

United States Department of the Interior
NATIONAL PARK SERVICE

*Your valued gift
of*

has been received and is gratefully acknowledged.

Respectfully yours,

_____ 20 _____

To _____

Figure 2.5. Gift Acknowledgment Certificate

U.S. Department of the Interior
NATIONAL PARK SERVICE

Ownership Statement

I/we, _____ (print name), do hereby represent, warrant, certify, and guarantee the following information to be true and correct:

1. I/we am the (*check one*)
____ owner
____ authorized agent for the owner
of the object described in the _____ (purchase document) dated _____.
2. [*For authorized agents only*] I am fully authorized by the owner of the object to enter into this transaction and to execute the warranties and representations herein.
3. The object is authentic and of the period indicated on the _____ (purchase document).
4. I acquired the object from _____

5. If origin is not USA, the object was legally exported from its country of origin. The object has been legally exported from and imported into all countries through which it has passed.
6. No customs, tax, patrimony or other laws or regulations applicable to the object, its sale, export, or import have been broken.
7. There are no liens or other encumbrances of any kind whatsoever against the object or title to them.
8. I/we certify that I/we hold free and clear title to the object and I/we may dispose of it in any manner that I/we may determine.

Signature: _____ Date: _____

Signature: _____ Date: _____

Address: _____

Figure 2.6. Ownership Statement (Sample)

U.S. Department of the Interior
NATIONAL PARK SERVICE

Transfer of Copyright Statement

I/we, _____ (print name), do hereby represent, warrant, certify, and guarantee the following information to be true and correct.

I/we certify that I/we hold free and clear right, title, and interest in the copyright in the material described in the _____ (name of document) dated _____ and that I/we may dispose of it in any manner that I/we may determine.

I/we transfer the copyright for the material to the National Park Service.

Signature: _____ Date: _____

Signature: _____ Date: _____

Address: _____

Figure 2.7. Transfer of Copyright Statement (Sample)

Exchange Agreement

In accordance with the authority granted to the Secretary of the Interior by the Museum Act of 1955 (16 USC, Sect. 18 [f]), and in consideration of the mutual promises set forth in this Agreement, the National Park Service and _____ (other party) enter into this agreement for the exchange of museum objects.

1. _____ (NPS Unit) hereby becomes the owner of the objects listed on the first attached inventory (Attachment 1 of this Agreement). _____ (other party) hereby becomes the owner of the objects listed on the second attached inventory (Attachment 2 of this Agreement).
2. _____ (other party) represents and warrants that he/she/they will possess clear title, free of all liens, claims, and encumbrances of any kind, to the objects listed in Attachment 1 at the time the exchange takes place. If at the time the exchange is to occur _____ (other party) is unable to present the objects listed on Attachment 1 and proof of ownership for the said objects he/she/they is/are exchanging, the National Park Service is under no obligation to complete the exchange.
3. _____ (other party) represents and warrants that the objects listed on Attachment 1 were secured in compliance with all applicable International, Federal and State laws. Documentation evidencing the source of acquisition of the objects listed on Attachment 1 will be attached to this Agreement at the time the exchange takes place (Attachment 3).
4. _____ (other party) represents and warrants that the objects listed in Attachment 1 have been authenticated and appraised in writing, at market value, by at least one objective appraiser within six months previous to the date of this agreement. Copies of the appraisals for the NPS and non-NPS items are attached to this Agreement (Attachment 4).
5. _____ (other party) represents and warrants that he/she/they is/are the sole owner(s) of all rights in the objects listed on Attachment 1. _____ (other party) hereby assigns in _____ (NPS unit) all of _____ (other party) common law and statutory copyrights to the objects listed in Attachment 1. _____ (other party) agrees to indemnify _____ (NPS unit) against any claims, damages, losses, or expenses of any kind that _____ (NPS unit) may suffer as a result of any infringement or alleged infringement of the copyrights to _____ (NPS unit).
6. Title to the objects exchanged under this agreement shall pass when the objects have been delivered pursuant to the terms of this Agreement and the parties have inspected the objects and found them to be in a satisfactory condition and are as represented in this Agreement. Inspections of the objects shall occur on the date of delivery.
7. As provided by 41 U.S.C. §§ 22, no member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
8. No NPS employee or members of a NPS employee's immediate family shall be admitted to any share or part of this Agreement or to any benefits that may arise therefrom.
9. The exchange of all firearms must be in compliance with all state and local law enforcement regulations related to the acquisition of firearms. Upon consummation of this Agreement, the National Park Service shall not be liable for any action related to the use of firearms described within the Agreement.
10. The National Park Service will pay all costs of transporting and insuring the objects listed on Attachment 2 to _____ (address).

