



JAMES MADISON UNIVERSITY
FOUNDATION

Gift-In-Kind Agreement

for the purpose of Special Collections, Libraries and Educational Technologies

To Be Completed By The Donor:

Please provide information about the gift property offered to the James Madison University Foundation for the benefit or use of James Madison University. **Gifts-In-Kind typically involve tangible personal property.**

About The Donor: Name _____
 Address _____
 Phone _____
 Fax/Email _____

About The Gift: Description **SEE ADDENDUM II – List of Materials in Collection and Any Restrictions**

Fair Market Value of Materials (where available): \$_____ On Date of Gift: _____

(Please attach documentation of the material's value – e.g., an appraisal, a paid invoice, or a retail price list. If substantiation is not available, a value of \$1 will be assigned by James Madison University Foundation.)

Please refer to “Addendum I - Deed of Gift” and “Addendum II - List of Materials in Collection and Any Restrictions” which are incorporated by reference into this gift agreement.

Name of Donor: _____
 Please Print

Signature of Donor: _____ Date: _____

To Be Completed By James Madison University:

If applicable, please list any benefits received by or made available to the donor in consideration for making this gift:

Estimated Value of Donor Benefits: \$_____

Special Collections Librarian at James Madison University to Receive This Gift:



 Please Print

 Signature Date

James Madison University Procurement as official signatory for agreements:



 Please Print

 Signature Date

To Be Completed By the James Madison University Foundation, Inc.:

I here affirm that the above-described property is accepted as of the date written below by the James Madison University Foundation, Inc. on behalf of James Madison University.

 Officer, James Madison University Foundation, Inc. Date

A copy of this form will be provided to the donor upon execution by the James Madison University Foundation, Inc.

*Please send or deliver this completed form to
 James Madison University Foundation, Inc. at 1320 S. Main St. - MSC 8501 in Harrisonburg, Virginia 22807*



***Addendum I
Deed of Gift***

[NAME] (hereinafter referred to as the Donor), sole and absolute owner of these materials, being of sound mind, does hereby transfer, give, grant, and assign to James Madison University Foundation, Inc. (hereinafter referred to as JMU Foundation) the materials described in Addendum II of this gift-in-kind agreement. The Donor represents and warrants that s/he is the sole owner of the tangible property comprising the materials. The Donor represents and warrants that his/her title to the materials is free and clear of all liens and claims and is unencumbered and that s/he has full power and authority to transfer to JMU Foundation good title to the materials. **The Donor understands that the JMU Foundation will transfer ownership of the material property to James Madison University Special Collections (hereinafter referred to as Special Collections) when this gift agreement and its addendums are fully executed and all appropriate procurement procedures are completed by the JMU Foundation. The execution of this gift agreement and its addendums by Special Collection confirms Special Collection’s acceptance and ownership of the material.** Said materials are to be administered by Special Collections.

Relationship of the Donor to the Materials (check all that may apply)

- Donor is the primary creator of these materials
- These materials were transferred to the Donor from an estate
- Donor is the legal spouse of the creator of these materials
- Donor is a family member of the creator of these materials
- Donor has collected or preserved these materials but has no legal relationship other than ownership
- The Donor worked for the organization in which these materials were created
- Other (please specify) _____

Transfer of Materials to the JMU Foundation.

JMU Foundation and Special Collections reserve the right to inspect the materials prior to execution of this Deed of Gift. **Special Collections /donor** will bear the costs involved in physically conveying these materials to the JMU Foundation by means mutually satisfactory to the Donor, JMU Foundation and Special Collections. The risk of damage or loss to the materials will pass to Special Collections upon receipt of the materials.

Processing, Cataloging, and Preservation

Special Collections will arrange, describe, catalog, preserve, and provide access to these materials in accordance with standard library and archival procedures, and it will provide a suitable depository for the materials. Special Collections shall have no liability for damage to or destruction of the materials by fire, water, or other casualty.

The Donor acknowledges that Special Collections intends to make the donated materials available for an ongoing or indefinite period of time. In order to accomplish this, Special Collections may need to transfer some or all of these materials from the original media as supplied by the donor to new forms of media to ensure their ongoing availability and preservation. The Donor grants Special Collections rights to make preservation and access copies of materials in the collection and to make those copies available for use.

Donor Initials: _____



Processing, Cataloging, and Preservation of Electronic Records

Special Collections may employ library staff, university staff, or outside contractors to store, evaluate, manage and/or analyze materials in the collection.

Upon accessioning, Special Collections will transfer all electronic records to a secure server space with restricted access. Descriptions created for each group of records will indicate whether or not they are likely to contain Secure Electronic Information (SEI). When the records are processed, JMU Special Collections and Digital Collections will use standard software packages to scan the content for common types of SEI (phone numbers, social security numbers, etc.) Records containing SEI will be embargoed and processed later in accordance with any restrictions outlined in this agreement and with Special Collections' policies and practices.

Does Special Collections have your permission to decrypt passwords or encryption systems, if any, to gain access to electronic data received as part of the materials?

Yes

No

Does Special Collections have your permission to recover deleted files or file fragments, if any, and provide access to them to researchers?

Yes

Yes, under the following conditions

No

Does Special Collections have your permission to preserve and provide access to log files, system files, and other similar data that document your use of computers or systems, if any are received with the materials?

