

Preliminary Report
Archival Study for the Town of Marblehead

Appendices

Appendix A

Draft Letter of Intent for Marblehead

Draft Letter of Intent – Marblehead Archival Facility Project

Date:

To: Organization Name

Subject: Marblehead Archival Facility – Letter of Intent

Dear xx:

Marblehead has a long and rich history. Much of the record of the town's past can only be found in the Historical Commission's repository, in the records held by the Town Clerk and by other town departments, and in other town organizations with historical collections. However, without adequate housing those records are at risk of deterioration and may be hard for researchers to find and to use.

Archival collections are permanent and irreplaceable and should be stored and accessed in buildings that provide them with the necessary care, security and storage that ensures their preservation and access. Without adequate housing these records are at risk of deterioration and may be difficult for researchers to find and use. Each of the potential partner archives institutions in Marblehead are in facilities that do not have the appropriate spaces or systems to preserve and service the records of the Town. Storage spaces are limited or completely filled, processing and preservation spaces are missing or are too small, and access is often compromised. Current facilities make it difficult to preserve the Town's historical records and make them accessible to the Town's citizens.

The Marblehead Historical Commission and the Town of Marblehead have taken the first steps to determine the requirements and logistics to establish a shared Town archival facility to preserve and make accessible these invaluable resources. Funded by a donation made by Ross and Rita Terrien to establish a repository for the Town of Marblehead's historical documents and records, the yearlong archival study has five overall goals that have been divided into five phases:

1. Determine the partners - organization selection.
2. Determine the organizational requirements for a share facility.
3. Determine the programmatic requirements for a shared archival facility.
4. Evaluate potential sites for a future archival facility.
5. Prepare a Master Plan to create a town-wide archival facility.

There are many benefits to developing a shared archival facility for Marblehead, including better preservation, access, security, and public programs. Efficiencies accomplished in one facility result in cost savings for the Town and its historical institutions and in a better future for the records of Marblehead.

The Town of Marblehead commits our support to the development of a Town Archival facility and acknowledges our shared interest in the multi- phase project. We agree to work together with [organization name] to develop the project.

[Organization] agrees to participate in the archival study and the development of shared archives. By agreeing, the [Organization] will participate in meetings and presentations on the project and provide information and data about its records to the project consultant and the Chairman of the Marblehead Historical Commission.

A future governance structure and defined policy and procedures will be evaluated and pursued as the project evolves. [Organization] acknowledges this important benefit, along with the many other project benefits described in this letter. [Organization] is committed to advancing the Marblehead Archives project, realizing its benefits, and actively engaging in the development of the project.

[Organization Name]
[Signing Authority]

Town of Marblehead
[Chair, Board of Selectman]

[Date]

[Date]

Appendix B

Archives Policies – Lincoln, MA

Lincoln Town Archives

Collection Development Policy

April 2009

Mission Statement

The Lincoln Town Archives advances the Town's objectives of both preserving its historic legacy and fostering its Town Meeting form of government and traditions of civic leadership by collecting, preserving, describing, exhibiting, and making available to researchers, town officials and citizens materials related to the history and activities of the Town of Lincoln.

Background

The Lincoln Town Archives holds material for the preservation, study and appreciation of Lincoln's governance, culture and history. The Archives constitute a unique effort to integrate the holdings of the Lincoln Library collection, Lincoln-based institutional records and elements of the Town's municipal records collection.

Purpose

The purpose of the Collection Development Policy is to provide a framework for the development and maintenance of the Lincoln Town Archives, to define the scope of the archives, and to indicate selection criteria and priorities.

Scope of Collection

Materials of historic interest to the Town of Lincoln will be collected, subject to the limitations of the archives facility for the storage, preservation and protection of said materials.

1. Materials of historic interest are those which pertain to: the official conduct of town business; town population and development; town geography and environment; persons, families and organizations of local association; and to the recognized educational, cultural, recreational and other interests of the Town of Lincoln. These categories also apply to the area now constituting the Town of Lincoln in its history prior to the establishment of the Town. Current or future materials bearing upon any of these categories will be deemed materials of historic interest, and they will be collected accordingly. Research value to the Town of Lincoln represents the unifying criterion for collection development.
2. Materials of historic interest will be collected actively and on an ongoing basis from town agencies, organizations, individuals and collections as they become available.
3. Official town records will be added to the collection on an ongoing basis and in a manner consistent with state and federal law; those official records deemed of sufficient historical interest will be housed at the Library vault, the remainder at Town Office Building.

Gifts Policy

1. All new additions to the collection must come from a bona fide source, and the vendor or donor must have the legal authority to transfer the material to the Lincoln Town Archives.

The donor may be requested to provide a demonstrated provenance and documentary proof of ownership.

2. Once a donation is accepted, a deed of gift must be signed by the donor specifying the materials to be donated. This deed of gift shall transfer any rights the donor may have concerning ownership and, if applicable, copyright to the Lincoln Town Archives. Special conditions may be specified by the donor, but the Lincoln Town Archives may refuse any donation in which it deems the conditions of use to be overly restrictive.
3. Donors are required by the IRS to obtain their own appraisals. As an interested party, the Lincoln Town Archives is not allowed to provide appraisals.
4. Where substantial cataloging or storage costs are likely to be incurred as a result of the acquisition of institutional archives, donors may be asked to contribute toward these costs.
5. The Lincoln Town Archives shall consider, and it shall reserve the right to decline any collection or part of a collection for any of the following reasons:
 - a. Potential inability to provide suitable space, staffing, supplies and equipment.
 - b. Potential inability to provide sufficient support to preserve and provide access to the archival materials.
 - c. The extent to which the material fits within the scope of the Lincoln Town Archives.
 - d. The condition of the materials; materials irreparably damaged or infested by insects or mold are not to be accepted.
 - e. The extent to which materials duplicate those already in the collection, with the understanding that any duplicate material may be subject to disposal.
 - f. The Lincoln Town Archives shall not accept permanent loans of materials, and it will not assume liability for materials not owned by the Lincoln Town Archives.
 - g. Acceptance of all items shall be based on the approval of the Archivist, in concert with the Curator and the co-Directors.

Lincoln Town Archives Deaccession Policy

December 2009

Considerations of physical space limitations combined with the need to add new materials require periodic re-evaluations of the Town of Lincoln Archives Collection. Simultaneously, the changing nature of technology, advances in archival preservation practices, and availability of previously scarce materials in reprint, microform, online or digital format will enhance access to strategic materials without onsite physical copies.

Weeding criteria include consideration of the permanent intrinsic value, permanent information value, temporary information value, and reasonably convenient access at a nearby institution. The Town of Lincoln Archives Collection as a whole can be reviewed by designated staff, keeping in mind the purpose, nature, and scope of the collection as outlined in our Collections Policy.

