

DEED OF GIFT

Between

and the

WALTER P. REUTHER LIBRARY OF LABOR AND URBAN AFFAIRS
WAYNE STATE UNIVERSITY

It is hereby agreed that the following terms will govern the gift of the records, papers and/or other items of _____ (hereinafter referred to as the Donor) to the Walter P. Reuther Library of Labor and Urban Affairs, Wayne State University (hereinafter referred to as the Repository). It is further agreed that the donation will entail the transfer of the full and complete title of the records, papers and/or other items to the Repository.

1. Description of the Donation:
2. The material shall be preserved and made available for research, display, educational and publication purposes, including the reproduction in electronic form, or by any other means, subject to standard archival practices and, as permitted by applicable law.
3. The Donor, with the agreement of the Repository, or his/her designee, may restrict access to the records, papers and/or other items, in accordance with the normal application of the Repository's Rules for Use of Archival Materials.
4. Subject to restrictions imposed herein, the Repository will dispose of any of the materials that it determines to have no permanent value or historical interest, or are surplus to the needs of the Repository.
5. The Donor transfers, conveys and assigns to the Repository all intellectual property rights, including copyright, that the Donor controls in the above-described materials.
6. The Donor represents and warrants that he/she/it is the holder of all rights in the Donation and that there is no conflict with or impediment to the transfer of such rights to the Repository as described herein.

In addition, the parties agree that:

7. The Repository shall furnish a copy of the descriptive guide of the records, papers and/or other items (otherwise known as the collection) to the Donor in hard copy or electronic format, if and when available.
8. The Repository shall provide the following reference services related to the donation to the Donor:
 - A. Copies of requested records, if existing, either in paper or in electronic format in reasonable numbers at no cost.
 - B. Answer requests for specific information in an expeditious manner.
 - C. Access to the records at any time during regular business hours.

8. The Internal Revenue Service has determined that Wayne State University, of which the Repository is a unit, 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. The Repository 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. The Repository does not appraise donations but will endeavor to make the property available for appraisal upon the request of Donor.
9. Should the Donor give the Repository additional papers, records and/or other items, all of the foregoing provisions of this agreement shall be applicable to such additional papers, records and/or other items.
10. It is agreed and understood by both parties that the Repository shall not be liable for any claim or legal action resulting from the donation described herein or any other action taken by the Donor pertaining to the donation covered by this agreement.

In witness whereof the following approval is given:

For the Donor

For the Repository

Date

Date