



DEED OF GIFT

TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

I Ann Giagni, on behalf of the June L. Mazer Lesbian Archive of West Hollywood, California (hereafter referred to as "DONOR") are the sole and absolute legal owner(s) with full right and authority to enter the Deed of Gift and grant the rights granted herein for the gift materials fully described in Exhibit A attached hereto and incorporated herein. The gift materials include: (a) items for which the DONOR owns the copy rights transfers the copyrights with the physical property (referred to hereafter as "Materials With Copyrights"), (b) items for which the DONOR owns the copyrights but is not transferring the copyrights with the physical property or where the DONOR does not own the copyrights (referred to hereafter as "Materials Without Copyrights"), and (c) materials that are in the public domain (referred to hereafter as "Public Domain Materials"). When referring collectively to gift materials, it will be referred to as the "Materials".

1. DONOR desires to transfer the Materials as a gift to The REGENTS of the University of California for the benefit of the Los Angeles Campus ("THE REGENTS"), for inclusion and unrestricted access and use in the collection of the UCLA Library. It is expressly understood and agreed that a condition of this gift is that, for as long as THE REGENTS remains owner of the Materials, the Materials shall remain accessible to the public at the Los Angeles Campus.
2. For Materials With Copyrights, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest, including the sole and exclusive copyright in all tangible materials (including without limitation written, audio, video, multi-media material or material in any other tangible form now known or hereafter invented), to the Materials With Copyrights to THE REGENTS. To the extent that copyright may be shared with others, DONOR hereby assigns to THE REGENTS all their right, title and interest in the copyrights and waives and releases all such rights, whether partial or complete.
3. For all Materials Without Copyrights, DONOR hereby irrevocably assigns, transfers, and gives all of his (her, their) right, title and interest, exclusive of copyrights, to the Materials Without Copyrights to THE REGENTS.
4. For all Public Domain Materials, DONOR hereby irrevocably assigns, transfers, and gives all of, their right, title and interest to the Public Domain Materials to THE REGENTS. The parties believe in good faith, and understand, that all Public Domain Materials are in the public domain and, thus, are not in anyway restricted in their use, reproduction or publication.
5. After execution of this Deed of Gift by DONOR and acceptance by THE REGENTS, title to the Materials shall pass to THE REGENTS upon acknowledgement of receipt of the Materials by the UCLA Library.

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6. No term or provision of this instrument shall be interpreted to limit or restrict the fair use rights of THE REGENTS or the UCLA Library or users of the Materials as provided by U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights).
7. To the extent that copyright may be shared with others and notwithstanding the Fair Use Rights and rights related to the Public Domain Materials, DONOR grants THE REGENTS a nonexclusive, royalty free, perpetual license:
 - a) To make copies of the Materials for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Materials consistent with the Fair Use Rights.
 - b) To display the Materials in exhibitions, catalogs, University publications or advertisements both on and off campus.
 - c) To digitize the Materials or use any technological substitute the UCLA Library deems appropriate to preserve and provide access to the Materials.
 - d) To provide unrestricted access and use, including Internet or other wireless or digital access to the Materials.
8. DONOR shall indemnify and hold The Regents, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the [DONOR, its officers, agents or employees.

The Regents shall indemnify and hold [DONOR, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of The Regents, its officers, agents or employees.

9. DONOR shall provide THE REGENTS with all information and documentation regarding the provenance of the Materials, including any information relating to intellectual property rights. For Materials with Copyrights, DONOR shall provide THE REGENTS with copies of all

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10. The UCLA Library will use its best efforts to organize the Materials and create a bibliographic record and/or finding aid to describe the content and arrangement within a reasonable time. As the Materials are organized, THE REGENTS are authorized to dispose of any duplicate or other material not relevant to the collection.

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In the event that the REGENTS desires to sell, transfer, or assign The Materials, THE REGENTS shall send to the DONOR notice in writing of its desire or intention to sell, transfer or assign The Materials.

