

**DEED OF GIFT AGREEMENT**  
Canadian Lesbian and Gay Archives  
34 Isabella Street. Toronto, Ontario. M4Y 1N1  
Charitable registration # 11883 2864 RR0001

This form *must* be completed at the time of transfer of materials from the Donor to the Canadian Lesbian and Gay Archives (CLGA).

**Date of Transfer:** \_\_\_\_\_ **Accession Number:** \_\_\_\_\_

**Part 1:**  
**Warranty & Physical Transfer**

**1.1** I \_\_\_\_\_ (herein referred to as the Donor), am the sole and absolute owner of these materials, as personal property, and do hereby transfer, give, grant, and assign to the Canadian Lesbian and Gay Archives (CLGA) (herein referred to as the Archives) and its successors the materials described as follows (please use additional space if necessary):

**This donation includes:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Personal Papers        | <input type="checkbox"/> Books or Monographs    | <input type="checkbox"/> Periodicals       |
| <input type="checkbox"/> Organizational Records | <input type="checkbox"/> Artifacts and Ephemera | <input type="checkbox"/> Works of Art      |
| <input type="checkbox"/> Equipment or Supplies  | <input type="checkbox"/> Photographs            | <input type="checkbox"/> A/V Material      |
| <input type="checkbox"/> Electronic Records     | <input type="checkbox"/> Posters                | <input type="checkbox"/> Other (Describe): |

**Contact Information**

Address:

\_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Pronoun:**  He/Him  She/Her  They/Their  Other: \_\_\_\_\_

**1.2 Do you have authority to donate the materials on offer?** YES  NO   
If NO, please explain:

**1.3 Are you the creator/author of the records?** YES  NO   
If YES, skip to the next question.  
If NO, please describe how you acquired the records:

**1.4 Copyright and Intellectual Property**

Do you own copyright for the material on offer?

YES  NO

If YES, please complete please complete **Part 2.1** of this Agreement.

**1.5 Access Restrictions**

Do the records contain personal or third-party information that should be restricted for a limited period of time / subject to access conditions?

YES  NO

Note: The CLGA reserves the right to impose access restrictions over any material in the interest of third-party privacy. If YES, please complete **Part 2.2** of this Agreement.

**1.6 Tax Receipts for In-kind Donations**

Do you require an official tax receipt for the donation?

YES  NO

Note: A tax receipt *will only* be issued to eligible donors in accordance with the CLGA’s Monetary Appraisal Policy Statement.

**1.7 Accruals**

Do you anticipate any future donations this calendar year?

YES  NO

**1.8 Return on Material not Accepted**

Do you wish to have any materials not accepted returned to you at your own cost?

YES  NO

Note: Reasonable efforts will be made to contact the donor for the return of the material. At the end of thirty (30) days the CLGA reserves the right to dispose of the material in accordance with the Acquisitions Policy.

**1.9 Processing and Cataloguing**

The Archives will endeavor to arrange, describe, catalogue, preserve, and provide access to these materials in accordance with standard library and archival procedures at the discretion of the Executive Director. Additional funding and resources may have to be obtained through financial donations, grant programs or other sources before the Archives is able to fully process and catalogue all items. Are you including a cash gift with this donation of materials?

YES  NO

**1.10 Permission to Contact Donor**

Researchers may, from time to time, request information about the donor of collections. Does the Donor consent to have their personal name and contact information released to researchers upon request?

YES  NO

## Part 2: Additional Terms & Conditions

This section of the agreement addressed terms with respect to **Access restrictions** to the donated material and terms of **Copyright** over the material.

### 2.1 Terms pertaining to Copyright and Intellectual Property

2.1.1 Do you own copyright for some or all of the material on offer? If YES, please describe the material for which you own copyright (Use additional pages if necessary): YES  NO

2.1.2 Do you transfer copyright for some or all of this material to the CLGA upon transfer? YES  NO

If NO, please skip to Question 2.1.3.

If YES, please describe the copyright(s) that you are transferring to the CLGA (Use additional pages if necessary):

2.1.3 Do you transfer copyright of some or all of this material to the CLGA after your death? YES  NO

## 2.2 Access Restrictions

Access to materials may be restricted at the discretion of the Archives or by request of the Donor. The CLGA reserves the right to make copies and/or digitize materials on offer for the purpose of preservation without seeking additional permission from the Donor.

2.2.1 Do you wish to make all materials freely and publicly available in their entirety? YES  NO

If NO, please describe the materials that you do not wish to make freely and publicly accessible at this time (Use additional pages if necessary):

2.2.1A The restriction(s) applies until:

- The Death of the Donor
- \_\_\_\_\_ years after the death of the Donor.
- \_\_\_\_\_ years after date of transfer.
- Other. Describe:

Note: The CLGA will not restrict access to materials for an indefinite period of time.

2.2.1B While materials are restricted, would you consider granting limited access to registered researchers? YES  NO

If NO, skip to next question.

If YES, how would you like to be contacted:

- The researcher may contact the Donor directly.
- The CLGA may contact the Donor on behalf of the researcher.
- The CLGA may grant permission to access restricted materials to registered researchers on the condition that they not publish work based on these materials and/or make public any private or personally identifying information contained in the materials.
- Other. Describe:

2.2.3 Do you give permission to the CLGA to digitize and make accessible all materials online as part of a digital collections service and/or on the CLGA's website and social media platforms? YES  NO

If NO, please describe the materials that you do not wish to be digitized and made accessible online at this time (Use additional pages if necessary):

**Part 3:  
Signature**

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(Donor's signature)

(Date)

---

(Where relevant) Name of Organization / Corporation

By signing, I acknowledge that I have authority to bind the Organization / Corporation

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(Representative of the Canadian Lesbian and Gay Archives)

(Date)

You will receive formal acknowledgement and your copy of the Deed of Gift signed by a representative of the Archives.