

DEED OF GIFT SUBMISSION FORM

I/We (donor(s) name(s)) _____ (hereinafter "Donor") hereby gives to the Salt Lake Community College ("SLCC") and its Digital Archives, as a part of its holdings, the books, records, and property more particularly described below (hereinafter "Gift").

Description of Gift

Donor affirms that he is the sole and absolute owner of the Gift with full right and authority to enter this Deed of Gift and grant the rights granted herein for the Gift. The gift is (choose one of the following):

- Materials for which I own the material and all rights including copyrights and give those rights.
- Materials for which I own the material and all rights but am not giving the copyrights.
- Materials for which I have possession but do not own the copyright and/or the copyright may be in the public domain.
- I am an employee of SLCC and I grant SLCC, my academic department and the SLCC Digital Archives the non-exclusive rights to copy, display, perform, distribute and publish the content I submit to this repository (described above in "Description of Gift") and to make the Gift available in any format in perpetuity as part of an Institution (SLCC), Department, or Digital Archives communication or distribution effort. I understand that the Gift's copyright owner(s) will continue to own copyright outside these non-exclusive granted rights.

Please specify other copyright holders or parties involved if any:

I would like the following creative commons license used for access to materials (physical or electronic):

- Attribution** <http://creativecommons.org/licenses/by/4.0/legalcode>
This license lets others distribute, remix, revise (tweak), and build upon your work, even commercially, as long as they credit you for the original creation. This is the most accommodating of licenses offered.
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This license lets others remix, revise (tweak), and build upon your work even for commercial purposes, as long as they credit you and license their new creations under the identical terms. This license is often compared to "copyleft" free and open source software licenses. All new works based on yours will carry the same license, so any derivatives will also allow commercial use.
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This license lets others remix, revise (tweak), and build upon your work non-commercially, and although their new works must also acknowledge you and be non-commercial, they don't have to license their derivative works on the same terms.

Donor agrees to the following:

- 1. Donor desires to transfer the Materials as a gift to Salt Lake Community College ("SLCC") for inclusion and unrestricted access and use in the collection of the SLCC Digital Archives and understand that upon transfer to SLCC Digital Archives, the SLCC Digital Archives reserves the right to transform any of the above noted records or materials into a digital format.**
- 2. For Gifts where copyrights are given, Donor hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest, including the sole and exclusive copyright in all tangible and intangible materials (including without limitation written, audio, video, multi-media material or material in any other tangible form now known or hereafter invented), to SLCC. To the extent that copyright may be shared with others Donor has noted this above and DONOR hereby assigns to SLCC all his (her, their) right, title and interest in the copyrights and waives and releases all such rights, whether partial or complete.**
- 3. For Gifts where copyrights are not being given, Donor hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest, exclusive of copyrights, to the materials to SLCC.**
- 4. For Gifts Materials for which Donor has possession but does not own the copyright or the materials are in the public domain, Donor hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest to the materials to SLCC.**
- 5. After execution of this Deed of Gift by Donor and acceptance by SLCC, title to the Gift shall pass to SLCC. Donor agrees that any materials in the Gift deemed inappropriate for permanent retention may be disposed of by SLCC in accordance with its selection policies.**
- 6. No term or provision of this instrument shall be interpreted to limit or restrict the fair use rights of SLCC or users of the Gift as provided by U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights).**
- 7. To the extent that copyright is not given or may be shared with others and notwithstanding the Fair Use Rights and rights related to public domain materials, Donor grants SLCC a nonexclusive, royalty free, perpetual license:**
 - a) To make copies of the Gift for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Materials consistent with the Fair Use Rights.**
 - b) To display the Materials in exhibitions, delivery services, College publications or advertisements both on and off campus.**
 - c) To digitize the Materials or use any technological substitute SLCC deems appropriate to preserve and provide access to the Materials.**
 - d) To provide unrestricted access and use, including Internet or other wireless or digital access to the Materials.**
- 8. Donor shall indemnify, defend and hold SLCC harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the access and use of the Materials.**
- 9. Donor shall provide SLCC with all information and documentation regarding the provenance (origins) of the Materials, including any information relating to intellectual property rights.**
- 10. The Materials will be organized by SLCC and an access record will be created to describe the content.**
- 11. The Materials will be stabilized and preserved by SLCC including, as appropriate, placing the Materials in non-damaging containers and storing in facilities that provide appropriate temperature and humidity control and security.**
- 12. The Materials will be available to researchers after they have been arranged and described for use except as indicated below:**

Donor desires that the Gift be embargoed from public display and use until

(date) _____.

- 13. In the event that Donor may hereafter donate additional materials to SLCC such gifts shall be set forth in an Addendum to this Deed of Gift and will be governed by the terms and conditions stated above. The Addendum shall include a**

description of the additional materials so donated and any conditions necessary and pertinent to those specific, newly donated materials.

Printed Name

Signature **Date**

Gift accepted by SLCC:

Signature **Date**