



# DEED OF GIFT

## 1 – DONOR INFORMATION \_\_\_\_\_

Name of Donor: \_\_\_\_\_ (“Donor”)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

City, Country of birth: \_\_\_\_\_ Date of birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ (MM/DD/YYYY)

## 2 – DESCRIPTION OF ITEMS DONATED \_\_\_\_\_

*Attach additional pages if needed*

### ITEM 1

Artist: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Size: \_\_\_\_\_ Media: \_\_\_\_\_

### ITEM 2

Artist: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Size: \_\_\_\_\_ Media: \_\_\_\_\_

### ITEM 3

Artist: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Size: \_\_\_\_\_ Media: \_\_\_\_\_

### 3 — DONOR'S DEED AND AFFIRMATION OF TITLE

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*Please check the applicable box*

Donor hereby transfers and assigns without condition or restriction the right, title, and interest free of restrictions or encumbrances in the tangible personal property listed above (the "Work"), and copyrights (for the specific image/s in the Work only) associated with it (the "Rights") to **AMA**.

Donor hereby grants to **AMA** a free, nonexclusive irrevocable license on the image in the photograph/s listed above (the "Work"). Donor agrees to transfer to **AMA** an original certificate of authenticity for the Work in a form reasonably satisfactory to **AMA**, signed by the Artist.

Donor hereby certifies that he/she (i) is the sole owner of the Work; (ii) has good and complete right, title and interest in and to the Work; (iii) has fully authority to give, transfer and assign his/her right, title and interest in and to the Work; (iv) the subject of this gift is free and clear of all encumbrances and restrictions; and (v) to the best of his/her knowledge the Work has not been imported or exported into or from any country contrary to its laws.

### 4 — REPRESENTATION OF AUTHORITY

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*Please check the applicable box*

Donor hereby represents to the Art Museum of the Americas of the General Secretariat of the Organization of American States ("AMA") that Donor is able to grant nonexclusive permission, as requested herein, because Donor is the Artist and has never transferred exclusive rights to the tangible personal property listed above (the "Work") to any other person or entity.

Donor hereby represents to **AMA** that Donor is able to grant nonexclusive permission, as requested herein, because Donor is an heir of the Artist or a subsequent copyright owner and has, in turn, inherited ownership of the copyright, or a portion thereof, in and to the Work and (mark one of the following):

- Donor is the sole copyright owner
- Donor is a joint copyright owner

### 5 — COPYRIGHT & COPYRIGHT NOTICE

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Donor acknowledges that **AMA** requests permission to reproduce the Work for purposes consistent with its mission. Donor understands that **AMA** is a section within the Secretariat for External Relations' Department of Cultural Affairs of the General Secretariat of the Organization of American States ("GS/OAS"), a public international organization recognized as such pursuant to the U.S. International Organizations Immunities Act, U.S. Code §§ 288 et seq. Among the specific functions of **AMA** are to collect, preserve and exhibit works of art that are of aesthetic and historical interest to the Member States of the Organization of American States ("OAS") and to the public and large and to produce films, videocassettes, slides, and other visual documentary materials on Latin American, Caribbean, and North American art, on the cultural heritage of each OAS Member State, and on specific folk-life, cultural, and historical aspects of the region. In light of **AMA**'s mission and in recognition of **AMA**'s lawful possession of the Work, Donor hereby grants to **AMA**, as of the date below, a non-exclusive license to reproduce the Work (and in

**5 — COPYRIGHT & COPYRIGHT NOTICE (CONTINUED)** 

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Donor agrees that the License expressly authorizes AMA to sublicense the specific rights granted herein to third parties, as necessary (in AMA's discretion) to fulfill its mission. For all other rights not specified herein, Donor understands that AMA shall seek additional permission from Donor or his/her representative and that it will direct inquiring third parties to do the same.

Whenever feasible, AMA shall include and cause others to include, the following copyright notice, or one similar to it, in connection with the Copies (please initial one):

\_\_\_\_\_ © [Artist's name].

\_\_\_\_\_ © [Artist's name]. Courtesy of the [Artist's Estate].

\_\_\_\_\_ © [Artist's name]. Used by permission.

\_\_\_\_\_ Other (please specify): \_\_\_\_\_

**6 — OTHER TERMS AND CONDITIONS** 

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This Deed of Gift represents an agreement between AMA and Donor. Any variation in the terms noted must be in writing on the face of this form and approved in writing by both Parties.

AMA employees cannot, in their official capacity, give appraisals for the purpose of establishing the tax deductible value of donated items. Evaluations must be secured by Donor at his/her/their expense.

Nothing in this Deed of Gift constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.

Any dispute or complaint that may arise in conjunction with the application or interpretation of this Deed of Gift shall be settled by direct negotiations between the Parties. If a solution satisfactory to both Parties cannot be reached then the Parties shall submit their differences to arbitration pursuant to an arbitral procedure mutually agreed by the Parties. The arbitral award shall be final and binding to the Parties. This Deed of Gift shall be governed by the laws of the District of Columbia.

Limited gallery space and the policy of changing exhibitions do not allow AMA to promise the permanent exhibition of the Work.

**IN WITNESS WHEREOF, Donor, intending to be legally bound hereby, executes this Deed of Gift, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

Donor's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Donor's name printed: \_\_\_\_\_

Witness's signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness's name printed: \_\_\_\_\_

AMA hereby certifies that no goods or services were provided by AMA in consideration for this Gift.  
Accepted on behalf of AMA by:

\_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Pablo Zúñiga**

AMA | Art Museum of the Americas

General Secretariat | Organization of American States

Washington DC 20006, USA