

TEMPLATE

DEED OF GIFT (PAPERS AND OTHER MATERIALS) (Donor Name)

1. I, (Name)(hereinafter referred to as the “Donor”), have collected professional records (in hard copy and digital and/or electronic format), including, but not limited to correspondence, notebooks, photographs, newspaper clippings, audiovisual, and other materials documenting the career or personal life of donor, of which I currently desire to donate as hereinafter set forth and some of which I may hereafter designate to be donated (hereinafter collectively referred to as the “Materials”).
2. Donor _____ hereby gives, donates, and conveys to the University of Arkansas Libraries, an agency of the University of Arkansas, Fayetteville (hereinafter collectively referred to as the “Donee”). Title to the Materials shall pass to the Donee upon the execution of this Deed of Gift; provided, however, that Donor shall retain copyright to the Materials as set forth in this Deed of Gift.)

(or if donor wishes to relinquish copyright)

- 2a .Donor _____ does hereby assign and transfer to the University of Arkansas, its successors and assigns, the entire right, title and interest in and to the copyright in the Materials and any registrations and Copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all cause of action, either in law or in equity for past, present, or infringement based on the copyrights, and in and to all rights corresponding to forgoing throughout the world.)
3. This Deed of Gift supersedes and replaces any and all previously signed versions of this agreement related to the Materials between the Donor and the Donee.
4. The collection shall be known and referred to as the “_____.”
5. Notwithstanding the transfer of title from the Donor to the Donee, Donor shall maintain and exercise all rights of ownership and control of the copyright rights in the Materials throughout (his/her) entire life to the extent that Donor possesses such right. Upon the death of the Donor,
all right,

title, and interest in the copyright rights that Donor possesses in the Materials shall pass to the Donee.

(or if donor wishes to relinquish copyright)

- 5a. Donor _____ does hereby assign and transfer to the University of Arkansas, its successors and assigns, the entire right, title and interest in and to the copyright in the Materials and any registrations and Copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all cause of action, either in law or in equity for past, present, or infringement based on the copyrights, and in and to all rights corresponding to forgoing throughout the world.)
6. In consideration for the Donee's efforts to preserve, catalog and make the Materials available for scholarly research, Donor hereby grants to the Donee an irrevocable and perpetual, royalty-free, and world-wide nonexclusive license to copy, distribute, display, adapt, and otherwise use, and hereby authorizes the use of, the Materials for non-commercial research and non-commercial educational purposes effective immediately upon the execution of this Deed of Gift.
7. The Materials shall not be used for commercial purposes without the prior written approval of the Donor or the Donor's designated representative and Donee.
8. Individuals desiring to publish any portion of the Materials will be required to complete the "Intent to Publish" form, which is attached hereto as Exhibit A and incorporated herein by reference, and obtain written prior permission and copyright clearance from the Donor or the Donor's designated representative.
9. Following delivery, the Materials shall be organized, maintained and administered by the Donee through Donee's Special Collections Department or its successor. The Donor and the Donor's designated agent may utilize any of the Materials for any use, commercial or otherwise, as long as the Materials are credited to the Special Collections Department, University of Arkansas Libraries, according to the then current procedures.
10. Donor desires for the Materials to be made publicly available for scholarly research following their transfer to Donee. However, the Donor recognizes that the Materials, as a whole, might include individual materials that are of a sensitive or personal nature. Specifically, to the extent permitted by Arkansas law and in recognition of Donor's constitutional rights of privacy in certain items contained in the Materials, Donee agrees to restrict access to certain Materials for a period of twenty (20) years (beginning upon the execution of this agreement) to those Materials, identified by the Donor, in consultation with the Donee (hereinafter referred to as the "Restricted Materials"). The Donor does not intend for this restriction to apply to all of the

records comprising the Materials, and the Donor agrees that the Materials that are not so designated as Restricted may be opened immediately for scholarly research and all other purposes authorized under this Deed of Gift. Donee and its employees shall be entitled to access all Materials at all times for the purpose of organizing and preserving the Materials.

11. In the event that Donee receives a request to release any of the Restricted Materials, Donee will notify Donor or Donor's designee of the request, and Donee will advise Donor whether Donee must comply with the request to open the Restricted Materials for inspection and review; provided, however, that Donee will not release any of the Restricted Materials if Donor seeks an opinion from a court or other appropriate tribunal to determine whether the request must be honored as a matter of law.
12. As part of the process of organizing and preserving the Materials and after consulting with Donor, the Donee may dispose of any or all of the Materials that the Donee determines to have no permanent value or historical interest. If, in the opinion of the Donee, the Materials should be preserved in a different physical format, such as microfilm, digital format, or other format, the Donee may perform the necessary processing to convert and preserve the Materials, and thereafter the Donee will consult with the Donor and/or Donor's designee to determine whether the original Materials may be destroyed. Prior to disposing of any of the Materials, such Materials shall first be made available for transfer to the Donor, or if the Donor is unavailable, to the Donor's immediate family or heirs, as the case may be, by written notification (hereinafter referred to as the "Notice"). In the event the Donor, or the Donor's immediate family or heirs, desires to take possession of the Materials at issue, a written response stating their intent to receive the Materials identified for destruction, together with the names and addresses of the parties desiring the Materials (hereinafter referred to as the "Successor Owners") within sixty (60) days following the receipt of the Notice, will be sent to the Donee. The Donee shall, then, transfer such Materials to the Successor Owners within a reasonable time after the Donee receives the Response. If the Donee does not receive the Response within said sixty (60) day period, then the Donee will be free to dispose of such Materials then at issue. The process set forth in this Paragraph 8 shall also apply to the Restricted Materials.
13. The Donor acknowledges that the Library acquires born-digital materials with the intent of making them available for an ongoing or indefinite period of time. In order to accomplish this, the Library may need to transfer some or all of these materials from the original media as supplied by the donor to new forms of media to ensure their ongoing availability and preservation. The Donor grants the library the rights to make preservation and access copies of materials in the collection and to make those copies available for use. The Library may contract with university staff or outside contractors to store, evaluate, manage, and/ or analyze born-digital materials in the collection. Any such arrangements must abide by the terms of such agreement.
14. In the case of born-digital records, the Donor agrees that the Library or contractor has permission to crack passwords or encryption systems, if any, to gain access to electronic data

received as part of the materials; to discard deleted files or file fragments; and that the Library has permission to preserve and provide access to log files, system files, and other similar data that document use of computers or systems, if any are received with the materials. In the case of media carriers for born-digital content, the Library will either return them to the Donor or physically destroy them after the content has been migrated to new media or a digital preservation system and verified through check sums.

15. In the event that the Donor may from time to time hereafter, give, donate, and convey to the Donee, additional papers and other historical documentation, title to such items shall pass to the Donee upon their delivery from Donor and acceptance by Donee. This Deed of Gift shall be applicable to all such additional items which shall be part of the Materials or reproductions of these Materials and maintained as part of the .
16. This Deed of Gift shall be governed by the laws of the State of Arkansas without regard to its choice of law principles.
17. This Deed of Gift is executed on this xx day of (month), (year).

Dean of University Libraries

Date

Head of Special Collections

Date

(donor name)

Date