

DEED OF GIFT

I, _____ **[Name]**¹ of _____ **[Address]** ("Artist" or "Donor"), hereby irrevocably and unconditionally give, transfer and assign, by way of gift, without limitation or restriction, to the Solomon R. Guggenheim Foundation, 1071 Fifth Avenue, New York, New York 10128-0173, its successors and assigns (the "Foundation") all of my right, title and interest in, arising from and to the following object or objects of art (the "Work") including the specific copyright interest identified herein:

Artist: **[Artist's Name]**
Title, Year: **[Title of Work], [Date of Work]**
Medium: **[Medium of Work]**
Dimensions: **[Dimensions of Work].**
Edition: **[x/y, APs].**

Public Identification of Gift: (please indicate preference)

I wish to be publicly acknowledged as the donor of this gift as follows: "Gift of the Artist, **[date]**".

I prefer that the source of this gift remain confidential. Please acknowledge this gift as: "Anonymous gift, **[date]**".

Affirmation of Title. I affirm that a) I am the sole owner of Work; b) I have good and complete right, title, and interest in and to the Work; and c) I have full authority to give, transfer and assign my right, title and interest in and to the Work; and d) the subject of this gift is free and clear of all encumbrances and restrictions; and e) to the best of my knowledge the Work has not been imported or exported into or from any country contrary to its laws.

Documentation Relating to the Work. In addition, I agree to transfer to the Foundation all documentation, and share with the Foundation all information, which I have, if any, relating to the Work including the ownership, display and restoration of the Work prior to the date of this Gift.

Copyright.

I acknowledge that the Foundation requests permission to reproduce the Work for purposes consistent with its charitable and educational mission. I understand that the Foundation is a not-for-profit, education corporation charged with the direction and operation of art institutions around the world. Among the specific goals of the Foundation is to provide for the promotion of understanding and appreciation of art by the public.

In light of the Foundation's charitable and educational mission, and in recognition of the Foundation's lawful possession of the Work, I hereby grant to the Foundation, as of the date below, a non-exclusive license to reproduce the Work (and in the case of an audiovisual work, any portion thereof) for the life of its copyright and any renewals or extensions thereof (the "License"), in any media now known or not yet invented (all reproductions, the "Copies"), and to display, transmit, publish and otherwise use the Copies throughout the world, as follows:

- 1) in educational materials related to the Foundation's collection, exhibitions, programs, and events (including, for example, posters, postcards, teaching materials, website information, catalogues and similar publications, some of which may be offered for sale); and
- 2) in publicity and informational materials about the Foundation's collection, exhibitions, programs, and events (including, for example, press releases, invitations, annual reports, promotional flyers, posters, films, website information and membership solicitations).

I agree that the License expressly authorizes the Foundation to sublicense the specific rights granted herein to third parties, including to its affiliates, as necessary (in the discretion of the Foundation) to fulfill its mission.

For all other rights not specified in this Agreement, I understand that the Foundation shall seek additional permission from me or my representative and that it will direct inquiring third parties to do the same.

¹ If Work is owned by more than one person, add name, signature and witnesses for each owner

No. _____

[Artist or Artist's Estate All Media]

Copyright Notice.

Whenever feasible, I ask that the Foundation include (and cause others to include) the following copyright notice, or one similar to it, in connection with the Copies.

Please check and initial one:

_____ © [Artist's Name].

_____ © [Artist's Name]. Courtesy of the [Artist/Artist's Estate].

_____ © [Artist's Name]. Used by permission.

_____ Other. (Please specify) _____

Representation of Authority. I represent to the Foundation that I am able to grant nonexclusive permission, as requested herein, because I am the Artist and have never transferred exclusive rights to the Work to any other person or entity.

[If Artist is deceased, using the following language to replace previous line: because I am an heir of the Artist or of a subsequent copyright owner and have, in turn, inherited ownership of the copyright, or a portion thereof, in and to the Work and (please check one):

_____ I am the sole copyright owner.

_____ I am a joint copyright owner.]

ADDITIONAL PROVISIONS FOR PHOTOGRAPHY, FILM, VIDEO, INSTALLATION AND NEW MEDIA WORKS**Certificate of Authenticity.**

Donor agrees to transfer to the Foundation an original certificate of authenticity for the Work in form reasonably satisfactory to the Foundation, signed by the Artist (the "Certificate").

