

## GIFT AGREEMENT

Congressman Elton Gallegly (sometimes referred to hereafter as "Donor") agrees to gift and California Lutheran University ("CLU") agrees to accept certain papers and related materials and furniture of Congressman Gallegly, as described below, this 3 day of October, 2017.

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 of which Donor is the sole and absolute legal owner with full right and authority to enter into this Gift Agreement and to grant the rights granted herein. In addition, Donor shall transfer to CLU the credenza and furniture from his congressional office. CLU agrees to accept and hold the Archival Collection and furniture (collectively "Materials") in the Library of CLU.

1. Donor hereby irrevocably assigns, transfers and gives to CLU all of his right, title and interest in and to the Archival Collection and all of the literary or other property so assigned, including the rights of reproduction and publication. All copyright, literary and other rights in and to the Materials to which Donor is entitled throughout the world under copyright, common law or other laws now existing are assigned to CLU by Donor. To the extent that any copyright rights of the Donor may be shared with others, Donor hereby assigns to CLU all of his right, title and interest in said copyrights and waives and releases all such rights, whether partial or complete.

2. To the extent that any copyright rights may be shared with others and notwithstanding the Fair Use Rights, Donor grants to CLU a nonexclusive, royalty-free, perpetual license to:

(a) Make copies of the Archival Collection for purposes of preservation and creation of a usable archival copy and to permit others to make copies of the Archival Collection consistent with the Fair Use Rights.

(b) Display and reproduce the Archival Collection in exhibitions, catalogs, University publications or advertisements both on and off campus.

(c) Digitize the Archival Collection or use any technological substitute the CLU Library deems appropriate to preserve and provide access to the Archival Collection.

(d) Provide unrestricted access to and use of the Archival Collection, including Internet or other wireless or digital access to the Archival Collection.

3. Donor shall indemnify, defend and hold CLU harmless from any losses, claims, damages, awards, penalties or injuries incurred, including reasonable attorneys' fees and costs, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of access to and use of the Archival Collection.

4. Donor shall provide CLU with all information and documentation in Donor's possession or control regarding the provenance of the Materials, including any information relating to intellectual property rights.

5. CLU is authorized to dispose of any duplicate or other material not relevant to the collection which it determines to have no permanent value or historical interest.

6. The Library of CLU will arrange, preserve, and catalog the Archival Collection according to generally accepted principles of archival administration and practice. The Library of CLU will continue to provide care and maintenance of these materials in order to ensure their continued availability for scholarship.

7. The Archival Collection shall be subject to the following conditions:

(a) CLU shall extend to this material the same protective care as is extended to other archival material owned by CLU.

(b) CLU may use these deposited materials in service to the public 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, at the request of Donor, may impose further restrictions in cases where specific items are deemed sensitive.

(c) Notwithstanding the foregoing, Donor retains the right at Donor's discretion to substitute a copy for the original of certain signed letters, signed pictures and/or personal documents contained in the Archival Collection. This shall not effect Donor's transfer of intellectual property rights under Paragraph 1.

8. Donor agrees to enter into a license agreement for the use of Congressman Gallegly's name and image on terms and conditions mutually acceptable to Donor and CLU.

9. This Gift Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Gift Agreement, shall be governed by and construed in accordance with the laws of the United States and the State of California.

CALIFORNIA LUTHERAN UNIVERSITY

By:   
Its: President

Date: 10/1/2017

DONOR

  
ELTON GALLEGLY

Date: 10/3/2017