

Church History Donation Agreement (with Intellectual Property Rights)

This Church History Donation Agreement (with Intellectual Property Rights) (this "Agreement") is between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("CHC") and Intellectual Reserve, Inc. ("IRI"; CHC and IRI collectively, the "Church"), and the donor or donors listed below (collectively and individually, "Donor," "you," or "your"). 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 Donor on page 2.

Family name		Given names	Mailing address
Complete name			
Phone	Email		
Donating on behalf of an organization <input type="checkbox"/> Yes <input type="checkbox"/> No	Organization name		Your role in the organization

Background of the Donation Describe the significance and provenance of the items you are donating (collectively and individually, the "Records")

Significance: Explain the importance of the Records and the role of their creator in the history of The Church of Jesus Christ of Latter-day Saints

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

Details Provide details about the Records. If questions B–G have the same answers for multiple portions of the Records, group those portions of the Records together on a single row (each grouping, a "Record Group").

A. List the Records in this Record Group (title or brief description)	B. What do you want returned? (Choose one.) <input type="checkbox"/> Nothing (the Church keeps this Record Group as a donation) <input type="checkbox"/> This Record Group should be shipped to the mailing address above (the Church keeps a digital copy as a donation) <input type="checkbox"/> This Record Group should be returned by an alternative method—see "Other Return Instructions" (the Church keeps a digital copy as a donation)	C. The Records in this Record Group are (choose one): <input type="checkbox"/> Originals <input type="checkbox"/> Copies
		D. When were the Records in this Record Group created?
		E. Did you create the Records in this Record Group? <input type="checkbox"/> Yes <input type="checkbox"/> No
		F. If you did not create the Records in this Record Group, who did? (Provide name and other information) Name Birth year Death year Relationship to you
	G. Request a digital copy of this Record Group <input type="checkbox"/> Send by email <input type="checkbox"/> See "Other Return Instructions"	IP code (Church use only)

Other Return Instructions

Church History Donation Agreement— (continued)

