



DEED OF GIFT

This Agreement is made and entered into on _____ (the “Effective Date”) by and between

_____, (“Donor”), and The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology Library (“Georgia Tech Library”). Donor and Georgia Tech Library hereby agree as follows:

1. Description of Donated Collections.

Summary of donated Collections. See also in Exhibit A for detailed description.

The donated Collections may include Georgia Tech records (records belonging to Georgia Tech and created in the course of Georgia Tech business), personal records (non-Georgia Tech), or both.

___ The donated Collections contain Georgia Tech records only. Donor understands and agrees that all Georgia Tech records are already the physical and intellectual property of Georgia Tech and this agreement only transfers physical custody of the records to the Georgia Tech Library for preservation and access purposes.

___ The donated Collections contain personal records only.

___ The donated Collections contain both Georgia Tech and personal records. Donor understands and agrees that all Georgia Tech records are already the physical and intellectual property of Georgia Tech, and that the following transfer of ownership and intellectual property provisions apply only to the portion of personal records.

2. Transfer of Ownership.

Donor gives, grants, and transfers to Georgia Tech Library the Collections described in section 1 and Exhibit A and all incidents of absolute ownership Donor possesses in the Collections according to the terms and conditions set forth below and the method described in Exhibit B:

- A. Donor expressly represents and warrants that he/she/they is the sole lawful owner of title to the Collections, or is the representative of the lawful owner, and is empowered to enter into this agreement.
- B. Donor further represents that the Collections are free and clear from any and all encumbrances, that there has been no prior pledge, option, or gift of any part thereof to any person, and that the Donor has the right to give or transfer the Collections.
- C. Donor acknowledges that upon execution of this agreement, the Collections irrevocably becomes the property of Georgia Tech Library. The display, use, maintenance, and disposition of the Collections are at the sole discretion of the Georgia Tech Library.

- D. Donor agrees to
- place the Collections exclusively with the Georgia Tech Library. Donor agrees not to place the Collections with other institutions, or
 - place the Collections nonexclusively with the Georgia Tech Library. Donor may place the Collections with other institutions.
- E. Donor represents and warrants that no customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the Collections, or its export or import, have been broken.
- F. Donor represents and warrants that there are no claims, judgments, liens, or other encumbrances of any kind whatsoever against the Collections, and portion of the Collections, or title to it.
- G. Donor acknowledges and understands that Georgia Tech Library does not advise Donor on tax matters and suggests that the Donor direct any questions regarding donations as charitable contributions to the Donor's tax advisor or an office of the Internal Revenue Office. Georgia Tech Library does not appraise donations for tax purposes.
- H. Donor will defend, indemnify, and hold Georgia Tech Library harmless from claims or allegations arising from or relating to conduct that would constitute a breach of the Donor's warranties or representations herein as established.

3. Intellectual Property.

A. *Intellectual Property Interests*

This section addresses copyright, literary rights, artistic rights, or other intellectual property rights that may be associated with the Collections before the donation. Please check one of the following:

- Donor owns or controls all intellectual property rights in **all** the Collections by virtue of being its creator or by other means of having acquired these rights.
- Donor owns or controls intellectual property rights in **some of** the Collections by virtue of being its creator or by other means of having acquired these rights. Please indicate in Exhibit A in what part(s) of the Collections that Donor owns or controls intellectual property rights and the nature of these rights.
- Donor does not own or control intellectual property rights in any of the Collections.
- Georgia Tech owns or controls all intellectual property rights in **all** the Collections by virtue of being its creator or by other means of having acquired these rights.
- Georgia Tech owns or controls intellectual property rights in **some of** the Collections by virtue of being its creator or by other means of having acquired these rights. Please indicate in Exhibit A in what part(s) of the Collections that Georgia Tech owns or controls intellectual property rights and the nature of these rights.

