

DEPOSIT AND PLEDGE AGREEMENT

- 1) Deposit. _____ (“Depositor”) hereby deposits with _____ (“Institution”) a collection consisting of _____ (“Collection”). The Collection is more particularly described in the attached inventory, **Attachment** ____, which is incorporated herein by reference. [OR: The Collection will be more particularly described in an inventory to be prepared by the Institution and initialed by the Depositor.] Any additional materials that the Depositor deposits with the Institution will be governed by the terms of this agreement unless the Depositor and the Institution agree upon different terms in a writing made in advance of such additional deposit. This agreement supersedes any prior deposit agreement(s) between the parties in regard to the Collection.
- 2) Term of Deposit. The Collection will remain on deposit in the Institution for a term of not less than ten years beginning on the effective date of this agreement (“Term”). Any future gift of all or any part of the Collection to the Institution will terminate the deposit of the Collection or part thereof. If, after a period of twenty years after the effective date of this agreement, this deposit agreement has not been extended, or title to the Collection has not been transferred to the Institution, the Institution may seek and secure title to the Collection, provided that the Institution first makes reasonable efforts to contact the Depositor regarding the disposition of the deposit.
- 3) Pledge: Transfer of Title to Institution. The Depositor hereby pledges to transfer title in the Collection to the Institution during or at the end of the Term. The Depositor covenants that, upon the Depositor’s death, title to any part of the Collection then remaining on deposit will pass to the Institution by provisions taking effect at the Depositor’s death (whether by the Depositor’s will or otherwise), and that, to the extent that this pledge is not fulfilled by provisions taking effect at the Depositor’s death, the pledge shall be fulfilled by the Depositor’s estate, as an enforceable obligation thereof. The Depositor recognizes and acknowledges that the Institution will make expenditures, enter into contracts, perform labor, and/or engage in other activities in reliance on and as consideration for the foregoing pledge and the fulfillment thereof. This pledge is enforceable against the Depositor and the Depositor’s heirs, administrators, assigns, and estate.
- 4) Copyright/License. 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.

- a. Disposition of Copyright Upon Transfer of Title. Upon transfer of title in the Collection to the Institution, the following disposition of copyright and related rights will apply: _____.
- 5) Warranties. The Depositor warrants that, to the best of the Depositor's knowledge, the Depositor owns the physical property in the Collection, free and clear of any liens, and the Depositor has the full right, power and authority to deposit the Collection with the Institution and later to convey title in the Collection to the Institution.
- 6) Care of Collection. The Depositor authorizes the Institution to place the deposited material in appropriate archival containers whenever necessary and to extend to the Collection the same protective care as is exercised on similar material owned by the Institution. The Depositor acknowledges that the Institution has no obligation to process the deposited materials. In case of emergency, the Institution is authorized to transport the Collection to such place of safekeeping as the Institution may have chosen for its own valuable collections. **The Depositor hereby releases and discharges the Institution from and against any and all loss or damage to the Collection other than that caused by the negligence or malfeasance of the Institution's employees, if actionable under applicable law. The Institution will have no further responsibility for the Collection, and the Depositor hereby releases and discharges the Institution from and against any and all further or future liability in connection with the Collection, after withdrawal of the Collection from the Institution.**
- 7) Administration and Use of Collection. The Institution may administer the Collection and may use the Collection in the Institution's services subject to the usual and special regulations and procedures applied by the Institution to such valuable material. During the deposit period, the Institution and the Depositor will clearly cite the Collection in catalogs, exhibitions, teaching materials, and the like, as being on deposit.
- 8) Reproduction and Exhibition by the Institution. While the Collection is on deposit, the Institution may make one reproduction of each item in the Collection (or such additional number of reproductions as may be necessary to render and retain a digital image of the items). Said reproduction(s) will be the property of the Institution. After title to the Collection has been transferred to the Institution, the Institution may reproduce items in the Collection to the full extent permitted by applicable law. At all times, the Institution may exhibit any or all the materials in the Collection on- and off-site and may display any or all the materials in the Collection on the Institution's website or in any other electronic form or successor technology, subject only to securing any third party permissions that may be necessary.

- 9) Withdrawal. If the Depositor withdraws the Collection prior to transferring title to the Institution, the Depositor shall do the following:
- a. Provide the Institution at least six months' written notice prior to withdrawal;
 - b. Promptly reimburse the Institution for all packing, shipping, and other costs associated with the return of the Collection, and for all costs incurred by the Institution to process, organize, store, preserve, and otherwise handle and treat the Collection; and
 - c. Pay to reproduce each item in the Collection, according to the Institution's specifications, prior to withdrawal, such reproductions to become the property of the Institution for use as specified in Section 8, above.
- 10) Contact Information. The Depositor shall promptly notify the Institution of any change to the Depositor's contact information.
- 11) 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 _____.
- 12) Survival of Contract Clauses. The following clauses will survive expiration or termination of this agreement: Sections 3-5, 8-9, and 11-12.

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

Depositor

For Institution

NAME
TITLE

Date

Date