

Center for American War Letters Archives Donation Form

1. Donor Contact Information

Name [Ms., Mrs., Mr., etc.]: _____

Address: _____

Email: _____ Landline Phone: _____

Cell Phone: _____

2. Additional Contact (and Relationship to the Donor)

Name [Ms., Mrs., Mr., etc.]: _____

Email: _____ Landline Phone: _____

Cell Phone: _____

Relationship to the Donor: _____

3. Donor Recognition

☐ Yes, please acknowledge my gift with the following recognition wording:

Gift of _____

An acknowledgment letter for this donation will be sent to the address listed in Section 1.

4. Brief Description of the Donated Materials

Number of items (approximately): _____

Description (e.g., letters, photographs, memorabilia, artifacts, service documents):

5. Source of the Donated Materials

Please check one of the following:

☐ I am the Author

☐ It was given to me by the Author.

Please explain: _____

☐ It was given to me by someone other than the Author.

Please explain: _____

☐ Inherited (relationship to donor): _____

☐ Purchased (e.g., estate sale, private seller, etc.): _____

☐ Found (city and physical location): _____

☐ Other Source, please explain: _____

6. Transfer of Ownership and Intellectual Property Interests

The Donor hereby irrevocably donates and conveys to Chapman University, for the benefit of the Center for American War Letters and the Leatherby Libraries, all rights, title, and interest that the Donor possesses in the materials described in Section 4 (the “Donated Materials”), subject to the attached Terms and Conditions and to the intellectual property interests noted in Section 6A and 6B.

A. Intellectual Property Interests

This section addresses the copyrights, literary rights, artistic rights, or patents (collectively, “Intellectual Property Rights”) that may be associated with the Donated Materials.

Please check one of the following:

☐ I control the Intellectual Property Rights for all of the Donated Materials.

☐ I control the Intellectual Property Rights for some of the Donated Materials. Please specify here:

☐ I do not control the Intellectual Property Rights for any of the Donated Materials. To the best of my knowledge, the Intellectual Property Rights are controlled by (leave blank if unknown):

B. Permissions

If you own the Intellectual Property Rights in some or all of the Donated Materials, please indicate your agreement to grant Chapman University the following by checking the box below:

- ☐ I hereby grant Chapman University, and its employee authors and respective publishers, a no-cost, perpetual, nonexclusive, worldwide right to use, reproduce, transmit, display, perform, publish, broadcast, prepare derivative works and distribute the Donated Materials. **By giving this permission I understand that I retain any copyright and related rights I may own in the Donated Materials.**

7. Additional Information about the Letter Writer and the Letters

(If you already have this material written out, please feel free to attach it to this donation form.)

Please provide biographical information about the letter writer, if known, or any other additional information about the donation and specific letters within the donation, including condition, and location of originals if photocopies donated. **Also, please do indicate a specific letter or letters that is/are particularly historical or fascinating in some way:**

I acknowledge that I have read the attached terms and conditions and any other submission policies and guidelines provided, and agree to all terms and conditions.

Signed (Donor): _____

Date: _____

TERMS AND CONDITIONS

1. Donor expressly represents and warrants to Chapman University that he or she is the sole owner of the Donated Materials and/or that Donor is fully authorized to give the Donated Materials to the University.
2. Subject to the intellectual property interests noted in Section 6A and 6B, Donor acknowledges that upon execution of the Donation Form, the Donated Materials irrevocably become the property of Chapman University. The display, use, maintenance, and disposition of the Donated Materials are at Chapman's sole discretion.
3. Donor represents and warrants that there are no claims, judgments, liens or other encumbrances of any kind whatsoever against the Donated Materials.
4. Chapman University does not advise donors on tax matters and suggests that Donor direct any questions regarding donations as charitable contributions to Donor's tax advisor. Donor shall be responsible for obtaining an appraisal of the Donated Materials if required.
5. Donor will defend, indemnify, and hold Chapman University harmless from claims or allegations arising from or relating to conduct that would be a breach of Donor's warranties or representations herein if established.

Internal Use (10.2023 form version):

Accepted by: _____

Notes: _____
