

Bryan + College Station Public Library System

Policy: DEED OF GIFT (explanation) CARNEGIE

The Deed of Gift form is designed to assign legally to The Bryan + College Station Public Library System, on behalf of the Carnegie Center of Brazos Valley History (“Carnegie Center”) materials which you as a Donor are conveying to the Carnegie Center to be administered in accordance with its established policies. The Deed of Gift form constitutes the transfer of legal ownership of the materials and serves to define the terms of the transfer.

It is recommended that, whenever possible, the Deed of Gift form be used to document all in-kind gifts of \$250 or more to the Bryan + College Station Public Library System, and for in-kind gifts below that amount which include unique archival materials for which copyright conveyance may or may not be involved.

Donation of Gift - The “Description” portion of this section will be completed by a Carnegie Center representative. The Description of the donation will describe the material being transferred and date received on site.

Appraised Value - The Donor is advised that if a tax deduction on a gift is to be taken, the Internal Revenue Service has regulations for filing tax-deductible contributions valued at \$250 or more. If the value of the donation is greater than \$5,000, an independent appraisal is required and the Carnegie Center is required to sign IRS Form 8283 acknowledging receipt of the gift. To be acceptable to the IRS, the appraisal must be made no more than 60 days before the date of the contribution and before the due date of the tax return. The Donor is asked to present the appraisal and completed IRS Form 8283 to the Carnegie Center at the time of the gift. The Form will be returned to the Donor with proper signature.

Disposition of Materials - In order to make the most effective use of resources, the Carnegie Center reserves the right to determine the disposition of donated materials.

Terms and Conditions - Although most Donors will have no need to limit access to materials which they are donating, the option of placing reasonable restrictions on access to the materials or a portion of the materials is available to a Donor. The Community Librarian for the Bryan + College Station Public Library System will be happy to discuss terms of restrictions with a Donor. Any restrictions on access mutually agreed to will be for a specific period of time and will apply to all researchers.

Copyright Interests - Because assignment of copyright is often complex, the Carnegie Center staff is happy to work with the Donor to clarify questions of copyright control. Copyright in writings and original creations contained in a donated collection is controlled by the individuals or organizations that created them unless the copyright has been conveyed legally to the Donor or other party.

If you, as Donor, control the copyright in all or some of the materials being donated, please check the first box in this section of the Deed of Gift and explain the extent of your copyright control.

If you, as Donor, do not control copyright in any of the donated material, please check the second box.

If you have any information about the holder of the copyright please check the third box and supply as much of the requested information as possible.

Copyright Conveyance - The Carnegie Center encourages Donors to transfer any copyright they may control to the Bryan + College Station Public Library System whenever possible. Copyright ownership

by the Bryan + College Station Public Library System facilitates use by scholars. If you wish to do so, please initial the first paragraph in the “Copyright Conveyance” section of the Deed of Gift.

Assignment of copyright may be conditional. For example, a Donor may wish to stipulate “Copyright retained during my lifetime” or something similar in the “Limitations” space provided in the Deed of Gift.

Change in Provisions - If a Donor feels that any terms in the agreement should be deleted, the Donor is encouraged to discuss the matter with the Community Librarian for the Bryan + College Station Public Library System to verify that the desired change in terms is feasible.

Acknowledgment of Receipt of Gift - This section of the Deed of Gift serves to formally acknowledge the receipt of a donation under the terms mutually agreed to by the Carnegie Center and the Donor. The Donor will receive a copy of the Deed of Gift form signed by the Community Librarian of the Carnegie Center. Formal acceptance of gifts by the Community Librarian of the Bryan + College Station Public Library System serves to complete the donation transaction. The Carnegie Center will also send to the Donor an official receipt for charitable deduction purposes for in-kind gifts valued at \$250 or more.

Bryan + College Station Public Library System

Policy: DEED OF GIFT – CARNEGIE HISTORY CENTER

I, the undersigned Donor, hereby donate and convey to The Bryan + College Station Public Library System on behalf of the Carnegie Center of Brazos Valley History, hereinafter “Carnegie Center”, all rights, title, and interest that I possess in the following materials:

Description: _____

Date Material Received on Site (to be supplied by library unit) _____

Appraised Value (if Donors have had gift appraised):* _____

*Please attach copy of independent appraisal if available

If you do not intend to take a tax deduction, please initial here: _____

I understand that the location, retention, cataloging, and preservation of the materials or other considerations relating to their use or disposition are at the discretion of the Carnegie Center in accordance with institutional policy. Materials added to the collections shall be accessible to all persons qualified to use materials in the Carnegie Center subject to the terms and conditions, if any, stated below.

