

**DEED OF GIFT BETWEEN
[NAME OF INSTITUTION], [LOCATION] AND
[NAME OF RECIPIENT], [LOCATION]**

Subject to terms and conditions hereinafter set forth, **[Institution]** (hereinafter referred to as “**Donor**”) agrees to donate, and **[Receiving Institution]** (hereinafter referred to as the “**Recipient**”) agrees to accept materials described in Exhibit A, belonging to the **Donor**.

(WHAT THE DONOR WILL DO)

- 1) The **Donor** affirms itself as the sole and absolute legal owner(s) with full right and authority to enter the Deed of Gift and grant the rights granted herein for the materials fully described in Exhibit A attached hereto and incorporated herein. All such materials are hereinafter referred to as “Materials.”
- 2) **Donor** hereby irrevocably assigns, transfers, and gives all right, title and interest, including the sole and exclusive copyright in all tangible materials (including without limitation written, audio, video, multi-media material or material in any other tangible form now known or hereafter invented) to the Materials to **Recipient**. To the extent that copyright may be shared with others, the **Donor** hereby assigns to **Recipient** all right, title and interest in the copyrights and waives and releases all such rights, whether partial or complete.
- 3) After execution of this Deed of Gift by **Donor** and acceptance by **Recipient**, title to the Materials shall pass to **Recipient** upon acknowledgement of receipt of the Materials by the Recipient Archives.
- 4) No term or provision of this instrument shall be interpreted to limit or restrict the fair use rights of the **Recipient** or users of the Materials as provided by U.S. Copyright Law, Title 17, U.S.C. (“Fair Use Rights”). Reference: <https://www.copyright.gov/title17/> <https://www.copyright.gov/fair-use/more-info.html>
- 5) Notwithstanding, and in addition the Fair Use Rights, **Donor** grants **Recipient** a nonexclusive, royalty free, perpetual license:
 - a. To make copies of the Materials for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Materials consistent with the Fair Use Rights.
 - b. To display and reproduce the Materials in exhibitions, publications or advertisements.
 - c. To digitize the Materials or use any technological substitute **Recipient** deems appropriate to preserve and provide access to the Materials.
 - d. To provide unrestricted access and use, including Internet or other wireless or digital access to the Materials.
 - e. To use the Materials for educational, research and other non-commercial purposes.
- 6) **Donor** shall indemnify, defend and hold **Recipient** harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the access and use of the Materials but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the acts or omissions of **Donor**.
- 7) **Donor** shall provide **Recipient** with all information and documentation regarding the provenance of the Materials, including any information relating to intellectual property rights.
- 8) **Donor** agrees not to sell, donate, or deposit the Materials, including digital files or copies, at any other institution.

(WHAT THE RECIPIENT WILL DO)

- 9) The Materials will be managed and cared for by **Recipient** according to accepted professional standards. The Materials will be arranged and described according to archival standards and upon processing a finding aid will be prepared to describe the contents of the collection.
- 10) **Recipient** reserves the right to refuse restricted material and non-archival records, artifacts, or other material. **Recipient** agrees not to dispose of any out-of-scope or duplicative material separated from the collection without the express written consent of the **Donor** or its authorized designee.
- 11) The Materials will be available to researchers, after they have been arranged and described for use, at **Recipient** facilities by appointment only and with the assistance of **Recipient** staff. Some materials may be deemed restricted in accordance with state and federal privacy laws.
- 12) **Recipient** agrees to keep a record of use made of the collection and to provide that information upon request by the **Donor**.
- 13) In consideration of the care of the collection by the **Recipient**, the **Donor** agrees to give **Recipient** an amount of [\$_____] annually, payable by _____ of the calendar year. The **Donor** agrees to abide by the normal access and management policies in effect in the **Recipient**.
- 14) In the event that the **Donor** may hereafter donate additional materials to **Recipient**, such gifts shall be set forth in an Addendum to this Deed of Gift and will be governed by the terms and conditions stated above. The Addendum shall include a description of the additional materials so donated and any conditions necessary and pertinent to those specific, newly-donated materials and shall be signed by the **Donor** and **Recipient**.

Signed: _____ Date: _____
 Appropriate Signatory, [Institution]

Signed: _____ Date: _____
 Head of Depository/Authorized Agent, [Recipient]