

## GIFT AGREEMENT

- 1) Gift. \_\_\_\_\_ (“Donor”) hereby donates to the \_\_\_\_\_ (“Institution”) a collection consisting of \_\_\_\_\_ (“Collection”). The Collection is more particularly described on the attached inventory, **Attachment** \_\_\_\_, which is incorporated herein by reference. [OR: The accession record to be prepared by the Institution will serve as evidence of the materials in the Collection.] Any additional materials that the Donor gives to the Institution will be governed by the terms of this agreement unless the Donor and the Institution agree upon different terms in a writing made in advance of such additional gift.
  
- 2) Copyright.
  - a) The Donor hereby dedicates to the public domain such intellectual property as the Donor may own in the Collection. OR
  - b) The Donor hereby transfers and assigns to the Institution such intellectual property as the Donor may own in the Collection. OR
  - c) [The Donor hereby dedicates to the public domain such intellectual property as the Donor may own in the Collection] OR [The Donor hereby transfers and assigns to the Institution such intellectual property as the Donor may own in the Collection], subject to the following exceptions:  
\_\_\_\_\_  
OR
  - d) The Donor reserves all rights in such intellectual property as the Donor may own in the Collection, subject to the uses identified in **Attachment** \_\_ hereto, which is incorporated herein by reference.
  
- 3) Warranties. The Donor warrants that, to the best of the Donor’s knowledge, the Donor owns the physical property in the Collection, free and clear of any liens, and the Donor has the full right, power and authority to transfer the Collection to the Institution.
  
- 4) Name of the Collection. The Collection is to be known as \_\_\_\_\_.
  
- 5) Use by the Donor. The following conditions govern use of the Collection by the

Donor for so long as the Collection is held by the Institution:

- a) The Donor may access the Collection during the Institution's normal business hours, consistent with Institution practices and procedures governing access by the general public.
- b) The Donor may, subject to the Donor securing any third party permissions that may be necessary, obtain reproductions of materials in the Collection from the Institution's laboratories at the Institution's prevailing rates, or from laboratories mutually approved by the Institution and the Donor.
- c) In the event that the Donor wishes to borrow materials from the Collection [for the purpose of \_\_\_\_\_], the parties will enter into an agreement of loan specifying such details as the materials to be borrowed; the term of the loan; shipping; whether materials may be copied, and if so, by which mutually approved laboratories; and the care to be taken of the borrowed materials. The Donor shall pay all shipping, insurance, and handling costs for borrowed materials, shall assume full responsibility for such materials, and shall reimburse the Institution, either in cash, or, at the Institution's election, in kind, for loss or damage to such materials. In the event of loss or damage to materials, the Donor and the Institution shall attempt to agree upon the replacement or repair value of the materials; if the parties cannot agree, however, the Institution's valuation will control. If the Donor wishes to borrow original materials from the Collection for which the Institution does not have a preservation copy, the Institution may require that the Donor pay for such a copy for inclusion in the Institution's collections.
- 6) Disposal. Should the Institution determine that any part of the Collection is inappropriate for retention but may be of interest to the Donor or another institution, the Institution will provide the Donor with sixty days' prior written notice to elect return of the materials to the Donor or to another institution selected by the Donor. The Institution shall provide such notice both by e-mail and by a method evidencing receipt (such as facsimile or certified mail, return receipt requested), to the Donor as follows:\_\_\_\_\_. The Donor shall promptly notify the Institution of any changes to the Donor's contact information. Notice is effective when given. If the Institution does not receive a response from the Donor within sixty days of providing notice to the Donor using the Donor's most recent contact information as provided by the Donor, the Institution may proceed at its discretion.

7) Choice of Law and Jurisdiction. This agreement is to be governed by, and construed in accordance with, the law of \_\_\_\_\_. Any action in regard to the agreement or arising out of its terms and conditions is to be instituted and litigated in the courts for \_\_\_\_\_.

In witness whereof, the authorized representatives of the parties have signed this agreement effective as of the last date of signature:

**Donor**

**For the Institution**

By: \_\_\_\_\_

By: \_\_\_\_\_

NAME

TITLE

\_\_\_\_\_

Date

\_\_\_\_\_

Date