Colorado School of Mines Arthur Lakes Library
Gift Agreement

1. Gift. I, the undersigned Donor, hereby transfer, give, grant and assign to the Colorado School of Mines Arthur Lakes Library (“Library”) and its successors and assigns all rights, title and interest that I possess in the following materials:

(Attach a separate sheet, if necessary.)

2. Transmittal of Gift. The materials will be physically conveyed to the Library at 1400 Illinois Street in Golden, Colorado, by means mutually satisfactory to the Donor and the Library.

3. Access and Preservation. The Library will arrange, describe, catalog, preserve, display and provide access to the donated materials in accordance with its established collections and archival procedures. Any material found to be inappropriate for access to the Library’s collections will be subject to disposition in accordance with the relevant Library policies. In order to further the Library’s educational goals and foster academic research and scholarship, copies of the donated material may be made available to library users. The Library may, at its discretion, require users to pay a fee for the privilege of accessing, copying or using the donated materials. Copies of the materials may be reproduced and disseminated in any format, including digitization, and may be posted on the World Wide Web.

4. Gift Processing. Donated materials which are accompanied by financial resources will be processed according to a time schedule which is mutually agreed upon by the Library and the Donor. Donated materials which are not accompanied by financial resources will be processed according to relevant Library policies. This gift will be processed

5. Access/Use Limitations. Restrictions on how donated material may be used are not encouraged and may be grounds for refusal of the donation. Any restrictions on access or use must be agreed to by both parties in writing prior to the donation. Any restrictions agreed to must be for a defined period of time, with a mutually acceptable termination date.

6. Copyright Interests. The Donor will retain will not retain (strike phrase that does not apply) title to any copyright interest he or she may possess in the above-described materials. Regardless of whether the Donor retains copyright ownership, he or she grants the Library permission to copy, distribute, preserve, organize and make available for scholarship and research the donated materials in accordance with the Library’s access and use policies.

7. Warranty of Ownership. 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 these materials to the Library. I have reviewed and understand all of the terms and conditions of this Gift Agreement and agree to them as indicated by my signature below.

Executed this __________ day of __________, 20__.

Donor’s Signature

Donor’s Name (Printed)

________________________   __________________________
Street Address              City, State, Zip

Telephone Number

The Colorado School of Mines Arthur Lakes Library gratefully acknowledges receipt of the gift described above and agrees to the terms and conditions of this Agreement. Collection accepted on behalf of the Library by:

Library Staff Signature, Title

IRS regulations prohibit the Colorado School of Mines Arthur Lakes Library from assigning a value to the donated materials.
If the materials have been independently appraised, please attach a copy of the appraisal report.

Revised 09/2008