



## Deed of Gift for Depositing Oral History Content into the Archives\*

I (we), \_\_\_\_\_  
[Name(s) of donor(s)]

of \_\_\_\_\_  
[Mailing address, telephone & email of the Donor]

(hereafter referred to as “the Donor”) am (are) the sole and absolute legal owner(s) with full right and authority to enter the Deed of Gift Agreement and grant the rights granted herein for the gift materials (hereafter referred to as “the Materials”) fully described in Exhibit A, attached hereto, and incorporated herein. I hereby irrevocably donate and convey to

\_\_\_\_\_  
[Name of Archives and Affiliated Institution]

all rights, title, and interest that I possess in the Materials, except as noted in this Deed of Gift. As such, I have completed this legally-binding form to the best of my ability and with a full understanding of my rights and responsibilities.

1. To the best of my knowledge, (please select *only one* of the following statements):

- I control all copyrights in the Materials (i.e., all works were created by me, or I acquired the copyrights in all Materials).
- I control some of the copyrights in the Materials (i.e., some of the Materials were created by me, or I acquired the copyrights in some of the Materials, but the Materials also contain works for which other individuals or organizations control the copyrights, or that are in the public domain, or are not subject to copyright).
- I control none of the copyright(s) in the Materials.
- These works are in the public domain or are not subject to copyright.

\_\_\_\_\_  
\* This form is to be used when oral history research materials are submitted to a archives or repository for the purposes of perpetual preservation, access, and/or curation. This form has been created and adapted from the Rollins College Archives’ Deed of Gift, 2015, and prepared by Rachel Walton.

2. Please select *only one* of the following statements.

I irrevocably assign to the above-mentioned archives any and all copyrights I control in the Materials.

I retain full ownership of any and all copyrights I currently control in the Materials, but I grant the above-mentioned archives a nonexclusive, irrevocable Creative Commons Attribution 4.0 International License (<http://creativecommons.org/licenses/by/4.0/>) to authorize all uses of these materials for non-commercial research, scholarly, or other educational purposes. Such uses could include, but are not limited to, the reproduction, display, performance, and preparation of derivatives of the Materials. The Archives is permitted to make copies of the Materials for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Materials consistent with U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights"). The Archives is permitted to provide the public access to, including Internet or other wireless or digital access, and unrestricted use of, the Materials.

No rights to any copyright in the Materials are being transferred to the above-mentioned archives. *(To be selected only where the Donor has no copyright interest in the Materials.)*

3. No term or provision of this instrument shall be interpreted to limit or restrict the fair use rights of the Archives or users of the Materials as provided by U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights").
4. Any restrictions on access for reasons of privacy or confidentiality must be noted specifically and must have a date of termination.
5. Materials will be placed exclusively with the above-mentioned archives.
6. After execution of this Deed of Gift by the Donor and acceptance by the Archives, title to the Materials shall pass to the Archives upon acknowledgement of receipt of the Materials by the Archives.
7. The Donor shall indemnify, defend and hold the above-mentioned archives harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the access and use of the Materials.
8. The Donor shall provide the Archives with all information and documentation regarding the provenance of the Materials, including any information relating to intellectual property rights.



- 9. The Materials will be organized by the Archives and a finding aid will be created to describe the content and arrangement. The Donor will be provided with a copy of the finding aid upon request.
- 10. The Archives will exercise the same degree of care over the preservation of the Materials as over the preservation of similar property which is kept in the Archives.
- 11. The Archives is authorized to dispose of any duplicate or other material not relevant to the collection which it determines to have no permanent value or historical interest.
- 12. In the event that the Donor may hereafter donate additional materials to the Archives, such gifts shall be set forth in an Addendum to this Deed of Gift and will be governed by the terms and conditions stated above. The Addendum shall include a description of the additional materials so donated and any conditions necessary and pertinent to those specific, newly-donated materials and shall be signed by the Donor and the Archives.

_____ First Donor's signature	_____ date
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_____ Second Donor's signature (If Applicable)	_____ date
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_____ Project Supervisor (If Applicable)	_____ date\
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**FOR DEPARTMENTAL USE ONLY**

Accepted for the Archives:

_____ Name and title	_____ date
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