B. *Intellectual Property Conveyance*

To the extent that the Donor owns or controls intellectual property rights in some or all of the Collections:

___ Option 1: Donor gives, grants, and transfers to Georgia Tech Library all intellectual property rights that he/she/they owns or controls in the Collections, including rights to reproduce, adapt, publish, perform, or publicly display the Collections, subject to the limitations, if any, stated below

Limitations:

___ Option 2: Donor does not give, grant, or transfer to Georgia Tech Library intellectual property rights in the Collections, but grants Georgia Tech Library an irrevocable perpetual royalty-free worldwide license to use and copy the works of the Collections, individually or collectively, for educational, preservation, and not-for-profit purposes, in all media now known or hereafter created and to provide access to a digital copy of the works of the Collections via Georgia Tech web servers. This license is:

___ Exclusive to Georgia Tech Library ONLY, or

___ Non-exclusive (Donor may grant the same license to parties other than Georgia Tech Library)

___ Option 3: Donor does not give, grant, or transfer to Georgia Tech Library intellectual property rights in the Collections, but agrees to place a [Creative Commons Attribution, Non-commercial license \(CC BY-NC\)](#) on the Collections, which grants Georgia Tech Library (and any other parties) a nonexclusive right to use these materials for non-commercial research, scholarly, or other educational purposes pursuant to that license.

___ Option 4: Donor agrees to dedicate to the public domain via the [Creative Commons Public Domain Dedication \(CCO\)](#) any Collections materials for which Donor owns copyright, which means Donor waives all interests in those materials worldwide and enters them into the public domain. Georgia Tech Library and any other parties will be permitted to use those materials for any purpose (including for commercial purposes).

___ Option 5: Other intellectual property agreement (describe):

4. Preservation and Access to the Collections.

- A. Donor understands and agrees that the location, retention, cataloging, preservation, disposition, and access of the Collections by Georgia Tech Library will be conducted in its discretion, in accordance with Georgia Tech policy and with applicable law. Common discretionary uses by Georgia Tech Library include, but are not limited to, preservation, exhibition, digitization for preservation and access purposes, copying and migration for preservation purposes, and making works available and full-text searchable (including Internet or other digital access) for research and scholarship.
- B. Donor explicitly permits Georgia Tech Library to create metadata about the Collections. Georgia Tech Library owns the copyright in any metadata created and may choose to waive that right to place metadata in the public domain.

- C. Georgia Tech Library will endeavor to preserve and provide access to the Collections, pursuant to its policies and procedures. Unless provided otherwise in this agreement, Georgia Tech Library is under no obligation to provide access to the Collections, particularly if doing so would cause financial or health and safety concerns (such as costly restoration or documents with mold).
- D. Georgia Tech Library may contract with outside parties to store, evaluate, manage, digitize, and or analyze materials in the Collections.
- E. **Sensitive Information and Access Restrictions.** Some or all of the Collections may contain sensitive materials and require access restrictions. It is the responsibility of the Donor to inform Georgia Tech Library, in Exhibit C of this agreement, as specifically as possible, of any material that requires redaction, embargo, or restriction due to sensitive or private information (social security numbers, medical records, etc.). Other than restrictions prescribed in certain state and federal statutes (e.g. FERPA, HIPAA, and the Georgia Open Records Act) and Donor requested restrictions documented in this agreement, Georgia Tech Library is under no obligations to make determinations on which material may require redaction, embargo, or restriction. It is also the Donor's responsibility to outline in Exhibit C of this agreement all restrictions that must be placed on any materials, including who may access the materials during any period of restriction and when that restriction expires.

___ The Collections does not contain sensitive information, and access to the Collections does not need to be restricted.

___ Some materials in the Collections contain sensitive information, and access to those materials should be restricted. See Exhibit C for details.

- F. While libraries and archives may sometimes have power to restrict access to materials, Georgia Tech is a public institution, and as such, its property may be subject to open records requests. Georgia Tech Library may attempt to claim legitimate exemption to open records requests while materials are embargoed or restricted, but there is no guarantee that any such claims would be honored by a court.
- G. Donor will indemnify, defend and hold the Georgia Tech Library harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney's fees, which arise from the access and use of the Collections by third parties (e.g. researchers).
- H. **Credentials and Permissions.** If the Collections contain digital materials that are protected by passwords, logins, encryption, or other restrictions, Donor grants Georgia Tech Library permission to use passwords, logins, or other access keys (described in Exhibit D) in order to access the Collections.

___ Donor declines to supply passwords, logins, or other access keys for Georgia Tech Library to access digital materials that are protected by passwords, logins, encryption, or other restrictions but authorizes Georgia Tech Library to decrypt passwords or encryption systems, if any, to gain access to data received as part of the Collections.

