



3690 EAST AVENUE, ROCHESTER NEW YORK 14618

## DEED OF GIFT

I, the undersigned Donor, hereby donate and convey to the Trustees of St. John Fisher University ("St. John Fisher University"), subject to the Terms and Conditions attached hereto, all rights, title, and interest that I possess in the physical property described in Section 2 of this Deed, below.

### 1a. Donor Information:

<b>Name:</b>		
<b>Mailing address:</b>		
<b>City</b>	<b>State</b>	<b>Zip</b>
<b>Telephone number:</b>		<b>Email:</b>

**1b. Credit Line:** Gift of \_\_\_\_\_

### 2. Description of the Property:

### 3. Materials transferred to St. John Fisher University on:

### 4. Donor Acquisition Information:

The Property was previously held by Donor as:

## 5. Intellectual Property & Conveyance

This section deals with copyright, literary rights, artistic rights, or patents (collectively, “Intellectual Property Rights”) that may be associated with the physical materials being donated. Please check one of the following:

**A)** I control the Intellectual Property Rights in some or all of the donated materials. (Please indicate on a separate page the materials for which you control the Intellectual Property Rights and the nature of your rights [e.g. copyright, sole/joint owner, heir, literary executor, etc.] )

**B)** I do not control the Intellectual Property Rights in any of the donated materials. To the best of my knowledge, the Intellectual Property Rights are controlled by:

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

Contact Information: \_\_\_\_\_

If **A)** is checked above, please also complete this sub-section:

For those items that I control Intellectual Property Rights, by checking this box I have indicated that I wish to transfer, convey and assign to St. John Fisher University all Intellectual Property Rights that I control in the described materials.

For those items that I control Intellectual Property Rights, by checking this box I have indicated that I do not wish to transfer these rights.

## 6. Donated Materials Care

The following is a list of services Lavery Library will provide regarding your donation.

1. The donation will be organized, physically stabilized, and preserved.
2. The donation will be available to researchers after it is organized, physically stabilized, and prepared for use.
3. When applicable, researchers will be alerted to existing copyright relating to the donation and will include such statements in the record and/or finding aid.
4. Confidential files will be permanently maintained documenting the acquisition of the donation and its use.

### **Terms and Conditions**

St. John Fisher University has accepted Donor's gift of Property (and, if applicable, Intellectual Property) listed above, subject to the following terms and conditions.

1. By execution of the Deed of Gift, Donor expressly represents and warrants to St. John Fisher University that he or she is the sole lawful owner of title to the Property or that Donor is fully authorized by such owner to enter into this Deed of Gift. 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 Donor has the right to give or transfer the property.
2. Donor acknowledges that upon execution of this Deed of Gift, the Property, irrevocably, becomes the property of St. John Fisher University. The display (including online collections), use, maintenance, and disposition of the Property are at St. John Fisher University's sole discretion.
3. Donor represents and warrants that no customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the Property, its export or import, have been broken.
4. Donor represents and warrants that there are no claims, judgments, liens, or other encumbrances of any kind whatsoever against the Property, any portion of the Property, or title to it.
5. The Internal Revenue Service has determined that St. John Fisher University 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. St. John Fisher University does not advise donors on tax matters and suggests that Donor direct any questions regarding donations as charitable contributions to Donor's tax advisor or an office of the Internal Revenue Service. St. John Fisher University does not appraise donations but will make the Property available for appraisal upon the request of the donor.
6. Donor will defend, indemnify, and hold St. John Fisher University harmless from claims or allegations arising from or relating to conduct that would be a breach of Donor's warranties or presentations herein if established.

---

Donor's Signature

Date

---

Lavery Library Representative

Date