

DEED OF GIFT

Division: Manuscripts and Archives

Donor, the Yale College Class of 1964, hereby gives, donates and conveys to Yale University full, absolute, and unconditional right (*except as Donor may specify below*) title, and ownership in the Property (as described below). Donor hereby assigns to Yale University full and exclusive powers of management, display, conservation, disposition, and other use, loan, and preservation of the Property in its sole discretion, including, without limitation, any conversion or transferal of the Property into microform, digital format, or any other format or medium now existing or hereinafter devised.

Description of Property (the "Property"): Class website of the Yale College Class of 1964 (www.yale64.org) to be captured quarterly while site is active.

Donor wishes that the Property shall be identified to the public as:

Gift of the Yale College Class of 1964, 2022.

Intellectual Property Rights

Please check one:

- Donor does not own or control any intellectual property rights in the Property. Such rights are owned by: _____.

- Donor hereby irrevocably assigns to Yale University all copyright and other associated proprietary rights that Donor may own or control in only those items included in the Property that were created for Donor's organizational purposes (e.g., minutes, reports, account books, memoranda, correspondence, etc.), including, without limitation, all goodwill associated therewith and all renewals and extensions thereof, whether arising or secured under the laws of the United States or any other country throughout the world. Donor hereby waives any moral rights or any such similar rights that Donor may have in such items.

Until such date that Donor ceases to exist, Yale hereby grants Donor a non-exclusive license to use the foregoing items in connection with the activities and publications of Donor.

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Donor does not wish to transfer any intellectual property rights that Donor may have in the Property; however, to the extent that Donor owns or controls any copyright rights in and to those items included in the Property that were created for Donor's organizational purposes (e.g., minutes, reports, account books, memoranda, correspondence, etc.), Donor hereby grants to Yale University a limited, perpetual, royalty-free, worldwide, non-exclusive license to: (a) make such items freely available to the general public for research, scholarship, and teaching purposes; (b) make copies of such items using any medium, format, or technology now in existence or hereinafter devised and to upload such copies to the Internet or like media; and (c) otherwise use and enjoy such items in a manner consistent with Yale's mission.

On January 1, 2045 or upon the date Donor ceases to exist, whichever occurs first, all copyright and other associated proprietary rights that Donor may own or control in those items included in the Property that were created for Donor's organizational purposes (e.g., minutes, reports, account books, memoranda, correspondence, etc.), including, without limitation, all goodwill associated therewith and all renewals and extensions thereof, whether arising or secured under the laws of the United States or any other country throughout the world, are hereby irrevocably assigned to Yale University. Furthermore, upon such date, Donor hereby waives any moral rights or any such similar rights that Donor may have in such items.

The Property may be made immediately available for display, research, scholarship, and other uses consistent with Yale University's mission.

Upon prior written request, Donor may be granted reasonable access to the Property during the normal operating hours of the Yale University Library unit in which the Property is housed. During any such period of access to the Property, Donor shall comply with all of Yale's policies and procedures that govern access, use, and handling of the Property.

Nothing in this Deed of Gift shall be deemed to affect Donor's exclusive rights in and to any trademarks, service marks, trade names, business names, logotypes, letterhead designs, and like organizational indicia that have ever been used or that are ever used in the future by Donor or its authorized designees in connection with the activities or publications of Donor.

If Donor may hereafter donate additional materials to Yale University, such gifts shall be described in a written note of acknowledgement issued by the university and shall be governed by the terms and conditions stated herein unless otherwise expressly provided in the acknowledgement.

Donor represents and warrants that Donor owns the Property described above absolutely clear of liens or other encumbrances, Donor has the absolute right to convey the rights, title, and ownership in the Property as described herein, and, to the best of Donor's knowledge, this Property has not been imported or exported into or out of any country contrary to applicable law, and Donor agrees not to sell, donate nor deposit the Property, including digital files or copies, to and/or with any other institution or third party. The university is relying on these representations and warranties in accepting this donation.

