

CLARKSON UNIVERSITY ARCHIVES

DEED OF GIFT AND DONOR AGREEMENT

The Clarkson University Archives has received a gift or donation from:

Name _____

Street _____

City _____

State _____ **Zip Code** _____

Phone _____ **E-Mail** _____

Date _____ (mm/dd/year), the item/collection as described below.

Item/Collection Description

Title/name of item/collection:

Who owned the item/who did it belong to? List all known owners.

What year(s) is the item from?

Significance/connection to Clarkson University:

Description of item/collection:

Any other information:

Appraised Value (if donor has had gift appraised) _____

(Please attach copy of independent appraisals if available)

I understand and agree that I am giving this item/manuscript collection to Clarkson University as an unrestricted gift and relinquish any rights which I may possess to the contents, unless limiting conditions are specifically stated below.

Limitations:

I also understand and agree that the location, retention, cataloging, and preservation of the materials, or other considerations relating to their use or disposition are at the discretion of the Clarkson University Archives in accordance with institutional policy. Materials added to the collections shall be accessible to all persons qualified to use materials in the Clarkson University Archives, subject to the Terms and Conditions, if any, stated below.

I also agree that the items may be digitized and available to the public unless otherwise stated in Terms and Conditions below. You may choose to place temporary or permanent public access restrictions.

Terms and Conditions:

I represent and warrant that I am the sole owner of the materials described above and that I have full right, power, and authority to give the materials to the Clarkson University Archives. I have received an Explanation of all terms and conditions of this Deed of Gift and agree to them as indicated by my signature below.

Donor's signature _____ **Date** _____

The Clarkson University Archives gratefully acknowledge receipt of this gift and agrees to the stipulation outlined above.

University Archivist, Authorized Archives Staff, or Library Director Signature

Signature: _____ **Date** _____

**Clarkson University Archives
Box 5590
8 Clarkson Avenue
Potsdam, N.Y. 13699-5590
archives@clarkson.edu
(315) 268-2292**

**CLARKSON UNIVERSITY ARCHIVES
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EXPLANATION

The Deed of Gift form is designed to transfer ownership of and legal rights in materials, which you as a Donor are conveying to the Clarkson University Archives to be administered in accordance with its established policies. The Deed of Gift form constitutes the transfer of title and serves to define the terms of transfer.

It is recommended that, whenever possible, the Deed of Gift form be used to document all in-kind gifts of \$250 or more to Clarkson University Archives, and for in-kind gifts below that amount which include unique archival materials for which copyright conveyance may or may not be involved.

Donation of Gift:

The “Item/Collection Description” of this section will be completed by a Clarkson University Archivist or Librarian. The description of the donation will describe the material being transferred and date received on site.

Donation vs. Deposit:

The Archives accepts responsibility only for the care of archived, donated materials, not deposited materials due to lack of space.

Donation:

Legal ownership of the Archives is transferred to the University Libraries. The Libraries then accepts all responsibility for the ongoing care of and provision of access to the archives.

Deposit:

Legal ownership remains with the depositing organization. No charges are made for the deposit of archives. Deposits are normally accepted only from ongoing organizations. Should the organization depositing to the archives cease to exist then ownership of the archives material passes to the Clarkson University Archives.

Donors:

The Donor has the right to have any restrictions placed in the Deed of Gift to their collections strictly followed. Donors have the right to be recognized in any publication or distribution of duplicates from their collection, any bibliographic access to their collection, and any display of the collection.

Donors can expect that their collections will be cared for according to Clarkson’s best archival standards and made available for research. Donors may not borrow or take back a collection, except by prior arrangement and agreement with the University Archivist or Library Director.

Appraisal Value:

By the Federal Law, the Libraries cannot not provide appraisals or valuations of gifts to Donors or potential donors. Donors who wish to have an appraisal done must contact and secure an independent appraiser. To be acceptable to the IRS, the appraisal must be made no more than 60 days before the date of the contribution and before the due date of the tax return.

The donor is advised that if a tax deduction on a gift is to be taken, the Internal Revenue Service has regulations for filling tax-deductible contributions valued at \$250 or more. If the value of the donation is greater than \$5000, an independent professional appraisal is required and a copy of the appraisal must be attached to the Deed of Gift form. The IRS may require you to file

Form 8283 for in-kind gifts over \$500. Donor may wish to refer to the IRS Department of the Treasury publication, "Determining the Value of Donated Property," Publication 561, in the IRS Forms and Publication series. Additionally, other IRS restrictions may apply. Please consult your accountant and/or your lawyer for advice.

Disposition and Deaccession of Materials:

In order to make the most effective use of resources, the Clarkson University Archives reserves the right to determine the disposition of donated materials. The Archives reserves the right to refuse a collection that exceeds its financial and material resources to care for it, or has too high a maintenance cost in proportion to the probable research benefits.

The University Archives reserves the right to deaccession materials that do not fit the Collection Development Policy.

In general, the University Archives does not collect artifacts. Exceptions may be made based on the relevance of an artifact to other materials in the Archives or to Clarkson University. In general, the Archives does not accept computer-dependent electronic records.

Terms and Conditions:

Although most Donors will have no need to limit access to materials which they are donating, the option of placing reasonable restrictions on access to the materials or a portion of the materials is available to a Donor. The University Archivist or Library Director will be happy to discuss the terms of restrictions with a Donor. Any restrictions on access mutually agreed to will be for a specific period of time and will apply to all researchers.

Change in Provisions:

If a donor feels that any terms in the agreement should be deleted, the donor is encouraged to discuss the matter with the University Archivist or Library Director to verify the desired change in terms is feasible.

Acknowledgement of Receipt of Gift:

This section of the Deed of Gift serves to formally acknowledge the receipt of a donation under the terms mutually agreed to by the Clarkson University Archives and the donor. The donor will receive a copy of the Deed of Gift and Donors Agreement form signed by the University Archivist or Library Director. In-kind gifts valued at \$250.00 or more will be reported to the Department of Philanthropy and Alumni Relations, who will send the donor and official receipt for charitable deduction purposes.