___ Donor declines to supply passwords, logins, or other access keys for Georgia Tech Library to access digital materials that are protected by passwords, logins, encryption, or other restrictions. Donor agrees that Georgia Tech Library will discard these digital materials.

- I. **Disk Imaging.** Disk imaging is one of many established best practices used by archivists to preserve materials. A disk image is a sector-by-sector copy of data that replicates the structure and content of data. The Donor acknowledges that forensic imaging procedures may uncover information that was once deleted or overwritten by Donor and that imaging procedures may be used by Georgia Tech Library to preserve the Collections in accordance with standard archival practices. By donating the Collections, Donor grants Georgia Tech Library permission to use imaging procedures in order to preserve the Collections. The following outlines the Donor's preferences regarding researcher access to the Collections that may be discovered by Georgia Tech Library via disk imaging:

Disk imaging may recover deleted files. Does Georgia Tech Library have your permission to provide access to these files, if they are recovered?

Yes

Yes, under the following conditions:

No

Disk imaging may recover log files, system files, and other files that document use of computers or systems. Does Georgia Tech Library have your permission to provide access to these files, if they are recovered?

Yes

Yes, under the following conditions:

No

5. Notices.

Whenever under the terms of or in connection with this Agreement any notice, consent, approval, authorization, or other information is proper or required to be provided by either party, such notice, consent, approval, authorization or other information shall be addressed as follows:

If to Georgia Tech Library:

266 4th Street NW
Atlanta, GA 30332-0900
(404) 894-4586
archives@library.gatech.edu
www.library.gatech.edu/archives

If to Donor:

6. Signatures.

Donor: _____

The Board of Regents of the University System of Georgia by and on behalf of Georgia Institute of Technology Library: _____

Exhibit B

METHOD OF TRANSFER

Donated Collections will be transferred via the following method(s) (select all that apply):

- Archivist will capture/collect donated Collections on-site, with Donor.
- Archivist will capture/collect donated Collections from Donor's computer via remote desktop application or similar software.
- Donor will transmit the donated Collections to the Archivist on external storage medium/media (such as flash drive, external hard drive, optical media, etc.), supplied by the Donor. The external storage medium/media will be donated as part of the donated Collections.
- Donor will transmit the donated Collections to the Archivist on external storage medium/media (such as flash drive, external hard drive, optical media, etc.), supplied either by the Donor or by the Archivist. If the storage medium/media is supplied by the Donor, it will be temporarily loaned to the Archives for the period of data capture.
- Donor will transmit the entire computer (or other complete hardware device with internal storage) to the Archivist. The computer/device will be donated as part of the donated Collections.
- Donor will transmit the entire computer (or other complete hardware device with internal storage) to the Archivist. The computer/device will be temporarily loaned to the Archives for the period of data capture.
- Donor will transmit donated Collections to Archivist via network transfer (such as donor's web server, SFTP transfer to Library server, Dropbox, Google Drive, submitted directly to the Library's digital repository, etc.).
- Other (describe):

Details of transfer for method(s) selected above, including planned date(s) and location(s) of transfer, and device(s) that will be used for the transfer, etc.:

Exhibit C

MATERIALS THAT MAY CONTAIN SENSITIVE INFORMATION AND REQUIRE ACCESS RESTRICTION (Attach additional sheets as necessary.)

Title/description of material	Type of sensitive information	Length of access restriction and date of termination	Reasons for access restriction	Persons who may access materials during period restriction/embargo
<i>List as specifically as possible: e.g. document, file, or folder title</i>	<i>Examples of possibly sensitive information: Social Security numbers, medical records, student records, materials covered by attorney-client privilege, research data related to human subjects, federally classified materials, etc.</i>	<i>If access to the material must be restricted/embargoed (either completely or restricted to certain persons), for how long must it be restricted, and when will that restriction terminate? (YYYY-MM-DD)</i>	<i>(e.g. FERPA, HIPAA, etc.)</i>	<i>(e.g. none, Donor, heir, donating department, etc.)</i>

Exhibit D

CREDENTIALS AND PERMISSIONS (Attach additional sheets as necessary.)

Title/description of material to be accessed using password, login, or other access key (as specific as possible: e.g. social media account name, document, file, or folder title, etc.)	Username, password, login, and/or access key