

Three Written Agreements

This file contains the only three written agreements that were signed by the Galleglys and University.

Those agreements include the following:

- The 2012-2013 Deposit Agreement
 - The 2017 Gift Agreement
- The 2018 Personal-Property Letter

NOTE: this is a copy exported from a PDF; formatting may be affected

California Lutheran
UNIVERSITY

January 2, 2013

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

Dear Mrs. Gallegly,

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.

Marylee Waltz
Executive Secretary to
R. Stephen Wheatly '77, JD

Enclosure

11-13-16
Kristine
Attached is a
Copy of the deposit
Agreement you needed.
P.S. Your fax is not working, I will
send it email

Vice President
University Advancement
60 West Olson Road #1700
Thousand Oaks CA 91360
Phone: 805 493-3158
www.cal Lutheran.edu

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:

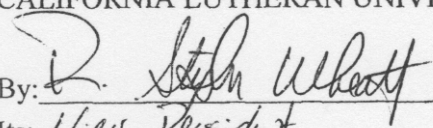
1. CLU shall extend to this material the same protective care as is extended to other archival material owned by CLU.
2. CLU may use these deposited materials in service to the public, subject to any special restrictions applied by CLU to such material, and in accordance with the policies and procedures 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.

7. 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: 
Its: Vice President

DEPOSITOR

 _____

This was signed by VP Stephen Wheatley on
January 2, 2013

This was signed by
ELTON GALLEGLY on December 27, 2012

NOTE: this is a copy exported from a PDF; formatting may be affected

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

Signature was not exported.

*The original agreement was signed
by Chris Kimball, then-President
October, 2017*

DONOR

_____

ELTON GALLEGLY

*This agreement was signed by
Elton Gallegly signed on
10-4-2017*

A copy of the original letter can be found in court documents. It is labeled "DX-073."

April 27, 2018

*Kristina Calara
Vice President
60 W. Olson
California Lutheran University #1675
Thousand Oaks, CA 91360*

*Dear Kristina,
This letter confirms that the personal property described hereafter is on loan to
CLU Elton and Janice Gallegly for Public Service and Civic Engagement and
remains my property that can be retrieved at any time by me, my authorized
representative, or my estate. My personal property on loan to CLU includes:*

*Personal desk and chair
Pictures
Plaques
Other related memorabilia*

*Kindest Regards,
Elton Gallegly 4/27/2018*

This letter was subsequently signed by a university representative whose signature is hard to decipher.