

## Adelphi University Archives and Special Collections

Adelphi University Libraries

### GIFT-IN-KIND FORM

#### I. Donor Information (print)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

#### II. Gift

The Donor hereby irrevocably and unconditionally donates, transfers, and assigns to the Adelphi University Libraries all right, title, and interest, other than copyright interests discussed in Section III below, in the following materials.

**Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Itemized list of the materials to be gifted is attached.

The Donor represents and warrants that he/she/it owns the materials and has the authority to make the gift. The Donor further warrants that the materials are free of all liens and encumbrances. The materials will be made available for education, research, and other public use according to the established procedures of the Adelphi University Libraries. The Donor acknowledges and agrees that, in order to make the most effective use of resources, the location, retention, cataloging, and preservation of the materials, or other matters relating to their use or disposition, are at the discretion of the Adelphi University Libraries in accordance with its policies and practices.

In the event that the Donor may hereafter donate to the Adelphi University Libraries additional materials, title to such materials shall pass to Adelphi University upon their delivery and all of the provisions of this instrument of gift shall be applicable to such additional materials. A description of the additional materials so donated and delivered shall be prepared and attached hereto and incorporated herein.

## 2. Copyright

### A. Current copyright ownership

To the best of my knowledge, (please select *only one* of the following statements):

- I own **all** copyrights in the Donated Materials (i.e., all works were created by me, or I acquired the copyrights in all Donated Materials.)
- I own **some** of the copyrights in the Donated Materials (i.e., some of the Donated Materials were created by me, or I acquired the copyrights in some of the Donated Materials, but the Donated Materials also contain works for which other individuals or organizations control the copyrights.)
- I do not own **any** of the copyright(s) in the Donated Materials. (If selected, please skip section 2B)

***I (we) agree to include all relevant known copyright information in the description of the Donated Materials provided on Exhibit A.***

**B. Transfer of copyright ownership:**

Please select *only one* of the following options.

- I irrevocably assign to the University, for the benefit of the Library, any and all copyrights I own in the Donated Materials.
- I retain full ownership of any and all copyrights in the Donated Materials, but I grant the University a nonexclusive right to authorize all uses of these materials for non-commercial research, scholarly, or other educational purposes pursuant to a Creative Commons Attribution, Non-commercial license.
- I retain full ownership of any and all copyrights in the Donated Materials and do not transfer, nor intend to transfer, any ownership or rights to the University.

Regardless of my above choice as to transfer of copyright ownership, I acknowledge that some of the discretionary uses incidental to the Donated Materials’ inclusion in the collections of the University (including, but not limited to, exhibition, display, and research access) may implicate copyrights. To the extent that such activities are not already permitted under statutory copyright exceptions such as fair use, I grant the University an irrevocable non-exclusive royalty-free worldwide perpetual license for all reasonable discretionary uses.

**III. Intellectual Property**

**a. Intellectual Property Interests**

Please check the applicable boxes below regarding the copyright, literary rights, artistic rights, or patents (collectively, “Intellectual Property Rights”) that may be associated with the materials being donated.

- I control the Intellectual Property Rights in some or all of the donated materials. (Please specify the materials for which the Donor controls the Intellectual Property Rights and the nature of his/her/its rights, e.g., sole/joint owner, heir, literary executor.)

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- I do not control Intellectual Property rights in any of the donated materials.
- To the best of my knowledge, the Intellectual Property Rights are controlled by:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**b. Intellectual Property Conveyance**

If the Donor owns the Intellectual Property Rights in some or all of the donated materials, please check one of the following boxes.

- I hereby transfer, convey, and assign to the Adelphi University Libraries all of my Intellectual Property Rights in the materials listed in Section II above, subject to the limitations, if any, stated below. Adelphi University shall have the right at any time to sell, license, transfer, or otherwise dispose of any and all of my Intellectual Property Rights in the materials or of any part thereof and to retain the entire proceeds for its exclusive benefit, subject to the stated limitations.

Limitations, if any: \_\_\_\_\_  
 \_\_\_\_\_

- I do not wish to transfer the Intellectual Property Rights in the donated materials listed in section II above, but I give permission to the Adelphi University Libraries to make copies, including digital copies, and to distribute those copies to users of the materials for education, research, and other public use purposes.

**3. Subsequent Donations from Donor:**

In the event that the Donor may hereafter donate additional materials to the University for the benefit of the Library, 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.

**4. Publicity**

News of this gift may be shared with University publications and websites, as well as other media as appropriate, unless declined in writing by Donor(s). All news items shall be published at the editors' discretion. The University is required by law to release the names of all donors and the date, amount, and terms of their gifts if a public records request is received asking for such information. Therefore, declining gift publicity will not ensure that a gift remains confidential.

#### IV. Value of Gift

Gifts to Adelphi University are tax deductible. If the Donor intends to take a federal income tax deduction for the gift, please read the following:

*Adelphi University does not advise donors on tax matters and recommends that donors direct any questions regarding donations as charitable contributions to their tax advisor or attorney. In general, the fair market value of a gift-in-kind is tax-deductible. The Internal Revenue Service defines fair market value as “the price a willing, knowledgeable buyer would pay a willing, knowledgeable seller, when neither has to buy or sell.” If a gift is valued at more than \$500 and a donor seeks a charitable deduction, federal law requires the donor to complete IRS Form 8283. If the gift is valued at more than \$5,000 and a donor seeks a charitable deduction, the donor must obtain a qualified, independent appraisal.*

The Adelphi University Libraries cannot by law provide appraisals or evaluations of gifts. It is the Donor’s responsibility to assign a value or have the gift independently appraised for tax purposes. A copy of the appraisal must be given to the Adelphi University Libraries. Acceptance of a gift appraised by a certified third-party does not constitute or imply an endorsement of the appraisal by Adelphi University.

If the Donor does not submit an independent appraisal of the gift to the Adelphi University Libraries, the Donor should provide the Adelphi University Libraries with a good faith estimate of the fair market value of the gift. Adelphi University will record the fair market value provided in the Donor’s giving history for recognition and other internal purposes. Adelphi University will send to the Donor a written acknowledgment and gift-in-kind receipt for charitable deduction purposes consisting of a brief description of the donated property without reference to a specific dollar value of the gift.

Please complete the following.

- I do not wish to take a federal income tax deduction for my gift.
- I wish to take a federal income tax deduction for my gift.
- A copy of the gift appraisal by a certified third-party is attached.

The fair market value of my gift is \$\_\_\_\_\_.

For additional information or questions on donating a gift-in-kind to the Adelphi University Libraries, please contact David Ranzan at 516-877-3543 or dranzan@adelphi.edu. Thank you for your generosity.

**SIGNATURE OF DONOR:**

I (we) represent and warrant that I am (we are) the sole owner(s) of the Donated Materials described above; that I (we) have full right, power, and authority to give the Donated Materials to the University; and that the information I (we) have provided is accurate. The terms of this Deed of Gift shall apply to all of the Donated Materials described on Exhibit A and on any subsequently delivered Addendum notwithstanding that some materials may be delivered before or after the date of this Deed of Gift.

**Signed:**(DONOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ACCEPTANCE BY THE UNIVERSITY:**

The University hereby accepts this gift with appreciation and agrees to the conditions stated in this Deed of Gift.

\_\_\_\_\_  
David Ranzan  
University Archivist and Special Collections Librarian

\_\_\_\_\_  
Date

**EXHIBIT A TO DEED OF GIFT**  
Description of Donated Materials

*Courtesy of the Association of Research Libraries and adapted from a form developed at the Ohio State University Library and Michigan State University Libraries.*