



# Elizabethtown College

## Deed of Gift Agreement

### Earl H. and Anita F. Hess Archives and Special Collections

I, the undersigned Donor, being the sole and absolute owner, permanently give, convey, and assign to Elizabethtown College, its agents, and successors all rights, title, and interest that I possess in the materials described below subject to any terms detailed herein.

I understand that the location, retention, cataloging, and preservation of the materials or other considerations relating to their use or disposition are at the discretion of the Hess Archives, Elizabethtown College in accordance with institutional policy and applicable laws.

#### 1. Description of Donation

(Please note size, subject matter, dates, and formats. Attach separate sheet if necessary.)

#### 2. Copyright Conveyance

I wish to assign to Elizabethtown College any and all intellectual property rights (e.g., copyrights) I control with regard to these donated materials, subject to the limitations, if any, stated below. I agree to execute an Assignment of Copyright agreement for these donated materials.

**Limitations:** \_\_\_\_\_

I wish to retain full ownership of all intellectual property rights (e.g., copyrights) for the donated materials, but grant to Elizabethtown College non-exclusive rights to authorize reproduction and use of these materials for non-commercial research, scholarly, or other educational purposes.

I do not own intellectual property rights for *any* of the donated materials.

To the best of my knowledge, the intellectual property rights are held by:

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_ **E-mail** \_\_\_\_\_

Regardless of choice noted above regarding copyright ownership, I grant Elizabethtown College a non-exclusive, royalty-free perpetual license:

- a. 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. Code ("Fair Use Rights").
- b. To display the materials in exhibitions, catalogs, college publications, or advertisements both on and off campus.
- c. To digitize the materials or use any technological substitute to preserve and provide access to the materials.
- d. To provide unrestricted access and use, including Internet or other wireless or digital access to the materials.

**3. Separations**

I agree that any items in the materials donated above which the Hess Archives determines to be inappropriate for the collection may be disposed of at the discretion of Elizabethtown College unless otherwise specified below.

**Special Instructions:** \_\_\_\_\_

**4. Future Donations**

This instrument will also serve to convey any further donations of materials that I wish to make to Elizabethtown at a later date, and each donation will be described in an addendum to this agreement.

**5. Credit Line**

(Please indicate how you would like to be acknowledged.)

**6. Donor Information**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ E-mail \_\_\_\_\_

**7. Donor's Signature**

\_\_\_\_\_ Date \_\_\_\_\_

**8. Acceptance by the College**

Representative of the Hess Archives, Elizabethtown College

\_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_