



Deed of Gift

In accordance with and subject to the terms and conditions hereinafter set forth, I (we), _____ of the city of _____, _____ County, state of _____, being the sole and absolute owner(s) of the materials described below do hereby give, transfer, and deliver all right, title, and interest in and to these materials, together with all copyright (literary property rights), that I (we) hold herein, to Emory University (“Emory”).



The materials are donated and accepted according to the following conditions.

CONDITIONS OF GIFT:

1. Emory University will provide a suitable depository for the materials and will house and maintain the same in good order according to accepted archival principles and procedures to ensure both preservation and accessibility to researchers. Emory University, however, shall have no liability for destruction of the materials by fire, water, or other casualty.
2. Emory reserves the right to inspect the materials prior to execution of this Deed of Gift. All expenses related to packing, shipping, insurance and other expenses related to the transportation of the materials from _____ to Emory shall be the sole responsibility of [Emory or Donor]. The risk of damage or loss to the materials will pass to Emory [upon receipt of or upon packing and shipping] the materials.
3. The materials will be made available for academic, educational and research purposes and will be made available for inspection by scholars, students and interested members of the public on equal terms of access. Any restrictions on access requested by the donor for reasons of privacy or confidentiality and accepted by the Library must be noted specifically below and must have a date of termination.
4. Researchers using the materials will be supplied copies, upon request, of items from the collection in accordance with policies of the Manuscript, Archives, and Rare Book Library, unless such photocopying or other reproduction is specifically prohibited below. Such restrictions must have a date of termination. Any reproduction or other fees charged by Emory will inure solely to the benefit of Emory.
5. Emory will return to the donor or otherwise de-accession any materials which are determined to have no permanent value or historical interest, to be surplus to the needs of the Emory University Libraries, or which the Library cannot adequately house. The Donor shall state below whether materials are to be returned to him/her or to the heirs or estate. If no provision is made, Emory will use its discretion in the final disposition of unwanted materials.
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RELATIONSHIP OF DONOR TO CREATOR OF PAPERS:

ADDRESS/CONTACT INFORMATION FOR DONOR:

In WITNESS WHEREOF, I (we) have signed this Deed on this ____ day of _____, 20____.

Donor

Accepted and received this this ____ day of _____, 20____.

EMORY UNIVERSITY

By: _____



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