



## DEED OF GIFT

### 1. Transfer of Ownership

I (we), Albemarle County Board of Supervisors of [401 McIntire Rd, Charlottesville, VA 22903] (“Donor”) hereby donate and convey to the Rector and Visitors of the University of Virginia, on behalf of and for the benefit of the University of Virginia Library (the “Library” or “University,” as appropriate), all rights, title, and interest that I (we) possess in the materials described on Exhibit A to this Deed of Gift (the “Donated Materials”), except as noted in this Deed of Gift.

By signing this Deed, Donor understands and agrees that the location, retention, cataloging, preservation, and disposition of the Donated Materials by the University will be conducted in the University’s sole discretion, in accordance with University policy and practice and applicable law. Common discretionary uses by the University include, but are not limited to, exhibition, display, copying (including digitization) for preservation, archival and access purposes, storage, and making works available (including online) for research and scholarship. Donor acknowledges that the Library may dispose of any Donated Materials not selected for permanent retention without further notice to Donor. Retained Donated Materials shall be made accessible for research, subject to the terms and conditions, if any, stated on attached Exhibit A. Any Donated Materials in digital form (“Digital Donated Materials”) will be transferred in accordance with the terms and conditions stated on attached Exhibit B.

### 2. Copyright

#### A. Current copyright ownership and control

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

- ☐ Donor owns **all** copyrights in the Donated Materials (i.e., all works were created by Donor, or Donor acquired the copyrights in all Donated Materials.)
- ☐ Donor owns **some** of the copyrights in the Donated Materials (i.e., some of the Donated Materials were created by Donor, or Donor acquired the copyrights in some of the Donated Materials, but the Donated Materials also contain works for which other persons or entities control the copyrights.)
- ☐ Donor owns **none** of the copyright(s) in the Donated Materials (i.e., all of the Donated Materials were created by other persons or entities, or the rights are

controlled by other persons or entities, or they are in the public domain and not covered by any copyrights).

Further information about the control of copyrights in the Donated Materials, including identification of which elements of the Donated Materials are subject to Donor's copyright, is found in Exhibit A.

**B. Transfer of copyright ownership:**

Please select *only one* of the following options.

- ☐ Donor does not hold any copyrights in the Donated Materials. (Either all copyrights in Donated Materials are controlled by third-parties or else Donated Materials are free of copyright and in the public domain.)
- ☐ Donor irrevocably assigns to the University any and all copyrights Donor owns in the Donated Materials.
- ☐ Donor retains full ownership of any and all copyrights Donor currently owns in the Donated Materials, but Donor grants the University a nonexclusive right to authorize all uses of these materials for non-commercial research, scholarly, or other educational purposes pursuant to a Creative Commons Attribution, Noncommercial license.
- ☐ Donor retains full ownership of any and all copyrights Donor currently owns in the Donated materials and does not transfer or intend to transfer copyright ownership to the University.

Regardless of Donor's above choice as to transfer of copyright ownership, Donor acknowledges that no term or provision of this Deed of Gift shall be interpreted to limit or restrict the rights of the University or users of the Donated Materials as provided by copyright law, including fair use.

**3. Exclusivity (Typically applies where donor retains a copy, as in digital files or manuscripts—leave blank if inapplicable)**

- ☐ Donor agrees not to sell, donate, or deposit the Materials, including digital files or copies, at or to any other institution.

#### 4. Donor Estimate of Value

Please enter an estimated value of your gift:      \$\_\_\_\_\_

#### SIGNATURE OF DONOR:

I (we) represent and warrant that I am (we are) the sole owner(s) of the materials described above; that I (we) have full right, power, and authority to give the materials to the University; and that the information I (we) have provided is accurate. The terms of this Deed of Gift shall apply to all of the Donated Materials described on Exhibit A and on any subsequently delivered Exhibit notwithstanding that some materials may be delivered before or after the date of this Deed of Gift.

