

Historical Society of the District of Columbia Circuit

Agreement

1. In consideration of the recording and preservation of the oral history memoir by the Historical Society of the District of Columbia Circuit, Washington, D.C., its employees and agents (hereinafter "the Society"), I, John H. Pratt, except as otherwise provided herein and in Schedule B attached hereto, do hereby grant and convey to the Society its successors and assigns all of my right, title, and interest in the tape recordings and transcripts of interviews of me as described in Schedule A hereto, including literary rights and copyrights. All copies of the tapes and transcripts are subject to the same restrictions, herein provided.

2. The foregoing transfer is subject to any exceptions specified in Schedule B hereto.

3. I also reserve the right to use the tapes and transcripts and their content as a resource for any book, pamphlet, article or other writing of which I am an author or co-author.

4. I authorize the Society, subject to any exceptions in Schedule B attached hereto, to duplicate, edit, publish, or permit the use of said tape recordings and transcripts in any manner that the Society considers appropriate, and I waive any claims I may have or acquire to any royalties from such use.

Date: \_\_\_\_\_

21 June 94

John H. Pratt  
John H. Pratt  
United States District Judge

DISTRICT OF COLUMBIA, ss:

SWORN TO AND SUBSCRIBED before me this 21<sup>st</sup> day of June, 1994.

Oliver Easch  
Notary Public, D.C.  
Judge U.S. District Ct. DC  
My Commission Expires \_\_\_\_\_

ACCEPTED this 23<sup>rd</sup> day of March, 1994, by Daniel M. Gribbon, President of the Historical Society of the District of Columbia Circuit.

Daniel M. Gribbon  
Daniel M. Gribbon

Schedule A

Tape recordings and 63-page transcript resulting from two interviews conducted by Jacob A. Stein.

Schedule B

Exceptions to Oral History Agreement

(Please initial only those provisions that you wish to apply, and only if you wish to limit the use of your interview.)

1. \_\_\_\_\_ The entire tape and transcript shall not be made available to anyone other than myself, the interviewer, and the Society without my express written permission until \_\_\_\_\_ [state date or event].
  
2. \_\_\_\_\_ The following page(s) \_\_\_\_\_ and the tape relating thereto shall be closed to all users until \_\_\_\_\_ [state date or event], except with my express written permission.
  
3. \_\_\_\_\_ It is agreed that the Society shall not authorize publication of the transcript or any [substantial] part thereof during my lifetime without my express written permission, but that the Society may authorize scholars, researchers and others to make brief quotations therefrom without my written permission.
  
4. \_\_\_\_\_ It is agreed that the Society shall not authorize publication by others of the transcript or any part thereof, including brief quotations, during my lifetime without my express written permission.
  
5. \_\_\_\_\_ I retain all of my right, title, and interest in the tapes, transcripts and their contingent, including literary rights and copyrights, until \_\_\_\_\_ [state date or event], at which time these rights shall vest in the Historical Society of the District of Columbia Circuit.
  
6. \_\_\_\_\_ In the event of my incapacity, I designate \_\_\_\_\_ of \_\_\_\_\_ (name) \_\_\_\_\_ (address) to make decisions related to the use of my oral history interview. Upon the death or incapacity of this designee, I authorize the Society to make such decisions on my behalf.
  
7. \_\_\_\_\_ I impose the following additional conditions [describe]: