



## DONATION FORM

I (THE UNDERSIGNED DONOR) GIVE TO THE CITY OF VANCOUVER (“COV”) the “Materials”, listed on the attached Schedule, voluntarily and without receiving any consideration or benefit (except for an income tax receipt for the assessed fair market value if requested from and deemed appropriate by the COV), for COV’s use absolutely, subject to the following conditions:

1. **Acceptance of Donation:** The COV welcomes donations of Materials which upon their acceptance will become its unconditional property, but reserves the right to reject Materials whose donation (a) is subject to payment of any consideration or benefit, (b) contains limitations on their use, reproduction, location, access or disposal, (c) discriminates against any groups or classes, or (d) creates a potential liability or financial burden on, impinges on the duties of, or adversely impacts the reputation of, the COV.
2. **Public Acknowledgement:** Except as otherwise shown on the attached Schedule, the Donor consents to being publicly recognized or acknowledged as the donor of the Materials when the COV deems appropriate, including city of residence and position within the organization (“Organization”) to which the Materials relate if applicable. The Donor shall not publicly represent or imply that in addition to such acknowledgement the COV is providing any endorsement or sponsorship of the Donor or the Organization.
3. **Use of Materials:** The COV shall have the right to use the Materials without limitation, including incorporating them as part of the COV Archives collection and copying them for other persons pursuant to the Copyright Act, (s. 30.21) but shall not be obligated to (a) use them in any particular way or for any specific purpose, or (b) display or provide access to them perpetually or otherwise.
4. **Retention and Disposal:** The COV shall have the right, in its discretion to determine whether and how to (a) store, reproduce, preserve and catalogue the Materials, and (b) transfer, sell, recycle or discard the Materials when not required.
5. **Ownership Assignment:** The Donor represents and warrants that, to the Donor’s knowledge, the Materials are not unauthorized copies, and the Donor is the owner of the Materials, and hereby irrevocably assigns and transfers to the COV (a) ownership in and title to the Materials and (b) all rights, title and interests that the Donor may have in the copyright in the Materials.
6. **Non-Assertion of Rights:** The Donor, and Donor’s successors, heirs and legal representatives, waive and shall not assert at any time, any and all copyright, and other intellectual and proprietary rights, and privacy rights, that they may have in the Materials, against the COV and its licensees and customers, for their use, reproduction, sale or disposal of the Materials or copies of the Materials.
7. **Moral Rights Waiver:** The Donor, if the creator or author of the Materials, waives and shall not assert at any time any and all moral rights in the Materials, against the COV and its licensees and customers.
8. **Appraisal:** The COV disclaims all representations and warranties as to the accuracy, value, or acceptability to any tax or other government authorities or agencies, of any appraisals or valuations provided by or on behalf of the City to the Donor, and shall have no liability of any kind with respect to any such appraisals or valuations. The Donor’s gifting of the Materials is not conditional upon the results of any appraisal or valuation.

**Additional Conditions:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read and agree to the conditions of donation above.

Donor’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Donor’s Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Donor’s Address: (Street) \_\_\_\_\_ (City) \_\_\_\_\_

(Province/State) \_\_\_\_\_ (Country) \_\_\_\_\_ (Postal Code) \_\_\_\_\_ Email \_\_\_\_\_

**MATERIALS SCHEDULE**

Public recognition or acknowledgement of the Donor as the source of the Materials will NOT be provided

The following Materials are or have been gifted by the Donor to the City of Vancouver:

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