Donations accepted for the collection shall be considered permanent as long as they retain their physical integrity, identity, and authenticity, and as long as they remain relevant and useful to the purposes and activities of the Town of Lincoln Archives Collection. Deaccessioning of donations may be considered when these conditions no longer prevail or if the Archives should receive similar items in better condition. The elimination of duplicate, irrelevant or damaged materials will be done by the Archivist in concert with the Curator and the co-Directors. The Archivist, Curator, and co-Directors may consult with the Library Trustees regarding the final decision to deaccession materials, especially if the relevance and value of materials are debatable.

Objects or documents currently in the collections may be deaccessioned for the following reasons:

- a. The material does not fit within the scope of the Lincoln Town Archives Collection.
- b. The materials are irreparably damaged or infested by insects or mold.
- c. The materials are redundant or readily available elsewhere.
- d. Disposal of superfluous official records allowed by state and federal law is permitted.
- e. Marginal materials which would require substantial cataloging or storage costs, or for which the Lincoln Town Archives Collection is unable to provide suitable space, staffing, supplies and equipment to warrant retention, may be deaccessioned.
- f. Or any other reason as deemed necessary by the Archivist in concert with the Curator and co-Directors.

Materials withdrawn from the Archives may be returned to the donors or heirs; sold through the Friends of the Lincoln Library periodic book sales; or (if rare or valuable items are withdrawn) with the assistance of a rare book dealer. All proceeds will go to the vault fund.

Offer of Gift

This form is for persons who are considering donating items to the Lincoln Town Archives.

Name of Donor(s): _____
Contact Name: _____ Date: _____
Address: _____
Phone: _____ Email: _____

1. General Description of Gift / Subject Matter:
2. Please attach a detailed list of the documents/objects you are donating and their dates of origin/creation (approximate, if necessary).
3. Please explain when and how you acquired these documents/objects? Are you the first owner? Can you trace them back to its original owner? (Please provide additional evidence of provenance, if available.)
4. How and where were these documents/objects used, displayed, or stored? (i.e. What was the general purpose of the documents/objects?)
5. Do you have any genealogical information related to the owner or creator of these documents/objects? Do you have pictures of the owner/creator?
6. Do you have any letters, journals, bills, receipts, instruction books, newspaper clippings, etc. that relate to the subject matter of these documents/objects?
7. If you are donating an object, do you have any photos of the object, of anyone using it, or of the original house or location of the object?
8. Describe the condition of these documents/objects. Please note any damage, mold, deterioration, etc.
9. Have the documents/objects been altered, repaired, or conserved in any way by you, a former owner, or a conservator?

LINCOLN TOWN ARCHIVES - OFFER OF GIFT STATEMENT OF OWNERSHIP

I, _____, hereby state that I have the legal right to transfer these items, including all copyright and associated rights, to the Lincoln Town Archives. To the best of my belief, the subject(s) of this gift is free and clear of all encumbrances and restrictions.

Signature: _____ Date: _____

Office Use Only:

Approved/accepted by (Archives official): _____ Date:
_____ Prospective Date of Transfer: _____

Rev. 11/2012

Access

How to Use the Archives & Special Collections

The materials within the Lincoln Town Archives are available for use only with the assistance of the Archivist, Librarian, or Town Clerk.

To ensure timely and effective assistance, we recommend that researchers consult with the Archivist or Librarian by phone or e-mail at least 48 hours in advance. Some materials are housed at the Town Hall vault, while other materials are kept at the Library.

By contacting us prior to your visit, the Archivist / Librarian will be able to determine your information and research needs, recommend resources that may best suit them, and set up an appointment with you if archival materials will be needed. These materials will be gathered before your appointment and ready for use when you arrive.

When contacting us, please specify your name and explain the purpose of your research, your research topic, and/or source materials which may be of interest to you so that we may assist you as best as we can.

Contact Information

Lincoln Library 3 Bedford Rd. Lincoln, MA 01773 781-259-8465	Town Clerk's Office 16 Lincoln Rd. Lincoln, MA 01773 781-259-2607
e-mail: archives@lincolntown.org	Materials may be viewed by appointment. Please allow at least one week for a response.

Registration & Requesting Materials

- Upon arrival, researchers will be asked to complete a registration form and provide proper identification (driver's license, passport, or any picture ID) before using materials.
- All requested materials are non-circulating. They must remain in the reading room and may not be checked out.
- Researchers must fill out a Request for Materials Form to request items. A maximum of (3) folders and/or volumes may be used at one time. Number of items called at one time may be at the discretion of the Archivist or Librarian. Access to delicate or unprocessed materials may be restricted.
- Archives staff will stop retrieving materials one half-hour before closing.
- All books and manuscripts must be returned to the Archives staff after researcher is

finished with them, or 15 minutes before closing time.

Preservation of Materials

- To preserve and maintain the condition of archival materials, the following items are not allowed in the reading room:
 - Food, drink, and other liquids
 - Pens (ballpoint, highlighters, markers, or ink of any kind)
 - Self-adhesive notes (Post-Its)
 - Glue / Tape / Adhesives

- Scanners
- Large bags (briefcases, handbags, backpacks, etc.)
- Only pencils, no pens, may be used in the reading room. Personal laptop computers may also be used for note-taking.
- Please keep all requested materials within their assigned folders and/or boxes and in their original order. If particular materials are damaged or misfiled, please notify the Archivist or Librarian so that she/he may fix it.

Handling of Materials

All requested materials, especially fragile books and documents, must be handled with care. You may be asked to wear gloves while handling certain materials.

- All materials should lay flat on the table. Books should not be pressed open, placed faced down, or leaned upon. Please refrain from using archival materials as writing or leaning surfaces.
- Pages may not be cut out, folded, traced, or marked with pencil or ink in any way.
- Archival bookmarks, magnification aids, and/or other archival quality tools are available for the researcher's use, if needed.
- Photocopying and any form of duplication must be completed by Archives staff.

Photocopying / Document & Image Reproduction

- Photocopying and other forms of duplication must be approved and completed by Archives staff. Please fill out the Photocopying / Reproduction Form so that we can adequately fill your requests.
- Unless publication permission is sought, all photographic images are provided for personal or educational use only. Images are not to be altered in any way.
- Photocopies and other reproductions will be made for personal use only under the "fair use" provisions of the copyright laws. Provision of copies does not constitute permission to print or otherwise distribute the images or text. (For print, broadcast or distribution purposes, please fill out a Permission to Publish Form.)
- Some materials may not be duplicated in any form due to donor restrictions and copyright; therefore, please ask the Archivist / Librarian if you would like to photocopy, photograph, or scan materials. Researchers are responsible for understanding and observing copyright law.
- Fees for all services will be applied. Pre-payment is required. Please allow 2-3 weeks for processing photo reproduction and other special requests.

