MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made the day of 2019.

B E T W E E N :

 OF THE FIRST PART

 - and -

Dalhousie University

(hereinafter called the "University")

 OF THE SECOND PART

WITNESSETH THAT:

WHEREAS for the advancement of education, the Donor desires to make a gift to the University of a box of her personal papers which are more particularly described in Schedule "A" hereto (the "Collection"), such gift being made in accordance with the terms and conditions of this agreement;

AND WHEREAS the University, being empowered to accept gifts of property, desires to accept the Collection on the terms and conditions hereinafter set forth;

AND WHEREAS the University through the Killam Library has been designated as an institution or public authority for the purpose of subparagraph 110 (1) (b.1) of the Income Tax Act (Canada) pursuant to sub-section 26 (2) of the Cultural Property Export and Import Act (Canada);

AND WHEREAS the University was so designated at the time such gift was made;

NOW THEREFORE in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

1. The premises hereto form an integral part of this Memorandum of Agreement and shall be considered as part of the terms and conditions of this Memorandum of Agreement.

2. The University, through the Killam Library, hereby acknowledges receipt of and acceptance of the Collection from the Donor and agrees to keep the Collection intact and not sell, transfer, lend or otherwise dispose of the whole or any part of the Collection to any third party without the prior written consent of the Donor or her Estate.

3. The University shall have the Collection appraised at its fair market value by the National Archival Appraisal Board or other appraisers deemed appropriate by the University, which appraisal shall be done at the University's sole expense.

4. The University shall provide a receipt to the Donor for the full fair market value of the Collection according to the appraisal under Article 3 of this Agreement.

5. If the appraised value of the Collection exceeds $30,000, the University hereby covenants and agrees to apply to the Canadian Cultural Property Export Review Board for a certificate to qualify an amount equivalent to the fair market value of the Collection for deduction by the Donor under sub-paragraph 110 (1) (b.1) of the Income Tax Act (Canada) for the 2019 taxation year.

6. It is understood and agreed by the parties hereto that the Donor transfers all physical and intellectual rights, excluding copyright, to the University for all unpublished materials created by her in the Collection and that the authors of other materials which may be included in the Collection retain full and complete copyright in such materials. It is also understood and agreed to by the parties that the donor and subsequently her estate, retains all intellectual rights, including copyright, to all previously published materials in the Collection.

7. It is understood and agreed by the parties hereto that the University shall at all times retain control of and actual possession of the Collection provided that the Donor, her estate or their representative shall have access to the Collection during regular business hours of the Dalhousie University Archives or any successor department at the University.

8. The University covenants and agrees that, upon reasonable request, it shall provide the Donor, her estate or their representative with photocopies of any or all of the Collection at the Donor's expense. The Donor agrees not to give or otherwise transfer such photocopies to any other archival repository.

9. The University acknowledges and agrees that the Donor's literary executor shall have the same rights as the Donor in respect of access to and the making of photocopies of any or all of the Collection at the expense of the Donor's estate.

10. The University acknowledges and agrees that at any time before or after the death of the Donor, the University shall have no right of publication with respect to any material in the Collection unless a written license permitting publication has been obtained from the Donor or her Estate.

11. The Donor hereby agrees that the University may permit users of the Collection to make copies thereof provided that such copies are for their own use and are made in strict accordance with the University's copying policy and the copyright laws of Canada as amended from time to time.

12. The University shall have the right to govern and restrict access by third parties to any part of the Collection. It is the University's desire to allow free and equal access to all parts of the Collection.

13. Those items that have been determined to be of a personal or sensitive nature and which the donor wishes to have closed for a period of time are described in Schedule B of this agreement. Access to this material will only be granted prior to the expiration date with the written permission of the Donor or her Estate.

14. (a) In the event that the Donor wishes to sell or gift any further published or unpublished manuscripts, or any correspondence to or from the Donor, or any other written matter (hereinafter referred to as "papers") the Donor hereby agrees to first offer for sale or for gift such papers to the University.

(b) The Donor and her Estate hereby grant a right of first refusal to the University to purchase her papers where a bona fide third party at arms-length has made an offer of purchase for her papers. In this event the University shall be so advised in writing of the nature of the papers to be purchased. The University shall have three (3) months therefrom to match or better such offer and, if the University so does, and if the Donor and his Estate accepts such offer the Donor or her Estate shall convey the said papers to the University.

15. This agreement shall not be assigned.

16. This agreement shall enure to the benefit of the parties and be binding on their respective successors, executors and heirs.

17. Notwithstanding any other provisions herein, the University reserves the right, in its absolute discretion, to process the Collection according to standard archival practice and to prepare and publish a register to the Collection and to dispose of duplicate and other irrelevant materials in the Collection, provided that during the lifetime of the Donor such disposal is subject to prior consultation with the Donor who may request the return of any part of the Collection intended to be disposed of by the University, which shall return forthwith such materials to her. Following the death of the Donor, the University shall not dispose of duplicate or otherwise irrelevant material in the Collection without prior consultation with the Donor's Estate and shall return such materials to the Estate if so requested.

18. Time shall be of the essence.

19. Should any provision of this agreement be void or unenforceable, such provision shall be deemed omitted and this agreement with such provision omitted shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals as of the day and year above written.

Signed the day of , 2019.

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Witness

Signed the day of , 2019.

DALHOUSIE UNIVERSITY

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_