Donor Options for Gift or Deposit of Archival Materials:
Options for Final Agreement to be Executed between the Donor and the Rare Books and Special Collections Library

Instructions:

Fill in the information requested on the blank lines where requested.

Text within boxes represents the options available to the Donor; place your initials on the line next to the option desired.

For standard agreement terms that do not call for an option (that is, where no initial line is shown), please indicate if you would prefer an alternative arrangement.

Upon receipt of this document the Library will prepare a final agreement for execution between the two parties.

Donor Agreement

Ownership

I, _____________________________ [Name of Donor] (“the Donor”), do hereby

____ give to the Rare Books and Special Collections Library of the American University in Cairo (“the Library”) the papers and other items described as follows, collectively referred to as “the materials” (attach appendix as necessary): ____________________________

I certify that I am the sole and absolute owner of the materials, and that no other individuals or institutions have a claim to the materials.

____ deposit on loan to the Rare Books and Special Collections Library of the American University in Cairo (“the Library”) the papers and other items described as follows, collectively referred to as “the materials” (attach appendix as necessary): ____________________________

I certify that I am the sole and absolute owner of the materials, and that no other individuals or institutions have a claim to the materials. The following are the conditions of the loan agreement:
At the end of an initial period of ____ years [specified number of years] from the date of deposit one of the following options will be agreed upon between the Donor and the Library:

The collection becomes the property of the Library.
The loan period may be extended for an additional period of time.
The Donor or the Library may withdraw from the agreement, but must give one year’s notice.

If the materials are withdrawn from the library, the donor will reimburse the library for the cost of materials and labor involved in preserving, arranging, and describing the collection.

**Copyright and Intellectual Property Rights**

____ I assign to the Library all copyrights, literary, or artistic rights which I have in the materials.

____ I retain all copyrights, literary, or artistic rights which I have in the materials, and requests for permission to publish (including quoting more than very short passages of text) will be referred to me or the individual I name.

____ I retain all copyrights, literary, or artistic rights which I have in the materials but bequeath them to the Library; requests for permission to publish (including quoting more than very short passages of text) will be referred to me or the individual I name until that time.

**Access and Restrictions on Use**

Access to the collection is subject to the following wishes of the Donor:

____ The entire collection is open without restriction.

____ The collection is open without restriction, except for the files described on the appended list which continue to be closed until ________________ [specified date].

____ The entire collection is closed until ________________ [specified date], at which time it is open without restriction.

____ The entire collection is closed until ________________ [specified date], at which time it is open without restriction; the files described on the appended list continue to be closed until ________________ [specified date].
The materials will be open for research in accordance with the Library’s regulations and procedures (including limiting access for preservation or other reasons).

**Library Preservation and Use of Materials**

The Library will preserve, arrange, describe, catalog, and provide access to these materials in accordance with standard library and archival procedures.

The Library may discard or transfer portions of the materials which are duplicative or inappropriate for the Library’s holdings. Material that does not represent routine administrative material or duplicates will be offered back to the Donor.

The Library may exhibit, lend for exhibit by other institutions, digitize for internet display, or publish the materials.

**Additions to the Collection**

The terms of this agreement will cover all additional transfers of materials by the Donor unless amended by a specific addendum.

[The following section will be included and completed on the final agreement document and need not be completed at this time]

Donor’s Signature _____________________________ Date __________

For the American University in Cairo Rare Books and Special Collections Library:

_______________________________________________ [Name and Position Title]

Signature __________________________________________ Date __________