

TROY UNIVERSITY ARCHIVES: GIFT AGREEMENT

(1) Gift statement:

_____ (Donor)
hereby donates to Troy University Archives (Institution) a collection consisting of:

- (2) The Collection is described in detail on the attached accession record or inventory prepared by the institution. Any additional materials the Donor gives to the Institution will be governed by the terms of this agreement, unless the Donor and the Institution agree upon different terms in writing made in advance of such additional gift.

(3) Designation of Copyright:

- A. _____ The Donor hereby transfers and assigns to the Institution ownership and control of all tangible and non-tangible materials in the collection, to include intellectual property rights and U.S. Copyright, as the Donor may own in the Collection.
- B. _____ The Donor hereby transfers and assigns to the Institution ownership and control of all tangible and non-tangible materials in the collection, to include intellectual property rights and U.S. Copyright, subject to exceptions identified in Attachment (A) hereto, which is incorporated herein by reference.

(4) Warranties:

- A. The Donor warrants that, to the best of the Donor's knowledge, the Donor owns the physical property in the Collection, free and clear of any liens, and the Donor has the full right, power and authority to transfer the Collection to the Institution.
- B. Name of the Collection. The Donor designates the collection is to be known as:

(5) Use by the Donor:

The following conditions govern use of the Collection by the Donor for so long as the Collection is held by the Institution:

- A. The Donor may access the Collection during the Institution's normal business hours, consistent with Institution practices and procedures governing access by the general public.
- B. The Donor may, subject to any necessary third-party permissions, obtain reproductions of materials in the Collection from the Institution's facilities at the

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Institution's prevailing rates, or from facilities mutually approved by the Institution and the Donor.

- C. Should the Donor wish to borrow materials from the Collection, the Donor agrees to meet the Institution's requirements for the loan of archival materials.

(6) Deaccession & Disposal:

- A. Should the Institution determine that any part of the Collection is inappropriate for retention but may be of interest to the Donor or another institution, the Institution will provide the Donor with written notice to elect return of the materials to the Donor or to another institution selected by the Donor. The Institution shall provide such notice both by e-mail and by certified mail to the Donor using the most-recent information provided by the Donor.
- B. The Donor shall promptly notify the Institution of any changes to the Donor's contact information. Notice is effective when given.
- C. If the Institution does not receive a response from the Donor within sixty days of providing such notice, the Institution may proceed at its discretion.

(7) Choice of Law and Jurisdiction:

- A. This agreement is to be governed by, and construed in accordance with, the law of Alabama. Any action in regard to the agreement or arising out of its terms and conditions is to be instituted and litigated in the courts for the state of Alabama.

In witness whereof, the authorized representatives of the parties have signed this agreement effective as of the last date of signature:

Donor: _____ Date: _____

Representing the Institution: _____ Date _____

Title of Representative: _____

Witness: _____ Date _____