

Marist College Archives and Special Collections

GIFT AGREEMENT

Introduction

This agreement, made in duplicate between _____ (the Donor, understanding this term to encompass the Donor's legal representative) and the Marist College Archives and Special Collections of Marist College (the Library), gives, donates, and transfers to the Marist College Archives and Special Collections, under the below terms, physical ownership of certain materials, described as follows and collectively referred to as the materials:

Terms of Agreement

1. The Library agrees to protect and preserve to the extent feasible and consistent with the Library's usual practices the physical as well as the intellectual contents of the materials, but the Library assumes no responsibility in case of loss or damage by theft, fire, or any other cause whatsoever. The Library need not specially insure the materials covered by this agreement.
 2. The Library may arrange or rearrange these materials, according to accepted archival principles, to make them more accessible to researchers.
 3. The Library will respect the Donor's wishes, as stated below, regarding disposition of such materials as are deemed by the Library to be either duplicative of or inappropriate to the Library's holdings or better placed elsewhere. (Please indicate either that you want such materials returned to you or that you grant the Library permission to transfer or discard such materials as the staff sees fit.)
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4. The Donor may add other items from time to time, to be receipted for and covered by this agreement. This agreement may be amended by written documents accepted and signed by the Donor and the Library.

5. The Donor warrants that no other individual(s), institution(s), or other entity(ies) has (have) interest in the materials covered by this agreement except as stated below. (Please indicate, if appropriate, whether copyright has been waived by release form(s) or agreement(s) made with correspondent(s), interviewee(s), or other(s) represented in these materials.)

6. The Library undertakes to protect by the means set forth in this paragraph the Donor's interest in the intellectual contents of the materials in exchange for the permission hereby granted to allow (except as noted in Term 7 below) researchers both to examine the materials and to receive copies of specific items for personal use. Records pertaining to the use(s) of the Materials covered by this agreement will be kept by the Library, and, if copies are made, researchers ordering or making the copies will be required to agree in writing to use the copied items solely for personal research. Researchers will be advised as well that use for any other than personal research or educational instruction is regulated by the laws of copyright. The Donor shall be exempt from such restrictions in those cases where the Donor holds copyright.

7. The below itemized attachment(s) state the Donor's required restriction(s) on access and use of the materials or a stated portion them for specified period(s) of time and further state how access and use shall be permitted during the period(s) in which the restriction(s) pertain(s):

8. The Library may apply greater restrictions on access to all, or part, of the materials for ethical, legal, or preservation reasons.

9. The Library may, without notice or fee to the Donor, publish, in whatever form(s) it chooses, description(s) of, catalog(s) to, or other announcement(s) of the availability and contents of the materials in the usual and customary places and manners.

10. The Library may, without notice or fee to the Donor, make copies of any of the materials for purposes of preservation and, within the limits set forth in these Terms, public use.

11. Except for limited periods, when certain portions of the materials may be undergoing preservation treatment, the Donor has right of on-site access to the materials covered by this agreement at all times the Marist College Archives and Special Collections are open to the public. Further, the Donor may request copies of any of the materials covered by this agreement. The Donor shall be responsible for payment of the usual and customary charges for such copies except either as such charges may be waived in particular instances for courtesy copies of small numbers of pages or as provision of such copies may be deemed by the Library dangerous to the physical preservation of the original items that are to be copied.

12. If the Library should be judged to have failed to carry out its responsibilities under this agreement, and if the Donor or any other person seeks to enforce this agreement or claim damages for breach of it, the Library shall have the option of satisfying any obligation imposed upon it by this agreement by returning the given items (and all archival copies of same) to the Donor or the Donor's legal representative.

13. Further items of agreement covering this gift and not elsewhere mentioned above are as follows:

We, _____, hereby give the materials listed in the opening paragraph above or subsequently added under Term 4 above and agree to the other Terms set forth within this contract.

Signed for the donor: _____

Signed for the Library: _____

Date: _____