Patrons requesting images should provide the following information:

- Transmission of image: Print, CD, or email?
- If print, what kind of paper (matte or glossy)?
- If electronic file, what format (jpeg, tif, or other)?
- Size of photo? (Unless otherwise directed, we will provide an 8" x 10")
- Specify B&W or color?

Photocopies:	25 cents per page (B&W)
Document Scanning:	50 cents per page
Photo Reproduction, High- Resolution Scanning & Other Special Requests:	\$25 and up. * Fees are dependent on market rate and are

	<p>subject to change at any time.</p> <p>*Additional fees for shipping & handling may be charged.</p>
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Permissions for Loan

- Permissions to borrow an item (e.g. for display, scanning services, etc.) from the Lincoln Town Archives will be approved on a case-by-case basis.
 - A Loan Agreement Form must be completed.
- Permissions for Commercial, Publication, Video, Broadcast or Use on the Web

- Permissions for the public use of images from the Lincoln Town Archives are given on a case-by-case basis.
- Please fill out a Permission to Publish application for the public use of images.
- The Lincoln Town Archives respectfully requests that the researcher provide a credit line in his/her publication (“Courtesy of Lincoln Town Archives, Lincoln, MA”) and a copy of published/broadcasted research for the collections.

Copyright

- Some materials may not be duplicated in any form due to donor restrictions and copyright; therefore, please ask the Archivist / Librarian if you would like to photocopy, photograph, or scan materials. Researchers are responsible for understanding and observing copyright law.
- The copyright law of the United States, Title 17, U.S. Code, governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of the specified conditions is that the photocopy or reproduction of copyrighted material is not to be "used for any purpose other than private study, scholarship, or research" (17 U.S.C. § 108). Transmission or reproduction of materials protected by copyright beyond that allowed by fair use requires the written permission of the copyright owners. Works not in the public domain cannot be commercially exploited without permission of the copyright owner. Responsibility for any use rests exclusively with the user.

Rev. 4/2014

Photocopying / Reproduction Form

This form is for persons requesting the photocopying and/or reproduction (e.g. scanning, photography) of materials from the Lincoln Town Archives.

Name: _____
Address: _____ Phone: _____
_____ Fax: _____ E-mail: _____

Finding Aid # / Description:	Requested Action: (Specify: photocopy, scan, size, etc.)	Number of copies:

Fees and Conditions:

- Pre-Payment Required. Researcher responsible for selected vendor/service fees. Photocopies - 25 cents per page (B&W)

Photo reproduction, High-Resolution Scanning, & Other Requests – \$25 and up.

- Staff reserves the right to limit the quantity of copies.
- Reproductions are for personal use only.
- Provision of copies does not constitute permission to print or otherwise distribute

the images or text. (For print, broadcast, or distribution purposes, please fill out a Permission to Publish Form.)

- Some materials may not be duplicated in any form due to donor restrictions and copyright;

Researchers are responsible for understanding and observing copyright law.

I have read and agree to the conditions stated above:

Signature: _____ Date: _____

Appendix C
Archives Policies – Winchester, MA

WINCHESTER ARCHIVAL CENTER

Collection Policy

The collections of the Winchester Archival Center were begun by the Winchester Historical & Genealogical Society in 1884 and have grown over time. Winchester. The current Winchester Historical Society maintains the collections of objects and artifacts while the Winchester Archival Center preserves paper materials. The Archival Center is an office within Winchester Town Hall and is overseen by the Archives Advisory Committee, a group of three appointed citizens. A Reference Archivist maintains open hours and provides research assistance.

The purpose of the Winchester Archival Center is to document all aspects of Winchester history and the lives of its residents and make its materials available to the public. The Center collects and preserves historical records and maintains a collection of print materials and reference books for the use of Town of Winchester boards, committees, and staff, students, resident and visiting scholars, local organizations, and the general public.

Center staff and volunteers facilitate public access to the information contained within the collections, including organizing and cataloging its collections so they are available electronically through the Center's database.

Historical records which the Archival Center holds include paper records, manuscripts, photographs, and maps dating from the incorporation of the Town (1850) to the present. The Center also keeps a collection of print materials and reference works that also document Winchester history and culture. Subjects of particular interest are architecture, family history, biography, social and cultural activities, and organizations.

Donated materials which the Archival Center accepts include paper materials and oral histories on audio tapes. It may accept videos on CD or DVD but does not normally accept videotapes or film, although a tape or film of exceptional interest may be accepted.

Materials may be acquired by gift, bequest, purchase, or any other transaction that passes title of the materials to the Center. Donors are asked to sign a donation form transferring rights to the materials to the Center. The Archives Advisory Committee approves accessions.

The Center works cooperatively with the Winchester Historical Society, Winchester Public Library, Town Clerk, Winchester Historical Commission, and other community groups to gather and preserve the history of the community.

Materials may be deaccessioned due to irrelevance, lack of space, duplication, or irreparable condition. This will be done only with the approval of the Archives Advisory Committee. The Archival Center's collections are non-circulating. However, it is within the purview of the Archival Advisory Committee to loan any of its materials for display on condition that the borrowing agency have a written agreement with the Committee covering the length and conditions of the loan and care of the materials while on loan. Any violation of this agreement would be grounds for terminating the agreement. The Archival Center may accept the loan of materials from individuals or organizations for copying, scanning, or display, according to terms agreed upon between the owner and the Committee.



WINCHESTER ARCHIVAL CENTER

TOWN HALL

WINCHESTER, MASSACHUSETTS 01890

REQUEST FOR PHOTOGRAPHIC REPRODUCTIONS

Name (Printed): _____
Organization: _____
Street: _____
City/State/Zip: _____
E-mail: _____

Images: (attach separate page if necessary) _____
DPI (for scans) _____
File format* _____

Purpose (state name of publisher and/or publication, if applicable)

Permission may be granted for copies of the above-named images under the following conditions:

1. Payment in full, by check made payable to the Town of Winchester, must be submitted with the order. If fees are waived, a copy of any printed materials using the image(s) must be lodged with the Archival Center.
2. Archival Center personnel will make the arrangements to reproduce images. *Electronic files will be JPEGs unless otherwise specified.
3. Permission for reproduction is given for personal or one-time use only and only for the purpose stated above. No image is to be copied, distributed, sold for profit, published, posted, or put to any use other than as stated above except with additional written permission.
4. Photographs must be identified with any the titles/captions provided or approved by the Winchester Archival Center.

