



DEED OF GIFT

TO <ARCHIVE HOLDER/BUILDER INSTITUTION NAME>:

I (we), (donor name) of (address)

_____ (hereafter referred to as "DONOR") am (are) the sole and absolute legal owner(s) with full right and authority to enter the Deed of Gift and grant the rights granted herein for the following:

[Insert inventory list or attach list as Exhibit A]

All such materials are hereinafter referred to as "the Materials."

1. DONOR desires to transfer the Materials as a gift to <Archive Holder/Builder Institution Name> for the benefit of the Western Regional Storage Trust and <other print archiving program name e.g. University of California Libraries' Shared Print collection or Orbis Cascade Alliance's Distributed Print Repository> for inclusion in the archives.
2. DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest, exclusive of copyrights, to the Materials to <Archive Holder/Builder Institution Name>.
3. Title to the Materials shall pass to <Archive Holder/Builder Institution Name> upon the acknowledgement of receipt by the local WEST Project team.
4. DONOR owns the tangible property in the Materials but does not own the copyright and is not hereby transferring any copyrights. However, no term or provision of this instrument shall be interpreted to limit or restrict the fair use rights of <Archive Holder/Builder Institution Name> or the Libraries or users of the Materials as provided by U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights). These rights include, but are not limited to:
 - a) The <Archive Holder/Builder Institution name> right to make copies of the Materials for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Materials consistent with the Fair Use Rights.
 - b) The <Archive Holder/Builder Institution name> right to display the Materials in exhibitions both on and off campus.
 - c) The <Archive Holder/Builder Institution name> right to digitize the Materials or use any technological substitute the Library deems appropriate to preserve and provide access to the Materials.

- d) The <Archive Holder/Builder Institution name> right to provide access to and use of the Materials.
- 5. DONOR shall provide the <Archive Holder/Builder Institution name> with all information and documentation regarding the provenance of the Materials, including any information relating to intellectual property rights.
- 6. The Materials will be consolidated, organized, preserved and made accessible by the local project team in accordance with the provisions for the print archive program(s) to which the materials are contributed.
- 7. The <Archive Holder/Builder Institution name> are authorized to disposition the Materials and dispose of any duplicates or other material not relevant or suitable to the collection.
- 8. The <Archive Holder/Builder Institution name> will not return any duplicates or materials not included in the archive.
- 9. In the event that DONOR may hereafter donate additional materials to The <Archive Holder/Builder Institution name> such gifts shall be set forth in an Addendum to this Deed of Gift and will be governed by the terms and conditions stated above. The Addendum shall include a description of the additional materials so donated and any conditions necessary and pertinent to those specific, newly-donated materials and shall be signed by the DONOR and the <Archive Holder/Builder Institution name>.

Signed:(donor) _____

this _____ day of _____, 20_____.

FOR DEPARTMENTAL USE ONLY

Signature of WEST project team lead at the <Archive Holder/Builder location>:

Date: _____

Title: _____