

Library
Zach S. Henderson
Special Collections

Deed of Gift

I, the undersigned donor, hereby donate and convey to the Georgia Southern University Foundation, Inc. (hereinafter, the “Foundation”) for the benefit of the Georgia Southern University Zach S. Henderson Library Special Collections (hereafter “Special Collections”) for preservation and public use—subject to the Terms and Conditions included below—all right, title and interest that I possess in the materials described in this deed below.

Donor Information

Name: _____

Telephone: _____

Address: _____

Fax: _____

Email: _____

Description of Materials (if more space is required, include addendum detailing donated materials)

Nature of Donor’s Relationship to Materials (eg. owner, heir, executor, trustee)

Copyright

Copyright Interests

____ I represent and warrant that I control copyright to the above described donated materials

Copyright Conveyances

____ I assign copyright of the donated materials to the Foundation, please initial here _____

Future Gifts

In the event that the donor may hereafter donate and convey to Special Collections additional papers, historical materials, etc., such gifts will be governed by the terms and conditions herein, and each gift will be described in an addendum.

Terms and Conditions

The Foundation has accepted this donor's gift of materials, subject to the following terms and conditions:

1. By execution of the Deed of Gift, the donor expressly represents and warrants that she/he is the sole lawful owner of title to the materials or that the donor is fully authorized by such owner to enter into this Deed of Gift. The donor further represents that the donated materials are free and clear from any and all encumbrances, and that there has been no prior pledge, option of gift of any part thereof to any person, and that the donor has the right to give or transfer the materials.
2. The appraisal or establishment of an item's value for tax purposes is the responsibility of the donor and must be completed before the materials are donated. Donors may receive further information on valuation of property from the Internal Revenue Service and IRS Publication No. 561, "Determining the Value of Donated Property."
3. The donor acknowledges that upon execution of this Deed of Gift, title to the donated materials shall irrevocably pass to the Foundation. At any time after delivery to Special Collection's authorized representatives, the donor shall be permitted to examine any of the donated materials during the regular business hours of Special Collections.
4. There shall be no restriction on the Foundation's or Special Collection's use of the gift unless noted above.
5. The location, retention, cataloging, preservation and disposition of the donated materials by Special Collections will be conducted in its discretion in accordance with Zach S. Henderson Library policy and applicable law.
6. The donated materials shall be made available to researchers at the discretion of Special Collections. The donated materials may be displayed physically, microfilmed, photocopied or otherwise reproduced or reformatted by Special Collections. Images of the donated materials may be displayed on the World Wide Web in a manner reasonably assured to prevent copying or distribution.
7. The Foundation and/or Special Collections are/is authorized to dispose of any duplicate or inappropriate material in the collection which it determines to have no permanent value or historical interest.

SIGNATURE OF DONOR

I represent and warrant that I am the sole owner of the materials described above; that I have the full right, power and authority to give the materials to the Foundation; and that the information I have provided is accurate. The terms of this Deed of Gift shall apply to all of the donated materials described in this Deed of Gift notwithstanding that some of the materials may be delivered before or after the date of this Deed of Gift. I understand the sections on “Copyright Interests” and “Copyright Conveyances.” I understand all the terms and conditions of this Deed of Gift and agree to them as indicated by my signature below.

_____ Date: _____

ACCEPTANCE BY GEORGIA SOUTHERN UNIVERSITY FOUNDATION, INC.

The Foundation hereby accepts this gift to benefit researchers, the Georgia Southern University community, and the public with appreciation and agrees to the conditions stated in the Deed of Gift.

_____ Date: _____

Printed Name: _____

Title: _____