



## DEED OF GIFT

TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

I (we), \_\_\_\_\_ (donor name) of (address) \_\_\_\_\_ (hereafter referred to as "DONOR") am (are) the sole and absolute legal owner(s) with full right and authority to enter the Deed of Gift and grant the rights granted herein for the gift materials fully described in Exhibit A attached hereto and incorporated herein. The gift materials include: (a) items for which the DONOR owns the copy rights transfers the copyrights with the physical property (referred to hereafter as "Materials With Copyrights"), (b) items for which the DONOR owns the copyrights but is not transferring the copyrights with the physical property or where the DONOR does not own the copyrights (referred to hereafter as "Materials Without Copyrights"), and (c) materials that are in the public domain (referred to hereafter as "Public Domain Materials"). When referring collectively to gift materials, it will be referred to as the "Materials".

1. DONOR desires to transfer the Materials as a gift to The REGENTS of the University of California for the benefit of the Los Angeles Campus ("THE REGENTS"), for inclusion and unrestricted access and use in the collection of the UCLA Ethnomusicology Archive.
2. For Materials With Copyrights, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest, including the sole and exclusive copyright in all tangible materials (including without limitation written, audio, video, multi-media material or material in any other tangible form now known or hereafter invented), to the Materials With Copyrights to THE REGENTS. To the extent that copyright may be shared with others, DONOR hereby assigns to THE REGENTS all his (her, their) right, title and interest in the copyrights and waives and releases all such rights, whether partial or complete.
3. For all Materials Without Copyrights, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest, exclusive of copyrights, to the Materials Without Copyrights to THE REGENTS.
4. For all Public Domain Materials, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest to the Public Domain Materials to THE REGENTS. The parties believe in good faith, and understand, that all Public Domain Materials are in the public domain and, thus, are not in anyway restricted in their use, reproduction or publication.
5. After execution of this Deed of Gift by DONOR and acceptance by THE REGENTS, title to the Materials shall pass to THE REGENTS upon acknowledgement of receipt of the Materials by the UCLA Ethnomusicology Archive.

6. No term or provision of this instrument shall be interpreted to limit or restrict the fair use rights of THE REGENTS or the UCLA Ethnomusicology Archive or users of the Materials as provided by U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights).
7. To the extent that copyright may be shared with others and notwithstanding the Fair Use Rights and rights related to the Public Domain Materials, DONOR grants THE REGENTS a nonexclusive, royalty free, perpetual license:
  - a) To make copies of the Materials for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Materials consistent with the Fair Use Rights.
  - b) To display the Materials in exhibitions, catalogs, University publications or advertisements both on and off campus.
  - c) To digitize the Materials or use any technological substitute the UCLA Ethnomusicology Archive deems appropriate to preserve and provide access to the Materials.
  - d) To provide unrestricted access and use, including Internet or other wireless or digital access to the Materials.
8. DONOR shall indemnify, defend and hold THE REGENTS harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the access and use of the Materials.
9. DONOR shall provide THE REGENTS with all information and documentation regarding the provenance of the Materials, including any information relating to intellectual property rights.
10. The Materials will be organized by the UCLA Ethnomusicology Archive and a bibliographic record and/or finding aid will be created to describe the content and arrangement.
11. The Materials will be physically stabilized and preserved by the UCLA Ethnomusicology Archive including, as appropriate, placing the Materials in non-damaging containers and storing in facilities that provide appropriate temperature and humidity control and security.
12. The Materials will be available to researchers after they have been arranged and described for use.
13. THE REGENTS are authorized to dispose of any duplicate or other material not relevant to the collection which it determines to have no permanent value or historical interest.

14. In the event that DONOR may hereafter donate additional materials to THE REGENTS such gifts shall be set forth in an Addendum to this Deed of Gift and will be governed by the terms and conditions stated above. The Addendum shall include a description of the additional materials so donated and any conditions necessary and pertinent to those specific, newly-donated materials and shall be signed by the DONOR and THE REGENTS.

Signed:(donor) \_\_\_\_\_

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this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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**FOR DEPARTMENTAL USE ONLY**

Signature of UCLA Library: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Accepted for THE REGENTS of the University of California: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Office of Gift Policy Administration

Title: \_\_\_\_\_