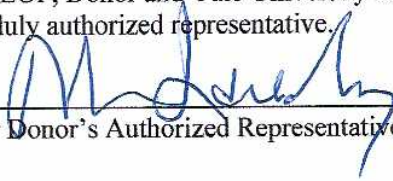
Donor will defend, indemnify and hold the university, its trustees, officers, employees, and agents harmless from claims arising from or relating to conduct that would be a breach of Donor's representations and warranties, if established. The university shall select the method of transporting and delivering the Property to its premises and shall bear all risk of loss or damage to the Property once the Property is in its custody.

This Deed of Gift, along with any attachments and exhibits attached hereto, which are hereby fully incorporated herein and made a part hereof, represents the entire and complete understanding of the undersigned parties, and supersedes any and all agreements, understandings, and discussions, whether written or oral, between them relating to the Property. The terms of this Deed of Gift may not be modified or amended, except in a writing signed by the authorized representative of each party. This Deed of Gift shall inure to the benefit of, and shall be binding upon, the heirs and successors of the parties. This Deed of Gift is not intended to create rights for any third parties. Any person who is not a party to this Deed of Gift has no right to enforce any term or condition herein. This Deed of Gift and all matters relating to it are governed by and interpreted in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles.

This Deed of Gift may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Deed of Gift. Electronic and faxed signatures shall constitute original signatures.

IN WITNESS WHEREOF, Donor and Yale University have each caused this Deed of Gift to be signed and delivered by our duly authorized representative.

Anthony M. Lavelly



March 31, 2022

Signature of Donor or Donor's Authorized Representative

Date

Secretary of the Yale College Class of 1964

Title of Donor's Authorized Representative

Barbara Rockenbach

Stephen F. Gates '68 University Librarian, Yale University

Date

**DEED OF GIFT – ATTACHMENT A
DONOR FACT SHEET**

Name of Donor: Anthony M. Lavelly, Class Secretary of the Yale College Class of 1964

Street Address: 718 Cumberland Circle NE

City/State/Zip/Country: Atlanta, GA 30306 USA

Telephone Number: (407) 770-8942

Email Address: amlavelly@aol.com

AKL

Donor created the Property on, between, or approximately between 1999 - present or

Donor acquired the Property in _____ (approximate date) by (select one, as applicable):

Gift

Inheritance

Purchase

Other:

**DEED OF GIFT – ATTACHMENT C
BORN DIGITAL MATERIALS**

Donor acknowledges that, as the Property includes both paper records and those that were created directly in digital form (collectively, the “Digital Records”), the work required to arrange, describe, preserve, and make such digital records available for display, research, scholarship and other uses consistent with Yale University’s mission differs from that required for paper records. Furthermore, Donor agrees that the methods that the Yale University Library (the “Library”) may use for this work continue to evolve and may include disk imaging, file transfer, file migration, and emulation. The Library may also contract with outside vendors to store, evaluate, manage, and/or analyze the Digital Records.

To assist the Library’s work in processing the Digital Records, please answer the questions below to the best of your abilities and provide your initials where appropriate:

1. *Is any of the Digital Records, including, without limitation, word processing files, email, directories on your hard drive, protected by a password or encryption key?*

- a. *No – to the best of my knowledge, none of the Digital Records is password-protected or encrypted.*

Please initial: _____

- b. *Yes – some of the Digital Records is password-protected or encrypted.*

Please initial: _____

- i. *Do you intend for such password-protected or encrypted Digital Records to be made available for use in accordance with the provisions in the Deed of Gift?*

1. *No. Please do not process such records. I hereby authorize the Library to delete or destroy such records.*

Please initial: _____

2. *Yes.*

- a. *I hereby authorize the Library to use the password(s) and/or encryption key(s) that I have provided to access password-protected or encrypted Digital Records and process such records in accordance with the Library’s policies and procedures.*

Please initial: _____

