

## Transfer of Ownership Agreement

Agreement number GR20864 between the Australian War Memorial (the 'Memorial') and

██████████ s22(1)(a)(ii) & s47F

██████████ s22(1)(a)(ii) & s47F

(the 'Owners') in respect of Historical Material, as defined in the *Australian War Memorial Act 1980* (the 'Material').

### EXECUTED AS A DEED

File number: 11/0184.

Owners: ██████████ s22(1)(a)(ii) & s47F

Owners: ██████████ s22(1)(a)(ii) & s47F

Address: The Special Air Service Regiment  
Campbell Barracks  
SWANBOURNE WA 6010

Address: C/o SAS Regiment  
Campbell Barracks  
SWANBOURNE WA 6010

Mode of acquisition: Donation

Material received by: ██████████ s22(1)(a)(ii) & s47F

Date: 2011-04-05

The material listed and described in the attached Schedule(s) is transferred by the Owner, and accepted by the Memorial, on the terms and conditions set out below.

### TERMS OF TRANSFER

1. This agreement supersedes any interim receipt issued by the Memorial, its staff, agents or contractors.
2. Attributions, dates and other information shown on the front of this agreement and/or in the attached schedule(s) are as given by the Owner.
3. Ownership details are provided by the Owner to authenticate ownership and provenance and will not ordinarily be disclosed except as required by law.
4. The Owner warrants that he/she/it is the owner of the Material described in this agreement and has the unrestricted right to transfer ownership to the Memorial. The parties agree that upon execution of this agreement, ownership of the Material will pass to the Memorial, which will then have full title to and responsibility for the Material.
5. Where photographic items are being copied by the Memorial and returned to the Owner, the transfer of ownership will only apply to the image and not to the physical object.
6. Ownership and use of the intellectual property in the Material are not affected by this transfer. However, these may be the subject of a separate agreement(s) entered into by the Owner, the Memorial and/or other parties having intellectual property rights in the Material.
7. If the Material has been offered to the Memorial for acquisition by sale or exchange, the Owner agrees, if requested, to furnish the Memorial with a warranty of title in such form as the Memorial may reasonably request prior to payment and/or exchange by the Memorial.
8. If the Material is a gift, the gift is outright and unconditional. Gifts to the Memorial are irrevocable and requests for the return of Material, in which title has been transferred to the Memorial, will not be considered.
9. Upon execution of this Agreement, the Memorial will make every reasonable effort to care for the Material in accordance with best practice guidelines and conventions.
10. ~~The exhibition of any item covered by this agreement is entirely at the Memorial's discretion~~ ██████████ s22(1)(a)(ii) & s47F
11. Items covered by this agreement may in future become surplus to the Memorial's requirements or otherwise unsuitable to the Memorial's collections. Any disposition of items shall be in accordance with the requirements of the *Australian War Memorial Act 1980*.
12. These conditions of contract shall be governed by and in accordance with the laws of the Australian Capital Territory.

## Transfer of Ownership Agreement

### Schedule

Acc Number	Object Type	Title	Description
P10010	Digital file	s22(1)(a)(ii) & s47F	CD of photographs relating to the service of [REDACTED] [REDACTED] These photographs are donated with the following stipulations by the donor on 5 April 2011: 1. These photographs are embargoed from release to the public for five years from the 5 April 2011 (Release from 5 April 2016). 2. These photographs are to be reviewed not before the expiry date in order to determine current Defence Force Operation Security in regard to Afghanistan operations. 3. Under no circumstances are the images to be released by the Australian War Memorial to a third party. 4. Item 10 in the Terms of Transfer on Page 1 is void by the conditions above.

Total number of items: 1

SIGNED, SEALED AND DELIVERED:

AUSTRALIAN WAR MEMORIAL BY

[REDACTED] s22(1)(a)(ii) & s47F  
OWNERS

s22(1)(a)(ii) & s47F

Signature [REDACTED] Date: 2011-04-05

Signature [REDACTED] Date: .....

[REDACTED] s22(1)(a)(ii) & s47F

5.4.11

[REDACTED] s22(1)(a)(ii) & s47F

5-4-11

s22(1)(a)(ii) & s47F

**Important: Please sign both copies of the agreement and return Copy 2 in the Freepost envelope provided. Copy 1 is for your records.**