

**UNIVERSITY OF WASHINGTON LIBRARIES**  
**Special Collections Division**  
Explanation of Deed of Gift

The enclosed Deed of Gift form is designed to legally assign to the University of Washington a collection of personal papers or other materials, which you as a Donor are giving to the University Libraries for care and administration. Besides expediting the transfer of title to the papers, the Deed of Gift serves to define the terms of transfer.

*Name and Description of Collection* The "Name" and "Description" portions of this section will be completed by a Division representative. The "Description" of the donation will state the type of material transferred.

*Assignment of Copy Rights* To enable scholars to quote readily from papers and utilize graphic materials, we encourage Donors to transfer their copyright in unpublished writings and other original materials to the University of Washington Libraries whenever possible. Researchers who wish to quote for publication from unpublished papers must obtain the permission of the copyright owner. Since authors and their heirs are often difficult for researchers to locate, obtaining permission to quote may be a difficult, even futile task. Consequently, researchers are unable to use research materials in their publications.

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*Change in Provisions* If the Donor feels that any terms in the agreement should be deleted, the Donor may line them out and initial the selection in the margins. Before doing so, and before adding any new provisions, the Donor should discuss any special terms with the Division representative to make certain the terms are workable.

*Distribution and Disposition of Material* In order to insure maximum use of a donation the Special Collections Division reserves the right to reassign and dispose of materials contained in a collection as Special Collections deems most suitable. In some instances, a donation may contain material not appropriate for Special Collections to retain, that may be more appropriate in another archive, or that may be duplicates. Donors may make arrangements to have this material returned.

*Additional Terms and Conditions* In rare instances, donors may wish to restrict access to a collection, or portion of a collection. Any restrictions should be for a finite period of time, with the date after which the collection will become open to use included in the terms. The Donor should clearly indicate the materials to be restricted, with an end date, in the space provided for additional terms and conditions. For example, "Diaries closed to all users until January 1, 2010." A separate sheet can be attached if needed. Note that the majority of Donors do not place restrictions on their papers. Donors should discuss special terms with a Division representative to make sure they are workable.

Donors may apply specific limitations to the assignment of copyright in the Additional Terms and Conditions section of the Deed. Possible terms include: "Copyright retained during my lifetime", or "Copyright retained until \_\_\_\_\_ (specific date)." If the Donor desires to retain all the copyrights, the section pertinent to the transfer of such rights may simply be crossed out and initialed.

*Confirmation of Receipt of Gift* This final section of the Deed of Gift serves to formally confirm the receipt of a donation of materials under the terms specified by the Donor. Future additions will be acknowledged by letter.

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Special Collections Division

DEED OF GIFT

I, the undersigned Donor, hereby donate and convey to the University of Washington Libraries the following materials:

Name of Collection: \_\_\_\_\_

Description of Collection: \_\_\_\_\_

I hereby transfer, convey and assign any literary rights, copyrights, or other rights that I possess to the contents of the above named materials (including future additions I may make to them) to the University of Washington Libraries within the limits stated below.

The UW Libraries may allow reproduction of these materials within the limits stated below.

These materials and any future additions I may make to them shall be accessible to all persons, including undergraduates and the general public, from the date of this gift subject to the terms and conditions stated below.

The University of Washington Libraries may use its discretion in disposing of materials considered inappropriate for archival retention. Unless other arrangements are made, the Libraries will reassign or dispose of unwanted materials contained in a collection.

Additional terms and conditions:

\_\_\_\_\_  
\_\_\_\_\_

I have received an explanation of all terms and conditions of this Deed of Gift and agree to them as indicated.

Donor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Donor's Name, Printed: \_\_\_\_\_

Donor's Address: \_\_\_\_\_

\_\_\_\_\_ Telephone: \_\_\_\_\_

Donor's E-mail: \_\_\_\_\_

Special Collections, on behalf of the University of Washington Libraries, gratefully acknowledges receipt of this gift and agrees to the above outlined stipulations.

For Special Collections Division of the University of Washington Libraries:

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