In accordance with the terms and conditions set forth herein, I (we)
_____________________________, and _____________________________ (the “Donor(s)”),
as sole owner(s) and/or author(s) of materials described in the attached Exhibit A (the
Materials”), which is made a part hereof, do hereby convey, transfer, assign and deliver my
rights, title, interest and any literary rights the Donor possesses in the Materials to the Trustees
of Western State Colorado University for the use and benefit of Western State Colorado
University (the “University”).

1. The Donor hereby warrants that it has good and clear title to the Materials and agrees
to indemnify and hold the University harmless from any claim, liability, action, damages
or suit arising out of an alleged defect in the Donor’s title to the Materials.

2. The University shall deposit the Materials in a depository which in its sole discretion it
deems suitable for the Materials and shall maintain and preserve the Materials in
accordance with standard archival practices.

3. The University shall make the Materials available to the public in accordance with its
standard practices and the copyright laws of the United States, as amended from time
to time, without any restrictions except for lawful and reasonable restrictions imposed
by the Donor as a condition of the gift. Any restrictions imposed by the Donor are
described hereinafter together with a date on which the restrictions shall expire. The
University shall refuse to accept or shall return the Materials if in its judgment the
restrictions imposed by the Donor are unlawful or unreasonable.

4. The University shall determine in its sole discretion what uses shall be made of the
Materials. The University shall refuse to accept, shall return or shall dispose of any
Materials which it determines to have no permanent value or historical interest, or
which it cannot permanently house.
Restrictions on the use of the Materials:

Disposition of Surplus Materials:

Relationship of Donor to the Creator of the Materials:

IN WITNESS WHEREOF, I (we) have signed this Deed of Gift on this ________ day of ____________, 20____

______________________________________________
Donor

______________________________________________
Donor

Accepted and received this ________ day of ____________, 20____

______________________________________________
Agent of the University

Attach a Description of Materials.