAL access conditions.
4. I grant NAL permission to authorize others to use these materials for research, educational, and other reasonable non-commercial purposes, consistent with my NAL access conditions and with NAL’s [Conditions for Use of Archive Resources](#_G._NAL’s_Conditions_8).
5. I grant NAL permission to publish, distribute copies of, transfer to other archives, and use for any non-profit purpose the metadata that describes these resources.
6. I retain all other rights in the materials that I may have by virtue of having made the recording, text, or other items in the deposit, including without limitation, the right to copy, distribute and publish the materials and incorporate them in whole or in part into other works.
7. If parts of the collection are permitted to have restricted access, I agree to keep my contact details up to date, and that if I am not contactable via any of the contact information on file with NAL, NAL will make decisions about management of and access to materials taking into account the nature of the materials, my NAL access conditions, and the interests of the language community.
8. I release and indemnify NAL and the Sam Noble Oklahoma Museum of Natural History from any liability resulting from any direct or consequential loss, damage to, or misuse of materials, or resulting from any action related to the content of the deposit.

I understand the above statements and agree to them.

**Signature**: **Date**:

### D. Digitization Agreement

If your deposit includes materials that have not been digitized, NAL will digitize these materials as part of our archival process. If you wish to have copies of your digitized materials, we will provide them to you free of charge.[[1]](#footnote-1) The digitized materials will be provided as we digitize the collection; in larger deposits, this may take some time depending on the current staff resources. The following notes apply to digital copies:

1. Digitized materials under this agreement will be sent to the depositor only.

2. Copies obtained by the depositor are protected under the NAL’s [Conditions of Use of Archive Resources](#_G._NAL’s_Conditions_7).

3. We prefer to send depositors digital copies electronically, or on a hard drive or memory stick. Physical media like CD and DVD copies can be provided under special circumstances. We will be in contact with you about how best to get you your files.

Would you like digital copies of all digitized materials in your collection? \_\_\_\_\_\_

NAL strives to work with indigenous communities to provide access to legacy materials. If there is an indigenous language program, tribal museum, or tribal library that you wish for us to collaborate with for local access to your deposit, please provide the information here:

Name of Organization/Tribe/Nation:

Contact person:

Address:

Phone number:

E-mail:

Depositor

**Signature**: **Date**:

NAL

**Signature**: **Date**:

### E. Access Conditions

In accordance with professional standards and the Society of American Archivists [code of ethics](https://www2.archivists.org/statements/saa-core-values-statement-and-code-of-ethics), our aim is to promote rather than to restrict access to records. In special cases, we can restrict sensitive information for the lifetime of the donor or other contributor. We can restrict access to specific populations only under very limited conditions, such as restrictions based on membership in an established War Society. Restricted access may be assigned individual items in a collection or, rarely, to the entire collection. Any restrictions to access must be approved by the NAL curator. We reserve the right to archive only those resources that we deem appropriate with respect to both content and access.

NAL requires all users to agree to the [Conditions for Use of Archived Resources](#_G._NAL’s_Conditions_6) when they make or download copies of any of the materials in NAL. If they do not agree to the Conditions, they will not be able to obtain copies of any resources in NAL, including those designated as Level 1 (open access).

**Level 1. Open access.** Resources are made available for public viewing and use. For items at this access level, if users agree to our [Conditions for Use of Archived Resources](#_G._NAL’s_Conditions_5), he or she may:

1. Listen to audio recordings, watch video recordings, and view texts and images at the physical NAL collection or online;
2. Request digital or hard copies of resources in person from NAL staff, free of charge;
3. Download digital copies of recordings, texts or images from the NAL website (see page 7).

**Level 2. In-person access.** Items at this access level can be viewed by archive users, but they cannot make or download copies of the materials. At this access level, if users agree to our [Conditions for Use of Archived Resources](#_G._NAL’s_Conditions_5), he or she may:

1. Listen to audio recordings, watch video recordings, and view texts and images at the physical NAL collection. Only low-resolution, short samples of audio, video, and documents will be viewable online.
2. They may also view the item metadata online on the NAL website, but may only view, listen to, or watch the actual item in-person at the NAL collection at the Sam Noble museum.

