

## DEED OF GIFT RELEASE FORM

<b>Name of Institution:</b> Xavier University Archives	<b>Address:</b> 3800 Victory Parkway Cincinnati, OH 45207	<b>Telephone &amp; Email:</b> 513 745-3883 mccabe@xavier.edu
<b>Date:</b>	<b>Accession Number(s):</b>	<b>Donor:</b>
<b>Contact Person:</b> (if different from donor)	<b>Address:</b>	<b>Telephone &amp; Email:</b>
<b>Collection Name:</b>  <b>Description of Donation:</b>		
<p><b>Agreement:</b></p> <p>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 above 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.</p> <p>Materials transferred will be open for unrestricted use to any qualified researcher subject to the rules and regulations of the Xavier University Archives. Some or all of the materials may be digitized and made publicly available in an online repository. Donations will be handled in accordance with the terms listed on the reverse of this agreement (see "Information on Donors and Donated Materials" and "Conditions governing Gifts.")</p> <p>The Xavier University Archives may use its discretion in disposing of materials deemed inappropriate for archival retention or for the general library collection unless instructions to return any unwanted materials are stated below.</p> <p><b>Additional Terms and Conditions:</b></p> <p>In consideration of mutual benefits, _____, and the Xavier University Archives enter into this agreement for access, use, disposition, and ownership of these donated materials. The Archives shall have ownership of these materials upon receipt, store these materials according to accepted archival standards, process them and prepare finding aids to assure ease of access to the collection.</p> <p>In the event that the donor from time to time hereafter gives, donates, and conveys for deposit in the Xavier University Archives, additional papers and other materials, title to such additional papers and other materials shall pass to the Archives upon their delivery, and all of the provisions of this instrument of gift shall be applicable to such additional papers and other materials. A description of the additional papers and other materials also donated and delivered shall be prepared and attached hereto.</p>		

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**Credit Line** (please indicate how you would like to be acknowledged in any news releases, exhibit labels, or other publicity regarding this donation):

**Signatures:**

I have received an explanation of all terms and conditions of the Deed of Gift, and agree to them as indicated:

Donor \_\_\_\_\_ Date \_\_\_\_\_

Donor (print name) \_\_\_\_\_

Archives representative \_\_\_\_\_

Date \_\_\_\_\_

**Information on Donors and Donated Materials:**

When a donor transfers materials to the Xavier University Archives, the Archives organizes and preserves the donation and makes it available to researchers.

The following is a list of services the Archives will provide regarding your donation:

1. The donation will be organized and, if appropriate, a bibliographic record and /or finding aid (index) will be created to describe the content and the arrangement, as resources allow.
2. The donation will be physically stabilized and preserved as resources allow; materials will be placed in non-damaging containers and stored in facilities that provide appropriate temperature and humidity control and security.
3. The donation will be available to researchers in the Archives after it is organized, physically stabilized, and prepared for use.
4. The Archives will provide reference services for the donation, and, if appropriate, will have the materials listed in national and international bibliographic sources and online databases.
5. Some or all of the materials may be digitized and made publicly available in an online repository.
6. When applicable, the Archives will alert researchers to existing copyright relating to the donation and will include such statements in the bibliographic record and or finding aid.
7. The Archives will require that appropriate and complete citation be included in all information relating to the donation, such as exhibitions, publications, and media productions.
8. The Archives will permanently maintain confidential files documenting the acquisition of the donation and its use.
9. Should the Deed of Gift contain temporary restrictions on portions of the donation, the restrictions will be strictly enforced.

**Conditions Governing Gifts:**

1. It is understood that all gifts are outright and unconditional unless otherwise noted upon this gift agreement.
2. Gifts to the Archives may be deductible in accordance with provisions of federal income tax laws.
3. The donor name on this form has not received any goods or services from the Archives in return for this gift.
4. The staff of the Archives is not permitted to furnish appraisals.
5. The Archives gratefully acknowledges your gift.