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## DEED OF GIFT

In accordance with and subject to the terms and conditions hereinafter set forth, **[Donor Name, Address]** (“Donor”) does hereby give, transfer, and deliver to Emory University (“Emory”) all right, title, and interest in and to these certain personal papers, records, and other materials (“Materials”) as described in Exhibit A so that Emory may preserve and make the Materials available for study, research, and use.

**Terms of Transfer**

1. Donor does hereby give, transfer, and deliver to Emory all right, title, and interest in and to the Materials.
2. Donor agrees not to sell, donate, or deposit at any other institution the Materials hereby transferred to Emory, including digital files and copies.
3. Emory reserves the right to inspect the Materials upon receipt for physical condition and completeness and prior to acknowledgement of gift. All expenses related to packing, shipping, insurance and other expenses related to the transportation of the materials to Emory shall be the sole responsibility of Emory. The risk of damage or loss to the materials will pass to Emory upon packing and shipping of the materials.
4. **Option 1: Donor retains copyright and grants Emory a license**: Donor retains any copyrights, rights of publicity or privacy, or other intellectual property rights that Donor may own or otherwise hold or control in the Materials (“Donor’s IP Rights”). With respect to Materials to which Donor’s IP Rights apply, Donor grants to Emory a non-exclusive, royalty-free (no cost to Emory), world-wide and perpetual license to copy, distribute, modify for display and display such Materials in print, digital, and online formats, now known or later developed, to the extent necessary to preserve and steward the Materials, to publicize and promote use of the Materials, and to make the Materials available for study, research, and exhibition. The foregoing license shall include the right to digitize Materials originally received in non-digital formats, as reasonably necessary for Emory to exercise the other rights granted in this Agreement. Donor or Donor’s representatives shall respond to Emory’s reasonable requests for information and shall otherwise assist Emory in identifying the Materials to which Donor’s IP Rights apply. Emory may receive compensation in the exercise of the foregoing rights in connection with exhibits and other scholarly and research use consisting of primarilyEmory materials. Any fees charged will inure solely to the benefit of Emory. This license will not limit any future uses of the Materials by Donor or others authorized by Donor. The rights in this Paragraph are in addition to and not in lieu of any rights or privileges under the Copyright Act, including fair use as currently codified at 17 U.S.C. sec. 107 and reproduction by libraries and archives as currently codified at 17 U.S.C. sec. 108.

**Option 2: Eventual transfer of all copyrights owned by donor:** Donor shall retain all copyright, privacy, publicity, or other intellectual property rights that Donor may own or control in the Materials (“Donor’s IP Rights”) until [**Specified date or occurrence of event**]. Effective as of [DATE] [or upon the occurrence of EVENT], Donor hereby assigns, transfers, and otherwise conveys all of Donor’s IP Rights to Emory. Such assignment shall occur automatically and without the need for execution by Donor of any further agreements or other documents, provided, however, that (i) Donor or Donor’s representatives shall execute such further documents as are reasonably requested by Emory for the purpose of effectuating, verifying, or documenting the foregoing transfer and assignment; and (ii) Emory may but is not obligate to send a confirmatory notice to Donor’s last known address [when DATE is reached] [or upon the occurrence of EVENT]. Donor shall not enter into any agreement that would prevent Donor from conveying Donor’s IP Rights as required by this paragraph. Before [DATE or EVENT] Donor shall ensure that any agreement that conveys any license or other permission to exercise Donor’s Rights may be transferred and assigned to Emory, and Donor shall inform the licensee or other grantee of any such rights of Donor’s obligations to assign Donor’s IP Rights [when DATE is reached] [or upon the occurrence of EVENT]. Donor or Donor’s representatives shall respond to Emory’s reasonable requests for information and shall otherwise assist Emory in identifying the Materials to which Donor’s IP Rights apply. With respect to Materials to which Donor’s IP Rights apply, Donor grants Emory a non-exclusive, royalty-free (no cost to Emory), world-wide and perpetual license to copy, distribute, modify for display and display the Materials in print, digital, and online formats, now known or later developed, to the extent necessary to preserve and steward the Materials, to publicize and promote use of the Materials, and to make the Materials available for study, research, and exhibition. The foregoing license shall include the right to digitize Materials originally received in non-digital formats, as reasonably necessary for Emory to exercise the other rights granted in this Agreement. Emory may receive compensation in the exercise of the foregoing rights in connection with exhibits and other scholarly and research use consisting of primarilyEmory materials. Any fees charged will inure solely to the benefit of Emory. This license will not limit any future uses of the Materials by Donor or others authorized by Donor. The rights in this Paragraph are in addition to and not in lieu of any rights or privileges under the Copyright Act, including fair use as currently codified at 17 U.S.C. sec. 107 and reproduction by libraries and archives as currently codified at 17 U.S.C. sec. 108.

