



DEED OF GIFT

Donor Information

Name

Address

Telephone

Email Address

I, _____, the undersigned donor, in accordance with all terms contained herein, do hereby irrevocably donate and convey to the University Libraries of Bowling Green State University legal and physical ownership of the property described in this Deed of Gift (“Donated Property”), including all title, rights, and related interests such as I may possess therein.

Description of Donated Property: (If necessary, please continue on a separate sheet.)

The Donated Property was delivered to the University Libraries on _____ (date).

Terms of Agreement:

1. I understand that the Donated Property will be accessible to the public at the University Libraries for scholarly, research, and educational purposes, in accordance with all Bowling Green State University standards, policies, and practices in place now and in the future. Such access shall be without restriction unless otherwise specified below and initialed by both myself and Bowling Green State University.

Restrictions:

2. With regard to all intellectual property rights, including copyright, that I may possess in the Donated Property,

I, my heirs, and my estate hereby relinquish title to such intellectual property rights to Bowling Green State University.

I, my heirs, and my estate shall retain title to such intellectual property rights until my death, at which time my estate shall relinquish title to such intellectual property rights to Bowling Green State University.

I, my heirs, and my estate shall retain title to such intellectual property rights.

I hold no such rights to the Donated Property, or do not know what rights I hold, and acknowledge such.

3. I grant Bowling Green State University an irrevocable non-exclusive license to use, reproduce, transmit, display, publish, perform, digitize, create derivative works from, and distribute the Donated Property in any media for purposes permitted under statutory copyright exceptions such as fair use, including, but not limited to, scholarship, research, and education. Such license shall be without restriction unless otherwise specified below and initialed by both myself and Bowling Green State University.

Restrictions:

4. The University Libraries may dispose of duplicate materials, extraneous materials, or any materials contained within the Donated Property that it judges, in its sole discretion, to be inappropriate for its collections. In such event,

I wish to have unwanted materials returned to me.

I do not wish to have unwanted materials returned to me, upon which they may be discarded, sold, or transferred without restriction.

5. I represent and warrant that I am the sole lawful owner of title of the Donated Property, or I am fully authorized by such owner to enter into this Deed of Gift. I further represent that the Donated Property is free and clear from any and all encumbrances and restrictions and has not been imported or exported into or from any country contrary to state, national, or international laws, agreements, or treaties.

6. I agree that my sole remedy for breach of this Deed of Gift shall be the return of the Donated Property. I will defend, indemnify and hold Bowling Green State University harmless from claims or allegations arising from or relating to conduct that would be a breach of my warranties or representations herein.

7. Unless I request a change in terms and conditions, which change shall be made in writing and signed by both parties, this Deed of Gift shall be applicable to any future donations I wish to make to the University Libraries of Bowling Green State University. Each additional donation will be described in an addendum to this Deed of Gift.

Signature of Donor or Donor's Authorized Representative

Date

Signature of Representative for Bowling Green State University

Date

Signature of Department Head

Date

Accession Number

Manuscript/Collection Number (If Applicable)