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## DEED OF SALE

In accordance with and subject to the terms and conditions hereinafter set forth, [**Seller Name, Address**] (“Seller”) does hereby sell, transfer, and deliver to Emory University (“Emory”) all right, title, and interest in and to 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. Emory hereby agrees to purchase the Materials for a confidential price of **\_[$0]\_\_\_\_\_\_\_** to be paid in the following installments:

$0 within eight weeks of execution of the Deed and related paperwork and receipt of the material,

**[$0]** by **[Date]**

Emory shall not be responsible for any taxes related to this Deed of Sale.

1. Seller agrees not to sell, donate, or deposit at any other institution the Materials hereby transferred to Emory, including digital files and copies.
2. Emory reserves the right to inspect the Materials for physical condition and completeness upon their receipt and prior to fulfillment of the payment terms of this Deed of Sale. Seller will disclose any damage or deterioration of the Materials that affects the value of the Materials. 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 the shipping of the Materials.
3. **Option 1: Seller retains copyright and grants Emory a license**: Seller retains any copyrights, rights of publicity or privacy, or other intellectual property rights that Seller may own or otherwise hold or control in the Materials (“Seller’s IP Rights”). With respect to Materials to which Seller’s IP Rights apply, Seller 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. Seller or Seller’s representatives shall respond to Emory’s reasonable requests for information and shall otherwise assist Emory in identifying the Materials to which Seller’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 Seller or others authorized by Seller. 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 seller:** Seller shall retain all copyright, privacy, publicity, or other intellectual property rights that Seller may own or control in the Materials (“Seller’s IP Rights”) until [**Specified date or occurrence of event**]. Effective as of [DATE] [or upon the occurrence of EVENT], Seller hereby assigns, transfers, and otherwise conveys all of Seller’s IP Rights to Emory. Such assignment shall occur automatically and without the need for execution by Seller of any further agreements or other documents, provided, however, that (i) Seller or Seller’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 Seller’s last known address [when DATE is reached] [or upon the occurrence of EVENT]. Seller shall not enter into any agreement that would prevent Seller from conveying Seller’s IP Rights as required by this paragraph. Before [DATE or EVENT] Seller shall ensure that any agreement that conveys any license or other permission to exercise Seller’s Rights may be transferred and assigned to Emory, and Seller shall inform the licensee or other grantee of any such rights of Seller’s obligations to assign Seller’s IP Rights [when DATE is reached] [or upon the occurrence of EVENT]. Seller or Seller’s representatives shall respond to Emory’s reasonable requests for information and shall otherwise assist Emory in identifying the Materials to which Seller’s Rights apply. With respect to Materials to which Seller’s Rights apply, Seller 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 and digital 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 Seller or others authorized by Seller. 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:** Seller hereby assigns, transfers, and otherwise conveys all copyright, privacy, publicity, or other intellectual property rights that Seller may own or control in the Materials to Emory. Seller or Seller’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. Seller or Seller’s representatives shall respond to Emory’s reasonable requests for information and shall otherwise assist Emory in identifying the Materials in which Seller 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. Seller may place specific, reasonable, equitable, and time-bound restrictions on the Materials; details about restrictions from Seller, including materials to be restricted and termination date for restrictions, must be specified in Exhibit B below.
2. Emory will provide the Seller 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 the Libraries, or which the Libraries cannot adequately house. The Seller may request that these materials 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 Seller will apply to recovered information.
4. Emory will refer all requests for permission to publish items in the Materials for which Seller holds or controls copyright to the Seller 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.
   1. CONTACT INFORMATION FOR COPYRIGHT OWNER OR DESIGNATED REPRESENTATIVE:

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

1. The Seller 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 Seller holds or controls copyright
2. If Seller considers selling any additional or future Materials, the Seller agrees that Emory will have the exclusive right to negotiate with Seller concerning such acquisition for six months, subject to the following terms and conditions: (a) the six-month period will begin to run when Seller notifies Emory, in writing, of interest in selling additional Materials and provides a preliminary summary description of the items Seller is interested in selling; (b) if Seller has received offers or valuations for any such additional Materials, such offers or valuations will be shared with Emory in confidence; and (c) if Emory and Seller do not arrive at mutually agreeable terms within 6 months, Seller will be free to negotiate with other parties. The exclusive negotiation period shall be automatically extended for any period during which Emory, Seller, or the parties jointly are seeking a valuation of any Materials being considered for acquisition.

**Representations and Warranties**

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

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

1. Seller agrees to indemnify Emory and its employees and agents from and against any claims, allegations of wrongdoing, damages, or expenses, including reasonable attorneys’ fees not to exceed amount paid for Materials, arising out of any breach of Seller’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.

**A. DESCRIPTION OF MATERIALS:**

1. IF APPLICABLE, RELATIONSHIP OF SELLER TO CREATOR OF MATERIALS:

**B. RESTRICTIONS OR OTHER CONDITIONS OF SALE:**

**C. DISPOSITION OF SURPLUS MATERIALS**

In WITNESS WHEREOF, Seller has signed this Deed on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ , 20\_\_.

SELLER

[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