

tutions and with each individual gift, but also there may be a considerable variance in local legal requirements, and these will need to be checked. It would seem to be a cardinal rule that an institution or curator should seek some legal advice before instituting and using a form as a deed of gift. It should also be recognized that no form will cover every situation, and it will at times be necessary to draw up a document tailored specifically to the requirements of a particular case.

Although some institutions will include other matters in a deed of gift, there are advantages to keeping the form as relatively brief and uncomplicated as possible. Such matters as (1) the disposition of unwanted material or duplicates, (2) the handling of printed material, (3) the photoreproduction of the material for scholarly use, (4) the handling of publicity, and (5) the mechanism for permission to publish should be handled through correspondence or by other means.

If it is likely that in the future there will be additional material donated which is related to the initial gift, the deed of gift might properly speak to that matter. If restrictions are agreed on between the donor and the recipient and stated in the agreement, there should also be stated a terminal date and an understanding of

where the authority for continuation or removal of those restrictions lies in the event of the donor's death.

All of these comments as well as the sample deed of gift refer to situations in which the physical property is being given outright to the institution, whether or not the literary rights in the possession of the donor accompany and are part of the gift. There are, of course, situations in which a donor merely wishes to deposit the material in an institution. In such cases the understanding is usually that outright donation will generally follow, but the curator must be aware that it is in no way inevitable. In such cases the offer should be scrutinized carefully and matters such as the availability of his material for scholarly use, photoreproduction, and publication should be accurately understood between the donor and the institution. An entirely separate agreement of deposit which speaks to the necessary points should be developed and executed in the rare cases where such deposit is acceptable to the institution and outright gift of the material at the time does not seem possible. ■ ■

Reprints of this article are available from the ACRL office, 50 E. Huron St., Chicago, IL 60611.

Draft Statement on the Reproduction of Manuscripts and Archives for Commercial Purposes

The following statement was prepared by the Committee on Manuscripts Collections of the ACRL Rare Books and Manuscripts Section. It will be considered for approval by the ACRL Board of Directors at the 1975 Annual Conference in San Francisco. All comments and suggestions for revision should be sent to the chairman of the committee, Clyde C. Walton, Director of Libraries, Northern Illinois University, DeKalb, Illinois 60115.

1. It is the responsibility of libraries, archives, or manuscript repositories to facilitate access to original collections by permitting commercial publishing companies to reproduce, reprint, or otherwise publish certain collections in its possession, unless:
 - a. the physical condition of the originals prohibits reproduction
 - b. there are legal restrictions which prohibit or limit reproduction of the originals.
2. No repository shall be expected to reproduce a complete manuscript collection or archival record group.
3. The commercial publisher shall agree to the following conditions:

- a. **Permission.** (1) The publisher shall be responsible for compliance with all copyright and other legal requirements applicable to reproduction of the material borrowed and will obtain (and will deliver to the owning institution a duplicate executed counterpart of) all such consents, licenses, and other instruments as may be necessary for such compliance. (2) The publisher shall agree to indemnify and hold harmless the owning institution, its officers and employees, any and all of them, against and from any liability, loss, cost or expense whatsoever, including attorney's fees, which the owning institution, its officers and employees, any and all of them, may at any time incur arising out of or relating to the reproduction of any of its manuscripts.
- b. **Acknowledgment.** The publisher shall cause the reproduction of any manuscript collection or archival record group to show that it has been made from an original in the library of the owning institution.
- c. **Quality of Reproduction.** The publisher

shall cause his reproduction to be of a quality satisfactory to the institution from which he has borrowed the originals, and, if published on microfilm, shall meet the minimum standards for microfilming established by the Library of Congress. If the reproduction is published in book form, the publisher must use permanent paper (as defined by the Barrow Laboratories, Richmond, Virginia).

- d. **The Original.** (1) The publisher will not permit original manuscripts or other archival materials to suffer physical damage while in his care. Should damage occur, all repairs are to be made by qualified conservators in accordance with guidelines established by the owning institution and at the expense of the publisher. (2) If the archival or manuscript materials are damaged beyond repair, the publisher must reimburse the owning institution at the value set by an independent appraiser who is jointly selected and therefore satisfactory to both the publisher and the owning institution.
- e. **Reproduction.** The owning institution shall specify when the reproductions are to be made and the conditions under which they will be made.
- f. **Royalties.** The owning institution shall receive from the publisher (1) an agreed royalty which has been established in advance by legal contract and (2) a sufficient number of copies of the publisher's reproduction for the institution's internal use.
- g. **Restrictions.** The publisher must respect any restrictions placed upon reproductions or copies of original manuscripts or archival materials furnished to him.
- 4. a. Both the owning institution and the publisher must inform purchasers of reproductions that permission to make extensive direct quotations or to print any reproduction in full must be obtained from the owning institution. Every reproduction must bear a clear statement to this effect.
- b. Manuscripts must not be published without due regard for common law rights, literary rights, property rights, and libel laws. ■ ■

CLR Board Elected

Page Ackerman, librarian of the University of California at Los Angeles, Ruth Davis, director of the National Bureau of Standards' Center of Computer Science and Technology, Warren J. Haas, librarian and vice-president of Columbia University, and Maximilian W. Kempner, member of the New York law firm of Webster Sheffield Fleischmann Hitchcock & Brookfield, have been elected to the board of directors of the Council on Library Resources, Inc. (CLR).

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All advertisements submitted by institutions offering positions must include a salary range. The range should provide the applicant with an indication of the salary the institution is willing to provide for the position offered.

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Classified advertising orders and copy, and cancellations, should be addressed to the Advertising Department, 50 East Huron Street, Chicago 60611, and should reach that office before the second of the month preceding publication of issue desired. Copy received after that time may be held for the next issue.

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