THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

# Church History Donation Agreement

This Agreement is between The Church of Jesus Christ of Latter-day Saints and Intellectual Reserve, Inc. (affiliated legal entities collectively referred to as the "Church"), and the donors of records listed below (collectively, "Donor" or "you"). It is effective on the agreement date entered with the signatures on page 2.

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

## Donor Information

Provide the contact information for the primary donor. Identify additional donors on page 2.

| Family name | Given names | Mailing address |
|---|---|---|
| Complete name | | |
| Phone | Email | |

| Donating on behalf of an organization | Organization name | Your role in the organization |
|---|---|---|
| ☐ Yes ☐ No | | |

## Background of the Donation

Describe the significance and provenance of the items you are donating (each a "Record").

Significance: Explain the importance of the Records and the role of their creator in the history of the Church

Provenance: Describe any previous owners of the Records; for collections, also describe how the Records were brought together

## Donation Details

Provide details about the Records. If questions B–G have the same answers for multiple Records, group those Records together on a single row .

| A. List the Records in this group (title or brief description) | B. What do you want returned? (Choose one.) | C. These Records are (choose one): |
|---|---|---|
| | ☐ Nothing (the Church keeps the Records)<br>☐ Records shipped to mailing address above (the Church keeps a digital copy)<br>☐ Records returned by alternative method—see page 2 (the Church keeps a digital copy) | ☐ Originals ☐ Copies |
| | | D. When were these Records created? |
| | | E. Did you create these Records?<br>☐ Yes ☐ No |
| | F. If you did not create these Records, who did? (Provide name and other information.)<br>Birth year Death year Relationship to you | |
| | G. Request digital copy<br>☐ Send by email<br>☐ See return instructions | IP code (Church use only) |



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## Other Return Instructions

## Terms of the Donation Agreement

1. **License.** If you are donating an original Record and have not asked for the original to be returned to you, you hereby convey all of your ownership rights in that Record to the Church and have no further rights in or to the Record (or any copy) except for noncommercial personal or family use. In all other cases, you grant to the Church an irrevocable, worldwide, perpetual, nonexclusive license to use the Records identified herein (and any other materials donated herewith in conjunction with your donation of the Records) for any purpose and in any way, either in whole or in part, in any and all media and languages, in unlimited number, and by any and all means now known or hereafter devised (collectively, the "Rights"). Because the license is unlimited, the Church has the right but not the obligation to *(a)* produce, reproduce, duplicate, publish, transcribe, fix, adapt, prepare derivative works from, distribute, offer copies of for sale, lend, perform, display, broadcast, communicate to the public, post on internet sites any text contained within or photographs of, and otherwise exploit the Records; *(b)* freely alter, crop, edit, revise, modify, decrypt, create derivative works from, or adapt the Records and/or incorporate the Records into other works and make such other changes therein and such uses and dispositions thereof as the Church in its discretion may deem necessary or desirable; and *(c)* freely sublicense others to do any or all of the foregoing.

   If you are donating only a license to the Records and keeping the original, you retain whatever intellectual property rights you have to the original and may exploit such rights provided that your activities do not interfere with the Church's authorized uses under this Agreement. You must obtain the Church's written permission before doing anything that would usurp or interfere with the Church's Rights or interests in any way.

2. **Affirmation of Ownership.** You affirm that you are the true and lawful owner of the Rights conveyed to the Church hereunder, you are free to enter into this Agreement, the Records are clear of any claims or encumbrances, and your donation neither infringes on the rights of any third parties nor conflicts with any other agreement or understanding to which you may be a party.

3. **Use of Name and Likeness.** If the Records include your name, voice, likeness, or image, or those of anyone living or deceased for whom you have the right to consent, then you consent to the Church's use of such name, voice, likeness, or image in connection with the Church's use of the Records. You agree that the Church may, but is not required to, use the creator's or your name, likeness, image, and other biographical information in its use of the Records and that such use will not diminish the Church's rights hereunder or grant any rights to you except as expressly provided herein.

4. **Return of Records.** If you have asked for the Records to be returned to you, it is your responsibility to provide updated contact information. The Church endeavors to process Records timely but makes no promises or representations regarding when it will return items to you. The Church will care for your Records in its custody in the same way it cares for similar records of the Church. Once a Record is processed, the Church will contact you to arrange the item's return to you. If the Church is unable to contact you within 30 days of first attempt, then the Church (in its sole discretion) may keep, destroy, or otherwise dispose of the Record, and you forgo any rights to it.

5. **No Obligation to Use.** The Church has no obligation to use or maintain the Records (or any part thereof) or any other information provided by you.

6. **Final Review.** This Agreement will be valid or enforceable once accepted by the Church. Acceptance occurs when the Church processes and assigns a call number to the Records.

7. **Miscellaneous.** This Agreement binds and inures to the benefit of the parties, their successors, heirs, assigns, and legal representatives and is governed by the laws of the State of Utah, United States of America, excluding conflict-of-law principles. If a provision of this Agreement is deemed invalid, the parties will negotiate in good faith to modify the Agreement to accomplish the parties' original intent. Likewise, if any dispute arises, the parties will endeavor to settle the dispute informally. If the dispute cannot reasonably be resolved informally, the parties agree to venue and jurisdiction in the courts in Utah. In the event of any breach or alleged breach by the Church of any of its obligations to you, you agree that you will be limited to your remedies at law for damages and will not be entitled to terminate or rescind this Agreement or to seek equitable or injunctive relief.

## Signatures

***Church Representative***

| Church representative's name (please print) | Church representative's signature | Agreement date |
|---|---|---|
| | | |

***Donors***

| Your name or donor organization's name (please print) | Signature | If applicable, birth year or membership record number |
|---|---|---|
| Additional donor's name (please print) | Signature | If applicable, birth year or membership record number |



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## Church History Donation Agreement— (continued)

| Family name | Given names | Organization name |
|---|---|---|
| | | |

### Donation Details—continued

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- ☐ Records returned by alternative method—see page 2 (the Church keeps a digital copy)

C. These Records are (choose one): ☐ Originals ☐ Copies

D. When were these Records created?

E. Did you create these Records? ☐ Yes ☐ No

F. If you did not create these Records, who did? (Provide name and other information)

Birth year | Death year | Relationship to you

G. Request digital copy
- ☐ Send by email
- ☐ See return instructions

IP code (Church use only)

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