- a. The DONOR shall have thirty (30) days from the date THE REGENTS gave notice within which to give THE REGENTS notice (the "Intent to reacquire") that it desires and agrees to reacquire The Materials, provided that:
 - (1) if the DONOR has given an Intent to Reacquire, the DONOR shall take immediate steps to arrange for acquisition of The Materials; and
 - (2) if the DONOR has not given an Intent to Reacquire within the time provided, then the DONOR shall be deemed for all purposes to have refused to reacquire The Materials.
 - b. In the event that the DONOR elects not to reacquire or is deemed to have refused to reacquire The Materials, then THE REGENTS may sell, transfer, or assign The Materials at its sole discretion.
 - c. The rights granted to DONOR under this Paragraph 10 are personal to the DONOR. Accordingly, the DONOR may not sell, assign or otherwise transfer its rights under this Paragraph.
 - d. All notices required under this agreement must be in writing and will be deemed given when delivered personally or five days after being sent by U.S. Mail to:
11. The Materials will be physically stabilized and preserved by the UCLA Library including, as appropriate, placing the Materials in non-damaging containers and storing in facilities that provide appropriate temperature and humidity control and security.

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12. The Materials will be available to researchers after they have been arranged and described for use. The Library will create a persistent link to the finding aid and The Materials from the collection that are digitized and will share the link(s) with the June L. Mazer Lesbian Archive so that the Mazer may use on their website or in other venues to advertise the existence of the collection.
13. The UCLA Library agrees to occasionally make incidental copies of individual items from The Materials at the request of DONOR at UCLA's expense however, in the event that numerous pages or systematic copying is requested DONOR agrees to fund the cost of copying. The UCLA Library also agrees per the Library's standard loan procedure to occasionally loan items from the collection to DONOR for occasional exhibit.
14. The Parties agree that if the Materials do not remain accessible to the public at the Los Angeles Campus such inaccessibility (following notice and opportunity to cure) would result in rendering the purpose of the gift "impossible" and shall constitute grounds for return of the entire gift pursuant to applicable Regental policy and Standing Orders, including but not limited to, Regents Standing Order 100.4 (v); and

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pursuant to the standard procedures, including consultation with the General Counsel in accordance with Regents Standing Order 100.4, the gift shall be returned to the donor upon the donor's request.

15. In the event that DONOR may hereafter donate additional materials to THE REGENTS such gifts shall be set forth in an Addendum to this Deed of Gift and will be governed by the terms and conditions stated above. The Addendum shall include a description of the additional materials so donated and any conditions necessary and pertinent to those specific, newly-donated materials and shall be signed by the DONOR and THE REGENTS.
16. THE REGENTS are hereby granted a non-exclusive, worldwide, royalty free license to use the name "June Mazer Lesbian Archives" to identify the collection of Materials in catalogues, UCLA and University of California websites, exhibitions, and promotional materials.

Signed: (donor) _____

this 9th day of June, 2009.

this 7 day of June, 2009.

FOR DEPARTMENTAL USE ONLY

Signature of UCLA Library:

Date: 6-9-09

Title: University Librarian

Accepted for THE REGENTS of the University of California:

Date: _____

Office of Gift Policy Administration

Title: _____

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Collaboration Agreement

The University of California, Los Angeles (UCLA) Library and June L. Mazer Lesbian Archive are linked by common interests and seek to develop collaborations in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

This Agreement is entered into on May 10, 2009 between The Regents of the University of California on behalf of its UCLA Campus Library ("UCLA Library"), and The June L. Mazer Lesbian Archive (hereinafter referred to as "MAZER") in West Hollywood, California herein referred to as "MAZER".

