**Agreement on Participation in the Oral History Project of the Jewish Museum in Prague and on Grant of Rights**

between:

1) **Židovské muzeum v Praze**, a common-interest association of legal entities registered in the Register of Associations maintained by the Municipal Court in Prague, Section L, Insert 59006, with its registered office at: U Staré školy 141/1, Josefov, 110 00 Prague 1, ID No. 60459263, VAT ID No. CZ60459263,

represented by: Pavla Niklová, the Director

(hereinafter referred to as “**Rights Holder**“)

and

2) ………………………………………………………………………………………………………………………………………………………..

(name, surname, date of birth, and address of the permanent residence address of the interviewed natural person)

(hereinafter referred to as “**Narrator**“)

**Preamble**

The parties hereto proceed to enter into this Agreement with the intention to contribute to the historical and scientific knowledge of the history of Jews in the twentieth century, especially to the topic of the Shoah history and documentation of totalitarian regimes and totalitarianism. In this regard, the parties hereto recognize the irreplaceable importance of authentic testimonies from Shoah survivors and their descendants.

The Right Holder is the bearer of the oral-history project, the core of which is an ensemble of interviews stored in the oral history collection of “Interviews with Survivors” in the Shoah Documentation Section of the Jewish Museum in Prague (hereinafter referred to as “JMP”). The Rights Holder as the bearer of this project contributing to the historical and scientific knowledge confirms its interest in preserving the interviews and guarantees a professional approach to exploitation thereof in fulfilling its mission. The mission of the Rights Holder includes in, *inter alia*, public enlightenment, publishing, editorial and education activities and making audio and audio-visual records concerning Judaism, Jews and their history on the territory of the former Czechoslovakia and Czech Republic and diffusion of results thereof by means of teaching and publishing.

The Rights Holder is grateful to the Narrator for giving the interview within the oral history project and for giving personal testimony about practices of totalitarianism.

Both parties are aware of the fact that the implementation stage of recording the interview is based on the method of the so-called oral history, which helps by means of testimonies from narrators illuminate the modern history of Jews in the twentieth century, the topic of the Shoah history and totalitarian regimes in general.

At the same time, the parties are convinced that this Agreement ensures legal perfection of this act of theirs, so that the objectives of the oral history project, the bearer of which the Rights Holder is, could be fulfilled.

**Oral History Project**

The main mission of the oral history project of the Rights Holder is to record personal stories of Shoah survivors and to preserve their authentic testimonies for future generations. The Rights Holder documents destinies of Jews not only during the World War II, but also their lives after the war. It also documents stories of the so-called second generation, i.e. descendants of the persons having experienced the Shoah themselves. An important part of the interviews with the first and second generations is the personal reflection of Jewish identity, whether in religious, ethnical, or cultural terms.

**I. Object of the Agreement**

The Narrator shall give to the Rights Holder hereunder the interview, which shall be recorded by means of audio- or audio-visual recorders. The date and time of performance of the interview shall be agreed upon between the parties in advance.

**II. Position of the Rights Holder**

1. The Rights Holder is obliged to record the interview with the Narrator and to make a transcript of this interview, which shall be subsequently edited by the Rights Holder.
2. Such edited transcript shall be presented to the Narrator for review, comments and subsequently for final approval, which shall be given in the form of written consent to the wording of the transcript of the interview and delivered to the address of the Jewish Museum in Prague (U Staré školy 141/1, Josefov, 110 00 Prague 1), or sent electronically at the e-mail address: shoahhistory@jewishmuseum.cz.
3. If the Narrator does not give his/her consent to the wording of the transcript or if the Narrator does not submit any comments on the concerned wording of the transcript to the Rights Holder within 90 days after receiving the edited transcript of the interview, the concerned transcript shall be deemed approved or Narrator-accepted.
4. The Rights Holder is, at the same time, obliged to add the audio or audio-visual record made by the Rights Holder according to Article I hereof, the transcript of the interview and the edited transcript of the interview to the oral-history collection of “Interviews with Survivors” in the Shoah Documentation Section of the Rights Holder.
5. The Rights Holder is entitled to use the audio or audio-visual record and the processed, i.e. edited and Narrator-accepted transcript of the interview for scientific, research, public enlightenment, and exhibition purposes under the conditions set forth below. Both parties regard the use of a part of or the whole audio or audio-visual record or transcript of interviews or the information contained therein especially in professional literature, academic and diploma theses, mass media, exhibition presentations, educative programs, lectures and discussions as the use in accordance with the previous sentence of this Article hereof.
6. The Narrator specifies his/her conditions for publication of the audio- or audio-visual records and of the edited and Narrator-accepted transcript of the interview according to Article II Par. 5 as follows:
7. ***I agree that the edited and Narrator-accepted transcript of the interview can be made available to researchers in a written form and that references and citations from the*** ***interviews can be used by the researchers in their outputs:***
* *with mentioning my name, surname and year of birth/ \**
* *in anonymized form only (without mentioning the name, surname, but with mentioning the* *year of birth/ \**
* *after my death only, with mentioning my name, surname and year of birth \*/ after my death only, in anonymized form\* with mentioning my year of birth*

***B.1 I agree that the edited and Narrator-accepted transcript of the interview (or*** ***excerpts from such interview) can be published in any form of dissemination, including dissemination over technical networks (Internet), provided that the Rights Holder shall always check the trustworthiness of the institution asking for the publication and consider its intention and under the conditions set forth below /****\**

