

New Mexico State University Library  
Oral Histories: Work Made for Hire Agreement

As noted in the chapter on copyright, the U. S. Copyright Office considers an interviewer a joint author for purposes of registration. Archives, programs, and individuals who do not use full-time employees to conduct their interviews but instead rely on free-lance or volunteer interviewers should consider requiring a Work Made for Hire Agreement if they believe that the work fits into one of the nine categories the Copyright Act denominates as Works Made for Hire by non-employees. Only three of the nine categories can be seen as encompassing an oral history interview, namely: a contribution to a collective work, a compilation, and a part of an audiovisual work.

New Mexico State University Library enters into the following agreement with \_\_\_\_\_ (*name of interviewer*) on \_\_\_\_\_, \_\_\_\_\_ (Month/Date/Year).

New Mexico State University Library has conceived of an original work of authorship relating to the ongoing creation of oral histories. Therefore, \_\_\_\_\_ (*name of interviewer*) is specially ordered and commissioned to conduct oral history interviews, which are to be a part of New Mexico State University Library's collective and/or supplemental work or other category of work eligible to be treated as a work made for hire under the United States Copyright Act.

New Mexico State University Library and the interviewer intend that the copyright in the work or works that the interviewer prepares is to be owned by the New Mexico State University Library, which is to be considered the author of such work or works as defined by 17 U.S.C. 201.

In consideration for the specially ordered and commissioned services to be performed by the interviewer, New Mexico State University Library agrees to compensate the interviewer as follows:

\_\_\_\_\_  
\_\_\_\_\_

By this written instrument the parties expressly agree that all interviews conducted by the interviewer pursuant to this agreement shall be considered a Work Made for Hire, as defined in 17 U.S.C. 101 (2).

IN WITNESS WHEREOF the parties have executed this agreement effective as of the date first written above.

\_\_\_\_\_  
Signature of Interviewer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Representative for New Mexico State University Library

\_\_\_\_\_  
Date

NOTE: Forms adopted from: Neuenschwander, J.A. (2002)  
*Oral History and the Law*  
Oral History Association. Appendix C.8 pp. 86