Deed of Gift

This agreement, made in duplicate between __________________________ (the Donor, understanding this term to encompass the Donor's legal representative) and the Louisiana and Special Collections Department of the Earl K. Long Library of the University of New Orleans (the Library), gives, donates, and transfers to the Louisiana and Special Collections Department, under the below terms, all rights, including physical ownership and copyrights, that the Donor possesses in certain materials, described as follows and collectively referred to as the materials:

TERMS OF AGREEMENT

The Donor warrants that no other individual(s), institution(s), or other entity(ies) has (have) interest in the materials covered by this agreement except as stated below. (Please indicate, if appropriate, whether copyright has been waived by release form(s) or agreement(s) made with correspondent(s), interviewee(s), or other(s) represented in these materials.)

There are no restrictions as to the use of this gift, except those which the Library may apply to all or part of the materials for ethical, legal, or preservation reasons, and those which may be specified below by the Donor:

The Library agrees to protect and preserve to the extent feasible and consistent with the Library's usual practices the physical as well as the intellectual contents of the materials, and may arrange or rearrange these materials, according to accepted archival principles, to make them more accessible to researchers. The Library assumes no responsibility in case of loss or damage by theft, fire, or any other cause whatsoever. The Library need not specially insure the materials covered by this agreement.
The Library may, without notice or fee to the Donor, (1) exhibit the materials; (2) publish, in whatever form(s) it chooses, description(s) of, catalog(s) to, or other announcement(s) of the availability and contents of the materials in the usual and customary places and manners; or (3) make copies of any of the materials for purposes of preservation and, within the limits set forth in these Terms, public use.

Except for limited periods, when certain portions of the materials may be undergoing preservation treatment or lent to another institution for exhibition, the Donor has right of on-site access to the materials covered by this agreement at all times the Louisiana and Special Collections Department is open to the public. Further, the Donor may request copies of any of the materials covered by this agreement. The Donor shall be responsible for payment of the usual and customary charges for such copies except either as such charges may be waived in particular instances for courtesy copies of small numbers of pages or as provision of such copies may be deemed by the Library dangerous to the physical preservation of the original items that are to be copied.

The Library will respect the Donor's wishes regarding disposition of such materials as are deemed by the Library to be either duplicative of or inappropriate to the Library's holdings or better placed elsewhere, or which have been transferred to another medium. Please check choice: Any item(s) not retained by the Library shall be:

Discarded _____ Returned to Donor _____ Other ______________________________

The Donor may add other items from time to time, to be receipted for and covered by this agreement, and governed by the terms and conditions stated above. This agreement may be amended by written documents accepted and signed by the Donor and the Library.

If the Library should be judged to have failed to carry out its responsibilities under this agreement, and if the Donor or any other person seeks to enforce this agreement or claim damages for breach of it, the Library shall have the option of satisfying any obligation imposed upon it by this agreement by returning the given items (and all archival copies of same) to the Donor or the Donor's legal representative.

Dated: __________________________

Donor

Address

The University of New Orleans hereby accepts the above property and copyrights under the conditions specified.

Dated: __________________________

for the Earl K. Long Library