



DONATION AGREEMENT

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2013.04.16

DONOR(S) (to be completed by the donor)

I/We \_\_\_\_\_ am/are the sole owner(s) of the Property or authorized representative of the sole owner(s) of the Property and have full power and authority to enter into this Agreement. The transfer of the Property is not subject to the conditions of any other agreement, nor to the consent of any other person or persons. The Property and the title thereto are not encumbered by any other interests. I do hereby donate, bestow, transfer, and assign, absolutely and forever all rights, title, estate, and interests in and to the Property described herein, to the University of Alberta as an unrestricted and unconditional donation.

Name(s) of Donor(s): \_\_\_\_\_

Title and Capacity (owner, executor, corporate representative, etc.): \_\_\_\_\_

Address \_\_\_\_\_

Phone (residence) \_\_\_\_\_ (business) \_\_\_\_\_

Date of Agreement \_\_\_\_\_

Signature(s) \_\_\_\_\_

The Donor acknowledges, has read, understands and agrees to the terms contained above and on the back of this document.

Note: Where the donation is being made by an institution or a corporation, the signature should specify the name and title of the authorized representative.

DESCRIPTION OF PROPERTY (the "Property")  continuation sheet attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The University of Alberta makes no representation as to the nature or amount of any tax benefits or consequences which may accrue to the Donor as a result of this donation. The Donor is advised to consult an independent tax advisor for information in this regard.

- A receipt is requested for income tax purposes  Copyright form is required
- Property has been delivered  Cultural Property Certification requested

Canada Revenue Agency rules for determining fair market value for non-cash gifts requires us to identify, for items purchased by the Donor **only**, the following:

The gift was purchased within the three (3) years prior to the time of donation  YES  NO

If yes, please state the original purchase price paid by the Donor: \$ \_\_\_\_\_

This donation is being made as part of a Tax Shelter gifting arrangement  YES  NO

**UNIVERSITY OF ALBERTA** (to be completed by an Authorized Representative)

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The University of Alberta hereby gratefully accepts the described Property under the conditions specified above.

Unit: \_\_\_\_\_

Registered Collection Name: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**Protection of Privacy** - The personal information requested on this form is collected under the authority of Section 33 (c) of the *Alberta Freedom of Information and Protection of Privacy Act* and will be protected under Part 2 of that Act. It will be used for the purpose of processing a donation offer of museum objects. Direct any questions about this collection to:

[Contact Position \_\_\_\_\_, Complete Address \_\_\_\_\_, Phone Number \_\_\_\_\_]

**OTHER TERMS OF THIS AGREEMENT**

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1. By this Agreement, the Donor delivers and the University accepts all right, title and interest to, and possession of the Property.
2. The Donor acknowledges and agrees that the donation of the Property is unconditional and irrevocable, and by this Agreement surrenders all right to reclaim ownership or possession of the Property.
3. The Donor covenants and agrees that to the best of the Donor's knowledge, the Property is not subject to the interests of any other persons, and the receipt and possession of the Property by the University does not constitute a violation of the laws of any jurisdiction of Canada or elsewhere, of any aboriginal rights, or of any agreement, written or verbal, in relation to the Property.
4. The Donor hereby covenants and agrees to indemnify and save harmless the University from any claims which may arise in relation to the Property resulting from interests of other parties in and to the Property, of which the Donor was or ought to have been aware, and did not disclose to the University at the time of execution of this Agreement.
5. The University reserves the right to refuse to issue an income tax receipt for the value of the Property an amount greater than that which the University, in its sole discretion, deems to be reasonable.

**THIS AGREEMENT IS MADE IN TWO ORIGINAL COPIES – ONE FOR EACH PARTY  
THE DONOR AND UNIVERSITY OF ALBERTA DO HEREBY SIGN TWO ORIGINAL COPIES  
OF THIS AGREEMENT AND EACH PARTY HOLDS ONE SIGNED COPY.**