Signed:

\_\_\_\_\_  
(Donor Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

Signed:

\_\_\_\_\_  
(Donor Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

#### RECEIPT OF GIFT (to be filled out by library staff):

This gift was received by the library on the \_\_\_\_ day of \_\_\_\_, 2020

#### RECOMMENDATION

This gift is recommended for acceptance.

\_\_\_\_\_  
(Authorized Library Signature)

\_\_\_\_\_

#### ACCEPTANCE BY UNIVERSITY

This gift is accepted on behalf of the Rector and Visitors of The University of Virginia by Gift Processing Services.

\_\_\_\_\_  
(Director Of Gift Processing Services)

\_\_\_\_\_

(Printed Name & Title)

(Printed Name)

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(Date)

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(Date)

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EXHIBIT A TO DEED OF GIFT

Description of Donated Materials (including any Digital Donated Materials)  
and Copyrights Therein

## EXHIBIT B TO DEED OF GIFT

### Terms and Conditions Applicable to Digital Materials Transfer

#### **1. Transfer and Ownership of Original or Duplicate Digital Donated Materials**

☐ **OPTION A – Carrier media donation:** The Donor hereby delivers into the permanent care and custody of the University the physical carrier media identified below, which contains Digital Donated Materials, which is attached hereto and made a part of the agreement; the Donor thereby grants the University the right to create exact duplicates of the Materials in print, audio, web, video, optical disc, photographic, digital and/or film format on said carrier media, which will include all system files, deleted files, or other hidden data; the Donor hereby warrants and guarantees that he/she has good title to the said Digital Donated Materials, and agrees to hold harmless and indemnify the University from all claims or damages arising out of any alleged defect in Donor's title to said Digital Donated Materials. The University will have ongoing ownership of the Materials and any copies made of the Digital Donated Materials.

Description of physical carrier media: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_(Donor initials)

☐ **OPTION B – Carrier media loan:** The Donor hereby agrees to allow the University to make exact duplicates of the Digital Donated Materials held on the physical carrier media identified below for the University's permanent use and possession. The Donor hereby warrants and guarantees that he/she has good title to the said materials, and agrees to hold harmless and indemnify the University from all claims or damages arising out of any alleged defect in Donor's title to said Digital Donated Materials. The University will have ongoing ownership of its copies of the Digital Donated Materials. The University will make arrangements with the Donors to receive the Digital Donated Materials in Charlottesville. While in the University's custody, the Digital Donated Materials will receive the same care and attention they would receive as the property of the University, but it is hereby understood and agreed that the University shall not be deemed responsible for any loss or damage to the Digital Donated Materials. The

Donor shall bear all risk of loss to the said Digital Donated Materials, resulting from fire, flood, and other casualty, and shall be solely responsible for insuring said Digital Donated Materials against the same. Digital Donated Materials that the Donor will retrieve after University copies have been made shall be made available for pick up by the University no later than \_\_\_\_\_ days from the date of deposit with the University for copying.

Description of physical carrier media: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_(Donor initials)

☐ **OPTION C – File transfer:** The Donor hereby agrees to allow the University to make exact duplicates of the Digital Donated Materials on the [ ]day of [month] using [transfer method, such as Dropbox, or hard drive transfer, etc.]. The Donor hereby warrants and guarantees that he/she has good title to the Digital Donated Materials, and agrees to hold harmless and indemnify the University from all claims or damages arising out of any alleged defect in Donor's title to said Digital Donated Materials. The University will have ongoing ownership then of this copy of the Digital Donated Materials.

\_\_\_\_\_(Donor initials)

## 2. Data Access; Passwords and Encryption

Donor grants the University the right to access all data from the Digital Donated Materials, including deleted files, log files, and systems files, and content protected by passwords or encryption. Donor understands and agrees that the University may utilize methods to bypass or unlock passwords and/or encryption protections in order to gain access to the data for preservation and scholarly purposes. Any restrictions on access to the Digital Donated Materials requested by the Donor will apply to any such recovered information.

## 3. Restrictions

The Donor reserves the right to restrict access to specific portions of the digital material for a limited term, provided such material and restrictions are identified in Exhibit A – Terms and Conditions Applicable to Donated Materials.