



Special Collections and Archives  
Elizabeth Huth Coates Library  
One Trinity Place  
San Antonio, TX 78212  
210.999.7355  
archives@trinity.edu

## Deed of Gift Agreement

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Name of Donor or Representative:

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Relationship to Donor:

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Address:

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Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Description of Materials Donated:**

**Donor Restrictions:**  No  Yes If yes, please explain:

### Donor Acquisition Information

Donor acquired the property on (date) \_\_\_\_\_ by

- Donor is creator  Gift  Inheritance  Purchase  Debt satisfaction  
 Other:
- 

### Intellectual Property Interests

This section deals with the copyright, literary rights, artistic rights, or patents (collectively, "Intellectual Property") that may be associated with the physical and

digital materials being donated. Please check one of the following:

- I/We control the Intellectual Property Rights in some or all of the donated materials.
- I/We do not control Intellectual Property Rights in any of the donated materials.
- To the best of my knowledge, the Intellectual Property Rights are controlled by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

### **Transfer of Ownership and Transfer of Copyright**

I/We understand that upon signing this Deed of Gift, materials described above become the legal property of Trinity University's Special Collections and Archives, Coates Library. I/We choose the following copyrights to be transferred to Trinity University. Please select one of the following:

- Any and all copyrights held by the Donor are transferred to Trinity University.
- Any and all copyrights held by the Donor are transferred to Trinity University, except for:

### **Future Gifts**

This instrument will also serve to convey any future gifts of materials that I wish to make to the Trinity University's Special Collections and Archives, Coates Library at a later date, and each gift will be described in an addendum to this agreement.

### **Acknowledgement**

Trinity University's Special Collections and Archives, Coates Library, acting by and through its agents, gratefully acknowledges receipt of this gift, agrees to the stipulations outlined below, and agrees to administer it in accordance with standard archival practice.

### **Conditions Governing Gifts**

1. Trinity University will provide a suitable repository for the materials and will house and maintain the materials in good order according to accepted archival principles and procedures to ensure both preservation and reasonable accessibility to researchers. Trinity University, however, shall have no liability for damage to or destruction of the materials by fire, water, or other casualty. The University will return to the donor or

otherwise dispose of any materials which are determined to have no permanent value or historical interest, to be surplus to the needs of Trinity University, or which the University cannot adequately house. The donor shall state below whether materials are to be returned to him, her, them, their heirs or estate, or another third party. If no provision is made, the University will use its discretion in disposing of unwanted materials. Please select recipient:

- Donor(s)  Heir(s)/Estate  Third Party: \_\_\_\_\_  
 Dispose of Unneeded Materials

2. The materials will be made available to all qualified researchers on equal terms of access. Restrictions on access requested by the donor for reasons of privacy or confidentiality are noted above in the donor restrictions section of this document and have a date of termination. Researchers using the materials will be supplied copies, upon request, of any items from the collection in accordance with the policies of the Special Collections and Archives, unless such photocopying or other reproduction is specifically prohibited. The date of termination appears in the restrictions section, above.
3. By execution of the Deed of Gift, Donor expressly represents and warrants to Trinity University that he or she is the sole lawful owner of title to the Property or that Donor is fully authorized by such owner to enter into this Deed of Gift. Donor further represents that the Property is free and clear from any and all encumbrances, that there has been no prior pledge, option or gift of any part thereof to any person, and that Donor has the right to give or transfer the Property.
4. Donor acknowledges that upon execution of this Deed of Gift, the Property irrevocably becomes the property of Trinity University. The display, use, maintenance, and disposition of the Property are at the sole discretion of Trinity University's Coates Library, Special Collections and Archives.
5. Donor represents and warrants that no customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the Property, its export or import, have been broken.
6. Donor represents and warrants that there are no claims, judgments, liens or other encumbrances of any kind whatsoever against the Property, any portion of the Property, or title to it.
7. The Internal Revenue Service has determined that Trinity University is organized and operated exclusively for educational purposes and is exempt from federal income tax pursuant to Section 501(a) and (c)(3) of the Internal Revenue Code. Trinity 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. Trinity University does not appraise donations but may, for its own purposes elect to use a third party for appraisal of donated materials.
8. To protect the physical collection, all patrons using it will be required to present acceptable identification, and sign a document agreeing to abide by the policies and regulations of the repository and restrictions associated with the collection.

9. Researchers using the collection will be instructed on proper handling of the materials.
10. Trinity University reserves the right to refuse access to the collection to an individual researcher who has violated the published policies and regulations of the Coates Library Special Collections and Archives.
11. Coates Library may, under special circumstances, lend or place on deposit with another repository all or part of the collection. When items are loaned, Trinity University will publicize this fact and the length of unavailability of the collection.
12. I have received an explanation of all terms and conditions of this Deed of Gift and agree to them as indicated by my signature below.

Coates Library's Special Collections and Archives gratefully acknowledges receipt of this gift, agrees to the stipulations outlined above, and agrees to administer the donated material in accordance with standard archival practice. I have received an explanation of all terms and conditions of this deed of gift and agree to them as indicated by my signature below.

Printed Name: \_\_\_\_\_ SCA-Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Accession Number: \_\_\_\_\_