

**Gift of the [donor organization]
to the Brooklyn Historical Society**

1. [donor organization], (hereinafter referred to as the Donor), hereby donates the papers and other materials (hereinafter referred to as Materials) described in Appendix A to the Brooklyn Historical Society (hereinafter referred to as the Historical Society) for inclusion in its collection. Materials consist of approximately [x linear feet] of mixed archival materials, printed materials, photos, scrapbooks, oral histories, films, recordings, and born-digital records. Please see the Appendix A: Survey, for a more complete detail of scope and content of collections.
2. As owner of these Materials, Donor gives physical ownership to the Historical Society upon their delivery.
3. The Historical Society may grant access to the Materials in accordance with its policies, offering open access to all unrestricted items in the collection to researchers during open library hours and by additional appointment. The staff of the Historical Society will use their professional judgment to restrict sensitive and private materials.

Should the Historical Society staff designate any portion of the Materials as restricted, the Donor and any other person that they designate in writing, will have access to restricted portion of the Materials with the approval of the President of Brooklyn Historical Society. Any party, other than the Historical Society, interested in accessing any restricted material should petition the Donor in writing; if the Donor does not respond to this request within one month, the Historical Society may use their professional judgment in deciding when to grant access to the restricted materials.

4. The Historical Society grants to the Donor right of first refusal to take possession of any Materials it does not retain, whether during processing of the collection or later re-assessment of the Materials. The Historical Society will notify the Donor in writing of the items it does not wish to retain. If the Historical Society does not hear back from the Donor in six weeks from the date of notification, the Historical Society may proceed with the disposal of these items by whatever means it sees fit.
5. If, in the opinion of the Historical Society the Materials should be preserved in a different physical form, such as microform or digital format, the Historical Society may perform the necessary processing. The Donor understands that the Historical Society may approach Donor for funds or help raising funds for such reformatting work; Donor is not contractually obligated to provide such help or funds.

If the Historical Society elects not to retain the originals of such materials, it shall notify the Donor in accordance with paragraph 4, above, and the parties' rights in the originals shall be governed by said paragraph 4.

6. The Donor retains copyright and grants the Historical Society a non-exclusive license to reproduce the works for their own promotions, exhibits, and publications and broadcasts. Commercial use by anybody but the Historical Society must be made by arrangement with the Donor. A portion of proceeds of Materials from the collection that BHS reproduces and sells should be designated towards the care and preservation of the collection. Any party, other than the Historical Society, interested in reproducing any material for commercial use should petition the Donor in writing; if the Donor does not respond to this request within one month, the Historical Society may use their professional judgment in deciding when to grant reproduction of the Materials. The Historical Society will alert researchers to these copyright restrictions in the bibliographic record and/or finding aid. The Donor grants Historical Society staff the right to judge when a use request is commercial in nature.
7. In the event that the Donor may from time to time hereafter donate to the Historical Society additional Materials, title shall pass to the Historical Society upon their delivery and all of the provisions of this instrument of gift shall be applicable.
8. The Donor reserves the right to obtain a temporary return of the documents and materials from the collection for reasonable periods of time in connection with events or programs. The removal and return of any part of the collection shall be appropriately documented by both, and the Donor will reimburse the Historical Society its reasonable costs associated with such temporary return. Any loan of material to the Donor will be subject to the same rules and stipulations applied to all loans from the Historical Society, as stated in the Historical Society's Collections Policy; see Attachment B for the current Collections Policy.
9. In the event the Historical Society can no longer care or preserve these records for any reason, the physical ownership will revert to the Donor. In the event that, for any reason, the Historical Society's non-profit tax status changes to for-profit, the Donor reserves the right to take physical ownership of the collection.
10. The Donor acknowledges its fiscal responsibility to support the processing and cataloging of its records at the Historical Society. The Donor understands that the Historical Society may not begin work with the Materials until such funds have been raised. The Donor acknowledges responsibility to raise a total of \$xxxxx to fund the processing and preservation of the Materials. The Donor and Historical Society acknowledge that funds will be raised and processing and preservation work completed incrementally.

As required by New York State Education Law §233-aa, the Brooklyn Historical Society provided the Donor with a copy of its mission statement and collections policy.

Tax Deduction: Gifts to the Brooklyn Historical Society are tax deductible as charitable contributions. However, it is the Donor's responsibility to secure appraisals to support deductions.

Donor Information:

Name: _____
Address: _____

City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ E-mail: _____

Please indicate below how you wish to have your name appear in our listing of donors:

Donor's Signature: _____ Date: _____

The Brooklyn Historical Society gratefully acknowledges the gift of the object(s) listed above and affirms that it did not provide any goods or services in consideration of the gift.

By: _____ Date: _____
Deborah Schwartz, President

SAA Museum Archives Section Working Group Example