**Option 3: Immediate transfer of all copyrights owned by seller:** Donor hereby assigns, transfers, and otherwise conveys all copyright, privacy, publicity, or other intellectual property rights that Donor may own or control in the Materials to Emory. Donor or Donor’s representatives shall execute such further documents as are reasonably requested by Emory for the purpose of effectuating, verifying, or documenting the foregoing transfer and assignment. Donor or Donor’s representatives shall respond to Emory’s reasonable requests for information and shall otherwise assist Emory in identifying the Materials in which Donor owns or controls copyright, privacy, publicity, or other intellectual property rights.

**Terms of Access and Use**

1. Upon receipt, Emory will make the Materials available for public use without restriction in accordance with Library policies and procedures as amended from time to time. Donor may place specific, reasonable, equitable, and time-bound restrictions on the Materials; details about restrictions from Donor, including materials to be restricted and termination date for restrictions, must be specified in Exhibit B below.
2. Emory will provide the Donor or their designee with reasonable access to the Materials in accordance with Library policies and procedures as amended from time to time.

**Rights and Responsibilities**

1. Emory will provide a suitable depository for the Materials in print and digital formats and will house and maintain the same in good order according to Library policies and procedures as amended from time to time to ensure both preservation and accessibility to researchers. Emory, however, shall have no liability for damage to or destruction of the materials by fire, water, or other casualty after Emory has assumed the risk of damage or loss to the Materials as defined below.
2. Emory reserves the right to de-accession or otherwise dispose of any Materials which are determined to have no permanent value or historical interest, to be surplus to the needs of the Emory University Libraries, which are duplicated elsewhere in the collection or Libraries, or which the Libraries cannot adequately house. The Donor shall state whether these materials are to be returned to them in Exhibit C below. If no provision is made, Emory will use its discretion in the final disposition of unwanted materials.
3. Emory reserves the right to store acquired digital content and digitized copies of Materials in their entirety for preservation purposes. Emory reserves the right to recover deleted files from digital media included in the Materials for preservation and scholarly purposes, with the understanding that any restrictions on access requested by the Donor will apply to recovered information.
4. Emory will refer all requests for permission to publish items in the Materials for which Donor holds or controls copyright to the Donor or their designee identified below; provided, however, that Emory shall only be obligated to refer explicit requests for permission and shall have no obligation to determine whether any third party’s activities require permission.
5. CONTACT INFORMATION FOR COPYRIGHT OWNER OR DESIGNATED REPRESENTATIVE:

[**Name, address, phone, email]**

1. The Donor or their designee shall use all reasonable efforts to respond to requests from researchers and other persons for permission to publish items in the Materials for which Donor holds or controls copyright

**Representations and Warranties**

1. Donor has full power and authority to enter into this Agreement, to transfer to Emory good title to the Materials, and to grant the rights it grants.

*Physical property*: Donor represents and warrants that Donor is the sole and absolute owner of the tangible property comprising the Materials and that, but for the copyright not to be transferred hereby, Donor’s title to the Materials is free and clear of all liens and claims and is unencumbered.

*Intellectual Property*: Donor represents and warrants that: (a) Donor has full right and authority to authorize any uses of the Materials for which Donor holds or controls copyright and that said uses are not inconsistent with any license or other contractual commitment; (b) to the best of Donor’s knowledge, the contents and authorized uses of the Materials for which Donor holds or controls copyright do not infringe or otherwise violate the rights of any third parties, including copyright, defamation, and invasion of privacy; and (c) to the best of Donor’s knowledge, the contents and authorized uses of the Materials for which Donor does not hold or control copyright do not infringe the copyright of any third party.

1. [Donor agrees to indemnify Emory and its employees and agents from and against any claims, allegations of wrongdoing, damages, or expenses, including reasonable attorneys’ fees, arising out of any breach of Donor’s representations and warranties.]
2. The Agreement is the sole agreement between the parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by both parties. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assignees.
3. All future additions to the Materials are subject to this Agreement, unless otherwise indicated, and each gift will be described in an addendum.
4. **DESCRIPTION OF MATERIALS**:
5. IF APPLICABLE, RELATIONSHIP OF DONOR TO CREATOR OF PAPERS:
6. **RESTRICTIONS OR OTHER CONDITIONS OF GIFT:**
7. **DISPOSITION OF SURPLUS MATERIALS:**

In WITNESS WHEREOF, I have signed this Deed on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ , 20 .

DONOR

[NAME]

[ADDRESS]

[PHONE, EMAIL]

Accepted and received this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ , 20 .

EMORY UNIVERSITY

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

Jennifer Meehan, Interim Director

Stuart A. Rose Manuscript, Archives, & Rare Book Library