



Dartmouth College Library

HANOVER NEW HAMPSHIRE 03755-3519

Rauner Special Collections Library: Archives, Manuscripts, Rare Books

6065 Webster Hall

TELEPHONE: (603) 646-2037 FAX: (603) 646-0447

DEED OF GIFT

(Institutional Gift)

I/we, the undersigned Donor(s), hereby donate and convey to the Trustees of Dartmouth College ("Dartmouth"), subject to the Terms and Conditions attached hereto, all right, title, and interest that I/we possess in the physical property described in Section 2 of this Deed, below.

Accession#:

1. Donor Information

Name of Organization: _____ Telephone Number _____

Street Address: _____

City/State/Zip: _____

E-mail address: _____

Contact Name: _____

2. Description of the Property:

3. Date Dartmouth or its Agent Took Possession of Material:

4. Donor Acquisition Information:

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

Gift Inheritance Purchase Debt satisfaction

Other: _____

5. Intellectual Property

A. Intellectual Property Interests:

This section deals with the 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/we control the Intellectual Property Rights in some or all of the donated materials. (Please indicate below or 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.)
- I/we do not control Intellectual Property Rights in any of the donated materials.
- To the best of my/our knowledge, the Intellectual Property Rights are controlled by:

Name: _____

Address: _____

Phone Number: _____

E-mail address: _____

B. Intellectual Property Conveyance:

If you have indicated that you own the Intellectual Property Rights in some or all of the donated materials, please check one of the following boxes (one box only):

- I/we have checked this box, indicating that I/we wish to transfer, convey and assign to Dartmouth all Intellectual Property Rights that I/we control in the above-described materials, subject to the limitations, if any, stated below.

Limitations, if any: _____

- I/we have checked this box, indicating that I/we do not wish to transfer Intellectual Property Rights, but I/we give permission for the Dartmouth College Library to make copies for users of the material for scholarship and research purposes.

6. Future Gifts

This instrument will also serve to convey any further gifts of materials that I/we wish to make to Dartmouth at a later date, and each gift will be described in an addendum.

Signature of Organization's Date
Representative

Peter Carini, College Archivist Date
For Trustees of Dartmouth College

Terms and Conditions

Dartmouth has accepted Donor's gift of the 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 Dartmouth that the institution he/she/they represent 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.
2. Donor acknowledges that upon execution of this Deed of Gift, the Property irrevocably becomes the property of Dartmouth. The display, use, maintenance, and disposition of the Property are at Dartmouth's sole discretion.
3. Donor represents and warrants that no customs laws, tax laws, laws of inheritance, or other laws or regulations applicable to the Property, its export or import, have been broken.
4. Donor represents and warrants that there are no claims, judgments, liens or other encumbrances of any kind whatsoever against the Property, any portion of the Property, or title to it.
5. The Internal Revenue Service has determined that Dartmouth is organized and operated exclusively for educational purposes and is exempt from federal income tax pursuant to Section 501(a) and (c)(3) of the Internal Revenue Code. Dartmouth does not advise donors on tax matters and suggests that Donor direct any questions regarding donations as charitable contributions to Donor's tax advisor or an office of the Internal Revenue Service. Dartmouth does not appraise donations but will make the Property available for appraisal upon the request of Donor.
6. Donor will defend, indemnify, and hold Dartmouth harmless from claims or allegations arising from or relating to conduct that would be a breach of Donor's warranties or representations herein if established.