



Lavery Library Special Collections & Archives
St. John Fisher University
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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.

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1.a. Credit Line

2. Description of the Property

3. Date St. John Fisher University or its Agent Took Possession of Material

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The Property was acquired by Donor on (date) _____ by (check one below):

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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:

- 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.)

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- 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.

- I do not control the Intellectual Property Rights in any of the donated materials.

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6. Financials

By this agreement I also donate the sum of \$_____ dollars, to assist in defraying any costs of maintenance of the property described above.

I believe the value of this gift to be \$ _____

7. Donated Materials

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.

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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.
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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