

**SAINT LOUIS UNIVERSITY LIBRARIES
DONOR AGREEMENT**

I, the undersigned DONOR, give, grant, and transfer to Saint Louis University Libraries the PROPERTY described below in section 2 and all incidents of absolute ownership I possess in the PROPERTY according to the Terms and Conditions set out in section 5.

1. Donor Information

Name: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Email Address: _____

2. Description of Property

(Attach additional sheets as necessary.)

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 PROPERTY being given by the DONOR. Please check one of the following.

- ❑ The DONOR owns or controls intellectual property rights in some or all of the PROPERTY by virtue of being its creator or by other means of having acquired these rights. If intellectual property rights are owned or controlled in part of the whole, please indicate on a separate sheet in what part(s) of the PROPERTY the DONOR owns or controls intellectual property rights and the nature of these rights.

- ❑ The DONOR does not own or control intellectual property rights in any of the PROPERTY.

B. Intellectual Property Conveyance

To the extent that the DONOR owns or controls intellectual property rights in some or all of the PROPERTY

- ❑ The DONOR gives, grants, and transfers to Saint Louis University Libraries all intellectual property rights that he/she owns or controls in the PROPERTY, including rights to reproduce, adapt, publish, perform, or publicly display the PROPERTY, subject to the limitations, if any, stated below

Limitations: _____

- ❑ The DONOR does not give, grant, or transfer to Saint Louis University Libraries intellectual property rights, but gives permission for Saint Louis University Libraries to make copies for users of the PROPERTY for scholarship and research purposes, and to display or publish text or images in exhibition materials, such as catalogues and promotional materials, or on its website

4. Restrictions on Use and Access

It is the DONOR's wish that the PROPERTY be made available for research, in accordance with standard special collections practices, without any limitation or restriction and may be cited, quoted from, or reproduced within the limitations of fair use, with the following exceptions:

- Permission to publish must be obtained from the DONOR
 - Other (specify): _____
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5. Terms and Conditions of Agreement

Saint Louis University Libraries accepts the PROPERTY (and, if applicable, intellectual property) described above according to the following terms and conditions:

- a.) By execution of this agreement, the DONOR expressly represents and warrants that he/she is the sole lawful owner of title to the PROPERTY, or is the representative of the lawful owner, and is empowered to enter into this agreement.
- b.) The DONOR further represents that the PROPERTY is 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 PROPERTY.
- c.) The DONOR acknowledges that upon execution of this agreement, the PROPERTY irrevocably becomes the property of Saint Louis University Libraries. The display, use, maintenance, and disposition of the PROPERTY are at the sole discretion of Saint Louis University Libraries.
- d.) The DONOR represents and warrants that no customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the PROPERTY, or its export or import, have been broken.
- e.) The DONOR represents and warrants that there are no claims, judgments, liens, or other encumbrances of any kind whatsoever against the PROPERTY, and portion of the PROPERTY, or title to it.
- f.) The Internal Revenue Service has determined that Saint Louis University Libraries is organized and operated exclusively for educational purposes and is exempt from federal income tax pursuant to Section 501(a) and (c)(3) of the Internal Revenue Code. Saint Louis University Libraries does not advise donors 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. Saint Louis University Libraries does not appraise donations.

g.) The DONOR will defend, indemnify, and hold Saint Louis University Libraries 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.

DONOR Signature		Date

ACKNOWLEDGMENT OF RECEIPT:

Name and Title of Department Member Receiving Gift		Date

Telephone		Email

ACCEPTANCE FOR SAINT LOUIS UNIVERSITY LIBRARIES SPECIAL COLLECTIONS

Gregory A. Pass, Ph.D., M.A.L.S. Assistant Dean for Special Collections 314-977-3096 passga@slu.edu		
		Date

ACCEPTANCE FOR SAINT LOUIS UNIVERSITY LIBRARIES:

David E. Cassens, M.A., M.L.I.S. Dean of Libraries 314-977-3100 dcassens@slu.edu		
		Date