5. The following credit line must be used for all publications and exhibits: "Courtesy of the Winchester Massachusetts Archival Center." In local publications, the word "Massachusetts" may be omitted.

6. Permission is limited to those rights held by the Archival Center, and the applicant is responsible for obtaining any further required permissions.

I agree to the conditions listed above:

(Signature of patron)

Date: _____

Approved by: _____

For the Archival Center

Date: _____

FEE: \$ 10 for a 400 dpi file

Received by: _____



A RECORD OF THE DONATION OF MATERIALS
TO THE ARCHIVAL CENTER
TOWN OF WINCHESTER, MASSACHUSETTS

Thank you for your donation of historical materials to the Winchester Archival Center. These materials will supplement our documentation of the history of the town for the benefit of future generations. Please note the following terms and conditions:

1. The materials identified below are hereby donated as a gift to the Archival Center of the Town of Winchester and its successors and assigns permanently and forever. It is understood that the gift will be cared for in a manner that will provide for its physical preservation insofar as it is practical and economically feasible to do so. The gift will be housed in the Archival Center and will be made available to properly qualified researchers under the supervision of authorized archives personnel. If at a future date the entire gift or parts thereof may be determined to be inappropriate to the archival collections, the item(s) so determined shall be used in a fashion to further the study of the history of the Town or deaccessioned with appropriate dignity and respect.

2. By offering this gift to the Archival Center, the donor warrants that he/she is authorized to make the donation, that all rights of previous ownership and control, including all copyright held by the donor, are hereby relinquished, and that the donation is free and clear of any associated fees, charges, or commissions.

[PLEASE PRINT]

Gift donated by: _____

ADDRESS _____

Restrictions (if any) _____

Description of donation _____

DONOR SIGNATURE

RECEIVED BY

For the Archival Center

Date: _____

Date: _____

Appendix X

Sample Agreements - Massachusetts

The following sample agreement is from the Lincoln Town Archives, 2008.

Lincoln Town Archives

Memorandum of Understanding between the Office of Town Clerk and the Library Trustees

- 1) In recognition of their mutual roles as stewards of history and disseminators of information, the Office of the Town Clerk and the Library Trustees (the “parties”) jointly embarked, in 2007, on a project to re-vivify the Town Archives by (1) refurbishing the Library Vault to meet capacity, access, security and environmental standards and by (2) providing on-going paid professional support to the Archives function.
- 2) This document reflects the parties’ intentions as to the governance and operation of this renewed and expanded Town Archives.
- 3) The Town Archives represents a collaboration between the Library and the Town Clerk’s Office which seeks to better coordinate and enhance the archival functions of both town departments in respect to the collection, maintenance and preservation, and public access to town records. Such policies as constitute the **governance** of the Town Archives will be as determined and adopted by the Trustees and the Town Clerk, meeting in special session of the Trustees called for this purpose. A fall session will address the work plan and proposed operating budget for the ensuing fiscal year.
- 4) An advisory panel, called the **Town Archives Advisory Council**, will be jointly appointed by the Town Clerk and the Library Director. It will include designees of the Lincoln Historical Society, Minute Man National Historical Park, the Lincoln Historical Commission, the Town Historian, the Friends of Modern Architecture, the Thoreau Institute, the First Parish, the Cemetery Commission, the Lincoln Minute Men and three at-large members. Organizational designees will serve at the pleasure of their organization; other members will serve indefinitely, although subject to dismissal for cause. The Town Clerk and the Library Director or their designees will serve ex officio as Co-chairs of the Council. The Town Archives Advisory Council will meet twice yearly.
- 5) The daily **operation** of the Town Archives will continue under the immediate supervision of the Library Director and the Town Clerk.
- 6) Personnel and non-personnel expenses for this function, denominated as Town Archives, will appear, effective as of FY2015, as an independent cost center within the General Government section of the Town’s annual operating budget. Town Archives personnel will be hired jointly by the Library Director and the Town Clerk, consistent with the personnel standards and practices of both departments.
- 7) An annual work plan will form the basis for each year’s Town Archives operating budget request.
- 8) This Memorandum will be renewed, subject to the parties’ agreement, every three years.

Jacquelin Apsler, Chair

Library Trustees

Susan F. Brooks

Town Clerk

Date: _____

Appendix D

Shared Archival Facility Agreements

The following agreements are between larger archival institutions that include public/public and public/private shared arrangements. They illustrate the variety of issues to be considered when planning a shared archival facility, including ownership and custody, access, research and reproduction policies, and operations.

**AGREEMENT BETWEEN
THE ROOT CELLAR – SACRAMENTO GENEALOGICAL SOCIETY
AND
SECRETARY OF STATE - CALIFORNIA STATE ARCHIVES**

1. Purpose: Root Cellar – Sacramento Genealogical Society (RCSGS) agreed in March 1995 to place at the Secretary of State and State Archives Building Complex in the California State Archives a collection of genealogical books and other library materials owned by their organization and maintain and facilitate access to this collection to all members of the public conducting research at the State Archives on an equal basis.
2. Responsibilities of the California Secretary of State: The Secretary of State, hereinafter referred to as the State, will provide adequate space within the State Archives for the collection to be housed and used. The State recognizes that the RCSGS collection is growing, but the space in the State Archives is limited. Subject to space availability, limited quantities of RCSGS materials may be stored in State Archives stack areas on a temporary basis not to exceed six months. The RCSGS collection is estimated to grow no more than 6 linear feet per year. State is not obligated to provide space for any part of the collection that exceeds such growth. Security for the RCSGS will be maintained at the same general level as security for State Archives collections that are housed in the Research Room. The State assumes no responsibility for loss or damage to the RCSGS collection.

The State Archives web page will include a link to the RCSGS web site.

3. Responsibilities of the Root Cellar – Sacramento Genealogical Society: RCSGS will provide the shelving required to house its collection. RCSGS volunteers agree to assist the public in genealogical research at State Archives and in educating the public about genealogy in general. RCSGS agrees to assist State Archives staff in responding to genealogy requests. The RCSGS will maintain a current card catalog of its collection and will catalog its own collections. RCSGS users or volunteers will re-shelve materials used other than those retrieved from State Archives stacks. RCSGS members and volunteers working or doing research at State Archives shall have the same rights and responsibility as all other members of the public conducting research, except as specified herein.

The RCSGS web site will include that the RCSGS Library is located at the CSA and will include a link to the CSA "Family History Resources" web page.

