

Reese Library  
Augusta State University

**Deposit Agreement**

In accordance with and subject to the terms and conditions hereinafter set forth, the Organization(s) \_\_\_\_\_ of the city of \_\_\_\_\_, county of \_\_\_\_\_, state of \_\_\_\_\_, being the sole and absolute owner(s) of the materials described in the attached schedule, do place on deposit with Special Collections, Reese Library, Augusta State University the following items in accordance with the Deposit Policy. Special Collections, Reese Library, Augusta State University will accept, on deposit, records or materials which are appropriate for the collection as defined in the Special Collections *Collection Development Policy*.

Conditions of Deposit.

1. Special Collections, Reese Library, Augusta State University (the Library) will provide a suitable depository for the records or materials and will house and maintain the same in good order according to accepted archival principles and procedures to ensure both preservation and accessibility to researchers. The Organization hereby releases and relieves the Library and its trustees, officers, employees, students and agents from any and all claims of whatever kind or character arising out of loss or other damage to the records or materials following their delivery to the Library.
2. The Library will return to the Organization or otherwise dispose of any records or materials which are determined to have no permanent value or historical interest, to be surplus to the needs of the Library, or which the Library cannot adequately house. The Organization shall state below whether materials are to be returned. If no restriction or condition is entered on this deposit agreement, the Library will use its discretion in disposing of unwanted materials. Materials which the Library determines it cannot adequately care for or which would be better housed elsewhere will be transferred to another appropriate institution or organization at the discretion of the Library.
3. The records or materials will be made available to all qualified researchers on equal terms of access. Any restrictions on access requested by the Organization for reasons of privacy or confidentiality must be noted specifically below and must have a date of termination.
4. With regard to the portion of the records or materials that bear a notice of copyright, the Organization and the Library understand and agree that the Organization does not, by this agreement, transfer any copyright in such records

or materials to the Library, and that the copyright holder or holders retain(s) such copyright.

5. Researchers using the records or materials will be supplied copies, upon request, of any material in the collection, in accordance with policies of the Library, unless such photocopying or other reproduction is specifically prohibited below. Such restrictions must have a date of termination.
6. The Library, in accordance with standard archival procedures, reserves the right to reproduce all or parts of the records or materials for reasons of security, preservation and service.
7. The Library as custodian of the records or materials may exercise or transfer to a third party the right of quotation or publication for scholarly publications or commercial publications of historical merit.
8. The Organization(s) hereby certifies ownership of literary rights to the writings of \_\_\_\_\_ [or *intentionally left blank*] which appear in these papers, with the sole right to transfer those rights.
9. The Organization(s) wishes that the deposit be identified to the public and in the records of the Library as:  
  
\_\_\_\_\_
10. The Organization will identify all permanent historical records or materials and (with the assistance of the Special Collections Librarian or his assistants) establish a schedule for the systematic transfer of records or materials to the Library.
11. The Organization is responsible for packaging and shipment of records or materials to the Library according to a mutually agreed to transmittal plan. Each container of records or materials must be accompanied by a Transmittal Form listing (folder labels only) its contents before the containers will be accepted for deposit.
12. The Library will bear the cost of storage, processing and administering access to the records or materials of the Organization. The cost of significant archival supplies and extra preservation needs and measures will be negotiated on an ad hoc basic between the Organization and the Library.
13. Portions of this collection of records or materials may be periodically loaned to the Organization's Agent (chief operating officer or executive director). During this loan period, the Library will not be responsible for any loss or damages incurred. The loan and return of materials will occur by procedure specified by the Library.

14.

RESTRICTIONS OR OTHER CONDITIONS OF DEPOSIT:

[or *intentionally left blank*]

DISPOSITION OF SURPLUS MATERIALS:

[or *intentionally left blank*]

RELATIONSHIP OF ORGANIZATION TO CREATOR OF PAPERS:

[or *intentionally left blank*]

In WITNESS WHEREOF, the Agent for the Organization has signed this Deed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Agent for the Organization

\_\_\_\_\_  
Position title

Accepted and received this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Agent for the Library

\_\_\_\_\_  
Position title

Draft October 23, 2006/wnn  
Adopted: April 30, 2007 wnn\_\_\_\_\_