



Deed of Gift of Digital Collections and Archives Template

DEED OF GIFT

Donor(s):

Telephone Number:

Credit Line: I/We wish the credit line to read as follows:

Gift of

Donation: The Donor(s), for the purpose of benefiting TRUSTEES OF TUFTS COLLEGE, MEDFORD, MASSACHUSETTS (the “University”) and in consideration of the University’s acceptance of this donation (subject to the terms set out below), hereby irrevocably and unconditionally give(s), grant(s), donate(s), assign(s), convey(s) and deliver(s) to the University the items described below, together with all title of Donor(s) t herein (collectively, the “Property”)

[Donor must select one of the following three options re intellectual property]

- The Donor(s) hereby irrevocably and unconditionally give(s), grant(s), donate(s), assign(s), convey(s) and deliver(s) to the University, any intellectual property rights which the Donor(s) possess(es) in the Property.

 - Any intellectual property rights which the Donor(s) possess(es) in the Property are retained by the Donor(s), but Donor(s) hereby grant(s) to the University and its assignees a perpetual, world-wide, royalty-free license to use and reproduce the Property described below in any medium for educational, research, University public relations and other non-commercial purposes.]

 - Any intellectual property rights which the Donor(s) possess(es) in the Property are retained by the Donor(s).
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Description of the Property:

Provenance:

The Property was acquired by Donor(s) (as defined below) on (date) _____

By (check one): Original Creation/Authorship Gift Inheritance

 Purchase Debt Satisfaction Other: _____

From (previous owner): _____

Please provide any additional provenance information of which you are aware:

- Terms:**
1. The undersigned represents and warrants to the University that he or she is, or they are, the sole lawful owner(s) of title of the Property (“Donor”), or agent(s) of Donor fully authorized to enter into this DEED OF GIFT on behalf of Donor. Donor represents and warrants to the University that Donor has the right and authority to transfer the Property to the University.
 2. Donor represents and warrants to the University that the Property free and clear of any and all claims, judgments, liens and encumbrances of any kind whatsoever; that there has been no prior pledge, options, or gift of any part thereof granted to any person; and that full legal and equitable title to the Property will vest in the University upon execution of this DEED OF GIFT.
 3. Donor acknowledges that upon execution of this DEED OF GIFT, the Property will irrevocably become the property of the UNIVERSITY, and that matters relating to the display, use, maintenance, will be decided by the University in its sole discretion.
 4. Donor represents and warrants to the University that no U.S. or foreign customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the Property, or its export, import or transfer, have been violated.
 5. The Property will be open to the research public commencing immediately. Digital access through online means or search engines is permitted. Tufts University Digital Collections and Archives (“DCA”) will maintain the materials transferred by this Agreement in accordance with its usual policies and procedures.

6. Disposition of the Property will be decided by the department at its discretion. The department may dispose of duplicates and transfer printed Property to other university collections when appropriate. The Donor agrees to provide DCA with updated contact information for the purposes of consultation on the final disposition of Property, if needed, and other communications regarding the donation.
7. In the event that the Donor may give and convey to the University 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 and any appendices shall be applicable to such additional materials.

The University is organized and operated exclusively for educational purposes and is exempt from federal income tax pursuant to Sections 501(a) and (c)(3) of the Internal Revenue Code. The University does not advise donors on tax matters and suggests that Donor direct any questions regarding donations as charitable contributions to Donor's tax advisor or an office of the Internal Revenue Service. The University does not appraise donations but will make donated objects available for appraisal upon the request of the Donor.

8. Donor will defend, indemnify, and hold the University harmless from claims and allegations relating to the Property or any intellectually property rights in such Property assigned or licensed as set forth herein or arising from any breach or alleged breach of Donor's representations or warranties herein.
 9. This DEED OF GIFT is governed by the law of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof. All litigation relating to this DEED OF GIFT will be brought in a court of competent jurisdiction in Boston, Massachusetts, and Donor consents to the jurisdiction of such courts and waives any objection to their jurisdiction or venue.
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Signature:

Signature of Donor or Agent of Donor Date

Signature of Co-Owner (if any) Date

The University hereby accepts the foregoing gift of Property subject to the terms listed above.

Daniel Santamaria Date
Director of Digital Collections and Archives