4. Photocopying equipment and responsibilities: The RCSGS has placed a photocopy machine in the Family History Room, the space next to the Research Room which houses the RCSGS library collection. This photocopier is owned and maintained by RCSGS with funds collected going directly to RCSGS. Only RCSGS library materials may be copied on this equipment. RCSGS staff is responsible for equipment maintenance including changing toner, adding paper, clearing paper jams, etc. RCSGS has a maintenance agreement and will contact the vendor if the machine requires repair. State Archives staff are responsible for turning the equipment on and off as part of routine opening and closing activities. State Archives is unable to provide change for the copier.
5. Ownership of books, materials, shelving, equipment and supplies: Books and other library material in the RCSGS collection as well as supplies and equipment obtained by the RCSGS shall remain the property of the RCSGS. Shelving furnished by the RCSGS will remain the property of the RCSGS even if fixed to the wall for safety reasons. Shelving furnished by State

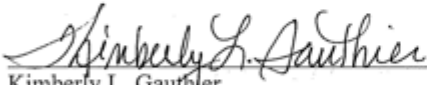
shall remain the property of the State. The RCSGS collection will not be moved to another location without approval of both parties concerned. The RCSGS may remove only library materials, shelving, supplies, and equipment belonging to the RCSGS. The RCSGS will purchase books and other library materials for its collection.

6. Use of Space: All use of the space within the State Archives, shall be done so in accordance with requirements of use of the Complex imposed by the Department of General Services, Building Occupancy Policy attached as Exhibit A,
7. Reports: The RCSGS agrees to provide annual financial statements to State Archives, as well as documents detailing its current status as a charitable trust, corporation, or other tax category, and evidence of insurance coverage. State Archives is obligated to pay no money to the RCSGS for use of the collection or for volunteer services rendered to State Archives by the RCSGS.
8. Liability: The State has no liability for activities undertaken by or any injury to, RCSGS members who are engaged solely in RCSGS business and the State will not indemnify RCSGS. RCSGS agrees to carry liability insurance in the amounts as identified on Exhibit B.
9. Complete Agreement: The parties agree that this agreement constitutes the entire agreement and that the following exhibits to this agreement are hereby incorporated by reference and made a part hereof by this agreement:

Exhibit A – Department of General Services Building Occupancy Policy

Exhibit B – Insurance Requirements

10. Governing Law: This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.
11. Assignment: This agreement shall not be assignable without the agreement of the parties. Nothing in this agreement shall be deemed to confer the status of agent on either party, and neither party shall have the power to bind the other by reason of this agreement.
12. Duration of the Agreement: This agreement between the Archives and the RCSGS will be in force for a term of five years, January 1, 2016 to December 31, 2020, and subject to renewal. Modifications to this agreement may be made in writing by mutual agreement of both parties. Either party may cancel this agreement upon ninety days written notice to the other party and shall vacate the premise within the 90 days.


Kimberly L. Gauthier,
Deputy Secretary of State – Operations & Counsel

March 11, 2016
Date


Richard L. Hamoon
President, Root-Cellar- Sacramento Genealogical Society

Mar. 4, 2016
Date

THIS AGREEMENT made in triplicate the day of , 2011

BETWEEN:

THE CITY OF OTTAWA

hereinafter called the "City"

AND

PARTNER ORGANIZATION

hereinafter called the "Partner"

WHEREAS the City has, as part of its overall civic administration, its own archives known as "The City of Ottawa Archives" hereinafter referred to as the "Archives", administered by an officer designated as "City Archivist";

AND WHEREAS the Partner has requested the Archives to provide space and public access to the materials of its library, hereinafter referred to as the "materials", in or adjacent to the space occupied and maintained by the Archives currently located 100 Tallwood Drive;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and subject to the terms and conditions hereinafter set out, the City and the Partner agree as follows:

1. The Archives will provide space for, and public access to, the materials belonging to the Partner in a suitable library and reference area of the Archives on a long-term loan (deposit) basis.
2. The Partner will provide up to 30 hours per week of volunteer help at the Reference Desk.
3. The Partner will assume all costs associated with the removal from the Archives of the materials, including costs of packing, physical removal and transfer and unpacking, in the event of the termination of this agreement.
4. The Archives will provide shelving, tables and chairs in a library and public reference area, and a workstation, if required, adjacent to the library and reference area for the use of the Partner's library personnel.
5. The materials (except those requiring climate controlled storage) will be available in the library and reference area of the Archives, where the public and City staff will have access to them for consultation, viewing, reading or reference in the library and reference area during regular operating hours of the Archives.
6. The marking and numbering of materials will be done by the Partner's Librarian in a manner agreed to be acceptable by the Partner and the City Archivist.
7. The Partner will maintain a library cataloguing system for the materials taking into consideration the special nature of the Partner and its materials, and, at the discretion of the

City Archivist, the Archives may take such measures as professionally acceptable for the creation, development and maintenance of a master index catalogue.

8. The Archives shall preserve the materials in accordance with the normal methods of preservation in effect for such items, but the Archives shall not be responsible for destruction or loss arising from degeneration or aging, or arising out of fire, flood, misplacement, theft, wrongful use or vandalism.

9. Repairs to the materials will be undertaken, where practicable, at the discretion of the City Archivist.

10. By mutual agreement of the Partner Librarian and City Archivist, the materials from the Partner may be removed temporarily from the Archives;

(a) by specifically authorized members of the Partner after reasonable notice of withdrawal has been given to the City Archivist; or,

(b) by the staff of the Archives.

11. The materials may be reproduced for purposes of study at the discretion of the City Archivist; but for any other purpose, including publication, the written consent of the Partner must be obtained; the Partner expressly disclaims that it has any authority to release copyright in the materials other than its own publications.

12. Limited additions may be made to the materials by the Partner but every effort must be made to avoid duplication of materials already in the Archives collection or in the collections of any other Partner.

13. The Archives reserves the right to require ninety (90) days notice of any additions requiring additional space and if there is a shortage of space, the City Archivist may refuse to accept additional materials after every effort has been made to locate additional space.

14. Where practicable, the Archives will supply any audio-visual equipment that is necessary to view the materials.

15. Where practicable, meeting space will be provided in the Archives meeting room at no charge, for Directors and/or Officers of the Partner and, from time to time, for other persons who belong to or are authorized by the Partner.

16. The Archives will provide temperature and humidity-controlled storage for the Partner's negatives and other film items and access will be provided by Archives staff at all times the Archives is open.

17. The Partner, its employees, volunteers and agents shall indemnify and save harmless the City from any and all claims, demands causes of action, loss, costs or damages that the City may suffer, incur or be liable for, resulting from the performance of the Partner as set out in the Agreement, save and except damages, claims, demands, actions or causes of action arising out of or as a result of the actions of the City.

18. Reference Room and library volunteers will have free access to the parking lot. The Partner will provide the names of these volunteers to the City. Partner volunteers requiring access to restricted areas necessary for the performance of their duties will be issued City Volunteer photo identification cards.

