

DEED OF GIFT

Gift of Papers and Other Historical Materials

of

to the

H.E. Nutt Archives
of VanderCook College of Music

1. Subject to the terms and conditions hereinafter set forth, I, _____ (hereinafter referred to as the Donor), hereby give, donate, and convey to VanderCook College of Music (hereinafter referred to as the Donee) for deposit in the H.E. Nutt Archives, my papers and other historical materials (hereinafter referred to as the Materials) which are described in Appendix A, attached hereto.
2. Title to the Materials shall pass to the Donee upon their delivery to the Donee.
3. Following delivery, the Materials shall be maintained by the Donee in the H.E. Nutt Archives. At any time after delivery and subject to the provisions of paragraph 5, the Donor shall be permitted freely to examine any of the Materials during the regular working hours of the H.E. Nutt Archives.
4. It is the Donor's wish that the Materials be made available for research as soon as possible, consistent with the General Restriction Policy of the H.E. Nutt Archives, following their deposit in the H.E. Nutt Archives. The Donee shall have the Materials reviewed and shall restrict access to those Materials the use of which should be restricted in accordance with the normal application of the General Restriction Policy of the H.E. Nutt Archives.
5. Following the completion of the review provided for above, materials so restricted shall not be made available for inspection, reading, or use by anyone, except regular employees of the Donee in the performance of normal archival work on such Materials, and the Donor, or persons authorized by him in writing to have access to such materials.
6. Notwithstanding the provision of paragraph 5, Materials covered by this instrument shall be subject to subpoena or other lawful process, subject further to any rights, privileges or defenses that the Donor, the Donee or any other person may invoke to prevent compliance with said subpoena or other lawful process. To insure Donor the opportunity to raise such rights, privileges, or defenses, the Donee shall notify the Donor or his representative, so long as the Donor lives, as expeditiously as possible of the receipt of such subpoena or other lawful process.
7. Materials which have been restricted from access as herein provided shall be reviewed by the Donee from time to time and any Materials which, because of the passage of time or other circumstances, no longer require such restrictions shall be opened to public access.
8. Subject to the restrictions imposed herein, the Donee may dispose of any of the Materials which the Donee determines are not required by the H.E. Nutt Archives.

9. The Donor hereby gives and assigns to the Donee all rights of copyright which the Donor has in (a) the Materials and (b) in such of his works as may be found among any collections of Materials received by the Donee from others.

10. In the event that the Donor may from time to time hereafter give, donate, and convey to the Donee, for deposit in the H.E. Nutt Archives, additional papers and other historical Materials, title to such additional papers and other historical Materials shall pass to the Donee 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.

Signed: _____
Donor

Date: _____

The foregoing gift of the papers and other historical Materials of the Donor is accepted on behalf of the H.E. Nutt Archives, subject to the terms and conditions heretofore set forth.

Signed: _____
Donee (H.E. Nutt Archives)

Date: _____