Figure 2.8a. Exchange Agreement (Sample)

Exchange Agreement (Continued)

11. The parties agree that the physical transfer of all objects covered by this Agreement will occur on or before _____ (date) and that time is of the essence to this Agreement. If _____ (other party) fails to deliver the objects listed on Attachment 1 to the agreed-upon place of delivery by the date given in this paragraph, the National Park Service may, at its option, terminate this Agreement, recover any objects which it may have delivered pursuant to this Agreement and sue for damages for undue delay of the performance of this Agreement or for specific performance of this Agreement. _____ (NPS unit) remedies hereunder are not exclusive and _____ (NPS unit) retains the right to pursue any and all legal remedies available to it for the breach of this Agreement.
12. Catalog information on all NPS objects incorporated under this Agreement is included by reference to the NPS catalog number listed on Attachment 2.

For the NATIONAL PARK SERVICE (Receiving):

Recommended: _____
(Park Curator) (Date)

Approved: _____
(Superintendent) (Date)

For the other PARTY

Name: _____

Approved: _____
(Date)

Approved: _____
(Date)

Address: _____

Telephone: _____ FAX: _____

Figure 2.8b. Exchange Agreement (Continued) (Sample)

DI-104
(Rev. 6/88)

UNITED STATES DEPARTMENT OF THE INTERIOR TRANSFER OF PROPERTY		Page ____ of ____		
		Report No.		
		Date		
Transfer From: (Organization and Complete Address)		Transfer To: (Organization and Complete Address)		
Appropriation and Accounting Data:				
ITEM NO.	QUANTITY OR PROPERTY ID NO.	ITEM DESCRIPTION <i>(Include model & serial number)</i>	ORIGINAL ACQUISITION COST (OAC)	CONDITION CODE

SHIPPING AND RECEIVING INFORMATION			
Date Shipped:		Date Received:	
Authorized Signature:		Authorized Signature:	
Official Title:		Official Title:	
Adjustment to property records (Property Official Signature):	Date Completed	Financial Official Signature (if Required):	Date Completed

U.S. Government Printing Office 1988 673-017/96039

Figure 2.9. Transfer of Property (DI-104)

INSTRUCTIONS FOR INCOMING LOAN AGREEMENT

Accession Number	Enter the accession number for the loan. Example: PARK-55
Borrower	Enter the name of the park.
Borrower Address	Enter the park's street/box, city, state, zip code, telephone number, and FAX number.
Superintendent	Enter the name of the superintendent or center chief, for authorization and contact purposes.
Borrower Shipping Address	Enter the shipping address of the park, if it is different from the mailing address.
Lender	Enter the name of the lender (for example, University of Arizona). Indicate whether the lender is a NPS unit or non-NPS.
Lender (Department)	Enter the department or division of the lending institution (for example, Department of Anthropology), where applicable.
Lender Address	Enter the street/box, city, state, zip code, country (if outside USA), telephone number and FAX number.
Responsible Official (Lending Institution)	Enter the name and title of the responsible individual (or agent) of the lending institution (for example, G. A. Lindsay, Director), if applicable.
Lender Shipping Address	Enter the shipping address of the lender, if it is different from the mailing address.
Purpose of Loan	Indicate the purpose of the loan (exhibit, study, collections management, storage, or other). If other, explain.
Credit Line	Record the credit line as it is to appear in exhibit graphics, publications, or other media.
Objects in Loan	List the objects in the loan. Include the object name, item count or quantification, description, condition, and insurance value (if appropriate). For loans involving several objects, attach an inventory or a computer-generated list.
Initiation Date	Record the date on which the agreement is to go into effect.
Termination Date	Enter the termination date of the loan. Loans to repositories cannot exceed ten years. All other loans cannot exceed three years.
Insurance	Indicate whether the insurance will be waived or carried by the lender or borrower. Enter the name of the insurance company and the policy number. Refer to Chapter 4 of this handbook for information on insurance.
Packing and Shipping	Indicate who will be responsible for packing the objects. Provide information on the method of shipping for sending and returning the loan. If a shipping company is used, include the name, address, and phone number. Indicate who will be responsible for shipping charges.
Loan Conditions	Indicate whether a facilities report is required. Include any other additional conditions. Attach a copy of the Conditions for Incoming Loans (Form 10-98a Rev.).
Signature and Date Lines	Enter the name of the superintendent and the lender. Both parties must sign and date the agreement. The repository chief or institution director must sign the agreement for repository loans.
Return Status (Partial or Complete)	Indicate whether the entire loan has been returned. If part of the loan has been returned, enter date of return for each object returned.
Extension Information	For extended loans, enter the new termination date.
Return Signature	Enter the name of the lender. The lender must sign and date the agreement when the entire loan is returned.
Sending and Returning the Loan Agreement	The superintendent signs two copies of the loan agreement and sends them to the lender. The lender signs and returns one copy to the park and keeps the other signed copy. On return of the entire loan, the lender signs and dates the agreement and sends a copy to the borrower.

Figure 2.10. Instructions for Completing and Sending the Incoming Loan Agreement

US Department of the Interior
National Park Service

Incoming Loan Agreement

Accession No.