Terms of the Donation Agreement

1. **Assignment/License. (a) Assignment and License where a Record Group is Not Returned.** If you indicate in this Agreement that you do not want the Records of a particular Record Group to be returned, then you assign to the Church, throughout the world and forever, all of your right, title, and interest in and to that Record Group, including all of your physical ownership rights, copyrights (and renewals/extensions thereof), and other rights of any kind in the Records of such Record Group. If this assignment is invalid for any reason, you grant the Church an exclusive, irrevocable, unlimited, worldwide, royalty-free, and perpetual license to all of the Rights (defined below) that you have in that Record Group. You will then have no further rights in that Record Group. That said, you may use copies of that Record Group that you created prior to the donation, or that the Church gives to you (if requested in this Agreement), for your noncommercial personal or family use.
(b) Unlimited License where a Record Group is Returned. If you indicate in this Agreement that you want the Records of a particular Record Group to be returned, then you retain whatever ownership rights you have in that Record Group. You also grant to the Church (to the fullest extent you have the right to do so) an unlimited, irrevocable, worldwide, perpetual, royalty-free, and nonexclusive license to use and allow others to use that Record Group for any purpose, in whole or in part, in any and all manners, numbers, forms of media, languages, and means now known or later devised (collectively, the "Rights"). The Rights include the right and license to freely produce, reproduce, publish, transcribe, fix, distribute, sell, lend, perform, recite, display, broadcast, communicate to the public, crop, edit, revise, modify, decrypt, reformat, create derivative works from, adapt, incorporate into other works, and otherwise exploit that Record Group as the Church deems appropriate. Where you request in this Agreement that a particular Record Group be returned, you may exploit your rights in that Record Group, provided that your activities do not interfere with the Church's authorized uses under this Agreement.
(c) Further Assurances and Moral Rights. At the Church's request and expense, you will take all reasonable steps necessary to enable the Church to perfect and record its rights as set forth in this Agreement. Additionally, you waive and will not assert any "moral rights" (including rights of paternity, integrity, attribution, disclosure, withdrawal, or similar rights) now or hereafter recognized, in any jurisdiction, with respect to the Records.
2. **Representations.** You represent that: (a) you were (immediately prior to entering into this Agreement) the true and lawful owner(s) of the Records; (b) you are free to enter into this Agreement and to grant the applicable rights, licenses, and assignments set forth in this Agreement; (c) the Records are clear of any claims or encumbrances; and (d) your performance under this Agreement does not infringe the rights of any third party or conflict with any agreement or understanding to which you may be a party.
3. **Use of Name and Likeness and No Obligation to Use Anything.** If the Records include your name, voice, likeness, story, biographical information, or image (collectively, "Image"), or the Image of anyone for whom you have the right to consent, then you consent to the Church's use of such Image in all manners, and forever and throughout the world, provided that such use is in connection with the Records. You further release the Church from any and all liability for such use. The Church may, but is not obligated to, give you credit for the Records. The Church has no obligation to use or maintain any Image, part of the Records, or information provided by you.
4. **Return of the Records.** If you have asked that any Record Group be returned, you must provide the Church with updated contact information. The Church tries to process records timely but cannot promise when it will return any of the Records to you. The Church will care for the Records in its custody in the same way it cares for other similar records that the Church owns or that are in the Church's permanent collections. If any of the Records are deteriorated, unclear, or in a condition that may expose equipment to risk, you authorize the Church to: (a) reasonably modify the Records and (b) return the Records (if requested) as modified. Once a Record Group that is to be returned has been processed, the Church will attempt to contact you to arrange the return. If the Church is unable to contact you within 60 days of its first attempt, then the Church may keep, destroy, or otherwise dispose of that Record Group, you forgo any rights therein, and such Record Group will be treated in accordance with Section 1(a).
5. **Personal Information.** The Church may collect, process, and transfer (into the U.S.A. or any other country) personal information about you that you share in relation with the Records or this Agreement. The Global Privacy Notice, available at privacynotice.ChurchofJesusChrist.org, governs how the Church processes your personal information.
6. **Publicity.** Without the Church's prior written approval, you will not issue or authorize publication of any news story or publicity relating to the Records or this Agreement.
7. **Donation Deductibility.** You will not receive any compensation for your donation of the Records or in connection with this Agreement. The Church does not determine deductibility for income tax purposes, and the Church makes no representation as to the value of the Records. The Records are of a general type normally kept by the Church for historical research, artistic display, and scholarly purposes; and the Church presently intends to use them accordingly.
8. **Jurisdiction; Venue.** Utah law will govern this Agreement (excluding any conflict of law principles), and any dispute will be resolved exclusively in courts in the State of Utah, U.S.A. The prevailing party will be entitled to recover its costs and attorneys' fees. If your performance under this Agreement occurs outside the U.S.A. and a judgment in Utah courts will not be enforceable, any dispute will be resolved by means of binding arbitration under the Rules of Arbitration of the International Chamber of Commerce, with the arbitration held in Salt Lake City, Utah, and in the English language. Judgment upon the arbitration award may be entered and enforced in any court of competent jurisdiction, with costs to the prevailing party.
9. **Miscellaneous.** This Agreement binds and inures to the benefit of the parties, their successors, heirs, assigns, and legal representatives. If a court holds any part of this Agreement to be invalid, except for clauses determined by the Church to be significant or essential, the rest of this Agreement will remain in effect as written. For clauses the Church determines to be significant or essential, the parties will agree in writing on a replacement provision. If the parties cannot agree on a replacement provision, the Church may terminate this Agreement immediately upon written notice to you. This Agreement is the entire agreement of the parties and may only be amended by a writing signed by each of the parties. If there is breach or alleged breach by the Church of any of its obligations to you, 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's name (please print)		Church representative's signature	Agreement date
Donor's name (print)	Donor's signature	If applicable, birth year or membership record number	
Additional donor's name (please print)	Additional donor's signature	If applicable, birth year or membership record number	

Church History Donation Agreement— (continued)

Family name	Given names	Organization name
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Donation Details—continued

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	<p>F. If you did not create the Records in this Record Group, who did? (Provide name and other information)</p> <p>Name _____ Birth year _____ Death year _____ Relationship to you _____</p>	
	<p>G. Request a digital copy of this Record Group</p> <p><input type="checkbox"/> Send by email</p> <p><input type="checkbox"/> See “Other Return Instructions”</p>	<p>IP code (Church use only)</p>
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