



Deed of Gift

Legal effect: Complete this document only after the Museum has formally approved the gift. This deed permanently transfers legal title to the physical property described in the Object Schedule.

Donor

Name	
Address	
Telephone	
Email	

Gift record

Museum gift/accession ID	
General description	
Credit line	
Date received	
Date accepted	
Provenance/ownership notes	

- ☐ The donor may be publicly acknowledged using the credit line above.
- ☐ The donor requests anonymity in public-facing uses; internal records will retain donor information.



Terms of gift

1. **Transfer of title.** The donor irrevocably and unconditionally gives, transfers, and assigns to the Maltese-Canadian Museum all of the donor's right, title, and interest in the physical property identified in the Object Schedule. The transfer takes effect when the gift has been delivered and this deed has been signed by both parties.
2. **Donor authority and provenance.** The donor represents that the donor is the lawful owner, or is duly authorised by every owner to act; that the property is free of liens, claims, and encumbrances except as disclosed in writing; and that the donor has supplied all material information known about provenance, export/import, prior ownership, restrictions, hazards, and disputes.
3. **Restrictions.** The gift is unrestricted unless a restriction is expressly written in this deed and accepted by the Museum. Oral statements, correspondence, labels, or family expectations do not create a binding restriction.
4. **Museum stewardship.** The Museum may catalogue, research, conserve, digitise, photograph, exhibit, publish, lend, store, relocate, or otherwise use the property in accordance with its mission, policies, professional ethics, and applicable law. Acceptance does not guarantee display, publication, digitisation, continuous access, or that items will be kept together.
5. **Deaccessioning.** The Museum may deaccession and dispose of the property only through its approved Collections Management Policy and delegated authority. Deaccessioned property is not automatically returned to the donor, and any proceeds will be used only as permitted by the Museum's policy and applicable law.
6. **Intellectual property.** Title to a physical object does not by itself transfer copyright, neighbouring rights, privacy rights, publicity rights, or moral rights. The rights selection below governs only rights the donor legally owns or is authorised to grant.
7. **Valuation and receipting.** The Museum does not appraise gifts. An official donation receipt will be issued only if the Museum is eligible to issue one and all applicable Canada Revenue Agency requirements have been met. This deed records a property transfer and is not an official donation receipt.
8. **Donor information.** The Museum may collect, retain, and use donor information for collections management, administration, research, legal compliance, and acknowledgement, subject to applicable privacy law and any written anonymity selection in this deed.
9. **Entire agreement and governing law.** This deed is the entire agreement concerning the gift and may be amended only in writing signed by both parties. It is governed by the laws of Ontario and the applicable laws of Canada.

Copyright and related-rights selection

Instructions: Select the single option that best describes the donor's authority. If different options apply to different items, identify them by object number on an attached schedule.

- ☐ No copyright or related rights are transferred. The Museum may use the material only as permitted by law or by a separate written permission.
- ☐ The donor grants the Museum a non-exclusive, perpetual, worldwide, royalty-free licence to reproduce, digitise, adapt for accessibility or display, publish, communicate, and authorise these uses for non-commercial museum, archival, research, educational, promotional, and fundraising purposes.
- ☐ The donor assigns to the Museum all copyright the donor owns in the identified material for the remainder of the copyright term, and, where the donor is the author, waives moral rights in favour of the Museum and persons authorised by it, to the extent permitted by Canadian law.
- ☐ The donor does not own, or does not know whether the donor owns, copyright in the material. Details are attached or recorded below.

Rights holder/details



Signatures and acceptance

By signing, each party confirms that it has read and agrees to this deed. The Museum representative's signature records formal acceptance of the gift.

Donor / authorised owner

Signature

Print name and title

Date (DD Month YYYY)

Authorised Museum representative

Signature

Print name and title

Date (DD Month YYYY)

Additional owner or witness (if applicable)

Additional owner

Signature

Print name and title

Date (DD Month YYYY)

Witness

Signature

Print name and title

Date (DD Month YYYY)