

**I. Gift Intentions**

[I/WE], [DONOR(S)], the undersigned donors of [CITY AND STATE], do hereby represent as follows:

(a) to the best of our knowledge, we as the donors are the owners of the [COLLECTION NAME] (hereinafter “the Collection”) more fully described below and in Attachment A, including any copyright and/or associated intellectual property rights such as we possess;

(b) to the best of our knowledge, there are no liens, encumbrances or other limitations that affect the Collection or the donors’ ability to transfer the Collection, except as described more fully in Section III below.

[I/WE] as [DONOR(S)], hereby give and grant to the University of Dayton, [COLLECTION NAME], as a donation for such scholarly and educational purposes as the University shall determine. The Collection will be held and maintained in the [DEPARTMENT NAME] of the University of Dayton Libraries.

**II. Collection Description**

[COLLECTION DESCRIPTION, including information about the creator; the collection’s significance to UD; the extent and nature of the materials; any associated title; when and where the materials were created; when the materials were published, if known; and any copyright registration date or number.]

**III. Gift Arrangement and Conditions**

[CONDITIONS, including information about transfer arrangements, restrictions, end-of-life arrangements, and/or other conditions.]

Any literary rights and copyrights such as the donors may possess in this property are hereby deeded to the University of Dayton.

Please see Attachment A for more detailed information about this special collection.

**IV. Use of the Collection**

The Collection shall be open to the research public and the University community, without restrictions, unless stated as follows:

[REFERENCE ANY USE POLICIES OR AGREEMENTS SIGNED BY RESEARCHERS.]

The Libraries may store, preserve, protect, and display the gift in accordance with standard archive or special collection practices; may organize, catalog, digitize and/or create a guide to the gift in accordance with the Library's practices and standard library, archive, or special collection practices.

[MENTION PLANS FOR USE IN CLASSES, EXHIBITS, ONLINE, ETC.]

**V. Deselected/Deaccessioned Materials**

Donor acknowledges that the [DEPARTMENT NAME] reserves the right to refuse and/or deaccession materials that are routine, duplicative, or outside of the collecting scope of the repository. While serious consideration is given to these decisions, [DEPARTMENT NAME] may refuse and/or deaccession materials at its sole discretion. Please check one of the following:

[DEPARTMENT NAME] may dispose of any materials not selected for permanent retention.

[DEPARTMENT NAME] shall offer to return deselected materials to Donor(s); however, if Donor(s) do not accept such materials within 90 days of their being tendered to it, [DEPARTMENT NAME] may dispose of them.

**VI. Complete Agreement/Modification**

This document and attachment(s) is a complete written agreement between the Donors and the University of Dayton which may only be modified by mutual written agreement.

**VII. Governing Law**

The parties recognize that the governing law for this agreement is that of the State of Ohio.

In full accord with the provisions of this Deed of Gift, [I AM/WE ARE]:

\_\_\_\_\_  
[DONOR NAME] date

\_\_\_\_\_  
[DONOR NAME] date

I hereby certify that the [DEPARTMENT NAME] of the University of Dayton Libraries has received and accepted the above described items.

\_\_\_\_\_  
[TITLE] date

**[FOR VERY SIGNIFICANT DONATIONS, INCLUDE THE BELOW SIGNATURES]**

For the University of Dayton:

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**Daniel J. Curran, Ph.D.**  
**President**

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date

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**Vice President, University Advancement**

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date