



Archives at NCBS. GVKK Campus, Bellary Road, Bangalore- 560065. Karnataka. India
+91-80-6717-6011 | archives@ncbs.res.in | <http://archives.ncbs.res.in/>

Deed of Gift

Recitals

The Archives at NCBS is a public collecting centre for the history of science in contemporary India (<https://archives.ncbs.res.in/>). A gift of archival material to the Archives at NCBS will be preserved and made accessible (subject to the donor's restrictions) as a permanent public reference resource for use in research, publication, exhibition, education, lectures, broadcasting and internet access, and may also be loaned out (for instance, to an exhibition). The donor can either be the creator of the gift, or the owner of the gift, or the legal representative of the owner of the gift. The Archives at NCBS shall endeavour to house and preserve the gift, arrange it according to standard archival principles, make available digital copies of the gift, and keep this data in perpetuity, so as to preserve material related to the history of science in contemporary India for future generations. Physical material is stored in the climate-controlled facility at the Archives at NCBS. Digital material is preserved on a secure digital server for the Archives at NCBS, which is housed within the NCBS campus and is managed by the central IT facility, with the potential of creating additional backups of the digital material at an off-site server. The purpose of this Deed of Gift is to explain what happens after a donation and to ensure that your contribution is added to the collections of the Archives at NCBS in strict accordance with your wishes.

Description of Parties

- a. This deed of gift is executed between -

NCBS-TIFR, GVKK Campus, Bellary Road, Bangalore – 560065, Karnataka, India, a centre of the Tata Institute of Fundamental Research, which is an autonomous body under the Department of Atomic Energy, Government of India (“Archives at NCBS” or “the Donee”)

And

residing at / legal address at _____

_____ (“the Donor/s”).

- b. This Agreement shall be effective on the date it is fully executed by the Donee and the Donors, upon signing and completion of this agreement (“Effective Date”).
- c. “Gift” refers to all property transferred by the donor to the donee, namely, the Archives at NCBS, which are described under Schedule – A to this agreement (“Scheduled Property”).
- d. Any audio/video recordings created in collaboration with the Archives at NCBS are governed by the Archives at NCBS Consent and Agreement Form (ID: NI-007_0010-0).



It is thereby agreed upon, and witnessed by this deed, that

- e. The Donor hereby grants and transfers to the Donee, all title, right, and interest in the Scheduled Property, voluntarily and without monetary consideration, by way of gift, in accordance with the terms of, and subject to the conditions specified in this agreement.
- f. The transfer of Scheduled Property is without encumbrances or conditions, other than those specified under this agreement, and additional conditions as agreed between the Donor and Donee and specified under Annexure – I to this agreement.
- g. To the extent that the Donor owns any Intellectual Property Rights in the Scheduled Property, the Donor hereby **assigns or grants a perpetual, worldwide, royalty-free non-exclusive license** to any Intellectual Property Rights in the Scheduled Property held by the Donor to the Donee, including the right to reproduce, make available, adapt, communicate to the public, translate the work, and the right to authorize the reproduction and publication of these materials, and all copyrights as specified under the Indian Copyright Act, 1957. Any exceptions, conditions or variations to this clause should be explicitly stated under Annexure – I to this agreement.
- h. Except as specified in this agreement the Donee and Donor mutually exempt each other from and against all claims and actions, arising from or in any way growing out of or connected with the physical condition of the Scheduled Property.
- i. The Archives at NCBS shall appraise the Scheduled Property and arrange chosen archival material according to standard archival principles. Appraised material may form a new archival collection or be part of an existing archival collection. Material not chosen for the archive shall be returned to the Donor, or given away or destroyed, upon consultation with the Donor. The Archives at NCBS shall endeavour to arrange, describe and make accessible the appraised material through the catalogue of the Archives at NCBS. Where possible, the Archives at NCBS will also make and preserve a digital copy of the Scheduled Property.
- j. All personal data shared with NCBS within this deed shall be subject to the data protection policy of NCBS and as per applicable laws. The Archives and NCBS shall endeavour to hold personal data securely and confidentially, unless otherwise required by law.
- k. Users of the archive are governed by the policies laid out on the 'Accessing Material' section of the Archives at NCBS (<https://archives.ncbs.res.in/access>), and the Researcher Application and Material Use forms available here: <https://archives.ncbs.res.in/about>.
- l. Upon signing this document, and subject to your restrictions, the gift will be made available for public and scholarly use through the Archives at NCBS. The Archives at NCBS may provide any person access to them for use in research, publication, exhibition, education, lectures, broadcasting and internet access.
- m. This form can be made available and/or read out in a language of choice for the donor upon request for a written or recorded verbal consent. The Archives at NCBS can always be contacted via email (archives@ncbs.res.in), phone (+91-80-6717-6011), or postal mail at the address on website.



The parties hereby cause this Agreement to be executed by their duly authorized representatives

Donor signature _____

Phone and email _____

Date _____ Place _____

Accepted on behalf of the Donee, Archives at NCBS

Archivist name and signature _____

Date _____ Place _____

Schedule A (Description of Gift)

Annexure – 1 (Conditions of donation)