

DEED OF GIFT

I (We), **DONOR NAME**, residing at **STREET, CITY, STATE NAME** and **DONOR NAME**, residing at **STREET, CITY, STATE NAME**, (the “Donors”), individually and collectively, hereby absolutely, irrevocably and unconditionally give, transfer, and assign, without restriction or limitation, to the Phillips Library of the Peabody Essex Museum, Inc., its successors and assigns (“PEM”), all their rights, title and interests in, to and associated with the following works listed below, including, without limitation, any and all copyright interest or interests that they may own (individually a “Work” and collectively the “Works”).

The Donors understand that it is the Phillips Library’s mission to make the materials they donate in all formats as widely available as possible, including providing access to the materials through ubiquitous web-based search engines. Therefore, it is the Donors’ responsibility to identify materials or issues in the materials that they are donating that raise privacy or confidentiality concerns for either themselves or third-parties, according to state or federal laws.

The Donors warrant and guarantee to PEM that, to the best of their knowledge, the Donors: (a) individually or as a group, have good or complete right, title, and interest to each Work; (b) individually or as a group, have full authority to give, transfer, and assign each Work; and (c) each Work is free and clear of all claims, liens, encumbrances and restrictions. The Donors represent and warrant to PEM that the Work does not violate or infringe the right of privacy for either themselves or third-party privacy; and that the collection contains nothing defamatory or otherwise contrary to federal or state confidentiality or privacy laws. To the best of the Donors’ knowledge, the Works have not been imported or exported into or from any country contrary to applicable law. The Donors, individually and as a group, agree to protect, defend, indemnify and hold PEM harmless against any claim, demand or damages related to or arising from the Works.

This Deed of Gift is an agreement that shall be governed by and construed, enforced, and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles.

Each of the Works that is subject to this Deed of Gift is described below:

The Donors agree to provide PEM all documentation and information they have relating to the Works, including, but not limited to, provenance, exhibition history, valuation, and maintenance and restoration records.

PEM hereby confirms that the above gift was accepted, pursuant to the terms listed herein, on _____. PEM retains the right to withdraw and dispose of duplicate, out-of-scope, format-obsolete, unwanted, or damaged donations at the time of the gift, or at any point in future, as the collection is reviewed and assessed.

The Donors agree that the following credit line shall be recorded in the records of PEM:

CREDIT LINE: Please indicate how you wish your gift to be recorded in our records.

Gift of the author/publisher Anonymous gift

Gift of _____

in memory of or in honor of _____

This Deed of Gift may be executed in any number of counterparts, each of which shall be deemed to be an original hereof, but all of which together shall constitute the same instrument.

In witness whereof, we, the Donors, intending to be legally bound hereby, have executed this Deed of Gift:

Signature of Donor

Printed Name

Date

Address

Telephone

Email

Gift acknowledged by the Peabody Essex Museum, Inc.

 Director of the Phillips Library

Date

East India Square | Salem, MA 01970 | Tel: 978-745-9500 | Fax: 978-744-6776 | www.pem.org

SAA Museum Archives Section Working Group Example