

ARCHIVES & SPECIAL COLLECTIONS  
WILLIAM F. MAAG, JR. LIBRARY  
YOUNGSTOWN STATE UNIVERSITY



DEED OF GIFT FORM

*Instructions: Complete this form in duplicate. File one copy in the University Archives. The second copy should be retained by the donor. Direct questions to the University Archivist.*

I, \_\_\_\_\_, (hereinafter referred to as the Donor), own and desire to give, or am empowered as legal agent for \_\_\_\_\_ hereby give, donate, and convey the Materials (hereinafter referred to as Materials) described in the attached Appendix A, Preliminary Inventory, to Youngstown State University (hereinafter referred to as the University) for inclusion in its University Archives & Special Collections (hereinafter referred to as Archives) of the William F. Maag, Jr. Library (hereinafter referred to as Library).

Conditions Governing Gifts:

1. As sole owner of these Materials, Donor gives physical ownership of them to the University.
2. Title to the Materials shall pass to the University upon their delivery to the University's authorized representative.
3. If donor is sole creator of the materials, donor gives and assigns to the University all rights of copyright in (a) the Materials and (b) in such of Donor's works as may be found among any collections of Materials received by the University from others, with the following exceptions (use attached sheet if necessary): \_\_\_\_\_
4. It is understood that all gifts are outright and unconditional unless otherwise noted upon this gift agreement.
5. Gifts to the Archives may be deductible in accordance with provisions of federal income tax laws. However, the staff of the Archives is not permitted to furnish appraisals.
6. The Donor named on this form has not received any goods or services from the Archives in return for this gift.
7. These donated Materials shall be preserved, organized, and made available for education and research in accordance with the Archives access and use policies. At any time thereafter, the donor shall be permitted to examine any of the Materials during the regular business hours of the Archives.
8. The University is authorized to display any donated Materials in non-profit exhibitions both on and off campus. Materials may also be used to illustrate exhibition catalogs and University publications. Please indicate below under "CREDIT LINE" how you would like to be acknowledged in any news releases, exhibit labels, or other publicity regarding this donation.  
CREDIT LINE: \_\_\_\_\_
9. If the Donor is donating personal papers, the Donor has the right to restrict access to certain materials. The following guidelines apply to restricting materials:
  - a. At the time of their presentation to the Archives, the Donor will designate all materials as either Restricted or Unrestricted. All papers not specifically designated Restricted, shall be Unrestricted.
  - b. It is specifically understood that news releases, speeches, newspaper clippings, photographs, commonly available publications, and like materials of a public nature in the donated property are Unrestricted, even if found within materials designated by the Donor as Restricted.
  - c. At time of receipt the Donor transfers both property rights and all copyrights he/she may own in Unrestricted materials to the Archives.
  - d. Archives will permit free public access to, quotation from, and publication of these Unrestricted Materials.
  - e. In the case of Restricted papers, the Archives staff shall have access to the Materials at all times solely for the purposes of listing, cataloging, storing, and preserving them.

- f. The Donor reserves the right of access to and use of the Restricted Materials.
  - g. The Archives shall allow access to and use of Restricted Materials by other persons approved in writing by the Donor. Persons granted such access by the Donor may quote or publish from the Restricted Materials under the fair use provision of the copyright law, provided that they shall signify understanding of and due regard for legal and ethical considerations including matters of copyright, invasion of privacy, libel, slander, and accurate attribution of sources. For quotation or publication beyond the fair use provision of the copyright law, written approval of the Donor or his/her designee must be secured by said persons prior to such quotation or publication.
  - h. The Donor shall hold the University and the Archives harmless from liability from any use of the restricted papers, or any quotation or publication based on them, without written permission of Donor, if Archives has followed procedures established according to this agreement.
  - i. Restrictions as specified above concerning use of said Materials shall cease for all Materials which by their year dates are more than \_\_\_\_\_ years old or, regardless of the age of the Materials, upon the death of the Donor unless otherwise stated, and the Archives shall acquire all rights (including all copyrights owned by the Donor, and the right to control access) in and to the same. Once restrictions lapse, the Donor, his/her heirs or designees, shall have no further legal interest therein nor right to control their disposition or use unless otherwise noted here.
10. The University is authorized to dispose of any Materials in the collection that the Archives, in its sole discretion, determines are no longer necessary to the collection. In such event the Archives will offer to return such Materials to Donor or to Donor's heirs if Donor is no longer living. However, if the Donor does not want the Materials returned, or does not respond within 90 days of being contacted, the Archives may dispose of the Materials.
11. In the event that the Donor may, from time to time, hereafter give, donate, and convey to the University, for inclusion in the Archives, additional Materials, title to such additional Materials shall pass to the University upon their delivery, and all of the provisions of this instrument of gift shall be applicable to such additional Materials. A description of the additional Materials so donated and delivered shall be prepared and attached hereto as Appendix B.

The donation has been received by the Archives as a gift, and the owner or his agent with full authority, desiring to absolutely transfer full title by signing below, hereby gives, assigns, and conveys finally and completely, and without any limitation or reservation, the property described on the attached Preliminary Inventory to the Archives and its successors and assigns permanently and forever, together with (when applicable) any copyrights therein and the right to copyright the same. In full accord with the provisions of this deed of gift, I hereunto set my hand.

Donor's signature \_\_\_\_\_ Date: \_\_\_\_\_

Receipt of the above material is gratefully acknowledged on behalf of the University Archives & Special Collections of the William F. Maag, Jr. Library at Youngstown State University.

Archivist's Signature \_\_\_\_\_ Date: \_\_\_\_\_

DONOR

Donor's Name: \_\_\_\_\_

Address (City, State, Zip Code): \_\_\_\_\_

Telephone: \_\_\_\_\_

The foregoing gift of Materials of the Donor is accepted on behalf of the University, subject to the terms and conditions heretofore set forth.

YOUNGSTOWN STATE UNIVERSITY

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_