

AGREEMENT OF PERMANENT DEPOSIT

This AGREEMENT made on the _____ day of _____, _____ by and between Eastern Kentucky University (a non-profit public educational institution), Richmond, Kentucky, 40475-3102 (hereinafter referred to as the University) and _____ (hereinafter referred to as the Depositor).

WHEREAS the Depositor wishes to place on permanent deposit in the University the following collection of materials:

NOW THEREFORE, in consideration of the above and in further consideration of the conditions and understandings hereinafter set forth, the parties agree as follows:

- I. The Donor transfers physical custody of the collection to the University with the following understandings.
 - a. The University will furnish to the Depositor upon request a copy of any document or record in the collection. It is further agreed that if the collection is withdrawn, the University retains the right to duplicate such collections for its holdings.
 - b. The collection will be open to qualified researchers and subject to duplication.
 - c. All copyrights and literary rights (including permission to publish) reside with the Depositor.

- II. Additional restrictions or understandings

- III. The University shall permanently preserve materials donated under the terms of this AGREEMENT in the Eastern Kentucky University Libraries' Special Collections and Archives Section, administered by the section in accordance with accepted archival practices (such as providing access to materials by qualified researchers with the right to duplicate). The University shall not be held responsible for any deposition damaged or destroyed by fire, water, theft, natural or manmade disasters, and/or possible calamity.

DONOR
Signature _____

Date _____

UNIVERSITY
Signature _____

Title _____

Date _____

RECEIPT

This is to certify that materials described in this AGREEMENT have been received by Eastem Kentucky University Libraries' Special Collections and Archives Section.

Signature _____

Date _____