



SWARTHMORE COLLEGE LIBRARIES  
500 College Avenue  
Swarthmore, PA 19081-1399

DEED OF GIFT FOR MANUSCRIPT AND ARCHIVAL MATERIALS  
rev. 05/21

[Date]

I, [Name, address] (hereinafter referred to as the Donor) hereby give, donate, and convey to **Friends Historical Library** the material as listed and described below:

Stackhouse Family Papers (We can assign a more specific name for the collection)

This gift is made subject to the following terms and conditions:

**TITLE**

Title of the described materials will pass to Swarthmore College Libraries as of the date of signing of this document.

**ACCESS AND USE**

It is the Donor's wish that the papers and other materials donated to the Swarthmore College Libraries by the terms of this document be made available for research in the Libraries as soon as they have been received, arranged, and cataloged. The papers shall be made available for research purposes in accordance with the regulations and policies of Special Collections governing the use of manuscript or other materials for research purposes.

**RESTRICTIONS ON ACCESS**

It is the Donor's wish that certain materials in this collection shall be restricted until XXX date. These materials are as follows:

\_\_\_\_\_ ]

**LITERARY PROPERTY RIGHTS:** the donor may own literary property rights as either the creator/author or as the heir of the creator/authors. Select one:

\_\_\_\_\_ The Donor transfers all literary, copyright, and other property rights to which they are entitled for the writings and other materials donated to the Libraries by the terms of this agreement.

OR

\_\_\_\_\_ The Donor retains to self during their lifetime all literary and copyright rights to which they are entitled for the writings and other materials donated to the Libraries by the terms of this document. Upon decease these literary and copyright rights will become the property of Swarthmore College.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Accepted \_\_\_\_\_ Date \_\_\_\_\_

*Donor will please sign both copies of this document and send both to Friends Historical Library, 500 College Ave., Swarthmore, PA 19081-1399. One signed copy will be returned to the Donor for their records.*

## EXPLANATION OF DEED OF GIFT

The enclosed Deed of Gift form is designed to assign legally to the Swarthmore College a collection of personal papers or other materials, which you as a Donor are placing here for care and administration. Besides expediting the transfer of title to the papers, the Deed of Gift form also serves to define the terms of transfer. It has previously been the practice of many archival repositories to rely on correspondence with Donors to substantiate donations and the conditions under which they were received. Recently, however, due to IRS requirements and on recommendation of major organizations concerned with archival administration, many repositories have adopted the use of a Deed of Gift or similar formal agreement to accomplish transfer of legal title.

**Access Restrictions:** Though most Donors will have no need to limit access to collections of papers and other materials that they donate (especially if these relate to activities occurring several years in the past), the option of placing temporary restrictions on access to a collection or a portion of a collection is always available to a Donor. Such restrictions should be discussed with Special Collections staff in advance of any donation to be made.

**Assignment of Literary Rights:** To make collections material more available for digitization, access, research, and use, we encourage Donors to transfer literary rights that they possess to Swarthmore College whenever possible. Conveyance of literary rights applies only to materials created by, or materials for which rights have already been conferred upon, the signatory to this document. Literary rights to writings of other individuals and organizations contained in the personal papers remain with those individuals and organizations and cannot be transferred by the Donor.

**Use of Materials:** Publications of significant portions of material in print, online or in other formats by Swarthmore College Libraries or by other parties, may be permitted at the discretion of library staff, after an assessment of copyright and rights status. As a condition of providing copies of material, Swarthmore College Libraries require that all materials be attributed and cited. For materials for which Swarthmore College holds the copyright, Swarthmore Special Collections reserves the right to deny commercial or publication use to any group, entity or form of use that is inconsistent with Swarthmore College's values of diversity and inclusion and the College's Non-Discrimination statement.

**Digital Files:** Digital files may be transferred to Swarthmore College Libraries via storage media (i.e. an external hard drive), third-party file sharing applications such as DropBox or Google Drive, or through an Electronic File Transfer (EFT). Swarthmore College Libraries will undertake preservation actions on digital files and/or digital surrogates of print materials. These actions may include format migration, fixity checks, making copies in order to ensure redundancy, and other like measures. If using a preexisting storage media, be aware that deleted files may be visible to the Special Collections staff during these processes. To adhere to best practices for digital preservation, storage of digital files may occur on Swarthmore College systems or may be outsourced to third-party vendors such as Amazon Web Services. Special Collections staff are available to assist with selecting a transfer method and understanding any privacy concerns and consideration of deleted and hidden files.

**Retention:** In the course of processing any materials that are donated to the Swarthmore College Libraries, the archivists will retain items of permanent historical value and may remove those that are duplicated elsewhere or are outside of the collecting scope of the repository. If it is not noted in the deed of gift, we will assume that the Donor would prefer to have the Libraries dispose of them in a manner they deem appropriate. The Donor may, however, prefer to have these materials returned. The Donor should discuss the latter with Special Collections staff at the time of the donation so that it can be noted in the deed of gift.

**Appraisals:** If the Donor believes their gift has a value of \$5,000.00 or more, and wishes to claim a tax deduction, an appraisal is required by the Internal Revenue Service. Library staff cannot provide an appraisal because the IRS considers this a "conflict of interest."

**Digitization:** In accordance with copyright restrictions, materials in this gift may be digitized and made available to researchers online, though there is no guarantee that this will occur.

**Additions:** In the interest of researcher convenience, the Donor is encouraged to donate additional papers, records, and materials related to this gift to Swarthmore College. This agreement may also cover additions to the same collection/s with an addendum.