**Level 3. Access is protected by a time limit.** Users may not access the resources until after a specified date. This level allows you to restrict access to resources for a few years while preparing a publication, such as a dissertation, or for the lifetime of a speaker. After the time limit passes, access changes to Level 1 (open access). For items at this level, while under time limit protection, the metadata will be available on site at the collection and on the webpage, but no items or samples will be available for viewing, and no copies will be provided.

**Level 4. The depositor (or someone else) controls access to the resource.** NAL will provide contact information to the user for the access controller, and the user must contact the access controller directly for permission. If permission is granted, the controller will provide proof of permission to NAL and NAL will allow the user access to the resource. The controller must ensure that the appropriate contact information is always up to date. If contact information is not up to date, then determinations of permission to access and use the resource revert to the curator of NAL.

**You will have a place to specify the access level for each individual item in the collection in the NAL metadata spreadsheet.**

IF the access level for all items in the collection is the same, you can provide this access level here, and

ignore the access level column on the metadata spreadsheet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**On-line Access.**

We are currently working on an initiative to make all Level 1 (open access) materials in the collection available online. This would dramatically improve our methods for providing community members and researchers with access to language materials, especially for those individuals who are unable to physically make the trip to the museum. The system would require researchers to create an account with us prior to viewing/downloading materials and agree to the terms in our [Conditions for Use of Archived Resources](#_G._NAL’s_Conditions_5) for respecting the copyright associated with the materials and agreeing that the use of materials are for non-profit, non-commercial research purposes only. Do you see any reason for preventing us from making your collection or any of the Level 1 (open access) items in it available on our (forthcoming) website?

Yes

No

If no, please provide a brief rationale.

### F. Media & Recording Equipment Information

If your deposit includes unpublished digital materials that you created, please identify the original recording equipment & formats here. If you used different equipment for creating resources of the same type (e.g., some video files were recorded using a Panasonic HDC-SD100K HD Camcorder, but others were recorded on your iPhone), then include the file names for the resources which were recorded with each equipment type.

### 1. Audio equipment and specs (sample rate, bit depth, formats):

### 2. Video equipment (resolution, framerate, formats):

### 3. Digitization equipment (hardware, software):

### 4. Other information about media, formats, and equipment:

### G. NAL’s Conditions of Use of Archived Resources

**Resources deposited in the NAL collection are protected by the NAL Usage Agreement or by more specific agreements signed by the depositor, NAL curator(s), and SNOMNH directors. While NAL cannot guarantee that no violations of these agreements will occur, if we learn of a violation, NAL will notify the appropriate stakeholders of the violation. Patrons using NAL holdings are required to sign this agreement:**

“I agree to the following conditions on the use of NAL resources:

1. I will not use any resource in the NAL collection for commercial purposes.

2. I will respect the intellectual property rights and copyrights that pertain to NAL's holdings.

3. I will not alter or modify any resource in the NAL database, without a legal authorization to do so, for example, fair use, or without prior explicit permission from the resource's creators.

4. I will not create works derived from any resource in the NAL collection, without a legal authorization to do so, for example, fair use, or without prior explicit permission from the resource’s creators.

5. I will act in good faith in interactions with NAL’s user registration and access systems. This means that I will not attempt to disguise my electronic identity or impersonate an NAL depositor or resource creator, and I will abide by the decisions made by resource controllers concerning access to NAL resources.

6. If the metadata for a resource states that names of creators and participants must be kept anonymous, I will respect their anonymity in any spoken or written representation of that resource that I produce.

7. I will cite any NAL resource that I make use of in any published work according to the NAL Citation Guidelines: Collection name, Department of Native American Languages, Sam Noble Oklahoma Museum of Natural History, or as given to me here: (*citation*).

We would also like to ask that you inform us of any publications, projects, or significant research that you accomplish using NAL resources. And if you produce transcriptions or translations or other derivative materials from NAL resources that our user community would find interesting, we would appreciate it if you would deposit those materials with us as well. We have many recordings that are not transcribed and analyzed, and are hoping that members of our user community will gradually help us to produce transcriptions, translations, and analyses, making these oral works more accessible.”

1. NAL reserves the right to request that depositors share in the cost of their copies if the transfer of files is going to be a financial burden on the department (e.g., in the case that abnormal expense will be incurred in shipping of media, or the creation of large numbers of CDs or DVDs). [↑](#footnote-ref-1)