

Model Deed of Gift*

DEED OF GIFT

1. Transfer of Ownership

I (we), [insert donor's name here] [and spouse, if any here], of [insert address here] hereby irrevocably donate and convey to [NAME OF LIBRARY OR UNIVERSITY (the "Library" or "University," as appropriate)], for the benefit of the University Libraries, all rights, title, and interest that I (we) possess in the materials described on Exhibit A to this Deed of Gift (the "Donated Materials"), except as noted in this Deed of Gift.

By signing this Deed, I (we) understand and agree that the location, retention, cataloging, preservation, and disposition of the Donated Materials by the University will be conducted in its discretion, in accordance with University policy and with applicable law. Common discretionary uses by the University include, but are not limited to, exhibition, display, digitization for preservation and access purposes, and making works available for research and scholarship. I (we) acknowledge that the Library may dispose of any Donated Materials not selected for permanent retention. Retained Donated Materials shall be made accessible for research, subject to the terms and conditions, if any, stated below:

2. Copyright

A. Current copyright ownership and control

To the best of my knowledge, (please select *only one* of the following statements):

- ☐ I control **all** copyrights in the Donated Materials (i.e., all works were created by me, or I acquired the copyrights in all Donated Materials.)
- ☐ I control **some** of the copyrights in the Donated Materials (i.e., some of the Donated Materials were created by me, or I acquired the copyrights in some of the Donated Materials, but the Donated Materials also contain works for which other individuals or organizations control the copyrights.)
- ☐ I control **none** of the copyright(s) in the Donated Materials.

Further information about the control of copyrights in the Donated Materials is found in the attached documentation.

* This model deed of gift is made available by the Association of Research Libraries with the understanding that ARL is not rendering legal advice. Please consult an appropriate professional for legal services. If you are using this document in connection with a contract or other actual transaction, please treat it as if copyright had been waived per Creative Commons Zero (CC0). If you are using this document or a variation of it as a model or template, please treat it as licensed under the Creative Commons Attribution (CC-BY) 3.0 Unported License. ARL suggests the following attribution: *Courtesy of the Association of Research Libraries, and adapted from a form developed at the University of Minnesota Libraries.*

B. Transfer of copyright ownership:

Please select *only one* of the following options.

- ☐ I irrevocably assign to the University any and all copyrights I control in the Donated Materials.
- ☐ I retain full ownership of any and all copyrights I currently control in the Donated Materials, but I grant the University a nonexclusive right to authorize all uses of these materials for non-commercial research, scholarly, or other educational purposes pursuant to a Creative Commons Attribution, Non-commercial license.
- ☐ I do not transfer or intend to transfer copyright ownership to the University.

Regardless of my above choice as to transfer of copyright ownership, I acknowledge that some of the discretionary uses incidental to the Donated Materials' inclusion in the collections of the University (including, but not limited to, exhibition, display, and research access) may implicate copyrights. To the extent that such activities are not already permitted under statutory copyright exceptions such as fair use, I grant the University an irrevocable non-exclusive royalty-free worldwide perpetual license for all reasonable discretionary uses.

SIGNATURE OF DONOR:

I (we) represent and warrant that I am (we are) the sole owner(s) of the materials described above; that I (we) have full right, power, and authority to give the materials to the University; and that the information I (we) have provided is accurate. The terms of this Deed of Gift shall apply to all of the Donated Materials described on Exhibit A and on any subsequently delivered Exhibit notwithstanding that some materials may be delivered before or after the date of this Deed of Gift.

Signed:(DONOR) _____

this [insert day here] day of [insert month here], 20[complete year here].

Signed:(DONOR) _____

this [insert day here] day of [insert month here], 20[complete year here].

ACCEPTANCE BY UNIVERSITY:

[NAME] Libraries hereby accepts this gift on behalf of the [University] with appreciation and agrees to the conditions stated in this Deed of Gift.

Date: _____

Name: _____

Title: _____

EXHIBIT A TO DEED OF GIFT

Description of Donated Materials