



Department of Special Collections and University Archives  
2933 East 6<sup>th</sup> Street, Tulsa, OK 74104-3123  
Phone: 918.631.2496 Fax : 918.631.5022

## DEED OF GIFT

Revised 4/16/2014

Before sending your gift, please contact the Department of Special Collections to ensure your gift fits into the collection development policy for Rare Books and Manuscripts collection, or the University Archives. You may also want to examine the document *Explanation of Deed of Gift*.

After you have discussed your gift with us, and we have agreed to accept it, please print and fill out this form, and bring it in with your donation.

1. I, \_\_\_\_\_, hereby give, donate, and convey to The University of Tulsa, McFarlin Library, Department of Special Collections and University Archives, and for administration therein by the authorities thereof the materials, including any future additions to those materials that I may from time to time send to, which are described below for inclusion in McFarlin Library Special Collections.

2. I affirm and attest that I own, or legally represent the owner of, the materials described below. As the owner, or legal representative of the owner, of these materials, I voluntarily donate ownership, all legal title, property rights to the materials described below (and any future additions), to The University of Tulsa, which shall occur upon delivery to the University. Upon transfer to the University of Tulsa the property is granted irrevocably and absolutely to the University of Tulsa. The date of the transfer will be at the date both I and the representative of The University of Tulsa, McFarlin Library have signed this agreement, or at any other time agreed upon by both parties and stipulated in Appendix A.

3. Name and Description of Collection/Gift:

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4. It is understood that the purpose and intent of this gift is to transfer and assign all rights, title and interest I possess to these materials to the Library, unless otherwise stipulated in **Appendix A** or below.

5. With regards to the literary rights, copyrights, moral rights, display rights, etc, for original materials, photographs, or similar materials in this collection that I have created and am giving to The University of Tulsa, McFarlin Library:

\_\_\_\_\_ I, my heirs, and my estate shall retain title to such literary property rights (such as copyright, display rights, moral rights, etc.) as I may possess.

\_\_\_\_\_ I, my heirs, and my estate shall retain title to such literary property rights (such as copyright, display rights, moral rights, etc.) as I may possess, until my death, at which time it is understood that my estate will by this instrument relinquish title to such literary property rights (copyright) as I may possess.

\_\_\_\_\_ I, my heirs, and my estate hereby relinquish title to such literary property rights (such as copyright, display rights, moral rights, etc.) as I may possess.

\_\_\_\_\_ Other. Please be specific: \_\_\_\_\_

6. The University of Tulsa, McFarlin Library, Department of Special Collections and University Archives is authorized to display or loan any donated materials for non-profit exhibitions both on and off campus. Materials may be used to illustrate exhibition catalogs and College publications. Materials may be digitized and displayed on the Internet as The University of Tulsa, McFarlin Library, Department of Special Collections and University Archives deems appropriate.

7. It is my wish that the papers and other materials donated to The University of Tulsa, McFarlin Library by the terms of this agreement be made available for research in the University of Tulsa, McFarlin Library as soon as they have been received, arranged and cataloged. The materials shall be made available for research purposes in accordance with the regulations and policies of The University of Tulsa, McFarlin Library governing the use of manuscript materials for research purposes. It is my understanding that the following materials shall be cared for in a manner which will, in the judgment of the University, best provide for its physical preservation and at the same time make it most readily available to persons qualified to use manuscripts and records in the Department of Special Collections and University Archives. At any time hereafter, the donor shall be permitted to examine any of the materials upon making an appointment with the Department of Special Collections and University Archives, or using other standard access procedures.

8. The University of Tulsa, McFarlin Library, Department of Special Collections and University Archives may use its discretion to sell, trade or dispose of any duplicate or inappropriate material in the collection that it determines has no permanent value or historical interest. Unless instructions to return unwanted materials to the donor are stated below, this material will be de-accessioned and discarded.

9. I understand that I may use this gift for tax purposes. Any valuation or appraisal made regarding for this gift is my responsibility and not the responsibility of The University of Tulsa, employees or other representatives:

\_\_\_\_\_ I do not wish to make a valuation of this gift for tax purposes.

\_\_\_\_\_ I wish to make a valuation of this gift for tax purposes of \$\_\_\_\_\_. I understand that I will further require further paperwork and will placed in contact with The University's Office of Institutional Advancement. If there is an inventory of the collection made by an appraiser, this should be supplied with this signed deed of gift.

10. It is further agreed and understood that the University of Tulsa, McFarlin Library shall incur no financial encumbrances of any kind with this gift.

11. The foregoing gift of property is accepted on behalf of The University of Tulsa, McFarlin Library, Department of Special Collections and University Archives, subject to the terms and conditions heretofore set forth.

12. This form constitutes a full agreement by and between the undersigned parties. No amendments, deletions or modifications to this agreement shall be valid unless stated in writing and signed by the undersigned parties.

13. I have received a copy of this Deed of Gift and agree to all terms and conditions as stated, indicated by my signature below. In full accord with the provisions of this deed of gift, I hereunto set my hand:

Signature of Legal Agent/Donor: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Legal Agent/Donor: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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McFarlin Library, and/or, the Department of Special Collections and University Archives, on behalf of University of Tulsa, gratefully acknowledges receipt of this gift and agrees to the stipulations outlined above (and in Appendix A *(optional)*).

Accepted:

The University of Tulsa, Dean of the Library:

\_\_\_\_\_ Date: \_\_\_\_\_

or

The University of Tulsa, Associate Dean of the Library:

\_\_\_\_\_ Date: \_\_\_\_\_

or

Librarian of Special Collections and University Archives, The University of Tulsa, McFarlin Library:

\_\_\_\_\_ Date: \_\_\_\_\_

