

DEED OF GIFT

In accordance with and subject to the terms and conditions hereinafter set forth, **[Donor Name]** ("Donor") does hereby give, transfer, and deliver to the Moravian Archives of the Moravian Church in America, Southern Province ("MCSP Archives") all right, title, and interest in and to these certain personal papers, records, and other materials ("Materials") as described in Exhibit A so that MCSP Archives may preserve and make the Materials available for study, research, and use.

Terms of Transfer

- 1. Donor agrees not to sell, donate, or deposit at any other institutions the Materials hereby transferred to MCSP Archives, including digital files and copies.
- 2. MCSP Archives reserves the right to inspect the Materials upon receipt for physical condition and completeness and prior to acknowledgement of gift. The risk of damage or loss to the Materials will pass to MCSP Archives upon transfer of physical custody.
- 3. Donor retains any copyrights, rights of publicity or privacy, or other intellectual property rights that Donor may own or otherwise hold or control in the Materials ("Donor's IP Rights"). With respect to Materials to which Donor's IP Rights apply, Donor grants to MCSP Archives a non-exclusive, royalty-free (no cost to MCSP Archives), world-wide and perpetual license to copy, distribute (via downloadable copies and otherwise), modify for display and display such Materials in print, digital, and online formats, now known or later developed, to the extent necessary to preserve and steward the Materials, to publicize and promote use of the Materials, and to make the Materials available for study, research, and exhibition. The foregoing license shall include the right to digitize Materials originally received in non-digital formats, as reasonably necessary for MCSP Archives to exercise the other rights granted in this Agreement. Donor or Donor's representatives shall respond to MCSP Archives' reasonable requests for information and shall otherwise assist MCSP Archives in identifying the Materials to which Donor's IP Rights apply. MCSP Archives may receive compensation in the exercise of the foregoing rights in connection with exhibits and other scholarly and research use consisting of primarily MCSP Archives materials. Any fees charged will inure solely to the benefit of MCSP Archives. This license will not limit any future uses of the Materials by Donor or others authorized by Donor. The rights in this Paragraph are in addition to and not in lieu of any rights or privileges under the Copyright Act, including fair use as currently codified at 17 U.S.C. sec. 107 and reproduction by libraries and archives as currently codified at 17 U.S.C. sec. 108

Terms of Access and Use

- 4. Upon receipt, MCSP Archives will make the Materials available for public use without restriction in accordance with the Book of Order of the Moravian Church, Southern Province, and MCSP Archives policies and procedures as amended from time to time. Donor may place specific, reasonable, equitable, and time-bound restrictions on the Materials; details about restrictions from Donor, including materials to be restricted and termination date for restrictions, must be specified in Exhibit B below.
- 5. MCSP Archives will provide the Donor or their designee with reasonable access to the Materials in accordance with MCSP Archives policies and procedures as amended from time to time.

Rights and Responsibilities

6. MCSP Archives will provide a suitable depository for the Materials in print and digital formats and will house and maintain the same in good order according to MCSP Archives policies and procedures as amended from time to time to ensure both preservation and accessibility to researchers. MCSP Archives, however, shall have no liability for damage to or destruction of the materials by fire, water, or other casualty after MCSP Archives has assumed the risk of damage or loss to the Materials as defined below.

- 7. MCSP Archives reserves the right to de-accession or otherwise dispose of any Materials which are determined to have no permanent value or historical interest, to be surplus to the needs of the MCSP Archives, which are duplicated elsewhere in the collection, or which the MCSP Archives cannot adequately house. The Donor shall state whether these materials are to be returned to them in Exhibit C below. If no provision is made, MCSP Archives will use its discretion in the final disposition of unwanted materials.
- 8. MCSP Archives reserves the right to store acquired digital content and digitized copies of Materials in their entirety for preservation purposes. MCSP Archives reserves the right to recover deleted files from digital media included in the Materials for preservation and scholarly purposes, with the understanding that any restrictions on access requested by the Donor will apply to recovered information.
- 9. MCSP Archives will refer all requests for permission to publish items in the Materials for which Donor holds or controls copyright to the Donor or their designee identified below; provided, however, that MCSP Archives shall only be obligated to refer explicit requests for permission and shall have no obligation to determine whether any third party's activities require permission.

a. CONTACT INFORMATION FOR COPYRIGHT OWNER OR DESIGNATED REPRESENTATIVE: [Name, address, phone, email]

10. The Donor or their designee shall use all reasonable efforts to respond to requests from researchers and other persons for permission to publish items in the Materials for which Donor holds or controls copyright.

Representations and Warranties

- 11. Donor has full power and authority to enter into this Agreement, to transfer to MCSP Archives good title to the Materials, and to grant the rights it grants.
- 12. The Agreement is the sole agreement between the parties concerning the subject matter hereof and shall not be altered or amended except in writing duly executed by both parties. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assignees.
- 13. All future additions to the Materials are subject to this Agreement, unless otherwise indicated, and each gift will be described in an addendum.
- 14. All parties acknowledge that no substantial goods or services have been provided to the Donor in exchange for the tax-deductible portion of this gift.

A. DESCRIPTION OF MATERIALS:

a. IF APPLICABLE, RELATIONSHIP OF DONOR TO CREATOR OF PAPERS:

B. RESTRICTIONS OR OTHER CONDITIONS OF GIFT:

C. DISPOSITION OF SURPLUS MATERIALS:

In WITNESS WHEREOF, I have signed this Deed on this _____ day of _____, 2023.

DONOR

[NAME] [ADDRESS] [PHONE, EMAIL]

Accepted and received this _____ day of _____, 2023.

MORAVIAN ARCHIVES, SOUTHERN PROVINCE

By:_____

Meaghan O'Riordan, Archivist Moravian Archives, Southern Province