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ROBERT D. FARBER UNIVERSITY ARCHIVES &
SPECIAL COLLECTIONS DEPARTMENT

DEED OF GIFT

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2. Title to the Materials shall pass to Brandeis University upon their delivery. The Donor represents that there are no claims, judgments, liens, or other encumbrances of any kind whatsoever against the Materials, any portion of the Materials, or the title to the Materials.

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_____ The Donor indicates an express wish to transfer, convey, and assign to Brandeis all intellectual property rights the Donor controls and/or owns in the Materials.

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Donor restrictions:

6. Any items determined to have no permanent or historical value, to be duplicative, or to be outside of the collecting scope of Brandeis Library during the initial survey, processing, or future reappraisal of the collection should be:

_____ Discarded

_____ Returned to me. Posthumously, the collection may be transferred at Brandeis's discretion.

7. In the event that Brandeis Library may decide that this collection no longer aligns with its collecting goals,

_____ Returned to me. Posthumously, the collection may be transferred at Brandeis's discretion.

_____ Transferred at Brandeis Library's discretion.

8. Brandeis shall be the sole authorized entity for the ownership, preservation, management, and dissemination of the donated body of electronic records. Passwords, encryption, or any other impediment to access on files should be removed by the Donor before transfer. If the Donor neglects to do so, Brandeis is authorized to use any technical tools at its disposal to gain access to electronic records. The Donor must initial here _____ if they wish to be consulted regarding hidden or deleted files found on digital media.

9. Materials covered by this instrument shall be subject to subpoena or other lawful process.

10. I hereby unconditionally and irrevocably release, discharge, and indemnify Brandeis from and against any and all claims and causes of action of any nature whatsoever, arising from the receipt, use, disclosure, storage, or deaccessioning of the above-described materials.

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Donor Name

Signature

Date

Email

Address

Telephone

The Brandeis University Library hereby accepts the property described above under the conditions specified.

Brandeis Library Signature

Date