



FORM

DONATION AGREEMENT

Archives/Artefacts

This agreement dated _____ 202__ is made **between**
 _____ (full name) (Donor) of

 _____ (Address)

We have read the terms of the agreement.

Signed by: _____ (Name of Donor) _____ (Signature of Donor)

And: _____ (Name of Donor) _____ (Signature of Donor)

And

The Adventist Heritage Centre, a department of Seventh-day Adventist Church (SPD) Limited ACN 093 117 689 of 148 Fox Valley Road, Wahroonga, NSW 2076.

Signed by an authorised officer of
 Adventist Heritage Centre
 as departments of and for and on behalf of
 Seventh-day Adventist Church (SPD) Limited: _____
 (Signature of Authorised Officer)

****Please attach a detailed list of items donated with this form if not enough space on the back page****

BACKGROUND

- A. The Adventist Heritage Centre **exists to** preserve and protect documents and objects of historic and/or cultural significance to the history and heritage of the Seventh-day Adventist Church in the South Pacific Division for today and future generations.
- B. The Adventist Heritage Centre is **grateful** to accept the Donor's gift of the items described below, which means the stories of the Seventh-day Adventist Church history and heritage can be shared through the church's museum, collections, and archives with a local and global audience.

- C. This **Donation Agreement is to formalise** the passing of ownership and possession of items permanently and to the exclusion of the Donor and all others, to Seventh-day Adventist Church (SPD) Limited on the terms of this Agreement.
- D. All Donations will be processed and undergo preservation procedures by AHC staff. They will then be catalogued and held in climate-controlled environments.

TERMS

1. ITEMS DONATED TO ADVENTIST HERITAGE CENTRE AND ARCHIVES*

- (a) In consideration of the signing of this Agreement by an authorised officer of Adventist Heritage Centre, the Donor gives, assigns and delivers to Adventist Heritage Centre absolutely, **all legal and beneficial rights, titles and interests** in and to each of the items described in the Schedule to this Agreement.
- (b) Upon making the gift of the items to Adventist Heritage Centre, the Donor acknowledges and agrees that
- (i) **No price or other valuable consideration** for the items or any of them is payable to the Donor or the Donor's nominee by Adventist Heritage Centre or any other Seventh-day Adventist Church entity; and that
- (ii) The Donor **cannot require** Adventist Heritage Centre to do or refrain from doing anything with any of the donated items.

2. PUBLIC ACCESS TO DONATED ITEMS

The parties agree that the following terms apply to this Agreement:

- (a) Adventist Heritage Centre will **provide public access** to the items donated by the Donor in accordance with their internal access policies following the completion of their internal processing, cataloguing and storage procedures. Details of the relevant policies are available to the Donor, upon request.
- (b) Upon request, and subject to clause 2(c) below, Adventist Heritage Centre will **restrict public access** to certain items donated by the Donor that are described in Part 2 of the Schedule until a period of **thirty (30) years** has elapsed after the date of this Agreement.
- (c) **During the period of thirty (30) years** referred to in clause 2(b) above, Adventist Heritage Centre may **request authorisation from the Donor** permitting them to disclose information from items or to permit inspections of items donated by the Donor to which public access is otherwise restricted for a period of thirty (30) years. Provided that the Adventist Heritage Centre explains to the Donor the reasons for their request, it may or may not be reasonably authorised by the Donor.

- (d) The items donated by the Donor shall **be identified** by Adventist Heritage Centre by the following **name and/or description**:

- (e) The **Donor's name will / will not** [*please strike out the inapplicable alternative*] be recorded by the Adventist Heritage Centre with each of the donated items.

3. DONOR'S CAPACITY TO MAKE GIFT

The Donor assures Adventist Heritage Centre that in donating the items described in the Schedule,

- (a) **The Donor is not subject to any legal or equitable impediment** which affects their capacity to give each of the items described in the Schedule to Adventist Heritage Centre; and
- (b) **The Donor knows of no person or body that has a valid claim**, whether legal or equitable and whether present or future, to any of the items described in the Schedule.

4. PROCEDURE FOR DISPOSAL OF DONATED ITEMS NO LONGER REQUIRED

Very occasionally the Adventist Heritage Centre decides that certain items within their collections are no longer required, due to duplication, a change in emphasis in the purposes for which items are held, or other reasons. No catalogued item will be disposed of without the approval of the Management Committee. If the Adventist Heritage Centre makes this judgement, the original donor will be contacted and asked if they would like to have the items returned or disposed of.

5. DONOR'S ASSISTANCE

If requested, the Donor may also offer further information which could assist Adventist Heritage Centre in dealing with research, publications and sensitive issues arising out of the Donor's gift of the items described in the Schedule to assist Adventist Heritage Centre.

6. RECEIPT

By signing this Agreement Adventist Heritage Centre gratefully acknowledges receipt from the Donor of all the items described in the Schedule.

7. LEGAL ENTITY

The parties to this Agreement acknowledge that the legal entity that receives and holds legal title to items donated to Adventist Heritage Centre by the Donor under this Agreement is Seventh-day Adventist Church (SPD) Limited ACN 093 117 689.

