

## Model Deed of Gift, including Mixed IP Rights\*

### DEED OF GIFT

I (we), [insert donor's name here] [and spouse, if any here] of [insert address here] (hereafter referred to as "DONOR") am (are) 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 gift materials fully described in Exhibit A attached hereto and incorporated herein.

The gift materials include: (a) items for which the DONOR owns the copyrights and transfers the copyrights with the physical property (referred to hereafter as "Materials Transferred With Copyrights"), (b) items for which the DONOR owns the copyrights but is not transferring the copyrights with the physical property (referred to hereafter as "Materials Transferred Without Copyrights"), (c) items for which the DONOR does not own the copyrights and hence is only transferring the physical property (referred to hereafter as "Materials with 3<sup>rd</sup> Party Copyrights"), and (d) materials that are in the public domain (referred to hereafter as "Public Domain Materials"). All gift materials are referred to collectively as the "Materials."

1. DONOR desires to transfer the Materials as a gift for inclusion and unrestricted access and use in the collection of the [insert name of repository here] ("THE LIBRARY").
2. For Materials Transferred With Copyrights, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) 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 Transferred With Copyrights to THE LIBRARY. To the extent that copyright may be shared with others, DONOR hereby assigns to THE LIBRARY all his (her, their) right, title and interest in the copyrights and waives and releases all such rights, whether partial or complete.
3. For all Materials Transferred Without Copyrights, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest exclusive of any copyrights he (she, they) may have in the Materials Transferred Without Copyrights to THE LIBRARY.
4. For all Materials with 3<sup>rd</sup> Party Copyrights, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest in the tangible materials to THE LIBRARY.
5. For all Public Domain Materials, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest to the Public Domain Materials to THE LIBRARY. The parties believe in good faith, and understand, that all Public Domain Materials are in the public domain and, thus, are not in anyway restricted in their use, reproduction, or publication.
6. After execution of this Deed of Gift by DONOR and acceptance by THE LIBRARY, title to the Materials shall pass to THE LIBRARY upon acknowledgement of receipt of the Materials by THE LIBRARY.

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7. No term or provision of this instrument shall be interpreted to limit or restrict the fair use rights of THE LIBRARY or users of the Materials as provided by U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights).
8. To the extent that copyright may be shared with or owned by others and notwithstanding the Fair Use Rights and rights related to the Public Domain Materials, DONOR grants THE LIBRARY a non-exclusive, 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, catalogs, University publications or advertisements both on and off campus.
  - c) To digitize the Materials or use any technological substitute THE LIBRARY deems appropriate to preserve and provide access to the Materials.
  - d) To use the Materials for The LIBRARY's educational, research, and other non-commercial purposes. Such uses could include, but are not limited to, the reproduction, display, performance, and preparation of derivatives of the Materials.
  - e) To provide the public access to, including Internet or other wireless or digital access, and unrestricted use of Public Domain Materials.
  - f) For Materials Transferred With Copyright, to make full-text or full version of the materials available to the public pursuant to a Creative Commons license of THE LIBRARY's choosing. This means that at a minimum, the copyrighted work, if copied and distributed, must credit the author, but not in any way that suggests that the author endorses the use of the work.
  - g) For Materials Transferred Without Copyright, to make full-text or full version of the Materials available to the public pursuant to a Creative Commons Attribution, Non-commercial license. This means that the Work may be copied and distributed for any non-commercial purpose, provided that the author is given credit for the original work (but not in any way that suggests that the author endorses the use of the work). See <http://creativecommons.org/licenses/by-nc/3.0/>. Commercial uses that exceed what is permitted under Fair Use will require the permission of the DONOR.
  - h) For Materials with 3rd Party Copyrights, to make the material available to the public to the extent allowed by copyright law.
9. DONOR shall indemnify, defend and hold THE LIBRARY 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.
10. DONOR shall provide THE LIBRARY with all information and documentation regarding the provenance of the Materials, including any information relating to intellectual property rights.
11. The Materials will be organized by the THE LIBRARY and a bibliographic record and/or finding aid will be created to describe the content and arrangement.
12. The Materials will be physically stabilized and preserved by THE LIBRARY including, as appropri-

ate, placing the Materials in non-damaging containers and storing in facilities that provide appropriate temperature and humidity control and security.

13. THE LIBRARY is authorized to dispose of any duplicate or other material not relevant to the collection which it determines to have no permanent value or historical interest.
14. In the event that DONOR may hereafter donate additional materials to THE LIBRARY, 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 THE LIBRARY.

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].

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**FOR DEPARTMENTAL USE ONLY**

Accepted for THE LIBRARY:

Date: \_\_\_\_\_

Title: \_\_\_\_\_