



**THE PAUL MELLON CENTRE
COLLECTIONS (LIBRARY, ARCHIVE & PHOTOGRAPHIC ARCHIVE)**

ACQUISITION FORM: GIFTS

Part A

1. The Donor

Name:

Address:

Tel/Fax/email:

2. The Items

As further detailed in Schedule 1

3. Special Conditions

4. Deed of Gift

The Donor hereby gives to The Paul Mellon Centre for Studies in British Art (Charity Number 313838) ("**The Paul Mellon Centre**") the Items on the terms and conditions set out in Part B of this Deed.

IF THE DONOR IS A NATURAL PERSON:

Signed as a Deed by or on behalf of the Donor(s): Date:

Witnessed by (name, address and signature):

IF THE DONOR IS NOT A NATURAL PERSON:

Signed as a Deed for and on behalf of the Donor:

by [Director*/Authorised Signatory**] (delete as applicable) Date:

Witnessed by [Director/Secretary*/Witness**] (delete as applicable):

(* if a limited company; ** if another institution or entity which is not a limited company)

Signed as a Deed for and on behalf of The Paul Mellon Centre for Studies in British Art:

Date:

Witnessed by:

Part B: Terms and Conditions

1. The Gift

1.1 The Donor hereby assigns by gift to The Paul Mellon Centre the Items ("**the Gift**").

1.2 The Donor hereby warrants and undertakes that the Donor:

- (a) is the legal owner of the Items, and is properly entitled to give and transfer title so that The Paul Mellon Centre will become the absolute legal and beneficial owner of the Items free from any encumbrances, charges, options or licences and will enjoy quiet possession of the Items;
- (b) is entitled to enter into this Deed and is not prevented by any existing agreement or arrangement from entering into this Deed;
- (c) has disclosed to The Paul Mellon Centre all information known to the Donor about the provenance and ownership of the Items;
- (d) is not aware of any third party claims which might affect The Paul Mellon Centre's quiet possession of the Items and undertakes promptly to notify The Paul Mellon Centre if the Donor becomes aware of any claim or potential claim; and
- (e) is not a party to any litigation which might affect the Donor's rights to enter into this Deed.

2. Taxation

2.1 Where the Donor is a natural person the Donor warrants that the Gift is not part of an arrangement for conditional exemption from inheritance tax capital transfer tax or estate duty.

2.2 Where the Donor is not a natural person in the event that the provision of Section 257 of the Taxation of Chargeable Gains Act 1992 does not extinguish the gain to which the Donor would otherwise be chargeable under the provisions of Section 17 of the Taxation of Chargeable Gains Act 1992 on the disposal represented by the making of the Gift, the Donor will bear any corporation tax on the chargeable gains arising as a consequence of making the Gift.

3. Title, Delivery and Display

3.1 Title to and risk in the Items will be transferred to The Paul Mellon Centre on delivery of the Items to The Paul Mellon Centre or any venue controlled by The Paul Mellon Centre. For the avoidance of doubt, signature of this Deed of Gift without delivery of the Items shall not be sufficient to transfer title to and risk in the Items to The Paul Mellon Centre.

3.2 Unless otherwise agreed between The Paul Mellon Centre and the Donor, The Paul Mellon Centre shall be responsible for arranging for delivery of the Items to The Paul Mellon Centre or The Paul Mellon Centre's representative at its cost and at such time and by such method as shall be agreed with the Donor.

3.3 For the avoidance of doubt, The Paul Mellon Centre is under no obligation to display or otherwise preserve any Items it considers unsuitable for retention. The Paul Mellon Centre shall be entitled to offer any Items to other institutions or charities as The Paul Mellon Centre deems appropriate.

4. Intellectual Property

4.1 The Donor has disclosed to The Paul Mellon Centre all information known to the Donor as to the intellectual property rights subsisting in the Items.

4.2 To the extent that the Donor owns any intellectual property rights (including but not limited to copyright) subsisting in the Items ("**the IPRs**"), and unless stated otherwise in the Special Conditions, the Donor hereby assigns to The Paul Mellon Centre with

full title guarantee the IPRs absolutely and irrevocably. In consideration for this grant of assignment of the IPRs, The Paul Mellon Centre agrees to pay to the Donor the sum of £1 (one pound), receipt of which is hereby acknowledged.

4.3 The Donor hereby agrees, warrants and undertakes that the Donor has not previously assigned, transferred or otherwise restricted the Donor's interest in the IPRs and therefore is not in any way restricted or prevented from assigning the Donor's interest in the IPRs.

4.4 Any publication right (as defined in the Copyright and Related Rights Regulations 1996) arising from The Paul Mellon Centre's use of any Items shall belong to and remain vested in The Paul Mellon Centre.

5. Information

5.1 Unless expressly agreed otherwise in writing between The Paul Mellon Centre and the Donor, The Paul Mellon Centre shall be entitled to refer to the Donor by name as the source of the Items in any context, including but not limited to captioning, cataloguing and exhibiting of the Items, in merchandising, on websites and in response to enquiries from any third party.

5.2 The Paul Mellon Centre is registered as a data controller under the Data Protection Act 1998 ("**the DPA**"), and will process the personal data (if any) of the Donor or any other person associated with the Items ("**the Personal Data**") strictly in accordance with the DPA. By entering into this Deed, the Donor agrees that The Paul Mellon Centre may use the Personal Data for the purposes

set out in Clause 5.1 above, for verification of the Donor's identity and ownership of the Items, and for all other legitimate Paul Mellon Centre purposes.

6. Further Assistance

6.1 The Donor shall:

- (a) do all acts and execute all documents which may reasonably be required to confirm the rights and title of The Paul Mellon Centre in and to the Items and to perform such acts as may be necessary to give effect to the provisions of this Deed generally; and
- (b) provide all reasonable assistance as The Paul Mellon Centre may request in relation to any action, claim or proceedings brought against The Paul Mellon Centre in relation to the Items.

7. Indemnity

7.1 The Donor shall indemnify The Paul Mellon Centre against all and any losses, damages and costs and expenses (including legal expenses) suffered or incurred by The Paul Mellon Centre arising out of any breach of warranty, obligation or undertaking by the Donor in relation to the Items or this Deed.

8. Interpretation

8.1 Parts A and B together form the contract between the Donor and The Paul Mellon Centre ("**this Deed**"), and words and expressions defined in Part A of this Deed shall (where the context admits) bear the same meaning when used in this Part B of this Deed or elsewhere in this Deed.

8.2 References to "**the Items**" shall be understood to refer to each and every item (if more than one) comprising the Items as listed in Schedule 1, and any part thereof.

8.3 Where there is any inconsistency between the terms set out in Part A and Part B, the terms in Part A shall to the extent of such inconsistency prevail.

Schedule 1

The Items

[please insert]

16 Bedford Square London WC1B 3JA Telephone 020 7580 0311 Fax 020 7636 6730

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Company Registered in England 983028. Registered Charity 313838