

**Whitehead Memorial Museum**  
**TERMS AND CONDITIONS FOR ARTIFACT DONATIONS**

1. All donations to the Museum will be outright, unconditional, and irrevocable gifts to the Whitehead Memorial Museum (hereafter referred to as the Museum), and will become the complete and total property of the Museum at the time of the Donor's signature on the Deed of Gift.
2. Donations may be tax deductible. However, the Museum will provide no appraisal of the gift. It is the responsibility of the Donor to obtain this.
3. If the Deed of Gift has not been signed by the Donor after 90 days of notification of its acceptance for the Museum's collections, the artifacts listed on the Deed will become the property of the Museum, according to the terms stated on this document and on the Temporary Artifact Receipt (previously signed by the Donor), without any liability accruing to the Museum or its agents or employees.
4. Because interests and objectives change and subsequent acquisitions may be in better condition or more useful for the Museum's purposes, no guarantee can be made that the artifacts on the face of this agreement will always remain under ownership of the Museum or in the collection designated herein. If removed from the Museum's collections at any point, these artifacts will not be returned to the original Donor, but will be handled according to the current Collections Management Policy. The Museum is not required to notify the original Donor of an artifact's removal from the collections.
5. The goal of preserving our collections, limited gallery space, and the policy of changing exhibitions do not allow the Museum to permanently exhibit any artifact.
6. There are two types of collections currently maintained by the Whitehead Memorial Museum:
  - A. Permanent Collection. 3D artifacts and original documents, photographs, and library materials are accepted for the permanent collection with long-term preservation as the primary focus. These contribute strongly to the Museum's mission, and have strong documentation. They may be used for exhibition, research, and the further documentation of other parts of the collection. Artifacts with this designation are stored in a climate-controlled environment and in areas where light levels are regulated, and handling is restricted.
  - B. Use/Education/Reference Collection. 3D artifacts, documents, photographs, and library materials may also be accepted for educational use. These artifacts may be used as general reference material for the public, serve to illustrate talks and demonstrations, or provide visitors and program participants with "hands on" knowledge (meaning the artifact may be touched). Such artifacts might be used in exhibition situations where the environment and/or security of artifacts might threaten their long term preservation. Environmental conditions, light levels, and handling are not restricted.
7. The Donor freely consents and grants the Whitehead Memorial Museum, its assignees, licensees, and successors, the right to record his/her name, contact information, and documentary information and images relating to donated artifacts. The Donor also consents and grants the aforementioned parties the right to use, adapt, publish, print, broadcast, transmit, and distribute worldwide, in whole or in part, in any and all languages, in any and all media and formats now known or hereinafter devised, and the right to sublicense the publication, exhibition, broadcast, transmission, distribution, and translation rights now and in the future, with the exception of private contact information.

The Donor's signature also constitutes free consent and permission to use his/her name and biography, and information and images relating to donated artifacts, including but not limited to use on Whitehead Memorial Museum's internet web site, exhibitions, promotional brochures, broadcasts, and transmissions. He/She expressly releases the Museum from any and all claims arising out of the use of his/her name and biography, and documentary information and images relating to donated artifacts including but not limited to claims of invasion of privacy, defamation, and infringement of the right of publicity.

**Whitehead Memorial Museum  
DEED OF GIFT**

Name: \_\_\_\_\_ Home # \_\_\_\_\_

Address: \_\_\_\_\_ Work # \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Description of Artifact(s): Please add history of item.

This Deed of Gift represents an agreement between the Whitehead Memorial Museum and the Donor(s) named hereon. Any variation in the terms and conditions noted hereon must be submitted in writing to the Executive Director of the Museum for approval.

The Donor received no goods or services in consideration of this gift.

I/We certify that I/we have read and agree to the "Terms and Conditions for Artifact Donations" found on the first page of this form, and that the artifacts being offered are my/our personal property not otherwise secured to a third party. I/We do hereby irrevocably and unconditionally give and transfer to the Museum all rights, title, and interests, including all copyright, trademark, and related property interests, if any and when owned by me/us, in and to the described property.

Donor Signature: \_\_\_\_\_

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

This Gift is Given in Memory of: \_\_\_\_\_

\_\_\_\_\_

**For Museum Use Only:**

Accepted for The Whitehead Memorial Museum by:

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Accession #: \_\_\_\_\_

Date Acceptance Letter Sent: \_\_\_\_\_