

January 2, 2013

Congressman Elton Gallegly Attention of Mrs. Janice Gallegly PO Box 940001 Simi Valley, CA 93094-0001

Dear Mrs. Gallegly,

Copy of the obsposed agreement for some of som

Enclosed is the signed copy for the Deposit Agreement. The agreement has been signed by R. Stephen Wheatly, Vice President for University Advancement at California Lutheran University. We have retained the original for our file.

Please let me know if I may be of any further assistance to you. Happy New Year to you and Congressman Gallegly.

Very truly yours,

Marylee Waltz

Executive Secretary to

R. Stephen Wheatly '77, JD

Enclosure

DEPOSIT AGREEMENT

Congressman Elton Gallegly (sometimes referred to hereafter as "Depositor") agrees to deposit and California Lutheran University ("CLU") agrees to accept on deposit certain papers and related materials and furniture of Congressman Gallegly.

These papers include correspondence, papers, notebooks, files, records, slides, awards, photographs, and related materials from the archival legislative collection (the "Archival Collection") embodying the 26 year Congressional career of Congressman Gallegly to which the Depositor has title at this time. In addition, Depositor shall provide on deposit the desk credenza and furniture from his congressional office. CLU agrees to accept and to deposit these papers and related materials and furniture in the Library of CLU. Congressman Gallegly has not decided at this time whether he will make a future gift of these papers and related materials and furniture to CLU. At the time such gift is made, if ever, ownership of the papers and related materials shall transfer to CLU, pursuant to the terms of the transfer document, upon acceptance by CLU.

Upon receipt of the papers and related materials, the Library of CLU will arrange, preserve, and catalog said papers and related materials according to generally accepted principles of archival administration and practice. When ownership of the papers and related materials and furniture is transferred, if ever, to CLU, the Library will continue to provide the necessary care and maintenance of these materials in order to ensure their continued availability for scholarship.

While these materials are on deposit at CLU, they shall be subject to the following conditions:

- CLU shall extend to this material the same protective care as is extended to other archival material owned by CLU.
- 2. CLU may use these deposited materials in service to the public, subject to any special restrictions applied by CLU to such material, and in accordance with the policies and procedures of the Library of CLU. Access to materials in the collection will be limited to the Library's primary clientele and to other qualified individuals using the materials for serious or scholarly purposes. The Library or the Depositor may impose further restrictions in cases where specific items are deemed sensitive.
- 3. This is a deposit only of the Archival Collection and furniture. Depositor reserves title to the materials and all rights and interests in and to all of the literary or other property so deposited, including the rights of reproduction and publication. All literary and other rights to which the depositor is entitled throughout the world under copyright, common law or other laws now existing are retained by Depositor.

- 4. Depositor deposits these materials with the University to be used as part of and in conjunction with establishment of the Elton Gallegly Center for Public Policy and Civic Engagement on the campus of CLU (the "Gallegly Center") in accordance with the terms and conditions described in Exhibit "A" attached hereto and incorporated herein by this reference. The final name and/or designation of the Gallegly Center shall be determined at a later date upon the mutual agreement of Depositor and CLU.
- 5. Depositor agrees that he will join with CLU in seeking donations of not less than Three Million Dollars (\$3,000,000) in total as an endowment to fund the operations of the Gallegly Center.
- 6. Depositor agrees to enter into a license agreement for the use of Congressman Gallegly's name and image on terms and conditions acceptable to Depositor and CLU.
- Depositor may cancel this Deposit Agreement on One Hundred Eighty (180) days' advance notice to CLU, or sooner upon the mutual agreement of Depositor and CLU.

CALIFORNIA LUTHERAN UNIVERSITY

By: E Duside A

Date: 1-2-2013

DEPOSITOR

ELTON GALLEGLY

Date: Dec 27, 201