Wartburg College Archives  
Donor Agreement

The Wartburg College Archives is responsible for the collection and preservation of records that document Wartburg College’s history, development, operation, policies, people, activities, and events.

In accordance with and subject to the terms and conditions hereinafter set forth, I (the Donor) ____________________, being the sole and absolute owner of the materials described in Appendix A, do hereby give, transfer and deliver all right, title and interest in and to these materials, together with all literary property rights and copyright that I hold herein, to Wartburg College Archives, Vogel Library, Wartburg College (the Archives).

Conditions of Gift:

1. All materials accepted by the Wartburg College Archives become property of the Wartburg College Archives. This gift is made without restriction, including display, preservation, retention or disposition of the property involved, either now or in the future.

2. The Archives will provide a suitable depository for the 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 Donor hereby releases and relieves the Archives 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 materials following their delivery to the Archives.

3. The Archives will return to the Donor, or otherwise dispose of, any materials which are determined to not meet the collection policy of the Archives. The Donor shall indicate whether materials is to be returned. If no restriction or condition is indicated on this Deed of Gift, the Archives will use its discretion in disposing of unwanted materials. In some cases, this will mean transfer of materials to a more appropriate institution.

4. The materials donated under this agreement will be made available to all qualified researchers on equal terms of access. Any restrictions on access requested by the Donor for reasons of privacy or confidentiality must be noted specifically on this Donor Agreement and must have a date of termination.

5. The Donor transfers any and all copyrights held to the Wartburg College Archives.

6. The Archives, in accordance with standard archival procedures, reserves the right to reproduce all or parts of the gift for reasons of security, preservation and access. This includes creation of digital surrogates of the material.

7. In the event that the Donor may from time to time hereafter give, donate and convey to the Archives additional materials, all provisions of this Donor Agreement shall be applicable to such additional materials. A description of the additional materials so donated and delivered shall be prepared and attached hereto.

8. The Donor wishes that the gift be identified to the public and in the records of the Archives as: ____________________________________________
Donor Information
Name: _______________________________________________________________________________
Permanent Address: _____________________________________________________________________
City/State/Zip: _________________________________________________________________________
Phone: ______________________ Email: _______________________________________________

Relationship of donor to the creator or collector of this gift (if you are acting on behalf of someone else):
_____________________________________________________________________________________

Access to the Collections
I understand that researcher access to the materials is governed by departmental policies and procedures, including:
• Materials held by the Archives are held in secure storage and are only used in the supervised reading room or via department-approved digital platforms
• Materials will be open for research use and may be used in physical and digital exhibits, and may be reproduced, digitized, and reformatted for preservation and access.
• Exceptions or restrictions requested by Donor (including termination date):
  ________________________________________________________________________________
  ________________________________________________________________________________
  ________________________________________________________________________________

Separations
Items not retained during the initial processing or future reappraisal by the Archives shall be (initial on the line next to A, B, or C):
_____ A) Discarded
_____ B) Returned to me
_____ C) Other: _____________________________________________________________________

Signatures
I understand and agree to the terms and conditions described herein:

Donor Name: ______________________ Signature: ___________________________ Date: __________

I accept this gift on behalf of Wartburg College Archives:

Name/Title: _______________________ Signature: ___________________________ Date: __________