Yes

Yes, under the following conditions

No

Materials Not Retained by the Special Collections

Special Collections is interested in preserving an enduring record of the material's subject's life and achievements. In the event that Special Collections locates duplicative materials within the collection or materials that are not of enduring research value, Special Collections may remove, discard and/or destroy said materials.

Donor Initials: _____



Copyright

Copyrights and rights of reproduction in and to these materials will be governed by United States copyright law. The Donor or Special Collections may administer the copyrights related to these materials (please initial one option below):

_____The Donor **would not like** to be contacted about individual publication requests or requests related to commercial uses related to these materials. The Donor does hereby transfer, give, grant, and assign any copyrights that they hold in these materials to the Special Collections.

_____The Donor **would like** to be contacted about individual publication requests and individual requests related to commercial uses of these materials. The Donor or the Donors representative will administer these rights and grant permission as these requests arise. The Special Collections should refer use requests to the following address of the donor or the donors designated representative:

Name:

Address:

Phone:

Fax:

Email:

Should correspondence by certified letter, email, fax and/or phone by Special Collections staff to verify the address above (or an updated address) be unanswered or marked as undeliverable, this document will be updated with that information. If the donor or their designee does not respond to a request for updated information within thirty (30) days, requests for permission to use the donor's material will be assumed to be granted without further request by patrons.

As part of its mission to support research and teaching, Special Collections incorporates copies of materials from its collections into course materials, digital collections available to the general public, events and exhibitions. It is understood and agreed that Special Collections may, without further approval of the Donor: (a) create reproductions of the items for educational purposes, including online course resources and digital collections; (b) display and exhibit and make copies of items in the materials for exhibition purposes or other related purposes, including but not limited to exhibition catalogues, promotional materials and posters, brochures and reports about the materials or Special Collections; and (c) loan the materials or copies thereof to other institutions for exhibition purposes, in accordance with Special Collections' rules and regulations. The rights in this Paragraph are in addition to and not in lieu of any rights or privileges under the U.S. Copyright Act.

Donor Initials: _____



Access and Use

These materials will be open for research in accordance with the regulations and procedures of Special Collections for unrestricted collections. Any restrictions on access requested by the Donor for reasons of privacy or confidentiality and accepted by the JMU Foundation and Special Collections must be noted specifically below and must have a date of termination.

The Donor and any representatives of the Donor may have regular access to the collections so long as that use is in accordance with the regular regulations and procedures of Special Collections. Materials may only be used during the hours that Special Collections is open and collections that are stored off-site may require advance notice so that they may be retrieved for use. Special Collections will make up to 100 research copies from the donated paper materials per year for the Donor. Other requests by the Donor will be negotiated with Special Collections.

Restrictions on Access and Use (if any):

See Addendum II – List of Materials in Collection and Any Restrictions

Privacy

[required for electronic records]

Special Collections will review the materials in the collection to identify items that contain sensitive information. Please indicate below your awareness of materials that may contain sensitive information.

To the best of my knowledge, these materials do not contain sensitive information.

OR

I believe that the materials are likely to contain sensitive information such as:

- Social Security numbers
- Bank account numbers
- Passwords
- Medical records
- Counseling records
- Student records
- Employment records
- Materials covered by attorney-client privilege
- Research data related to human subjects
- Federally Classified or Federally restricted materials
- Other materials that have specific privacy concerns, please specify _____

Donor Initials: _____



Addendum II
List of Materials in Collection and Any Restrictions

Boxes (number):

Format of materials:

Content of materials:

Donor, James Madison University Foundation, Inc. and James Madison University Special Collections agree to the following restrictions:

Note: Student-related and student-created papers may be restricted per the Family Educational Rights and Privacy Act (FERPA) law.

NOTE: Additional materials donated at a later date will require the execution of a separate agreement.

Donor Initials: _____



A Word about Gifts-In-Kind.

The donor is advised to consult with the donor's tax advisor, accountant, or attorney regarding the nature of the charitable contribution tax deduction available to the donor. In general, the tax deductibility of tangible personal property depends upon the nature of the gift property and the property's benefit to or intended use by the University.

The donor is responsible for determining and substantiating the gift(s)-in-kind value. The James Madison University Foundation's representative's signature on the Gift-In-Kind Agreement form is an acknowledgement of receipt of the gift and not agreement with the valuation of the gift. The donor understands if the donation qualifies as a charitable contribution, s/he will receive a separate receipt from James Madison University Foundation, Inc., and that James Madison University Foundation, Inc. is the authorized signatory for IRS Form 8283 should s/he choose to submit it.

Unless otherwise agreed upon, this gift will be entered on the books of the James Madison University Foundation, Inc. upon acceptance of the gift and receipt of a fully executed Gift-In-Kind Agreement by the James Madison University Foundation, Inc. Immediately thereafter, **title will be transferred to James Madison University Special Collections.** Following this transfer, the gift will be entered into the property records of the University.

Please Note:

- Only officers of the James Madison University Foundation are authorized to accept gifts-in-kind on behalf of James Madison University.

- The portion of the Agreement form to be completed by a representative of the University is intended to confirm that the University desires to take possession of the gift property upon acceptance of the gift by the James Madison University Foundation, Inc.

Receipt by the James Madison University Foundation, Inc. of a completed Gift-In-Kind Agreement is required to establish the documentation of the gift's acceptance for the records of the donor, the James Madison University Foundation, Inc., and the University.

Thank you!