



AMERICAN UNIVERSITY

WASHINGTON, D C

## DEED OF GIFT

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### USAID ALUMNI ASSOCIATION

This Deed of Gift is made on DATE, by and between DONOR NAME ("Donor"), DONOR ADDRESS, and American University ("University"), 4400 Massachusetts Avenue, NW, Washington, DC, 20016.

Donor donates and conveys to the University the following material ("Material"):

Donor hereby irrevocably and unconditionally gives, transfers, and assigns to the University all of Donor's rights, title, and interests, including all copyrights and intellectual property, in the Material described above.

Donor has full rights, power, and authority to give the Material; has the rights to transfer the entirety of Donor's rights, title, and interests in the Material to the University; and has confirmed the Material is free and clear of all encumbrances and restrictions.

Donor agrees to donate the Material to the University so that it is freely available to students, scholars and interested members of the general public for research, study, and other similar purposes. Donor agrees that this gift is not subject to any other conditions, restrictions, or limitations. In particular, Donor understands that the location, retention, cataloging, preservation, and disposition of the Material will be determined in the University's sole discretion. Donor will work with the AU Archives to facilitate the organization and cataloging of these materials to make them as accessible as possible.

The University Board of Trustees will apply the gift to purposes nearest Donor's intent should a change of policy or program prohibit implementation of the original purpose of the gift.

Pursuant to the AU Archives standard operating procedures, the University will provide Donor with reasonable access to information on the use and disposition of the Materials at no cost to Donor. However, Donor agrees not to make any claims based on this Deed of Gift once it has been executed. Donor understands and agrees that should such a claim be made, Donor will collaborate fully with the University in order to minimize staff time or other costs/expenses associated with the care, preservation,

and conservation of the Material and resolution of the claim.

This Agreement may be electronically signed (though either party may opt out of doing so) and any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This Agreement represents the entire understanding between the parties and supersedes all prior or contemporaneous oral or written understandings.

NOW INTENDING to be legally bound, the parties hereto have caused this Deed of Gift to American University to be executed on the date first written above.

**Donor:**

\_\_\_\_\_  
DONOR NAME

Donor

\_\_\_\_\_  
Date

**American University:**

\_\_\_\_\_  
NICOLE BRESNAHAN

Associate Vice President of Financial Operations

\_\_\_\_\_  
Date

As Head Archivist for Special Collections and Digital Initiatives, it is my recommendation that the University accept this gift for the benefit of scholarship and research at American University.

\_\_\_\_\_  
LESLIE NELLIS

Head Archivist

\_\_\_\_\_  
Date