# Practices for U-M departments using this gift agreement

This gift agreement template is based on a [Model Deed of Gift](http://publications.arl.org/rli279/5) provided courtesy of the Association of Research Libraries, and adapted from a form developed at the University of Minnesota Libraries. It has been approved by the University of Michigan Office of General Counsel for use when working with donors of library, museum, and archival collections. If your unit or department uses this gift agreement template, the following considerations and practices are important to remember:

* If you use this gift agreement template, keep the signed copy. Ensure that your successors will be able to find it by processing it through the Office of University Development Gift and Records Administration and making sure a copy is imaged to the donor’s record.
* Any substantive changes made to the text of the gift agreement template, including during negotiations with donors, should be reviewed by the Office of General Counsel.
* If you use this template, remember to follow university and unit [policy regarding signature authority](http://spg.umich.edu/policy/601.24).
* Donors can only license or transfer copyright in materials when they hold sufficient rights in those materials. Not all donors will hold rights in donated materials (nor will they necessarily understand or be aware of the rights they do or do not have). This gift agreement template provides a mechanism for precisely identifying those donated materials in which the donor holds copyright and thus is in a position to license or transfer copyright in the materials. Documenting this information as accurately as possible can often help us do more with donated materials.
* Some donors may want to transfer copyright in donated materials; other donors may wish to retain copyright and apply a more limited license to the materials. In addition to providing an option for donors interested in transferring copyright to the University of Michigan, this template offers a range of licenses that can be applied to the donated materials. If none of these options are acceptable to a donor, you should consult with the Library Copyright Office or the Office of General Counsel.
* If you have any questions about this gift agreement template, please contact the Library Copyright Office at [copyright@umich.edu](mailto:copyright@umich.edu).

Note: Your unit or department may have additional instructions or procedures related to gifts; consult them when available. The practices above are meant to describe a baseline; they are not intended to circumscribe department or unit practices.

# Gift Agreement

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Donor)

I irrevocably and unconditionally hereby donate and transfer to the Regents of the University of Michigan (“University”) tangible personal property described in Attachment A (the “Donated Materials”).

I understand and agree that disposition and use of the Donated Materials by the University will be at its discretion, in accordance with University policy and applicable law. Common uses include, but are not limited to, exhibition, display, digitization for preservation and access purposes, and making works available for research and scholarship.

I am transferring all rights, title, and interest in the physical Donated Materials. Below is my statement regarding my copyright interest in and transfer of copyright in the Donated Materials.

## My Copyright Interest in the Donated Materials

To the best of my knowledge, for Donated Materials that are not in the public domain, (please select **only one** of the following statements):

☐ I hold all copyrights in the Donated Materials (e.g., all works were created by me, or I acquired the copyrights in all Donated Materials).

☐ I hold copyrights in some of the Donated Materials, but the Donated Materials also contain works for which other individuals or organizations hold copyright. I hold copyright in the Donated Materials described in Attachment B.

☐ I hold none of the copyrights in the Donated Materials.

## Transfer or license of copyright

Please select **no more than one** of the following options. Note: These options do not apply to any Donated Materials listed in Attachment C.

☐ I transfer to the University any and all copyrights I hold in the Donated Materials.

☐ I retain any and all copyrights I hold in the Donated Materials, but I license any and all copyrights I hold in the Donated Materials to the public under the terms of the [Creative Commons Attribution 4.0 license (CC BY 4.0)](https://creativecommons.org/licenses/by/4.0/legalcode).

☐ I retain any and all copyrights I hold in the Donated Materials, but I license any and all copyrights I hold in the Donated Materials to the public under the terms of the [Creative Commons Attribution NonCommercial 4.0 license (CC BY-NC 4.0)](https://creativecommons.org/licenses/by-nc/4.0/legalcode).

## Limited license to the University

I do not transfer copyright in the Donated Materials listed in Attachment C. To the extent that the University’s uses are not already permitted by law, I grant the University an irrevocable, non-exclusive, royalty-free, worldwide, and perpetual license to use the Donated Materials.

## Preferred attribution (optional, to be used for those items where the donor holds rights and is applying a Creative Commons license)

Attribution for exhibition, publication, or other purposes should read:

**[insert preferred attribution here]**

## Modifications

I agree that any modifications to this Gift Agreement must be in writing and signed by me and the University.

## Governance

I understand that the University will strive to use my gift for its intended purpose in accordance with University bylaws and policies, as well as applicable law. I understand that the University will administer my gift diligently in accordance with the requirements of this Gift Agreement, but if changes develop in the course of time, I understand that the University will use my gift as closely as possible to the purpose stated in this Gift Agreement, which shall be governed by Michigan Law.

## Signatures

I represent and warrant that I am the owner of the Donated Materials described in this Gift Agreement; that I have full right, power, and authority to give, transfer, and/or license the Donated Materials as described herein; and that the information I have provided is accurate.

Donor Name:

Address:

Email Address:

Phone:

Signature:

Date of Donation:

The University accepts the gift, transfer, and/or license of the Donated Materials in accordance with this Gift Agreement.

**On Behalf of the Regents of the University of Michigan**

By: Date:

**[NAME]**

**[POSITION]**

# Attachment A: Donated Materials

Describe or list all Donated Materials. Donated Materials in which the Donor holds copyright should also be described in Attachment B. If the Donor does not wish to transfer copyright or apply a license to certain Donated Materials, these should also be listed in Attachment C.

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# Attachment B: Donated Materials in which the Donor holds copyright

Describe or list all Donated Materials in which the Donor holds copyright.

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# Attachment C: Donated Materials not subject to copyright transfer or license

Describe or list all Donated Materials in which the Donor does not wish to transfer copyright or apply a Creative Commons license. These Donated Materials will be subject to the limited license to the University described in the Gift Agreement.

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# More information about the Creative Commons Licenses

Below, you will find brief descriptions of the Creative Commons licenses used in this Gift Agreement, from the Creative Commons website. For more information, visit the Creative Commons [About the Licenses](https://creativecommons.org/licenses/) webpage at: creativecommons.org/licenses/. To see the full language of each license, visit the Creative Commons website and view the “Legal Code” for the license.

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