

LETTER OF AGREEMENT

This is an Agreement between [Donor Name:], [Donor Address:] (**“Donor”**) and the **Center for Curatorial Studies at Bard College (“CCS Bard”)** on behalf of the Center for Curatorial Studies Archives, 33 Garden Road, Annandale-on-Hudson, NY 12504 (**“CCS Archives”**). The purpose of this Agreement is to set forth (a) the terms by which the Donor agrees to donate certain personal papers, records, letters, ephemera, memorabilia, documents, photographs, publications, other literary and pictorial works, and other textual and non-textual materials (or combinations thereof) in various formats and media (or combinations thereof) which are individually and or collectively of an historical nature (collectively, the **“Collection”**) to CCS Bard, so that the Collection may be preserved and administered by the CCS Archives and made available for study and research by scholars and other interested persons; and (b) the terms under which CCS Bard accepts the donation and agrees to preserve and administer the Collection.

I. The Donor agrees:

1. That the CCS Archives shall have the right to reject any items included in the Collection which are duplicated elsewhere in the Collection or elsewhere in the CCS Archives, or which are deemed by the CCS Archives, in its sole discretion, to have no research value or otherwise to be inappropriate for inclusion in the CCS Archives. The CCS Archives shall advise the Donor of any such rejected items and, at the Donor's election, shall either return them to the Donor at the Donor's expense or discard them.
2. That, after processing and arranging the Collection in accordance with this Agreement, the CCS Archives shall have the right, at any time, to discard or otherwise dispose of any items included in the Collection.

II. CCS Bard and the CCS Archives agree:

1. To accept the Collection, subject to the terms and conditions of this Agreement.
2. That the Collection accepted, in its entirety, will be known as the **“[collection name]”**
3. To process and arrange the Files donated according to standard archival principles.
4. To lend the Donor, or her/his designee, upon written demand, any item included in the Collection which the Donor or her/his designee needs for legal, auditing, or other business purposes.

III. Access, Copyright, Unauthorized Use

1. Ownership of the copyright, or of any exclusive right or rights under copyright, in the Collection or in any item included in the Collection is not changed, transferred, or in any way affected by this Agreement, which provides only for the continuing donation of the physical Files.
2. CCS Archives will provide access to the Collection to the Donor, and such persons as CCS

Bard, in its sole discretion, deems qualified according to CCS Bard's then-current rules and regulations for access to archival materials. In addition, if the Donor or her/his designee gives written notice to the CCS Archives requesting that the CCS Archives grant access to the Collection to a certain employee, agent, or representative of the Donor or her/his designee, CCS Bard agrees to grant such person access to the Collection, and to any part thereof, during normal CCS Archives hours.

3. CCS Bard hereby disclaims, and the Donor hereby releases CCS Bard and its employees and agents from, any and all liability or responsibility for any reproduction, publication, distribution, or other use of any kind made by any user of the Collection or any part thereof.
4. Nothing in this Agreement shall constitute or be construed as a waiver by CCS Bard of any of its rights regarding the Collection under the Copyright laws of the United States, including, without being limited to, its rights under Sections 107, 108, 109 and 110 thereof.
5. [Access restrictions language placed here if needed]

IV. General

1. The Donor represents and warrants to CCS Bard and its CCS Archives (a) that s/he has full right and power to enter into this Agreement and to grant the rights granted hereunder; (b) that s/he has no knowledge of any competing or adverse claim to ownership of the Collection, or any part thereof, or of any right or interest therein; (c) that the Collection does not violate or infringe any copyright, right of privacy, or other right of any person; and (d) that the Collection contains nothing defamatory or otherwise contrary to law. The Donor will indemnify CCS Bard and hold it safe and harmless from and against any liability, loss, expense, or damage of any kind suffered by CCS Bard as a result of any breach or alleged breach of any of these representations and warranties.
2. All notices, permissions, demands, consents, requests, or other communications required, desired or permitted to be given under this Agreement shall be in writing and delivered by messenger or by first-class mail, postage prepaid, to the Donor or the Executive Director of CCS Bard, as appropriate, at the addresses stated above. Notices shall be deemed given when actually received. Either party may change the place to which the notices are to be sent by mailing a notice to the other party concerning such change.
3. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any purported assignment for which such consent has not been obtained shall be null and void. This Agreement constitutes the entire understanding of the Donor and CCS Bard as to the subject matter hereof, and all prior and collateral negotiations, understandings, and agreements are merged in this Agreement. No amendment, supplement, waiver, or termination of this Agreement shall be valid unless it is in writing and signed by both the Donor and CCS Bard. This Agreement is binding upon and will inure to the benefit of CCS Bard, the Donor, their respective successors in interest and permitted assigns. No waiver of any term, provision, or condition of this Agreement in any one or more instances will be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition, or a waiver of any other term, provision, or condition. This Agreement shall be governed by and

construed in accordance with the laws of the State of New York, and the parties hereto shall submit to the jurisdiction of the courts located in New York County for the resolution of disputes arising hereunder, regardless of the place of execution or performance of this Agreement. This Agreement is not for the benefit of any third party. If any part of this Agreement, for any reason, is declared to be invalid, it shall be deemed omitted. The remainder of this Agreement shall continue in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first below written.

CCS BARD
on behalf of its CCS Archives

DONOR:

By: _____

By: _____

Executive Director

[Donor Name]

Date: _____

Date: _____