Archival Master for Film, Video, Audio, Digital or Other New Media Works.

In order to ensure the long-term preservation and integrity of the original material, Donor represents that the Work is an archival master made from the Artist's master and in the same format as the Artist's master. In addition, Donor agrees to transfer to the Foundation at least one exhibition quality copy (supervised by the artist) of the Work in an exhibition format (an "Exhibition Copy").

Archival Master for Photographs and Photography Based Works.

In addition to the original print of the Work, Donor agrees to provide the Foundation an archival copy of the Work [at no additional charge/for an agreed additional charge of \$_____] which shall not be considered an edition copy of the Work and which shall be used by the Foundation only in the event that the original print of the Work is damaged or deteriorates.

Preservation Copies for Film, Video, Audio, Digital or Similar Media Works. In order to facilitate the long term preservation of the Work, the Foundation shall have the right to reproduce the Archival Master to make one or more submasters (in the case of film, inter-negative prints) which shall also be in archival format (each submaster referred to as a "Protection Copy" or "Duplication Copy").

To the extent the Foundation determines necessary, each time the Work is to be exhibited by the Foundation or a borrower of the Work, the Foundation shall have the right to copy the Duplication Copy in an exhibition format to make an Exhibition Copy for such exhibition. The Foundation shall cause each Exhibition Copy to be clearly labeled as an Exhibition Copy.

In order to preserve the Work, the Foundation may from time to time migrate the Duplication Copies (and the Archival Master) to updated technological formats considered to be of archival quality, and use the migrated copies in the same manner as a Duplication Copy.

Film Formats. Unless otherwise indicated, to the extent the Work is a film based work, Artist authorizes the Foundation to display the Work in video format and to effect such display the Foundation is authorized to make a tele-cine transfer which shall be treated as a Duplication Copy: **Yes** ____ **No** ____ (Please check one if Work is film).

No. _____

[Artist or Artist's Estate All Media]

Installation Plan – Future Installations and Display.

In order to preserve the integrity of the Work, Artist shall provide Foundation with written instructions signed by the Artist relating to future installations of the Work and/or copies of any supporting materials related to future installation that may be in the Artist's possession (together the "Installation Plan.") which plan shall incorporate Foundation's reasonable requests. If no Installation Plan is provided, Artist agrees that Foundation shall be authorized to use its good faith judgment to determine an appropriate installation plan.

Artist hereby agrees that the integrity of the Work shall be considered preserved provided that the Installation Plan is implemented by the Foundation and that any resulting installation shall be considered approved by the Artist.

Variable Media Guidelines. The parties understand that the Foundation has initiated a program to work with artists whose work is in the Foundation's collection to create a written strategy for translating works that are deemed appropriate into new media in the event that the original medium and/or the Installation Plan become obsolete (the "Variable Media Guidelines"). Artist and the Foundation agree to work together to determine appropriate Variable Media Guidelines for the Work acceptable to both Artist and the Foundation. If the Artist and the Foundation are successful in developing mutually acceptable Variable Media Guidelines for the Work, the Foundation shall be authorized to translate the Work according to the Variable Media Guidelines whenever the Foundation, determines that such translation is appropriate. In the event there is a conflict between documents, Artist agrees that if Variable Media Guidelines have been accepted by the Foundation and the Artist, the Variable Media Guidelines shall supersede the Installation Plan and that the integrity of the Work shall be considered preserved provided that such Variable Media Guidelines are implemented by the Foundation and that any resulting installation shall be considered approved by the Artist.

This *Deed of Gift* shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, I, intending to be legally bound hereby, have executed this *Deed of Gift* this ____ day of _____, 200__.

Donor's Signature

Printed Name

Witness's Signature

Printed Name

The Solomon R. Guggenheim Foundation hereby accepts the above Gift this ____ day of _____, 200__ and affirms that no goods or services were provided by the Foundation in consideration for this gift.

By: _____
Lisa Dennison, Director of the Solomon R. Guggenheim Museum