**AGREEMENT**

 Subject: **Transfer of Documents from the \_\_\_\_\_\_\_\_\_\_\_\_\_ Collection**

 **to the Built Heritage Research Center**

Between: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter: “**Donors**”).

And: The Technion, Israel Institute of Technology, for the Avie and Sarah Arenson Built Heritage Research Center in the Faculty of Architecture and Town Planning in the Technion (hereinafter: “**Center**”).

Whereas The Donors, as the legal heirs of their late father, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, possess a collection of documents which includes drawings, sketches, pictures and other items (hereinafter: “**Collection**”);

And whereas The Donors, pursuant to and subject to the provisions of this Agreement, are interested in transferring the Collection to the possession of the Center, in order to preserve them for the needs of research and study of the built heritage of the State of Israel;

And whereas The Center is a research center in the Faculty of Architecture and Town Planning in the Technion, including an historical archive on the subject of the built heritage and is a body of an academic, nonprofit character;

And whereas The Center is interested in adding the Collection to its archive, to preserve it and make it accessible for the needs of research and study as stated;

And whereas The Donors found the archive of the Center to be a suitable lodging for the Collection.

And whereas The Donors and the Center have agreed to transfer the Collection to the archive of the Center, subject to the terms and conditions of this Agreement;

**It is therefore declared and agreed by the Parties as follows:**

1. The Preface to this Agreement and its Addenda constitute an integral part of this Agreement.
2. The costs of transport and storage of the Collection will be borne by the Center.
3. The Center undertakes to allocate a suitable storage space for the documents and apply to them the customary rules in the Heritage Center for archival preservation.
4. The Collection will be available in the archive of the Center to anyone wishing to examine it for the purposes of study, research or publication at a reasonable time following the date of the request.
5. The Center will create a catalog listing of the Collection, and when it is completed, it will transmit a digital copy of the record to the Donors. The copyright for the catalog list will be owned by the Center.
6. Borrowing of an item from the Collection will be made possible at the discretion of the archivist of the Center and will be for a limited time only, with careful record keeping.
7. In the case of duplicate or superfluous items in the Collection, the chairman of the Center or the Dean of the Faculty will decide whether to return them to the Donors. If they do not wish them to be returned, they may be burnt. The application in this matter as well as the reply of the Donors will be in writing. If an item in the Collection is returned, the Center will deal with the transporting of said item to the Donors and will bear the cost of the transporting. If the Donors have not replied to said application within 60 days, this will be seen as a waiver by the Donors regarding the return of the items, and the Center may burn them.
8. For the avoidance of doubt, delivery of the material to the Center will not involve any payment or consideration whatsoever to the Donor beyond the undertakings of the Center as detailed in this Agreement.

– Copyright

1. The Donors will transmit to the Center a list of the documents they wish to transfer to the Center (hereinafter: “**List**”). The List will include information regarding each item, its copyright, whether it belongs to the Donor or to another person or body, to the best of their knowledge. The Donors only will have responsibility for the correctness of the information regarding the copyright
2. The Donors will indemnify the Technion for any expense incurred by the Technion, the Faculty and/or the Center in connection with any legal claim and/or demand against any of them for a breach of the copyright of any third party whatsoever in connection with any of the items in the Collection regarding which the Donor declared in the List that its copyright belongs to the Donors.
3. The documents which are delivered to the Center will be owned by the Center; however, the copyrights of the documents will continue to be owned by their original owners or their heirs.
4. With regard to items of the Collection whose copyright belongs to the Donors, the Center will make it possible for any Donor who so wishes to make proper use of each of the items of the Collection, including for the purposes of research or a professional document. The Center will instruct the users of items in the Collection regarding how to display the credit to the creator and the Center when using items from the Collection. It is hereby clarified that nothing in what is stated above amounts to approval for any person or body whatsoever who makes proper use of any of the items in the Collection to publish it publicly, with or without a consideration.
5. In the event of a lawsuit for publishing items from the Collection by the Donors, including a claim for breach of copyright, the Donors alone will bear all the expenses involved in the suit. The Donors will indemnify the Technion, the faculty or the Center for any expense it may incur due to such a suit.

– Digitalization and use of digital copies

1. The Center acknowledges the importance of digitalizing the Collection for the purpose of preservation of the information. The Center, pursuant to the provisions of Section 30(A)(1) of the Copyright Law, 5768-2007 (hereinafter: “**Law**”), may create a digital copy of the Collection, in all or in part, or transfer the execution of the digitalization of the Collection to a third party.
2. After the Center has digitalized the items of the Collection, including the scanning and production of electronic files, the provisions of the law on ownership and copyrights will apply to the digital collection and the files, and they will be administered by the Center.
3. Following the digitalization of the items of the Collection, the provisions of Section 11 above will apply as well, *mutatis mutandis*, on the digital collection and the files. Despite what is stated above, it is hereby clarified that the Donor hereby gives the Center a license to show the digital copy of the items of the Collection and make it available to the public online on the website of the Center or on another dedicated website for the purposes of examination and research. It is hereby clarified that the above-mentioned license is not a transfer of any of the copyrights of the Donor over the digital copy of the items of the Collection, and the provisions of Section 11 will apply to these copies, as stated above.
4. The terms and conditions in Sections 3, 4 and 5 of the Agreement are fundamental terms of this Agreement. If one or more of these terms and conditions should cease to exist, the Donors may annul the Agreement and demand the return of the Collection to its owners. In such a case, the parties will coordinate corrective measures or, alternatively, the transfer of the Collection to another body.
5. In the case of a dispute in connection with this Agreement, the dispute will be settled by way of negotiations in good faith between the Donors and the Dean of the Faculty.
6. The representative of the Donor for the purposes of this Agreement is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Telephone: \_\_\_\_\_\_\_\_\_\_, email: \_\_\_\_\_\_\_\_\_\_\_.
7. The representative of the Center for the purposes of this Agreement will be the administrator of the Collection in the Center at the time the Agreement is signed: Elad Horn, 052-4418690, heritage@technion.ac.il.

Signed on \_\_\_\_\_\_\_\_\_\_\_:

The Donors Chairman of the Built Heritage Research Center

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dean of the Faculty of Architecture and Town Planning

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 Chief Financial Officer

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 Director General of the Technion

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