

Office use only

Staff name _____ Unit/Program _____
Name of event _____
Date image taken _____
Location image taken _____
Directory path and file name _____

Consent and release form

to use name, image, sound or other recording, personal property or copyright material

1. Consent

I give consent to the Library Board of Queensland, its employees, agents or partners ("**State Library**"), to **use and retain** the Participant's:

- name, image, sound or other recording; and
- personal property (including artifacts), copyright material (individual works).

2. Form of participant's name

What name should be used in association with the Participant or with the Participant's image, sound or other recording, personal property or copyright material?

Full name First name only No name Other (please specify): _____

3. Conditions and/or limitations

My consent is subject to the following conditions and or limitations (if any) Please select any that apply:

- none (no conditions or limitations)
- not for commercial use, eg merchandising, publications for sale.
- use of the following formats only (please select any that apply):
- | | |
|--|---|
| <input type="checkbox"/> photographic images | <input type="checkbox"/> audio recordings |
| <input type="checkbox"/> video recordings | <input type="checkbox"/> physical items, eg letters, artifacts. |
| <input type="checkbox"/> other (please specify): _____ | |

cultural considerations (please specify):

other restrictions/conditions (please specify):

4. Participant's details

Participant:

The adult Participant is the person signing this Consent and Release Form. If the Participant is under 18 years, or is a person who has had a guardian appointed, the Consent and Release Form will be signed by the Participant's parent or guardian on behalf of the Participant.

Full Name: _____

Home Address: _____

Parent or guardian where the Participant is under 18 years or is a person who has had a guardian appointed:

Full name of the Participant's parent or guardian: _____

Home Address: _____

5. I understand

5.1 Purpose

I understand that by giving consent, the State Library can **use and retain** the name, image, sound or other recording, personal property or copyright material of the Participant for the following purposes:

- public relations, promotion, advertising, reporting and planning, commercial activities;
- use by the media in relation to activities that show the Participant in a positive light, eg award presentations, donations or sponsorships;
- the activities, if any, identified in the Consent Schedule accompanying this Consent and Release Form.

5.2 Duration

I understand that this consent will continue until I, the Participant, or where the Participant is a child, the Participant's parent or guardian, withdraws consent in writing to the Manager, Marketing and Communications, State Library of Queensland, PO Box 3488, South Brisbane Qld 4101, t 07 3842 9847, e marketing@slq.qld.gov.au.

If, at the time that consent is withdrawn, the State Library is using the Participant's name, image, sound or other recording, personal property or copyright material, or if the State Library has entered into contractual obligations in relation to that material, the consent will continue until the use or the contractual obligations come to an end.

5.3 Use

I understand that 'use' includes:

- a) to create, make copies of or reproduce or retain in any form, including by camera, video, or digital recorder, webcam, closed circuit television, mobile phone or any other device; and
- b) to distribute, publish or communicate either publicly, privately or commercially in any form, including via newsletters and other print media, television, the Internet, CD-ROM or other multimedia;
- c) in whole or in part or in conjunction with any wording or drawings.

5.4 Retain

I understand that 'retain' means:

- a) The State Library may use the image, sound or other recording, personal property (including artifacts), or copyright material unless I withdraw my consent.
- b) The State Library will not pay the Participant for giving this consent or for the use of the Participant's name, image, sound or other recording, or for the personal property (including artifacts), or copyright material.
- c) This Consent and Release Form does not transfer ownership of intellectual property to the State Library. Intellectual Property Rights still apply to the image, sound or other recording, personal property (including artifacts), or copyright material. This Consent and Release Form permits the State Library to use the material for the purposes stated above.
- d) Nothing in this Consent and Release Form limits the rights that the State Library has in relation to the use of the Participant's name, image, sound or other recording, copyright, or other intellectual property under any other law.

6. Participant's signature

Signature of Participant: _____ Date: _____

Signature of Participant's
parent or guardian (if applicable): _____ Date: _____

State Library Representative:

Name: _____

Signature: _____ Date: _____

Explanatory Notes

What is this consent for?

This Consent and Release Form, when completed and signed by the Participant, or, where the Participant is under 18 years of age, or is a person who has had a guardian appointed, the Participant's parent or guardian, will authorise the State Library to use and retain your name or specified material – image, sound or video recording, personal property or copyright material – in any way (subject to any conditions/limitations stated in the Consent and Release Form) in the State Library's publications, productions and presentations.

In what sort of publications could my name or material appear?

Your name or material can appear in brochures, public relations displays, annual reports, websites, strategic plans, posters and promotional material, television or print advertising and other materials produced by the State Library.

Who should sign the consent form? (section 4)

This Consent and Release Form should be signed by the Participant, the person whose name, image, sound or video recording, personal property or copyright material, is being used by the State Library. The Participant is usually the person who signs the Consent and Release Form, except when the Participant is under 18 years of age, or is a person who has had a guardian appointed. In this case the Consent and Release Form must be signed by a parent or guardian of the Participant.

While the State Library will make all reasonable efforts to ensure that only appropriately authorised people complete the Consent and Release Form and sign the authorisation, the State Library will not be responsible for circumstances in which it was misled as to the identity and authority of that person.

Who is a child?

A child is defined as any person who has not yet turned 18 years of age.

Conditions and limitations (section 3)

It is important to consider what, if any, conditions and/or limitations that you wish to place on the use of your name, image, sound or video recording or personal property. You can manage how the State Library uses your material by completing section 6, which allows you to place conditions and limitations on the State Library's use of your material. These may be:

- Cultural conditions/limitations
You may wish to remove an image for a period of time following the death of an individual or for a period of mourning.
You may wish to limit the use of sacred or cultural material.
- Other conditions/limitations
You can state that you do not wish your image to be displayed on the Internet.

What if I give my consent and later change my mind? (section 5.2)

You can modify or withdraw your consent in writing at any time. Changes however, will only apply from the date the State Library receives your written request. Any existing State Library material (like publications, promotions, etc) that uses your name, image, sound or other recording, personal property or copyright material, will not be withdrawn from use.

Commercial use (section 6)

The State Library may use your material for commercial purposes. If you have placed a limitation on commercial use (in section 6) the State Library may wish to negotiate use of your material for commercial purposes in a separate agreement.

Do I still own copyright in my material? (section 5.4)

Yes you do. As stated in section 5.4, by signing the Consent and Release Form you do not give the State Library ownership of copyright or other intellectual property rights in your material. You simply give the State Library permission to use your material for the purposes mentioned in the Consent and Release Form.

What happens to the Consent and Release Form once it is completed?

The Consent and Release Form will be placed on file and retained by State Library of Queensland. If requested, a photocopy of the form will be made available to the Participant.

Privacy Act

Your consent for the State Library to use and retain your name, image, video or sound recording, personal property or copyright material is required in accordance with the Queensland Government's *Information Standard 42: Information Privacy*. The 11 Information Privacy Principles contained within this Standard regulate how personal information is collected, stored, used and disclosed by the public sector. You can obtain a copy of *Information Standard 42: Information Privacy* from the Office of Government ICT – <http://www.governmentict.qld.gov.au>.