



Deed of Gift

TRANSFER OF TITLE

I (we), the undersigned Donor(s) (hereinafter singularly or collectively, as the case may be referred to as "Donor), hereby donate and convey to the Special Collections & University Archives at Texas Wesleyan University (the "University"), subject to the Terms and Conditions attached hereto, all rights, title, and interest that I (we) possess in the physical property described in Section 2 of this Deed, below or in the appended addendum.

1. DONOR INFORMATION

Name: _____

Telephone Number: _____

Street Address: _____

City/State/Zip: _____

Country/Postcode (*if outside US*): _____

Email address: _____

Additional Contact Person (*optional*): _____

Additional Contact E-mail (*optional*): _____

Additional Telephone Number: (*optional*): _____

2. DESCRIPTION OF PROPERTY

3. VOLUME OF PROPERTY

4. SIGNIFICANCE OF GIFT TO UNIVERSITY

5. SPECIAL CONSIDERATIONS OR RESTRICTIONS

(Any restrictions must be agreeable to both the donor and the University)

6. DONOR ACQUISITION INFORMATION

The Property was acquired by Donor by *(check one below)*:

Created by Donor Gift Inheritance Purchase

Other: _____

7. VALUE INFORMATION

The value of the Materials has been determined by:

The Donor IRS Qualified Appraiser Other: _____

IRS Qualified Appraiser Name and Title: _____

The value of the donated Materials will not be determined by the University. However, the University will supply a letter verifying the receipt of these materials. The donor is responsible for determining the value and reporting the value as appropriate to state and federal tax authorities. The library does not maintain a list of appraisers for the Materials but will assist the donor in identifying an appraiser.

8. FUTURE GIFTS

This instrument will also serve to convey any further gifts of materials that I (we) wish to take to the University at a later date, and each gift will be described in an addendum.

9. TERMS AND CONDITIONS

In desiring to further the purpose of the University to cultivate lifelong learning and to develop students to their full potential as individuals and as members of the world community, I (we) do hereby give and deliver to the University the property described above as an unrestricted gift. This Deed transfers to the University, and its successors, and assigns all rights to possession, dominion, and control of said collection, including, if applicable, copyright.

I (we) understand that the management, use, display, or disposition of my donation shall be in accordance with the professional judgement of the Library Director, University Archivist, and Special Collections Archivist. Donor acknowledges that upon the execution of this Deed of Gift, the Property irrevocably becomes the property of the University.

To the best of my (our) knowledge Donor is the sole lawful owner of title to the Property (or Donor) is fully authorized by such owner) and have good and complete right, title, and interest including, unless otherwise specified, all transferred copyright, trademark, and related interest to give. 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.

The materials are donated and accepted according to the following conditions:

CONDITIONS OF GIFT:

1. The University will, through the Eunice and James L. West Library (the "Library"), provide a suitable depository for the materials and will arrange, preserve, and administer these materials in accordance with the standards of library and/or archival practice to ensure both preservation and accessibility to users. The University shall have no liability for damage to or loss of the materials by fire, water, or other casualty.
2. If at any time, the Library, in its sole discretion, determines that it can no longer adequately house any of the Items or that any Item does not have permanent value, historic interest, or meet the guidelines of the collection development policy, then the Library agrees to use reasonable efforts to contact the initial Donor, if living. The Donor will be notified of the disposal of Materials and they may ask that the Materials be returned at their own expense. The University will not attempt to locate heirs for the return of Materials. The Donor acknowledges that if the Donor accepts the return of the Materials from the University, the Donor may be subject to reverse gift and/or estate tax consequences.
3. The Materials will be made available to researchers on a basis which is in keeping with the access guidelines of the Library. Any restriction on access must be made part of the Transfer of Title and restrictions can only be with regard to the length of time that the Materials must be held before being made accessible to researchers. Donor may not limit