Recitals

1. Whereas The UCLA Library ("UCLA Library") is one of the leading academic libraries and has an enormous research collection of works in various media that are available for access and use.
2. Whereas The UCLA Library has acquired, cataloged, indexed, curated and preserved its' collections for educational and research purposes for present and future generations.
3. Whereas The June L. Mazer Lesbian Archive ("MAZER) is the largest major archive on the West Coast dedicated to preserving and promoting lesbian and feminist history and culture and is a not-for-profit research organization that possesses manuscripts, archives, photographs and other material of historical and cultural heritage related to the struggle for equality of lesbians in Southern California, the State of California and the nation.
4. Whereas The UCLA Library and MAZER share a mutual interest in preserving and providing the broadest possible access to and use of the MAZER collection and materials for the benefit of present and future generations and that this collaboration will contribute to both parties' mutually beneficial knowledge and furtherance and fulfillment of their respective missions.
5. Accordingly, the Parties, desire to enter into an exclusive agreement whereby MAZER will gift and transfer ownership to the UCLA Library of collections and material for the UCLA Library to steward and preserve collections and to make the collections and material as broadly available as possible.

Terms

1. Periodic Meetings

The Parties agree to have periodic meetings to discuss areas of mutual interest and possible collaboration.

2. Exploring Opportunities for Grant Funding to Digitize and Describe Collections

The Parties agree to collaborate to explore opportunities for grant funding to digitize and describe the collections to enhance access and discovery of the June L. Mazer Lesbian Archive.

3. Governing Law:

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

4. Use of Names

The Parties agree that THE REGENTS are granted a non-exclusive, worldwide, royalty free license to use the name "June L. Mazer Lesbian Archives" to identify the collection of Materials in catalogues, UCLA and University of California websites, exhibitions and promotional materials.

5. Entire Agreement:

This Agreement contains the entire understanding of the parties related to the subject matter herein, and it cannot be changed or terminated orally.

For The June L. Mazer Lesbian Archive

By: _____ 6-08-09
Ann Giagnò

Title: President

June Mazer Lesbian Archive

For The Regents of the University of California:

By: _____ 6-9-09
Gary E. Strong

Title: _____
University Librarian]

MOTION

Whereas the Board of the June L Mazer Lesbian Archives (The Mazer) is desirous of ensuring that it's current and future holdings are preserved using state of the art methodologies; and

Whereas the Board is also desirous of providing greater public access to the materials, including finding aides and internet access; and

Whereas the Board has determined that these goals can not realistically be fully attained working alone; and

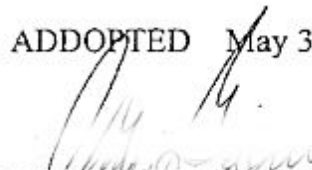
Whereas the Board has explored various possibilities to achieve these goals over the last several years; and

Whereas the Board has conducted a series of meetings with representatives of the UCLA Library system; and

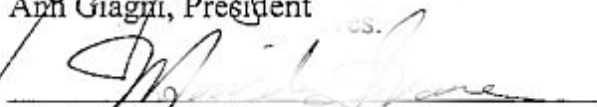
Whereas the Board has reached agreement with UCLA that any donated materials from the June L Mazer Lesbian Archives is guaranteed to remain at the UCLA campus and will always be readily accessible to the public (specifically, the material will not disappear) or failing these requirements The Mazer will have the legal right to reclaim these materials (after giving UCLA the opportunity to remedy the problem);

NOW THEREFORE the Board of the June L Mazer Lesbian Archives approves the terms set forth in the Gift Agreement (Exhibit A) and the Collaboration Agreement (Exhibit B) with the Regents of the University of California, on behalf of it's Los Angeles Campus and hereby authorizes Ann Giagni, President of the Board, to execute the documents on behalf of the June L Mazer Lesbian Archives.

ADDOPTED May 3rd 2009




Ann Giagni, President




Marilee France, Secretary




Marcia Schwemer, Treasurer




Angela Brinskele, Board Member



Jen Deitrick, Board Member



Jamey Fitzpatrick, Board Member



Ann-Marie Williams, Board Member

