



University of Georgia Main Library
325 N. Jackson Street, 7th Floor
Athens, Georgia 30602
(706) 542-7360

**University of Georgia Libraries Media Archive
Deed of Gift**

1. Nature of the donation agreement. Susan Colangelo (hereafter referred to as "Donor") hereby conveys to the Board of Regents of the University of Georgia and the Libraries' Walter J. Brown Media Archives and Peabody Awards Collection (hereafter referred to as "Libraries") the physical property set forth in Attachment "A" of this Agreement (hereafter referred to as "Materials") which shall, upon receipt of such items by the Libraries, become the sole and exclusive property of the University of Georgia in perpetuity. The name of the Materials shall be the *"The Wilma Frances Wickes Berry Home Movie Collection"*. Such other and related materials as the Donor may, in his sole discretion, donate to the Libraries shall be governed by the terms of this agreement or by such written amendments as may be agreed upon in writing by the Donor and the Libraries.

2. Delivery. The Materials will be delivered to the Libraries "as is" in boxes.

3. Copyright.

- a) The Donor agrees to transfer to the Libraries, through inter vivos gift, his right, title and interest in the Materials. The Libraries agree to assume the obligations of the Donor to the several Guilds, Unions, networks, and individuals involved for re-use rights.
- b) The Libraries shall establish duplication fees for the Materials with no recourse by the Donor. Copies may be made for researchers, libraries, production companies, studios, networks, or other entities without prior permission from the Donor and any other entities with rights interest.
- c) Any use of the Materials must contain a credit reading: *"The Wilma Frances Wickes Berry Home Movie Collection, University of Georgia Libraries."*
- d) Copies of the Materials may be made by the Libraries for study in the Libraries Media Department without first obtaining the Donor's permission.
- e) The Libraries may exhibit the Materials at the University of Georgia campus, including broadcast/transmission on the student-operated radio station, without admission charge.

4. Access to the materials. The Materials shall be subject to the following restrictions on use:

- a) No original Materials shall be used by researchers. Only reference copies may be used. The UGA Library will make an effort to see that any scenes in the original footage where the genitals of any baby are openly exposed shall be deleted from the reference copies.
- b) Reference copies will be available at the University of Georgia Libraries Media Department.
- c) Access to reference copies shall be open to all persons.
- e) The initial Copies, DVDs as well as uncompressed Quick Time files loaded onto an external hard drive (suitable external hard drive to be provided by the donor) of the Materials shall be made available to the Donor for personal use free of charge. Any additional requests for copies made by the Donor will be satisfied at the cost of preferred media needed for duplication. It is understood and agreed that direct descendants of Wilma Frances Wickes Berry will have free use of the materials for creative purposes. Any artwork utilizing the materials will give written credit to the collection and the UGA Library as described in 3.c. It is further understood and agreed that these same descendants have permission to exhibit, publish, or sell original artwork that may utilize portions of the material and that the artist in question shall hold copyright to the original artwork created.

5. Archival care.

- a) The Materials will be stored in the University of Georgia Libraries Walter J. Brown Media Archives.
- b) The Libraries shall use reasonable means to maintain, repair, restore, and/or preserve the Materials as may be necessary as determined by the Libraries. The parties recognize, however, that because of the natural deterioration properties of film and video, the Materials will deteriorate over time. In cases of extreme deterioration, the Libraries agrees to notify the Donor of such deterioration and of the Libraries' intent to destroy the deteriorated materials. The Donor shall be given the opportunity to remove such materials from the Libraries' collection, at the Donor's expense, prior to its scheduled destruction.
- c) The parties recognize that, because of the unstable quality of parts of the Materials, some of the Materials may be damaged or destroyed in the conversion of such materials to preservation copies. The Libraries shall not be responsible for any damage to, destruction of, or loss of the Materials or any portion thereof unless said damage, destruction, or loss occurs as a result of negligence or willful misconduct on the part of the Libraries, its officers, agents, or employees.

6. Cataloging. The Materials will be cataloged and indexed in accordance with the University of Georgia Libraries' standard practices and procedures.

7. Consultation with Donor. The Libraries will make reasonable effort to inform and consult with the Donor about any projects beyond on-site research use which utilize the Materials.

Agreed:

For the University:

For the Donor:

Ruta Abolins
Dir. Brown Media Archives

Date

Date