19. Subject to Section 20, this agreement and any amendments thereto shall continue in effect for a period of ten (10) years. This Agreement will be renewed automatically, in the absence of notice of termination by either party, for a term or terms of ten (10) years.

20. This agreement may be terminated prior to its expiry date by either party, upon giving at least one hundred eighty (180) days written notice of such termination.

21. The Partner shall comply with all rules and regulations, policies and procedures of the City, including the Municipal Alcohol Policy, all City By-laws including but not limited to the Smoking By-law and Noise By-law, and, all standards including but not limited to volunteer and employee screening and Occupational Health and Safety Act requirements. In carrying out the activities that are described in this agreement, the Partner shall ensure that it implements such measures, policies, practices or other requirements of any and all accessibility standards to which the Partner may be subject under the *Accessibility for Ontarians With Disabilities Act*, 2005, S.O. 2005, Chapter 11, and its regulations.

22. The Partner shall provide and maintain during the term of the agreement:

(a) Comprehensive General Liability insurance subject to limits of not less than \$1,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall be in the name of the Partner and shall name the City of Ottawa as an additional insured thereunder,

(b) Broad Form Property insurance coverage to the replacement value of library assets located in the archives and owned by the Partner.

IN WITNESS WHEREOF the parties named herein have caused this Agreement to be executed by the City of Ottawa under the hand of the Commissioner of Community Services and the President of the Partner, hereunto by affixing its corporate seal and attested to by the hands of the proper signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

THE CITY OF OTTAWA

Original signed by
City Archivist

PARTNER ORGANIZATION

Original signed by
PRESIDENT

ARCHIVES MANAGEMENT AGREEMENT

This Agreement is made this first day of March, 2008 (hereinafter referred to as "Effective Date") by and between the California Province of the Society of Jesus, a California non-profit corporation (hereinafter referred to as the "Province"), having its principal office at 300 College Avenue, Los Gatos, California 95031-0519, and the President and Board of Trustees of Santa Clara College, a California non-profit corporation (hereinafter referred to as "SCU"), having its principal office at 500 El Camino Real, Santa Clara, California 95053.

WHEREAS, the Province is the owner of a collection of valuable and irreplaceable manuscripts, correspondence, records, photographs, audiovisual materials, books and other items which are considered the Province's "Historical Archives" (hereinafter referred to as "Province Archives" - Province Archives includes materials which over time will be added to the Province's Historical Archives) as defined in "Practical Proposals Regarding Archives of Provinces, Houses and Apostolic Works" sent to all Major Superiors by Superior General Peter-Hans Kolvenbach, S.J. on October 18, 2003; and

WHEREAS, the Province desires and agrees that the Province Archives be housed at SCU in order to protect and to preserve the Province Archives and to make the Province Archives accessible to scholars in an academic setting; and

WHEREAS, SCU desires to cooperate with the Province and assist the Province in its desires subject to the terms and conditions hereof:

NOW, THEREFORE, in consideration of the mutual promises of each of the parties, they agree as follows:

1. Term and Termination - The term of this Agreement shall be three (3) years commencing on the Effective Date. This Agreement shall automatically renew for additional three year terms so long as it has not been terminated as provided for herein.

Either party may terminate the Agreement prior to or at the end of its initial term, or prior to or at the end of any renewal term, by notifying the other party of its intent to terminate the Agreement not less than nine (9) months prior to the effective date of termination. The effective date of termination shall be set forth in said notice.

All costs incurred by the parties in preparing, supervising and accomplishing the relocation of the Province Archives to alternative locations designated by the Province in the event of termination of this Agreement shall be fully paid by the Province. If the Province fails to designate the alternative locations within six (6) months of the notification of termination, the University Librarian may so designate the alternative locations. All unpaid charges and costs incurred by SCU in connection with this Agreement up to and including the date of physical removal of the Province Archives from SCU shall be paid by the Province.

2. Transfer and Relocation of Province Archives - The Province shall pay all costs of transferring and relocating to SCU the Province Archives, including without limitation, the cost of preparing the Province Archives for relocation, the cost of transit and insurance covering fire, theft and property damage which shall be in an amount to be determined by the Province. The Province shall prepare the Province Archive material by placing it in containers consistent with accepted professional standards such as acid free archival containers, inspecting and accurately labeling the material placed in to said containers and specifying and indexing the categories of the material in the Province Archives. The Province shall use best efforts to segregate for transferring to SCU only material that is defined herein as "Province Archives." As additional materials become Province Archives, those materials will be handled and transported in the method and manner set forth herein. SCU agrees that it shall cause the Province Archives to be located in a fire resistant and climate controlled library facility in the Archives and Special Collections area of the Learning Commons, Technology Center and Library (hereinafter referred to as "Library") currently being constructed at SCU (said location to be designated by the University Librarian). SCU may temporarily place some or all of the Province Archive material in other Library locations pending its relocation in the designated area.

3. Identification - The Province Archives shall be identified as the "Province Archives of the California Province of the Society of Jesus." SCU acknowledges that the Province is the owner of the Province Archives. All publicity involving the exhibition and publication of the Province Archives will clearly identify the material as belonging to the Province.

4. Province Archivist - The Province shall provide to SCU, at the sole expense of the Province, an archivist (hereinafter referred to as the "Province Archivist"), whose responsibilities shall include organizing, categorizing, maintaining, and providing assistance in the use of the Province Archives in a manner consistent with prevailing SCU archival standards, and acting as liaison with SCU staff including the University Archivist and the University Librarian.

The Province Archivist shall be an employee of the Province. SCU has the right to approve the Province Archivist which approval shall not be unreasonably withheld. The Province is solely responsible for providing the compensation to the Province Archivist including without limitation all benefits required by law. The Province will defend, indemnify and hold harmless SCU from any claims, loss or liability arising out of or in any way connected with the Province's failure to provide the compensation and benefits referenced herein and/or arising out of or in any way connected with the negligence, omissions or intentional acts of any employee of the Province assigned to or working in the archives. The Socius to the Provincial shall be the Custodian of Records of the Province Archives for legal and litigation purposes.

5. Right to Inspect - The Province Provincial and his designated representative(s) have the right to inspect and to access the Province Archives during normal operating hours of the Archives and Special Collections area of the Library as set by the University Librarian. SCU shall report to the Province any damage or loss sustained by the Province Archives within twenty-four (24) hours of learning of such an occurrence.

