Deed of Gift

This agreement is made the _________ day of ____________________, 20____, between the Donor and Norfolk State University, Donee.

1. It is hereby agreed that said Donor, for and in consideration of the Harrison B. Wilson Archives at Norfolk State University’s mission of collecting and preserving the historical records of African-Americans in Virginia, gives, grants, and confirms unto the Donee Norfolk State University the gift of letters, legal documents, news articles, photographs, programs, speeches, campaign literature, and court cases.

2. Title to the materials shall pass to Norfolk State University upon the signing of this document by both parties.

3. By offering this gift to the Harrison B. Wilson Archives at Norfolk State University, the Donor represents and warrants that he/she is the sole owner of the gift and has full right, title and interest to make the donation, and that no agreement, assignment, sale or encumbrance has been or will be made or entered into which would conflict with this deed. The Donor agrees that all rights of previous ownership and control, including any copyrights and licenses, in the gift are hereby relinquished.

4. The Harrison B. Wilson Archives at Norfolk State University will arrange, index, and preserve the records in accordance to standard archival practices. The records will be housed in the Archives under standard archival and security conditions, and made available to researchers under supervision of Archives personnel.

5. The Harrison B. Wilson Archives at Norfolk State University will have the right to digitize the all or part of the donated items and make the items available to researchers via the internet. The Donor understands and agrees that Norfolk State University shall have a non-exclusive and perpetual right to host all images as part of its integrated digital collections and make them accessible to students, faculty, staff, and external users of the University library in various formats for non-commercial research, teaching, scholarship, and similar educational uses.

6. In the event that the Donor may from time to time hereafter give, donate, and convey to Norfolk State University, for the Harrison B. Wilson Archives, additional papers and other historical materials, title to such additional papers and other historical materials shall pass to Norfolk State University upon their delivery, and all of the provisions of this instrument of gift shall be applicable to such additional papers and other historical materials. A description of the additional papers and other historical materials so donated and delivered shall be prepared and attached hereto.
7. Norfolk State University Archives staff cannot appraise donations for tax purposes. If an appraisal is needed, the Donor assumes responsibility for obtaining an appraisal prior to the donation.

8. The Donor agrees that any elements of the above-mentioned collection which are felt by the Donee to be of no historical value shall be disposed of by the Donee as he/she sees fit, or returned to the Donor if so requested. The Donor may not place restrictions upon the ultimate disposition of the donated materials. If in the future, financial considerations make it impossible for Norfolk State University to continue supporting the Archives, the University has the right to dispose of the records and materials as it sees fit if the Donor’s family declines to accept their return.

9. By affixing their signatures to this document, all of the parties agree to any and all of its conditions.

____________________________________  ____________________________
Donor’s Signature                                               Norfolk State University
____________________________________  ____________________________
Print Name                                                    Print Name
____________________________________  ____________________________
Donor’s Title                                               Position/Title
_____________________________________
Donor’s Address