* *I agree to publication of my name, surname and year of birth /\**
* *I agree to publication in anonymized form only (without mentioning the name, surname, but* *with mentioning my year of birth) / \**
* *I agree to publication after my death only, with mentioning my name, surname and year of* *birth \*/ I agree to publication after my birth only, in anonymized form\* with mentioning my year of birth*

***B.2 I don´t agree to publication of the edited and Narrator-accepted transcript of the interview******(excerpts that may be taken from this interview) in any form of*** ***dissemination, including dissemination over technical networks (internet), except the written form intended for researchers*** */\**

***C.1 I agree that the audio and audio-visual record can be published by the Jewish Museum in Prague (for exhibition purposes) in any form of dissemination, including dissemination over technical networks (Internet), provided that the Rights Holder adheres to the Ethics Code and does not publish the passages that might in*** ***any way defame the Narrator, under the following conditions/*** *\**

* *I agree to publication of my name, surname and year of birth /\**
* *I agree to publication after my death only, with mentioning my name, surname and year of birth / \**

***C.2 I don´t agree to publication of the audio and audio-visual record in any form of dissemination, including dissemination over technical networks (Internet)*** */ \**

*\** *which is not applicable to be crossed out and the chosen alternative to be initialed.*

**III. Position of the Narrator**

1. The Narrator declares that making audio or audio-visual records according to Article I hereof and use of such audio or audio-visual records and of transcripts of interviews for the purposes mentioned in Article II, Par. 5 and 6 hereof are not in conflict with his/her legitimate interests. The Narrator takes note of the fact that the Rights Holder stores and processes the interview in the form of audio and audio-visual records and of transcripts for the purposes mentioned in Article II, Par. 5 and 6 hereof.
2. The Narrator specifies conditions for publication of the audio or audio-visual record and of the edited and Narrator-accepted transcript of the interview in Article II Par. 6.
3. The Narrator expresses his/her irrevocable wish, binding upon his personally related persons, too, that the audio or audio-visual record of the given interview and the edited and Narrator-accepted transcript thereof should be used for the purposes mentioned in this Agreement and in accordance with this Agreement. The Narrator wishes that the audio or audio-visual record and the edited and Narrator-accepted transcript should be disseminated under the below-mentioned conditions without any territorial or time limitations.
4. The Narrator takes note of the fact that, in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and related general regulations (mainly Act No. 110/2019 Coll., on Personal Data Protection), within the framework of the key data (keywords) of the concerned interview collected in legitimate interest of the Rights Holder,  the Rights Holder processes personal data concerning the Narrator as contained in the audio or audio-visual records made according to Article I hereof and in the transcript of the interviews (including sensitive personal data such as ethnicity, race, sex, health condition).
5. In order to fulfil this agreement, the Jewish Museum in Prague (JMP) as a controller shall process the personal data of [name of the other Contracting Party] to the extent specified in the header of this agreement. When handling personal data, the JMP shall be governed by the applicable laws and regulations, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (“GDPR”). The details of how the JMP processes such data, including the data subject’s rights, are set out in the Principles of Personal Data Protection.
6. The personal data concerning the Narrator are processed for the purpose of registration of the interview given by the Narrator in the Oral History Collection of “Interviews with Survivors“ in the Shoah Documentation Section of the JMP. The registered personal data concerning the Narrator are: name and surname, date and place of birth, address of the place of permanent residence, date of performance of the interview, interview number. Access to such registry is enabled to the staff of the Rights Holder only. Owing to historical and scientific purposes of the registry it is not possible to apply the right to obtain erasure.
7. In justified cases, for the purpose of performance of historical and scientific research and for the purpose of fulfilment of the mission of the Rights Holder, as defined in the Preamble hereof, the Rights Holder transfers personal data concerning the Narrator to third parties. Provision of the interview and, thereby, also of the personal data concerning the Narrator to third parties can be restricted by the Narrator in Article II Par. 6.
8. The Rights Holder acts in the capacity of the Data Protection Officer, available at the e-mail address: poverenecgdpr@jewishmuseum.cz For any inquiries, motions or comments on the topic of personal data protection, the Narrator may contact either the Data Protection Officer of the Rights Holder or directly the administrator of the Oral History Collection of “Interviews with Survivors“ in the Shoah Documentation Section of the JMP.
9. The Narrator declares that at the time of executing this Agreement he/she knows to which extent, how and for what purpose the sensitive and personal data concerning him/her will be processed by the Rights Holder and whom and for what purpose they may be transferred for further processing.

**IV. Final Provisions**

1. The wish expressed in this Agreement and the resulting rights of the Rights Holder shall exist for the whole duration of the oral history project of the Rights Holder or a legal successor thereof; even after the termination of this Agreement.

2. This Agreement is executed in two (2) counterparts and the parties hereto shall keep one (1) of them each.

3. This Agreement becomes valid and effective on the date of its signature by both parties hereto.

4. The parties unanimously represent that they have read the text of this Agreement through; that they conclude this Agreement neither under duress nor under obviously onerous conditions; and that they agree to its contents, in witness whereof they append their signatures as expression of their free and true will.

Narrator: Pavla Niklová

 director, The Jewish Museum in Prague

In……………………………… on………………….……… In……………………………… on ….………………

Signature ………………………………………… Signature ……………………………………..……