6. Access - The collections comprising the Province Archives shall be made available to all members of SCU's faculty, staff and students, to faculty and students of other colleges and universities

and to other scholars and researchers as are determined by policies established for the use of research materials by the University Librarian subject to the restrictions designated by the Provincial. SCU agrees that access to materials designated as restricted by the Province shall be limited to the University Archivist and Archivist staff and to those specifically designated by the Provincial.

7. Fees - In consideration of the facilities, equipment and services provided by SCU in connection herewith, the Province agrees to compensate SCU in accordance with the Schedule set forth on Exhibit 1.

8. Equipment and Services - SCU will provide non-exclusive office and workspace for the Province Archivist; said space shall be similar in size and type with space assigned to SCU personnel of equivalent qualifications and responsibilities. In addition, SCU will provide office equipment, computing equipment and supplies for the processing, care, maintenance and operation of the Province Archives. SCU will provide appropriate equipment including acid free folders and containers, shelving, and file cases for the storage of the Province Archives consistent with accepted professional standards.

SCU shall provide computing, data processing and related information technology services as required to develop and maintain machine-readable data files of the Province Archives holding records, inventories and finding aids. SCU shall also provide such financial or accounting services as may be required to accurately determine and report expenditures made by SCU on behalf of the Province relating to the maintenance, storage and operations of the Province Archives as contemplated by this Agreement. SCU shall provide maintenance, custodial and janitorial services as necessary to maintain the space and facilities furnished to the Province hereunder in accordance with SCU's standards for similar space and facilities.

9. Digitization - SCU may, at its cost and expense, digitize the Province Archives with the permission of the Province Archivist. SCU shall be permitted to keep a copy of all digitized Province Archive content.

10. Insurance - The Province shall procure and maintain, for the benefit of the Province, property insurance of an all-risk type form for the Province Archives. This coverage also shall extend to any Province owned furniture and equipment, if any, subsequently acquired and utilized for the care, preservation and operation of the Province Archives. Until such time the Province determines the value and amount of insurance to be placed upon the Province Archives, and the Province has made the necessary arrangements for and paid the premiums for such insurance, the Province acknowledges its own liability for the Archives and agrees to hold the University harmless from any uninsured claims. The Province shall name SCU as an additional insured on said policies. SCU agrees to furnish to the Province evidence that it has in force liability insurance with limits of at least \$1,000,000 per occurrence.

11. Indemnity/Limitation of Liability - The Province Archives shall be at the risk of the Province. As such, the Province agrees to hold SCU harmless from any and all claims relating to loss or damage to the Province Archives except those claims arising solely from the failure of SCU to exercise the degree of care consistent with professional library standards. Each party will indemnify, defend and hold the other party and its officers, trustees, employees and agents harmless from and

against any and all third party claims, suits, costs, expenses, losses, damages or liabilities (including those arising from injury or damage to persons or property) which the other party may incur or suffer as a result of or in connection with the intentional misconduct, omissions, or negligence of, or by, or on behalf of, the other party.

12. Assignment - Neither this Agreement nor the rights and responsibilities of the parties to the Agreement may be assigned or transferred to any other party without the prior written consent of both SCU and the Province.

13. Severability - In the event that one or more sections of this Agreement are found to be unlawful or unenforceable, that finding shall not affect the lawfulness or enforceability of any other section of the Agreement.


14. Governing Law and Venue - This Agreement shall be governed by and construed according to the laws of the State of California. The legal jurisdiction and venue for any legal proceeding arising from this Agreement shall be Santa Clara County, California.

15. Mediation - Any dispute hereunder shall be subject to mediation prior to the commencement of legal action. Mediation shall be conducted through JAMS in Santa Clara County, California.

16. Amendment - This Agreement may be extended and/or amended with the express written consent of SCU and the Province.

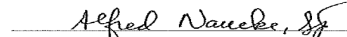
Executed as of the Effective Date.

For Santa Clara University:


University Librarian

Dated 5/29/08

For the California Province of the
Society of Jesus:


Socio/ Acting Provincial

Dated 2/15/08

FEE SCHEDULE
(Exhibit 1)

The Province shall pay to SCU the following fees pursuant to Section 7 of the Agreement:

1. A one time \$1,200 fee to add a computer to the PC Replacement Program payable July 1, 2008.
2. A \$5,000 annual fee due on July 1 of each year of the Agreement.
3. If the contract is renewed after the initial term, the \$5,000 annual fee will increase at the rate of 3% per year each year during the renewal period.

\$5000	2008	FY09
\$5150	2009	FY10
\$5304.50	2010	FY11
\$5463.64	2011	FY12
\$5627.54	2012	FY13
\$5796.37	2013	FY14
\$5970.26	2014	FY15
\$6149.37		FY16

MEMORANDUM OF AGREEMENT

This Agreement (the “Agreement”), is entered into by and between the South Carolina Historical Society, a nonprofit organization organized and existing under the laws of South Carolina (the “Society”), and the College of Charleston, an educational institution and agency of the State of South Carolina (the “College”).

WHEREAS, the Society seeks to relocate a substantial portion of its collection, as defined in Exhibit A (the “Collection”), for the purpose of better fulfilling its mission “to expand, preserve, and make accessible our invaluable collection, and to encourage interest and pride in the rich history of our state”; and to provide adequate facilities for the protection of the collection, and to make it more accessible for research and study to its members, college students, and members of the public;

WHEREAS, the College seeks to enhance, add to, and improve the contents of the Marlene and Nathan Addlestone Library (the “Library”) collections and to provide facilities and resources for research for its students, for members of the Society, and for members of the public;

WHEREAS, the Society desires to obtain from the College, and the College desires to provide the Society, the use of certain designated space at the Library, appropriately renovated, to accommodate the placement of the Collection and related administrative, archival, and research activities for the purposes described herein (the “Collection Space”);

Whereas, the College and the Society are both committed to expanding physical and virtual access to their collections for the benefit of students, scholars, researchers and the public;

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Ownership of the Collection

The College and the Society agree that at all times during the term of this agreement and after its termination that the Collection shall at all times be and the same shall remain the sole and exclusive property of the Society without limitation.

2. The Space for Collections, Staff and Patrons

The College agrees to use its best efforts to provide, not later than August 30, 2015, sufficient space for the location of the Collection on the third floor of the Library for the permanent placement of the Collection during the term of this agreement. The Collection Space and other allocated space for the administration of the Collection, and space for research and study activities related to it is shown and specifically described in a drawing of the floor plan attached hereto as Exhibit B.

Such Collection Space shall be renovated by the College so that it is adequate, in the opinion of the College, for the location of the Collection; and for the use of the archival staff of the Society located in the Library; and for a shared reading room in which patrons may conduct research and study while using the Collection. The parties further agree that the College will, as necessary, during the term of this agreement, use all reasonable efforts to expand or otherwise arrange to expand, alter or adjust the space allocated by this agreement for the Collection at the Library to meet the mutual needs of the users of the space. This may include changes to accommodate the expanding size of the Collection and/or the archival staff.

