DEED OF GIFT

EXPLANATION OF DEED OF GIFT

The deed of gift is a formal, legal, agreement that transfers ownership of, and legal rights in, the materials which you as a Donor are conveying to [YOUR INSTITUTION] to be administered in accordance with its established policies. The Deed of Gift constitutes the transfer of title and serves to define the terms of the transfer. The materials become legal property of [YOUR INSTITUTION] upon signing of the deed of gift.

Donation of Gift: The "Description" portion of this section will be completed by a representative of [YOUR INSTITUTION]. The Description of the donation will describe the material being transferred and date received on site.

Appraised Value: [YOUR INSTITUTION] DOES NOT provide monetary appraisal of collections. Please consult a qualified appraiser or your accountant and/or lawyer for advice.

Disposition of Materials: In order to make the most effective use of resources, [YOUR INSTITUTION] reserves the right to determine the disposition of donated material and is authorized to dispose of any Materials that, in its sole discretion, it determines are no longer necessary to the collection.

Terms and Conditions: Although most Donors will have no need to limit access to materials which they are donating, the option of placing reasonable restriction on access to the materials or a portion of the materials is available to a Donor. A representative of [YOUR INSTITUTION] will be happy to discuss the terms of restrictions with a Donor. Any restrictions on access mutually agreed to will be for a specific period of time and will apply to all researchers.

Copyright Interests: Because assignment of copyright is often complex, staff at [YOUR INSTITUTION] are happy to work with the Donor to clarify questions of copyright control. Copyright in writings and original creations contained in a donated collection is controlled by the individuals or organizations that created them unless the copyright has been conveyed legally to the Donor or other party.

If you, as Donor, control the copyright in all or some of the materials being donated, please check the first box in this section of the Deed of Gift and explain the extent of your copyright control.

If you, as Donor, do not control copyright in any of the donated material, please check the second box.

If you have any information about the holder of the copyright, please check the third box and supply as much of the requested information as possible.

Copyright Conveyance: [YOUR INSTITUTION] encourages Donors to transfer any copyright they may control to [YOUR INSTITUTION] whenever possible. Copyright ownership by [YOUR INSTITUTION] facilitates use by scholars. If you wish to do so, please initial the first paragraph in the "Copyright Conveyance" section of the Deed of Gift.

Assignment of copyright may be conditional. For example, a Donor may wish to stipulate "Copyright retained during my lifetime" or something similar in the "Limitations" space provided on the Deed of Gift.

[Insert name of Your Institution, Address and Phone Number]
I, the undersigned Donor, hereby donate and convey to [YOUR INSTITUTION], all rights, title, and interests that I possess in the following materials:

**Description:**

___________________________________________________________________________________________

____________________________________________________________________________________________

____________________________________________________________________________________________

Date material received on site (to be supplied by the institution): _____________________________________

I understand that the location, retention, cataloging, and preservation of the materials or other considerations relating to their use or disposition are at the discretion of [YOUR INSTITUTION] in accordance with its access and use policies and standard archival practice. These donated Materials shall be preserved, organized, and made available for education and research in accordance with the education and research aims of [YOUR INSTITUTION]. At the discretion of [YOUR INSTITUTION], the Materials, in whole or in part, may be reformatted for preservation and/or access purposes, including but not limited to being reformatted to digital formats for use by any digital means in support of education and research. Materials shall be accessible to all persons qualified to use the materials of [YOUR INSTITUTION] subject to the terms and conditions, if any, stated below.

**Terms and Conditions:**

____________________________________________________________________________________________

____________________________________________________________________________________________

____________________________________________________________________________________________

In the event that the Donor may, from time to time, hereafter give, donate, and convey to [YOUR INSTITUTION], additional Materials, title to such Materials shall pass to [YOUR INSTITUTION] upon their delivery, and all the provisions of this instrument of gift shall be applicable to such additional Materials. A description of the additional Materials so donated and delivered shall be prepared and attached hereto and incorporated herein.

**Copyright Interests:**

________ I represent and warrant that I control the copyright in some or all of the donated materials. (Please indicate below the materials for which you control the copyright and the nature of your copyright control, e.g. joint/sole creator, heir, literary executor, etc.)

[Insert name of Your Institution, Address and Phone Number]
I do not control copyright in any of the donated materials

To the best of my knowledge, the copyright is controlled by:

Name: ____________________________________________________

Address: __________________________________________________

Phone/email: _______________________________________________

Copyright Conveyance:

If you wish to transfer, convey, and assign to [YOUR INSTITUTION], any copyright which you control in the above-named materials, subject to limitations, if any, stated below, please initial here: ___________

If you do not wish to transfer copyright, but give permission for [YOUR INSTITUTION] to make copies for users of the materials, please initial here: ___________

Limitations:

_____________________________________________________________________________________
________________________________________________________________________________________

I represent and warrant that I am the sole owner of the materials described above and that I have full right, power, and authority to give the materials to [YOUR INSTITUTION]. I have received an Explanation of all terms and conditions of this Deed of Gift and agree to them as indicated by my signature below.

If applicable, I understand the sections on “Copyright Interests” and “Copyright Conveyance” and acknowledge that the information I have provided is accurate.

Donor’s name and address (PLEASE PRINT):

_____________________________________________________________________________________
_____________________________________________________________________________________

Donor’s signature: _______________________________________________________________________

Phone number: _____________________________ Email address: _______________________________

Date: ___________________________________________________________________________________

[YOUR INSTITUTION] gratefully acknowledges receipt of this gift and agrees to the stipulations outlined above.

[Insert name of Your Institution, Address and Phone Number]
Representative’s printed name and title: __________________________________________________________

Representative’s signature: _____________________________________________________________________

Date: ______________________