



University of Idaho

Library Special Collections
and Archives

875 Perimeter Drive, MS 2351
Moscow, ID 83844-2351
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Deed of Gift

Donor(s) Name: _____

Address: _____

Phone: _____ Email: _____

Section I – Transfer of ownership: I (we) hereby irrevocably donate and convey to the University of Idaho, for the benefit of the Library Special Collections and Archives, all rights, title, and interest that I (we) possess in the following materials, except as noted in this Deed of Gift.

Description of donated materials:

Section II – Handling and use of donated materials: By signing this Deed, I (we) understand and agree that the location, retention, cataloging, preservation, and disposition of the above materials by the University of Idaho will be conducted at its discretion, in accordance with institutional policy and with applicable law. Common discretionary uses by the U of I include, but are not limited to, display or exhibition in physical or digital spaces, digitization for preservation, online publication for access purposes, and granting access for research and scholarship. I (we) acknowledge that the Library may determine that not all donated materials are appropriate for permanent retention.

____ I (we) request that any materials not chosen for permanent retention be returned to us or our estate.

— OR —

____ I (we) request that any materials not chosen for permanent retention be disposed of at the discretion of Special Collections and Archives.

All retained material shall be made accessible for research, subject to any terms or conditions noted in this Deed of Gift.

____ I (we) grant public access to all donated materials immediately upon transfer of ownership.

— OR —

____ I (we) grant public access to all donated materials only after this date: _____

Description of other terms or conditions:

Section III – Ownership of copyright: To the best of my (our) knowledge, (please select only one of the following statements):

___ I (we) control **all** copyrights in the donated materials (i.e., all works were created by me, or acquired the copyrights in all the donated materials)

— OR —

___ I (we) control **some** of the copyrights in the donated materials (i.e., some of the donated materials were created by me or I acquired the copyrights to them, but the donation also contains works for which other individuals or organizations control the copyright)

— OR —

___ I (we) control **none** of the copyrights in the donated materials

Please provide any details that establish your basis for control of the copyrights, such as works created by you, acquired by you, or other circumstances. Include the date on which you obtained copyright control:

Section IV – Transfer of copyright: Concerning the transfer of copyright ownership, I (we) do (please select only one of the following statements):

___ I (we) irrevocably assign to the University of Idaho any and all copyrights I (we) control in the donated materials.

— OR —

___ I (we) retain full ownership of any and all copyrights I (we) currently control in the donated materials, but grant the University of Idaho a nonexclusive right to authorize all uses of the materials for non-commercial research, scholarly, or other educational purposes allowed by the fair use doctrine in Section 107 of the Copyright Act.

Upon my (our) death(s), the copyrights in our control will transfer to

___ The University of Idaho

— OR —

___ My (our) estate. Any communications with the estate should be directed to:

Name: _____

Address: _____

Phone: _____ Email: _____

Regardless of my (our) above choice as to transfer of copyright ownership, I (we) acknowledge that some of the discretionary uses incidental to the donated materials' inclusion in the holdings of Special Collections and Archives – including, but not limited to, exhibition, online display, or research access – may implicate copyrights. To the extent that such activities are not already permitted under statutory copyright exceptions such as fair use, I (we) grant the University of Idaho an irrevocable non-exclusive royalty-free worldwide perpetual license for all reasonable discretionary uses.

Section V – Authority to donate:

Donor signature: _____ Date: _____

Donor signature: _____ Date: _____

University of Idaho Library hereby accepts this donation on behalf of University of Idaho with appreciation and agrees to the conditions stated in this Deed of Gift.

U of I representative signature: _____ Date: _____

Printed Name: _____

Title: _____