

## TROY UNIVERSITY ARCHIVES: GIFT AGREEMENT

(1) Gift statement:

\_\_\_\_\_ (Donor)  
hereby donates to Troy University Archives (Institution) a collection consisting of:

(2) The Collection is described in detail on the attached accession record or inventory prepared by the institution. Any additional materials the Donor gives to the Institution will be governed by the terms of this agreement, unless the Donor and the Institution agree upon different terms in writing made in advance of such additional gift.

(3) Designation of Copyright:

- A. \_\_\_\_\_ The Donor hereby transfers and assigns to the Institution ownership and control of all tangible and non-tangible materials in the collection, to include intellectual property rights and U.S. Copyright, as the Donor may own in the Collection.
- B. \_\_\_\_\_ The Donor hereby transfers and assigns to the Institution ownership and control of all tangible and non-tangible materials in the collection, to include intellectual property rights and U.S. Copyright, subject to exceptions identified in Attachment (A) hereto, which is incorporated herein by reference.

(4) Warranties:

- A. The Donor warrants that, to the best of the Donor's knowledge, the Donor owns the physical property in the Collection, free and clear of any liens, and the Donor has the full right, power and authority to transfer the Collection to the Institution.
- B. Name of the Collection. The Donor designates the collection is to be known as:  
\_\_\_\_\_

(5) Use by the Donor:

The following conditions govern use of the Collection by the Donor for so long as the Collection is held by the Institution:

- A. The Donor may access the Collection during the Institution's normal business hours, consistent with Institution practices and procedures governing access by the general public.
- B. The Donor may, subject to any necessary third-party permissions, obtain reproductions of materials in the Collection from the Institution's facilities at the

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