

Reese Library  
Augusta State University

**Deed of Gift**

In accordance with and subject to the terms and conditions hereinafter set forth, I [or the Organization] \_\_\_\_\_ of the city of \_\_\_\_\_, county of \_\_\_\_\_, state of \_\_\_\_\_, being the sole and absolute owner(s) of the materials described in the attached schedule, do hereby give, transfer and deliver all right, title and interest in and to these materials, together with all literary property rights that I [or the Organization] hold herein, to Special Collections, Reese Library, Augusta State University.

Conditions of Gift.

1. Special Collections, Reese Library, Augusta State University (the Library) will provide a suitable depository for the materials and will house and maintain the same in good order according to accepted archival principles and procedures to ensure both preservation and accessibility to researchers. The Donor hereby releases and relieves the Library and its trustees, officers, employees, students and agents from any and all claims of whatever kind or character arising out of loss or other damage to the materials following their delivery to the Library.
2. The Library will return to the Donor, 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 Library, or which the Library cannot adequately house. The Donor shall state below whether material is to be returned to him (or her) or the heirs or estate. If no restriction or condition is entered in the appropriate section of this Deed of Gift, the Library will use its discretion in disposing of unwanted materials. Materials which the Library determines it cannot adequately care for or would better housed at another institution or organization will be transferred to a more appropriate institution or organization at the discretion of the Library.
3. The gift will be made available to all qualified researchers on equal terms of access. Any restrictions on access requested by the Donor for reasons of privacy or confidentiality must be noted specifically below and must have a date of termination.
4. With regard to the portion of the gift that bears a notice of copyright, the Donor and the Library understand and agree that the Donor does not, by this agreement, transfer any copyright in such records or materials to the Library, and that the copyright holder or holders retain(s) such copyright.
5. Researchers using the materials will be supplied copies, upon request, of any of the gift, in accordance with policies of the Library, unless such photocopying or

other reproduction is specifically prohibited below. Such restrictions must have a date of termination.

6. The Library, in accordance with standard archival procedures, reserves the right to reproduce all or parts of the gift for reasons of security, preservation and service.
7. The Library, as owner of literary rights transferred by this Deed of Gift, may exercise or transfer to a third party the right of quotation or publication.
8. The Donor or the Donors' legal representative represents and warrants that the Donor (s) is the sole owner of the tangible property, comprising the gift; that the Donor's title to the gift is free and clear of all liens and claims and is unencumbered and that Donor has the full power and authority to convey to the Library good title to the gift.
9. The Donor(s) hereby certifies ownership of literary rights to the writings of \_\_\_\_\_ [or *intentionally left blank*] which appear in these papers, with the sole right to transfer those rights.
10. The Donor(s) wishes that the gift be identified to the public and in the records of the Library as:

*Gift of* \_\_\_\_\_

11. The Donor will identify all permanent historical records or materials and (with the assistance of the Special Collections Librarian or his assistants) establish a schedule for the systematic transfer of records or materials to the Library.

The Donor is responsible for packaging and shipment of records or materials to the Library according to a mutually agreed to transmittal plan.

RESTRICTIONS OR OTHER CONDITIONS OF GIFT:

[*intentionally left blank*]

DISPOSITION OF SURPLUS MATERIALS:

[*intentionally left blank*]

RELATIONSHIP OF DONOR TO CREATOR OF PAPERS:

*[intentionally left blank]*

In WITNESS WHEREOF, I (*or* the Organization) have signed this Deed on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Donor(s) or Organization

\_\_\_\_\_  
*(If applicable)* Authorized agent

\_\_\_\_\_  
*(If applicable)* Position title

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

\_\_\_\_\_  
Agent for the Library

\_\_\_\_\_  
Position title

Draft July 27, 2005 cbr/wmn

Approved: \_\_\_\_\_

Date: \_\_\_\_\_