

**Gift of Papers and other Historical Materials  
of  
The Cobleskill-Richmondville Central School District  
to the  
\_\_\_\_\_ Historical Society**

1. Subject to the terms and conditions hereinafter set forth, I, \_\_\_\_\_  
(hereinafter referred to as the Donor), hereby give, donate and convey to \_  
\_  
(hereinafter referred to as the Donee) for deposit in the \_\_\_\_\_ Society,  
the

**Cobleskill-Richmondville Central School District** papers and other historical materials (hereinafter referred go as Materials) which are described in Appendix A, attached hereto.

2. Title to the Materials shall pass to the Donee upon their delivery to the Donee.

3. Following delivery, the Materials shall be maintained by the Donee in the Society.

4. It is the Donor’s wish that the Materials be made available for research as soon as possible, consistent with the General Restriction Policy of the \_\_\_\_\_ Society, following their deposit in the \_\_\_\_\_ Society. The Donee shall have the Materials reviewed and shall restrict access to those Materials use of which should be restricted in accordance with the normal application of the General Restriction Policy of the \_\_\_\_\_ Society.

5. Following the completion of the review for the above, Materials so restricted shall not be made available for inspection, reading or use by anyone, except regular employees of the Donee in the performance of normal historical work on such Materials, and the Donor, of persons authorized by him/her in writing to have access to such Materials.

6. Notwithstanding the provisions of paragraph 5, Materials covered by this instrument shall be subject to subpoena or other lawful process, subject further to any rights, privileges or defenses that the Donor, the Donee or any other person may invoke to prevent compliance with said subpoena or other lawful process. To insure Donor the opportunity to raise such rights, privileges or defenses, the Donee shall

notify the Donor or his/her(s) representative, so long as the Donor lives, as expeditiously as possible of the receipt of such subpoena or other lawful process.

7. Materials which have been restricted from access as herein provided shall be reviewed by the Donee from time to time and any Materials which, because of the passage of time or other circumstances, no longer require such restrictions shall be opened to public access.

8. Subject to State Education Law, the Donee may not dispose of any of the Materials unless permission is received from the Commissioner of Education.

9. In the event that the Donor may from time to time hereafter give, donate and convey to the Donee, for deposit in the \_\_\_\_\_ Society, additional papers and other historical Materials, title to such additional papers and other historical materials shall pass to the Donee upon their delivery, and all of the provisions of this instrument of gift shall be applicable to such additional papers and other historical Materials. A description of the additional papers and other historical Materials so donated and delivered shall be prepared and attached hereto.

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

Cobleskill-Richmondville Central School District

(Donor)

Date: \_\_\_\_\_

The foregoing gift of the papers and other historical Materials of the Donor is accepted on behalf of the \_\_\_\_\_ Society, subject to the terms and conditions heretofore set forth.

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

(Donee)

Date: \_\_\_\_\_

First reading by the Board of Education: September 13, 1999  
Second reading by the Board of Education: September 27, 1999

**Adopted by the Board of Education: September 27, 1999**