

Church History Department Donation Agreement

CHURCH HISTORY DEPARTMENT—ACQUISITIONS
15 E NORTH TEMPLE ST
SALT LAKE CITY UT 84150-1600
Phone: 1-801-240-5696
churchhistoryacquisitions@ldschurch.org

IP code

Donor Information

Donor's name(s)

Phone number(s)

Donor's address(es)

Email address(es)

Donation Information

Dear Donor(s),

We gratefully accept your donation and thank you for helping Corporation of the President of The Church of Jesus Christ of Latter-day Saints ("COP") collect, preserve, and share the history of The Church of Jesus Christ of Latter-day Saints ("Church").

Detailed description of everything you are donating through this agreement (collectively, "Donation Materials"): List the Donation Materials being given, indicate whether they are originals or copies, and indicate whether they include any oral history. (If needed, attach additional sheets.)

Biographical information of the person (or people) who created the Donation Materials: Include background information, relationship to Church history, or anything that would be useful when the Donation Materials are cataloged. Include birth and death dates, if applicable.

Past ownership of Donation Materials (not applicable for oral histories): Describe, as much as possible, the past ownership of the Donation Materials. If possible, include the date when and the location (such as city, state or province, and country) where the Donation Materials were made.

Additional information (if any): Please list any additional information or arrangements relating to the Donation Materials.

Church History Department Donation Agreement—continued

COP's Use of the Donation Materials

In furtherance of COP's activities, and to the extent legally possible, COP intends to use the Donation Materials in any and all manners that COP, in its sole discretion, deems appropriate, including, without limitation, to:

- a. Fix, produce, reproduce, and/or duplicate the Donation Materials in any media now known or later developed, including but not limited to digital copies;
- b. Prepare derivative works based upon the Donation Materials, including but not limited to compilations, summaries, indexes, research aids, transcriptions, and/or translations;

- c. Distribute the Donation Materials (or copies thereof) to others, including but not limited to circulating or lending the Donation Materials (or copies thereof) to others;
- d. Perform, exhibit, or otherwise display the Donation Materials publicly in any form of media now known or later developed, including but not limited to broadcasting or digital transmission; and
- e. Exploit and/or store the Donation Materials for any and all purposes that COP, in its sole discretion, determines best.

Examples

The following examples illustrate a few of the ways COP may use the Donation Materials. Because COP cannot anticipate all future needs or technologies, COP may use the Donation Materials in any and all other ways not specifically described above or set forth in these examples.

Example 1: When requested by a person or organization, COP may make the Donation Materials available for research or display.

Example 2: COP may share all or part of the Donation Materials in a public display, in a published article or book, and/or on a website.

Your Use of the Donation Materials

After making this donation, you may use your copy of the Donation Materials (if you choose to retain a copy) or the original materials (if you are donating a copy as the Donation Materials) in ways that will not interfere with COP's use of the Donation Materials.

Example: You may distribute copies of the Donation Materials to family members for personal use.

Your Agreement

By signing below, you (the "Donor") irrevocably grant, assign, and transfer physical possession of the Donation Materials and all of your right, title, and interest in and to the Donation Materials (including, without limitation, your property rights, copyrights, and other intellectual property rights in the Donation Materials) to COP. If the Donation Materials include your name, image, voice, likeness, biographical information, or story ("Personal Information"), or the Personal Information of another person for whom you can provide consent, then you hereby consent to COP's use of such Personal Information in connection with the Donation Materials (or any part thereof) for any and all uses of the Donation Materials that are allowed by this agreement. Also, to the fullest extent allowable and for the full term of protection otherwise given to you under applicable law, you hereby waive all droit morale (moral rights), rights of authors, and neighboring

rights in and to the Donation Materials and expressly consent to COP using the Donation Materials in accordance with this agreement, including without giving any credit to you. Further, you represent and warrant that, to the best of your knowledge, at the time of giving this donation and immediately before signing this agreement, you are the lawful owner of the Donation Materials, that you have full power and authority to make this donation, and that the Donation Materials are free and clear of all third-party claims and encumbrances. You acknowledge and agree that you will not receive any monetary or other compensation in exchange for your gift of the Donation Materials to COP or for any other rights or waivers that you grant in this agreement. You also understand that this agreement does not obligate COP to use your Donation Materials or Personal Information.

Name of COP representative (printed)	Signature of COP representative	Date
Name of Donor (printed)	Signature of Donor	Date

If there is more than one Donor, record the name of each additional Donor below and have each Donor sign and date this document.

Name of Donor (printed)	Signature of Donor	Date
Name of Donor (printed)	Signature of Donor	Date
Name of Donor (printed)	Signature of Donor	Date