

James Madison University Special Collections Library

DONOR DEED OF GIFT

As sole owner of the materials listed in **Addendum A**, I, _____

(hereafter referred to as the Donor), hereby transfer, donate, grant, and assign these materials to James Madison University (JMU, hereafter referred to as the University) on behalf of JMU Libraries Special Collections (hereafter referred to as Special Collections):

The Donor hereby warrants and guarantees that he/she has good title and copyright to those materials listed in Addendum A and agrees to hold harmless and indemnify the University from all claims, suits, or damages arising out of any alleged defect in the Donor's title or copyright to said materials.

Relationship of the Donor to the Materials (check all that may apply):

- ☐ Donor is the primary creator of these materials
- ☐ These materials were transferred to the Donor from an estate
- ☐ Donor is the legal spouse of the creator of these materials
- ☐ Donor is a family member of the creator of these materials
- ☐ Donor has collected or preserved these materials but has no legal relationship other than ownership
- ☐ The Donor worked for the organization in which these materials were created
- ☐ Other (please specify):

Transfer of Materials

The above-mentioned materials are gifts to the University without restrictions. The Donor assigns and conveys to the University all legal title and property to the materials described in Addendum A. Special Collections reserves the right to inspect the materials prior to execution of this Deed of Gift. The risk of damage or loss to the materials will pass to Special Collections upon receipt of the materials.

Except as described in **Addendum B**, it is hereby understood and agreed that the Donor's materials will be made available to students and researchers generally and that it is possible that said materials may thereby pass into the public domain. Restrictions to future additions, if necessary and if they differ from those described in Addendum B, will be documented in addenda to this agreement.

This agreement shall be binding on the heirs, personal representatives, or designee of the Donor. The Donor agrees that neither the University nor any of its entities shall incur any financial encumbrances of any kind with this gift.

The Donor may access the donated collection during the operating hours of Special Collections.

Processing, Cataloging, and Preservation

Donor agrees that Special Collections may arrange, describe, catalog, preserve, and provide access to these materials in accordance with standard library and archival procedures, and that Special Collections may determine a suitable depository for the materials. Special Collections shall have no liability for damage to or destruction of the materials by fire, water, or other casualty.

The Donor acknowledges that Special Collections acquires these materials with the intent of making them available for an ongoing or indefinite period of time. In order to accomplish this, Special Collections 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 Special Collections rights to make preservation and access copies of materials in the collection and to make those copies available for use. The Donor grants Special Collections rights to digitize all or portions of the collection, as deemed appropriate by Special Collections, to provide access on the JMU Libraries website.

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Electronic Records

Donor understands that Special Collections may employ library staff, university staff, or outside contractors to store, evaluate, manage and/or analyze materials in the collection.

Does Special Collections have your permission to decrypt passwords or encryption systems, if any, to gain access to electronic data received as part of the materials?

- ☐ Yes
☐ No

Does Special Collections have your permission to recover deleted files or file fragments, if any, and provide access to them to researchers?

- ☐ Yes
☐ Yes, under the following conditions:
☐ No

Does Special Collections have your permission to preserve and provide access to log files, system files, and other similar data that document your use of computers or systems, if any are received with the materials?

- ☐ Yes
☐ Yes, under the following conditions:
☐ No

Materials Not Retained by JMU Special Collections

Special Collections is interested in preserving an enduring record of the material's subject's life and achievements. In the event that Special Collections locates duplicative materials within the collection or materials that are not of enduring research value, the donor agrees that Special Collections may remove, discard and/or destroy said materials.

(Please indicate in the space below if you wish to have materials not retained by Special Collections returned to the donor.)

Copyright

Copyrights and rights of reproduction in and to these materials will be governed by United States copyright law. The Donor or JMU Libraries may administer the copyrights related to these materials **(please initial one option below)**:

The Donor **would not like** to be contacted about individual publication requests or requests related to commercial uses related to these materials. The Donor does hereby transfer, give, grant, and assign any copyrights that they hold in these materials to JMU Libraries.

The Donor **would like** to be contacted about individual publication requests and individual requests related to commercial uses of these materials. The Donor or the Donor's representative will administer these rights and grant permission as these requests arise. Special Collections should refer use requests to the following address of the Donor or the Donor's designated representative:

Name:
Address:

Phone:
Fax:
Email:

Should correspondence by certified letter, email, fax and/or phone by Special Collections staff to verify the address above (or an updated address) be unanswered or marked as undeliverable, this document will be updated with that information. Donor agrees that if they do not respond to a request for updated information within thirty (30) days, requests for permission to use the donor's material will be assumed to be granted without further request by patrons.

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Additional Materials

If the Donor wishes to donate additional materials, the donation will be described on a separate addendum to be attached to this document. Title to such additional materials shall pass to Special Collections upon receipt, and all the provisions of this deed of gift shall be applicable to those materials.

Access and Use

In support of the University's mission to advance research, teaching, and learning, materials will be available for use in accordance with the regulations and procedures of Special Collections for unrestricted collections. Any restrictions on access requested by the Donor for reasons of privacy or confidentiality and accepted by Special Collections must be noted specifically in Addendum B and must have a date of termination. The rights in this Paragraph are in addition to and not in lieu of any rights or privileges under the U.S. Copyright Act.

Privacy

Required for electronic records

Please indicate below your awareness of materials that may contain sensitive information.

- ☐ To the best of my knowledge, these materials do not contain sensitive information.

OR

- ☐ I believe that the materials are likely to contain sensitive information such as:
- ☐ Social Security numbers
 - ☐ Bank account numbers
 - ☐ Passwords
 - ☐ Medical records
 - ☐ Counseling records
 - ☐ Student records
 - ☐ Employment records
 - ☐ Materials covered by attorney-client privilege
 - ☐ Research data related to human subjects
 - ☐ Federally Classified or Federally restricted materials
 - ☐ Other materials that have specific privacy concerns, please specify:

Printed name of donor

Signature of donor

Date

Mailing address

Email address

Phone number

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Addendum A

List of Materials in Collection

Boxes (number):

Format of materials:

Content of materials:

Donor initials: _____

Form revised and approved December 2019

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Addendum B

Donor requests the following restrictions:

Note: Student-related and student-created papers may be restricted per the Family Educational Rights and Privacy Act (FERPA) law.

Donor initials: _____

Form revised and approved December 2019