Terms and Conditions: _____

Copyright Interests:

_____ I represent and warrant that I control the copyright in some or all of the donated materials. (Please indicate below the materials for which you control the copyright and the nature of your copyright control, e.g., sole/joint owners, heirs, literary executors, trustees.)

_____ I do not control copyright in any of the donated materials.

_____ To the best of my knowledge, the copyright is controlled by

Name: _____

Address: _____

Phone Number: (_____) _____ E-mail address _____

Copyright Conveyance If you wish to transfer, convey, and assign to the Bryan + College Station Public Library System on behalf of the Carnegie Center any copyright which you control in the above-named materials, subject to the limitations, if any, stated below, please initial here _____

If you do not wish to transfer copyright, but give permission for the library to make copies for users of the materials, please initial here: _____

Limitations: _____

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 the materials to The Bryan + College Station Public Library System. I have received an Explanation of all terms and conditions of this Deed of Gift and agree to them as indicated by our signatures below.

If applicable, I understand the sections on “Copyright Interests” and “Copyright Conveyance” and acknowledge that the information I have provided is accurate.

First Donor’s signature: _____

Date: _____

Donor’s Name and address: _____
(PLEASE PRINT) _____

SSN: _____ **Phone Number:** (____) _____

The Carnegie Center, on behalf of the Bryan + College Station Public Library System, gratefully acknowledges receipt of this gift and agrees to the stipulations outlined above, subject to acceptance by the Community Librarian, for the Bryan + College Station Public Library System.

Community Librarian signature: _____
Date: _____

Bryan + College Station Public Library System

Policy: DEED OF GIFT (involving joint donation) – CARNEGIE

We, the undersigned Donors, hereby donate and convey to The Bryan + College Station Public Library System on behalf of the Carnegie Center for Brazos Valley History, hereinafter “Carnegie Center”, all rights, title, and interest that we possess in the following materials.

Description: _____

Date Material Received on Site (to be supplied by library unit) _____

Appraised Value (if Donors have had gift appraised):* _____

*Please attach copy of independent appraisal if available

If you do not intend to take a tax deduction, please initial here: _____

We understand that the location, retention, cataloging, and preservation of the materials or other considerations relating to their use or disposition are at the discretion of the Carnegie Center in accordance with institutional policy. Materials added to the collections shall be accessible to all persons qualified to use materials in the Carnegie Center subject to the terms and conditions, if any, stated below.

Terms and Conditions _____

Copyright Interests

_____ We represent and warrant that we control the copyright in some or all of the donated materials. (Please indicate below the materials for which you control the copyright and the nature of your copyright control, e.g., sole/joint owners, heirs, literary executors, trustees.) We do not control copyright in any of the donated materials.

To the best of our knowledge, the copyright is controlled by

Name _____

Address: _____

Phone Number : (_____) _____

E-mail address: _____

Copyright Conveyance

If you wish to transfer, convey, and assign to the Bryan + College Station Public Library System on behalf of the Carnegie Center any copyright which you control in the above-named materials, subject to the limitations, if any, stated below, please initial here _____

If you do not wish to transfer copyright, but give permission for the library to make copies for users of the materials, please initial here: _____

Limitations: _____

We represent and warrant that we are the sole owners of the materials described above and that we have full right, power, and authority to give the materials to The Bryan + College Station Library System. We have received an Explanation of all terms and conditions of this Deed of Gift and agree to them as indicated by our signatures below.

If applicable, we understand the sections on “Copyright Interests” and “Copyright Conveyance” and acknowledge that the information we have provided is accurate.

First Donor’s signature: _____ Date _____

Donor’s Name and address: _____
(PLEASE PRINT) _____

SSN: _____ Phone Number: (____) _____

Second Donor’s signature: _____ Date _____

Donor’s Name and address: _____
(PLEASE PRINT) _____

SSN: _____ Phone Number: (____) _____

The Carnegie Center on behalf of the Bryan + College Station Public Library System, gratefully acknowledges receipt of this gift and agrees to the stipulations outlined above, subject to acceptance by the Community Librarian, for the Bryan + College Station Public Library System.

Community Librarian’s signature: _____

Date: _____