

DONATION OFFER

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2013.04.15

UNIVERSITY OF ALBERTA (Authorized Officer) _____

Unit: _____

Registered Collection Name: _____

Name and Title of Authorized Representative: _____

Date of Receipt and or Review: _____

Signature of Authorized Representative: _____

DONOR(S) (to be completed by Donor) _____

This agreement does not transfer ownership, or risk of loss, of the Property. The University reserves the right to not accept any donation, and to return the Property to the Donor(s) at the Donor's expense. In offering the Property as a donation to the University of Alberta, it is understood that the Donor(s) has read, understands and agrees to the terms and conditions listed at the end of this agreement. Any transfer of ownership requires completion of a **Donation Agreement**, to be signed by both parties.

Name(s) of Donor(s) _____

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

Address: _____

Phone (residence): _____ (business): _____

Email: _____

If donation is in the form of a bequest from an estate, specify name of the estate: _____

Date: _____

Signature(s) _____

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.

DESCRIPTION OF PROPERTY (the "Property") _____

The following Property has been reviewed/received by the University of Alberta:

Description of Property (the "Property"). Include or attach further descriptions, legal descriptions, serial numbers, photographs, etc. as appropriate. _____

Continuation sheet attached

Condition Report attached

Current Location of Property: _____

ENCUMBRANCES AND RESTRICTIONS

Description of encumbrances, other restrictions, and other interests in the Property

CONDITIONS

1. The University of Alberta (hereinafter referred to as “the University”) agrees to maintain and hold the Property with the same standard of care established by the University for its own material, or such care as may reasonably be required considering the nature of the Property.
2. All donations are subject to approval by the appropriate University authority. It is further agreed by the University that it shall enter into a formal agreement only upon the acceptance of the donation.
3. In the event the Property is offered as a donation, it is agreed that unless the University and the Owner have entered into a prior written agreement to the contrary, the donation shall be unconditional.
4. Any attributions, valuations and other information which may be shown on this agreement are those specified by the Donor and shall not indicate the endorsement of the University of the same.
5. The University shall not clean, restore or otherwise alter in any way the Property specified herein, without the prior written consent of the Donor. If isolation of the Property is necessary (i.e., for pest control or disease control purposes), the University will make every reasonable effort to contact the Donor.
6. Unless otherwise agreed to herein, the University may photograph or reproduce the Property for its research and identification purposes.
7. Unless otherwise agreed to the contrary herein, the University shall not be responsible for any damage to the Property which may occur while the Property is in its custody.
8. The Donor shall inform the University of any conditions which may govern the Property being deposited, such as copyright, lien, export restrictions of the country of origin, etc. and the information concerning such conditions shall be specified in writing and attached to and made a part of this agreement.
9. If the ownership of the Property changes prior to the execution of a Donation Agreement, the Donor shall inform the University immediately, and the new owner shall be required to provide evidence satisfactory to the University to establish their legal right to reclaim the Property.
10. The University may request the removal of any Property deposited with the University under the terms hereof, by written notice to the Donor. Such Property if not withdrawn by the Donor or his/her agent within ninety (90) days of the transmission of said written notice, shall be placed in storage. If not reclaimed within one year of the transmission of said notice, the Property may be disposed of as the University sees fit. All reasonable costs incurred by the University for the storage, insuring or removal of the Property shall be the responsibility of the Donor of the Property.
11. Should the Donor request return of the Property prior to the execution of a Donation Agreement, the University shall have sixty (60) days to comply with such a request, and the University shall be deemed not to have refused to return the Property within that sixty (60) day period.

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]