



**DISTRICT OF COLUMBIA PUBLIC LIBRARY
DONOR AGREEMENT
DEED OF GIFT**

I _____ (“Donor”) declare that I have the authority to and do voluntarily donate the materials described below in this deed of gift to the Special Collections Division of the District of Columbia Public Library (“Library”). It is understood that the purpose and intent of this gift is to transfer and assign all designated rights, title and interest in the gift.

Description of Materials and Collection Stipulations (attach additional sheet(s) if needed):

Transfer of Ownership and Transfer of Copyright/Intellectual Property Rights

I understand that upon signing the Deed of Gift the materials described above become the legal property of the Library. I/we choose the following copyright/intellectual rights statement:

- () Any and all copyrights held by the donor on the above described materials are transferred to the Library.
- () Any and all copyrights held by the donor on the above described materials are transferred to the Library, except for: _____
- () The Donor shall retain copyrights, but conveys the following rights to the Library: _____

I/we guarantee that I/we have good and marketable title to both the physical and intellectual property components, if applicable and indicated above, of this gift, that the gift is unencumbered, and that I/we am fully authorized to make this gift.

Where applicable, the materials will be made available to the public for research after processing and preservation, according to professional archival standards, is complete. Materials will be held by the Library in a secure storage area and access will be used in the supervised reading room or via Library approved digital platforms. The materials may be used in exhibitions, digitized, photocopied, or otherwise reproduced or reformatted for preservation and access by or under the direction of the Library. Sensitive materials I/we identify at the time of donation, or that are discovered by the Library during processing, may be restricted to protect my/our privacy or others for a limited and clearly stated period of time. Exceptions or limitations are noted here: _____

Unless otherwise noted, staff may use their discretion and established procedures to dispose of materials deemed inappropriate for or outside the scope of the Library's collections.

Materials inappropriate for or outside the scope of the Library's collection **may be disposed** of by the Library after an attempt to find a suitable repository has been performed.

Materials inappropriate for or outside the scope of the Library's collection **shall be returned** to the donor.

I/we release and indemnify the Library, its employees, board members, agents and representatives and the District of Columbia Government, its employees, officials, agents and representatives from any and all claims or demands arising out of or in connection with the use of this gift, including but not limited to any claims for defamation, copyright violation, invasion of privacy or right of publicity. This deed of gift becomes effective when signed by the donor.

Donor Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone Number: _____

Relation to the Creator (If acting on behalf of someone else): _____

Additional terms or conditions for this donation must be presented in writing and agreed upon by the Library.

There are additional terms attached; initial: _____

Are there additional materials to be donated later: Yes / No Estimated Delivery Date(s): _____

Donor Signature: _____ Date: _____

STAFF USE:

Gift Received by: _____ Date: _____
(Special Collections Staff)

Approved by: _____ Date: _____
(Special Collections Manager)