



## Deed of Gift and Acceptance Policy

**Date Adopted:**

November 10, 2022

**Next Review Date:**

November 2025

This Deed of Gift and Acceptance Policy (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the (“Donor”) with an address at

\_\_\_\_\_, and the Waterloo Public Library (the “Library”), for the benefit of its Local History and Genealogy Collection.

Because the Donor wishes to donate to the Library

\_\_\_\_\_  
\_\_\_\_\_

(as more fully described in Exhibit A attached to this Agreement, if necessary, and referred to hereafter as “Materials”) and the Library wishes to accept such donation, the Library and Donor agree as follows:

### **1. Warranty of Ownership.**

The Donor represents and warrants that I am the sole legal owner of the tangible property comprising the Materials; that Donor’s title to the Materials is free and clear of all liens and claims and is unencumbered; and that Donor has full power and authority to convey to the Library good title to the Materials.

## **2. Transfer of Tangible Property.**

Except as may be limited by Paragraph 3 below, Donor hereby unconditionally and irrevocably donates, gives, conveys, and transfers to the Library all of Donor's right, title and interest to the tangible property constituting the Materials, and the Library hereby accepts such donation. Title to the Materials shall pass to the Library upon acknowledgement of receipt by the Library.

## **3. Intellectual Property.**

Donor owns the copyright and other intellectual property in all of the Materials except

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(see attached Exhibit B if more space is needed to adequately describe intellectual property in the Materials). Donor's decision regarding disposition and use of intellectual property rights in the rest of the Materials is described by either choice 3.a. or 3.b. below. Note: no term or provision of this Agreement shall be interpreted to limit or restrict the fair use rights of the Library or users of the Materials as provided by U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights").

a. Donor hereby donates, gives, conveys, and transfers all of Donor's intellectual property in the Materials, including copyright, to the Library.

b. Donor retains all intellectual property in the Materials, but grants to the Library a nonexclusive, perpetual, royalty-free, worldwide license

- To make copies of the Materials for purposes of preservation and creation of usable archival copies.
- To permit others to make copies of the Materials consistent with Fair Use Rights.
- To display the Materials in exhibitions, catalogs, promotional materials and posters, brochures and reports about the Library, and Library publications, including information and/or advertising materials.

- To digitize the Materials or use any technological substitute the library deems appropriate to preserve and provide access to the Materials.
- To provide Internet or other wireless or digital access to the Materials.

Requests by the public for permission to use or reproduce the Materials in which Donor holds copyright, insofar as such requests are beyond the scope outlined in this section, Fair Use Rights, or other valid rights under copyright law, are to be directed to the attention of [Name, address, phone number, and e-mail address]

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#### **4. Indemnification.**

Donor shall indemnify, defend, and hold the Library and City of Waterloo, Iowa harmless from any claim of infringement of copyrights or proprietary rights allegedly contained in the Materials in this gift, or resulting from the making of this gift to the Library, including ownership claims, or from claim of defamation, obscenity, or invasion of privacy based upon or arising out of any Materials obtained in this gift.

#### **5. Handling and Disposition.**

Donor understands that the location, cataloging, preservation, and use of the Materials will be at the discretion of the Library in accordance with Library policies. The Library is authorized to dispose of, or return to the Donors if they so choose, any duplicate or inappropriate items in the Materials that it determines to have no permanent value or scholarly interest.

Donor wishes to be contacted regarding Materials the Library wishes to dispose of during Donor's lifetime.

#### **6. Donation of Additional Materials.**

In the event that the Donor donates additional related materials to the Library, such gifts shall be set forth in a Letter of Acknowledgement and will be governed by the terms and conditions of this Agreement as stated above. Addenda to this Agreement

shall include a description of the additional materials so donated and any conditions necessary and pertinent to those specific, newly donated materials.

Date \_\_\_\_\_

Donor

Accepted for the Board of the Waterloo Public Library by:

\_\_\_\_\_  
Date \_\_\_\_\_

Waterloo Public Library Director

Exhibit