

**OFW HISTORY PROJECT, INC.
ORAL HISTORY RELEASE FORM**

I hereby grant OFW History Project, Inc., a nonprofit entity, and Mia Albano royalty-free permission to use the Information I provide as part of my voluntary participation in the OFW History Project (“**Project**”).

1. **PURPOSE.** The Project seeks to document and preserve the stories of overseas Filipino workers. The narratives of the Filipino diaspora are worthy of being told, heard, and preserved with dignity and respect so future generations may learn the impact that migrant work has had, from the interpersonal, familial, and intimate, all the way to the global and national.
2. **USES.** As part of the Project, Ms. Albano is currently creating a documentary film entitled *They Only Remember Us at the End of the Month*. Beyond this immediate film, the Project will consist of publicly accessible oral history archives of potential, current, and former Filipino migrant workers, as well as various media and educational projects derived from oral histories and documents, including documentary films, television programs, and other broadcasts, books, articles, exhibits, podcasts, transcripts, public talks, donor and grant applications, educational research, policymaking, and other uses consistent with the mission of the Project (“**Uses**”).
3. “**INFORMATION**” means my recorded or photographic image and likeness; the recorded sound of my voice; images or videos of items, documents, or other materials I provide; and transcripts or excerpts of my interviews, calls, or communications provided to the Project. My name will be associated with my Information, unless I instruct the Project in writing to use a pseudonym.
4. **LICENSE TO USE.** Unless I opt out of specific uses, the Project may use my Information, including my name, likeness, audio, video, images, or transcripts, in diverse settings worldwide. I understand this permission signifies that photographic, audio, or video recordings of me may be electronically displayed via the Internet, broadcast, incorporated into films or videos, used in grant or donor applications, used in museum or other exhibitions, published in books and articles, presented in the public educational setting, used for promotion for any of these activities, and otherwise used consistently with the Project’s Purpose and Uses.
5. **OPT-OUT.** *If I do not wish for the Project to use any specific information, including sensitive topics, I will identify those restrictions in the box below, tell the Project by email or text within 30 days following my interview, or say so on tape during the interview itself.* I understand I may update this box within 30 days following my interview in writing (including by email or text).

I do **NOT** want the Information listed below used for the purposes listed below or list other restrictions (attach additional pages as needed):

6. **FURTHER RIGHTS.** The Project may copyright any part of my Information (and I hereby grant any copyright rights I have in it as needed) and use, re-use, publish, and re-publish, and otherwise reproduce, modify and display the same, in whole or in part, individually or in conjunction with other photographs, audio, or videos, and in conjunction with any copyrighted matter, in any and all media, for illustration, promotion, advertising, education, or any other purpose consistent with the Purpose of the Project. I understand that my video or image may be edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I hereby release and discharge Ms. Albano, the Project, and its officers and agents from any and all claims and demands arising out of or in connection with the use of the Information, including without limitation any and all claims for defamation or invasion of privacy, right of publicity, or any form of intellectual property infringement.

7. **ASSIGNMENT.** The Project may assign or transfer some or all of its rights to an accredited educational institution or other registered nonprofit entity to maintain the archives or other parts of the Information.

8. **ISSUES.** If I have a concern with the use of my Information, I will first contact Ms. Albano or the Project to attempt to resolve the issue amicably. I agree that any legal disputes arising out of or resulting from this Agreement will be resolved exclusively in the U.S. state and federal courts in Las Vegas, Nevada. All disputes will be governed by Nevada substantive law, without regard to its conflict of law principles.

9. **CONSENT.** I acknowledge that I am 18 years of age or older (or, if I am not, my parent or guardian has also signed below), have read and understand the above terms, and agree to be bound by this Agreement. I acknowledge that this Agreement shall be binding upon me, my heirs, executors, administrators, trustees, personal representatives, successors, and assigns. I also acknowledge that I have had all my questions answered to my satisfaction regarding the Materials and this Agreement.

I agree to the uses of the Material described above. I have noted any current restrictions I am aware of and understand I may supplement my list of restrictions following my interview.

Signature

If under 18, Signature of Parent/Guardian

Printed Name

If under 18, Name of Parent/Guardian

Email

Telephone Number

Date

Please direct all questions to Mia Albano
 Email: mia@ofwhistory.org
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 +1.279.842.6463.