Both parties recognize and accept that the renovation project and related use is subject to approval of the College's Board of Trustees and required State entities.

3. Separate Identity of the Society at the College

The Society will maintain its separate physical and virtual identity through a number of means including but not limited to

- Signage on the exterior and inside the Library
- Exhibit space highlighting the Society's collections

- Labeling each of the Society storage boxes
- Ownership of digital assets (catalog, webpages, Lowcountry Digital Library, etc.) created from or about the Society's unique holdings
- Naming the reading room in honor of the Society

All of this is subject to written approval by the College.

4. Security of the Collection

The College agrees that it will always, during the term of this agreement, maintain the collection in accordance with the best archival practices as defined by Society of American Archivists and the American Library Association.

These practices include taking reasonable measures to safeguard the Society's and the College's collections against damage or loss by theft, vandalism, water, fire, environmental deterioration, or any other natural occurrence or other cause.

The Society assumes all risk of damage to and/or loss of the Collection maintained in accordance with such best archival practices. The Society further agrees to hold the College harmless for any loss or damages to the Collection, except to the extent that any such losses or damage is caused by the College's material failure to implement and use archival best practices as defined by Society of American Archivists and the American Library Association.

5. Access to the Collection

Library patrons, students and members of the Society shall have unlimited access, subject only to reasonable control of the capacity of the available space, and use of the Collection during the normal business hours of the library's Special Collections. The Parties recognize that Special Collections schedule of operations may change from time to time, and that the College will notify the Society in advance of any planned changes, and will consult with the Society and reasonably address any concerns of the Society about the proposed changes in the operational schedule of the Library.

The College will provide the Society and its members the same electronic access to the Collection through an online database that it provides to its constituents. It will use all reasonable means to keep this database current and available. The electronic database will identify the Society as owner of the documents in the Collection.

6. Staffing

As part of the initial arrangement, the library will provide space (as designated on attached floor plan) for four Society staff members for processing collections, updating the database and assisting researchers and patrons. The parties further agree that the library and the Society will share the staffing of the research desk in the reading room to serve members of both institutions as well as researchers.

7. Managing and Processing Collections

The Society and the library will develop mutually agreeable operations manuals including collection development and policies and procedures based on best practices of the Society of American Archivists and the American Library Association. Both organizations will process new collections and reprocess existing collections according to the current best practices. In addition, both organizations may collaborate on processing and digital projects involving the collections and both parties will jointly seek external funding whenever feasible.

8. Digitization

The College and the Society will work cooperatively to digitize their collections and create online finding aids and digital exhibits for the Lowcountry Digital Library. The College will maintain the technical infrastructure for the Lowcountry Digital Library (including sufficient online storage) and will jointly support the creation and maintenance of digital collections, related online exhibits, and electronic finding aids.

9. Term of the Agreement

The term of this Agreement is twenty five (25) years commencing on the date of the execution of the Agreement; and it shall thereafter automatically extend and renew each year for an additional period of one year, subject to the rights of termination as set forth below. The parties may amend this Agreement in writing at any time, subject to authorized signatures from the Society and the College.

10. Termination

The parties agree that each will use its best efforts to complete their respective obligations under the terms of this Agreement as soon as possible; and the parties agree that the relocation of the Collection in accordance with the terms of this agreement shall be completed by December 31, 2015, and that either party shall have the right to declare this agreement terminated and be null and void if the substantive completion of the relocation of the Collection has not been achieved in good faith by such date.

Either party shall have the right to terminate this Agreement without cause by providing written notice to the other party of its intent to terminate this Agreement on a date not earlier than five years following the date of such notice. This Agreement may be terminated by either party for cause at any time if the other party violates or fails to perform any of its material obligations under this Agreement. Notice of termination shall be provided by certified mail, return receipt requested to the other party. In the event either party elects to terminate this Agreement, the parties agree to work cooperatively to assure that a reasonable transition plan is developed and implemented, and the parties agree to work together in a good faith enduring any such transition period. Notice shall be made to the official office noted below:

South Carolina Historical Society
Fireproof Building
100 Meeting Street
Charleston, South Carolina 29401
Attention: Executive Director

College of Charleston
Charleston, South Carolina 29424
Attention: Provost

**Memorandum of Understanding
Operations of the
Research Center,
Utah State Archives and Utah Division of State History**

**Period of Agreement:
July 1, 2014 to June 30, 2015**

The Utah State Archives and Records Service ("State Archives"), at 346 S. Rio Grande, SLC, UT, and the Division of State History ("State History"), at 300 S. Rio Grande, SLC, UT, agree to the joint operation of the Research Center. This memorandum of understanding states the agreement between the two divisions on the operations and financial support of the Center.

The Center's space is located in the Rio Grande Depot building, 300 S. Rio Grande, SLC, UT, and will be managed jointly by State Archives and State History. The Research Center includes the space occupied by the research area, its ancillary rooms, and the hallway between the Research Center and the State Archives building.

Operations


The Center will be managed by two lead workers, one from State Archives and one from State History. They will supervise the staff and provide professional services to Research Center patrons. Any policies and procedures for combined operations require approval of both agency division directors. However, each agency will separate staffing functions that clearly belong to one division or the other. Each division may also develop specific procedures unique to its own division mission and responsibilities.

The research hours of the Research Center are Monday through Friday, from 9:00 a.m. to 4:00 p.m. Each division shall have staff working in the research center during the established research hours. Staff members from each division will be responsible for pulling and refiling materials from their respective collections.

Financial Support

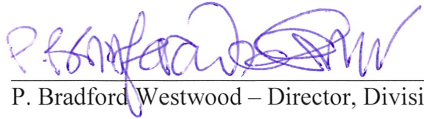
The Center will have its own account administered through State History. Research Center operating costs, excluding expenditures for personnel service, staff computers, and non-applicable DTS charges, will be paid through this account. Allowable expenses include consumable supplies, applicable maintenance agreements, and equipment repairs. Revenue will be generated from mailing charges, copying from the photocopiers, and copying records and documents into paper and electronic formats from microfilm printer/scanners. All charges will be determined by legislatively approved rates and fees. Each division will designate appropriate staff to co-manage the account. Expenditures of the Research Center shall not exceed the revenue without prior approval from both division directors.

Either party may terminate the agreement. This agreement is to be reviewed and renewed annually at the end of each fiscal year.



Patricia Smith-Mansfield – Director, Utah State Archives

10/21/14
Date



P. Bradford Westwood – Director, Division of State History

Oct 20, 2014
Date

