

Deed of Gift – Copyrightable Work(s)

Ownership by Donor

☐ I am/we are the owner(s) of the Work(s) listed below (“Donor”).

Name(s): _____ Phone: _____

Address: _____ Email: _____

-----or-----

☐ I am the authorized representative¹ of the Owner and have the permission of the Owner to act on their behalf in this transfer/gift (“Donor”). Please also complete details of Owner below.

Authorized Representative Information:

Name(s): _____ Phone: _____

Address: _____ Email: _____

Owner(s) Information:

Name(s): _____ Phone: _____

Address: _____ Email: _____

Description of Work(s) (attach additional sheets and photos as appropriate)

General Details (please include the quantity of material, type of material, and any other identification details you are able to provide):

Ownership history (provenance):

¹ An authorized representative includes the legal representative of the owner (e.g. executor or power of attorney).

- ☐ I give permission for the following attribution (e.g., Name) to be listed publicly:

Attribution Text: _____

-----or-----

- ☐ I do not give permission for attribution to be publicly.

Transfer of Title

I (we), the undersigned, as Donor(s) of the Work(s) listed below (or their authorized agent), certify that I (we) have the full and legal authority to give the Work(s) to the Regents of the University of Michigan (the "University") for the benefit of the University of Michigan Museum of Paleontology ("Museum"), and that, to the best of my (our) knowledge, the Work(s) were acquired rightfully and legally and/or created with all appropriate and necessary permissions. To the extent that copyright in the Work(s) is transferred below, I (we) further acknowledge that I (we) relinquish rights and titles to the Work(s) given herein and I (we) understand, and fully agree, that upon acceptance by the University, these Work(s) will become the absolute and unconditional property of the University for its unrestricted use and disposition. To the extent that copyright in the Work(s) is not transferred below, I (we) further acknowledge that I (we) have all necessary and appropriate rights and/or licenses in the Work(s) to enter into this Deed of Gift and that the University will be able to freely use and dispose of the Work(s). To the best of my (our) knowledge, the Work(s) were obtained in accordance with all applicable laws and are free of all liens, security interests, encumbrances, and restrictions of any nature, except to the extent that copyright is not transferred below.

- ☐ I (we) also confirm that, to the best of their knowledge, the Work(s) have not been created, sold, or transferred in contravention of any applicable local, national, regional, or international law, including, without limitation, any applicable export, import, or similar laws, rules, or regulations.
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Intellectual Property

Intellectual property is intangible property resulting from creativity. Intellectual property rights may apply to Works(s) such as written documents, photographs, video, and works of art.

- ☐ The Donor controls the Intellectual Property Rights of all Work(s).

Intellectual Property Rights Conveyance

- ☐ All intellectual property rights the Donor may possess in the Work(s) are hereby assigned to the Museum.

-----or-----

- ☐ The Donor does not assign any intellectual property rights in the Work(s) to the Museum but does provide a worldwide, perpetual, irrevocable, fully-paid up license and permission for the Museum to make available and copy the Work(s) for non-commercial research or private study as permitted under the Copyright Designs and Patents Act 1988.

-----or-----

- ☐ The Donor does not control the Intellectual Property Rights of the Work(s).

If the intellectual property rights are not controlled by the Donor, please include the name and address of controller of the intellectual property rights

Name(s): _____ Phone: _____

Address: _____ Email: _____

Conditions of Gift

1. A fully executed copy of this document is your proof of donation and should be retained for your records. If you have questions about utilizing your donation as a charitable contribution, you should contact your tax advisor or an office of the Internal Revenue Service. The University cannot appraise donations. The University affirms that the Donor received no goods or services in consideration of this gift.
2. Acceptance by University of the items described in this form does not imply that the items will be on public display.
3. It is understood that the University has full powers of management, display, conservation and disposition of the donated property.
4. This Deed of Gift shall be construed and interpreted as to be consistent with then existing bylaws and policies of the University and shall be governed by Michigan law.

Signature Page Follows

Signatures

Donor(s):

Name (please print): _____

Signed: _____

Date: _____

Name (please print): _____

Signed: _____

Date: _____

Museum:

Collections Manager:

Name: _____

Signed: _____

Date: _____

Director/Curator:

Name: _____

Signed: _____

Date: _____