NPS Unit (Borrower):

(Street/Box)

Telephone:

(City/State/Zip)

Fax Number:

Superintendent (please print):

Shipping Address (if different):

LENDER:

(Department)

Telephone:

(Street/Box)

Fax Number:

(City, State, Zip, Country)

Title:

Responsible Official (Lender):

Shipping Address (if different):

NPS Status:

PURPOSE OF LOAN:

Credit Line:

OBJECTS IN LOAN:

INITIATION DATE

TERMINATION DATE:

INSURANCE AND SHIPPING/PACKING:

Insurance Paid By:

Insurance Company:

Policy No.:

Packer:

Shipping Paid By:

Method of Shipping: Outgoing:

Return:

Form 10-98 Rev.
February 1998

Figure 2.11a. Incoming Loan Agreement (Form 10-98 Rev.)

US Department of the Interior
National Park Service

Accession No.

Incoming Loan Agreement (Continued)

LOAN CONDITIONS:

Incoming loans are subject to the terms and conditions noted on the attached Conditions for Incoming Loans.

Additional Loan Conditions:

SIGNATURES:

ON INITIATION OF THIS AGREEMENT: The undersigned borrower is an authorized agent of the National Park Service. Signature indicates agreement to terms specified in this loan agreement and attached conditions.

PLEASE SIGN BOTH COPIES AND RETURN THE ORIGINAL TO THE NPS.

Name of Responsible Official (Lender or Authorized Agent), Title (Please print)

Signature

Date

Name of Superintendent (Borrowing NPS Unit), (Please print)

Signature

Date

RETURN STATUS:

Extension Termination Date:

RETURN OF LOAN:

The undersigned is an authorized agent of the lender. Signature acknowledges receipt of all material in good condition or in condition as noted on this agreement or in attached object condition report(s). A signed copy is sent to the borrower to acknowledge the return of the loan.

Name of Lender or Authorized Agent (Please print)

Signature

Date

Form 10-98 Rev.
February 1998

Figure 2.11b. Incoming Loan Agreement (Continued) (Form 10-98 Rev.)

Conditions For Incoming Loans

Care and Preservation

1. The NPS will give to objects borrowed the same care as it does comparable property of its own. It is understood by Lender and Borrower that all tangible objects are subject to gradual inherent deterioration for which neither party is responsible.
2. Evidence of damage at the time of receipt or while in NPS custody will be reported as soon as practicable, to the Lender.
3. No alteration, restoration, or repair will be undertaken without the written authorization of the Lender.
4. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing and transportation.

Transportation and Packing

1. Costs of packing and transportation will be borne by the borrowing park unless the loan is at the Lender's request. The method of shipment must be agreed upon by both parties.
2. Customs regulations will be adhered to in international shipments.
3. The Lender will assure that said objects are adequately and securely packed for the type of shipment agreed upon, including any special instructions for unpacking and repacking. Objects will be returned packed in the same or similar manner as received unless authorized by the Lender.

Insurance

1. Unless objects are covered by a specific insurance policy, NPS liability for loss or damages will be subject to recovery under the Federal Tort Claims Act (28 U.S.C. 2671-2630, as amended), if loss or damage occurs while in the custody of the NPS and the loss can be proved to be caused by negligence or wrongful act of the Federal Government.
2. On request of Lender objects will be insured by the NPS under an all risk wall-to-wall museum collections policy subject to the standard exclusions for the duration of the incoming loan agreement. Insurance will be placed in the amount specified by the Lender herein, which must reflect fair market value at the time of the loan. If the Lender

fails to indicate an amount, the NPS will set a value for purposes of insurance for the period of the loan.

3. If the Lender elects to maintain his own insurance coverage, the NPS must be supplied with a certificate of insurance naming the NPS and the United States Government as additional insureds or a waiver of subrogation. The NPS shall not be responsible for any error or deficiency in information furnished to the Lender's insurer or for any lapse in coverage.
4. The Lender is responsible for updating insurance valuations.
5. The amount payable by an insurance policy is the sole recovery available to the Lender in event of loss or damage.

Photography

Unless otherwise notified in writing, the objects lent may be photographed by the NPS for record, educational, catalog, and publicity purposes. It is understood that objects on exhibit may be photographed by the general public.

Ownership and Address Change

By signing the Agreement the Lender certifies that he is the legal owner of the described property. It is incumbent upon the Lender to notify the NPS in writing of any change of address. In case of change in legal ownership during the period of the loan, the new owner is required to establish his legal right by proof satisfactory to the NPS.

Return of Loans

The loan agreement may be terminated by either party given reasonable notice in writing. All notices to the Lender in regard to termination of the loan are considered sufficient if sent by registered mail to the Lender at the address given in this record. Unless otherwise notified in writing, the NPS will release the objects only to the Lender. If NPS efforts to contact the Lender, within a reasonable period following the expiration of the loan, are unsuccessful, and no special arrangements have been made for the return of the loan, then the objects will be placed in storage at the Lender's risk and expense. If after 3 years the property is not withdrawn, it may be deemed to become the unrestricted property of the Federal Government for administration by the NPS.

Figure 2.12. Conditions for Incoming Loans (Form 10-98a Rev.)

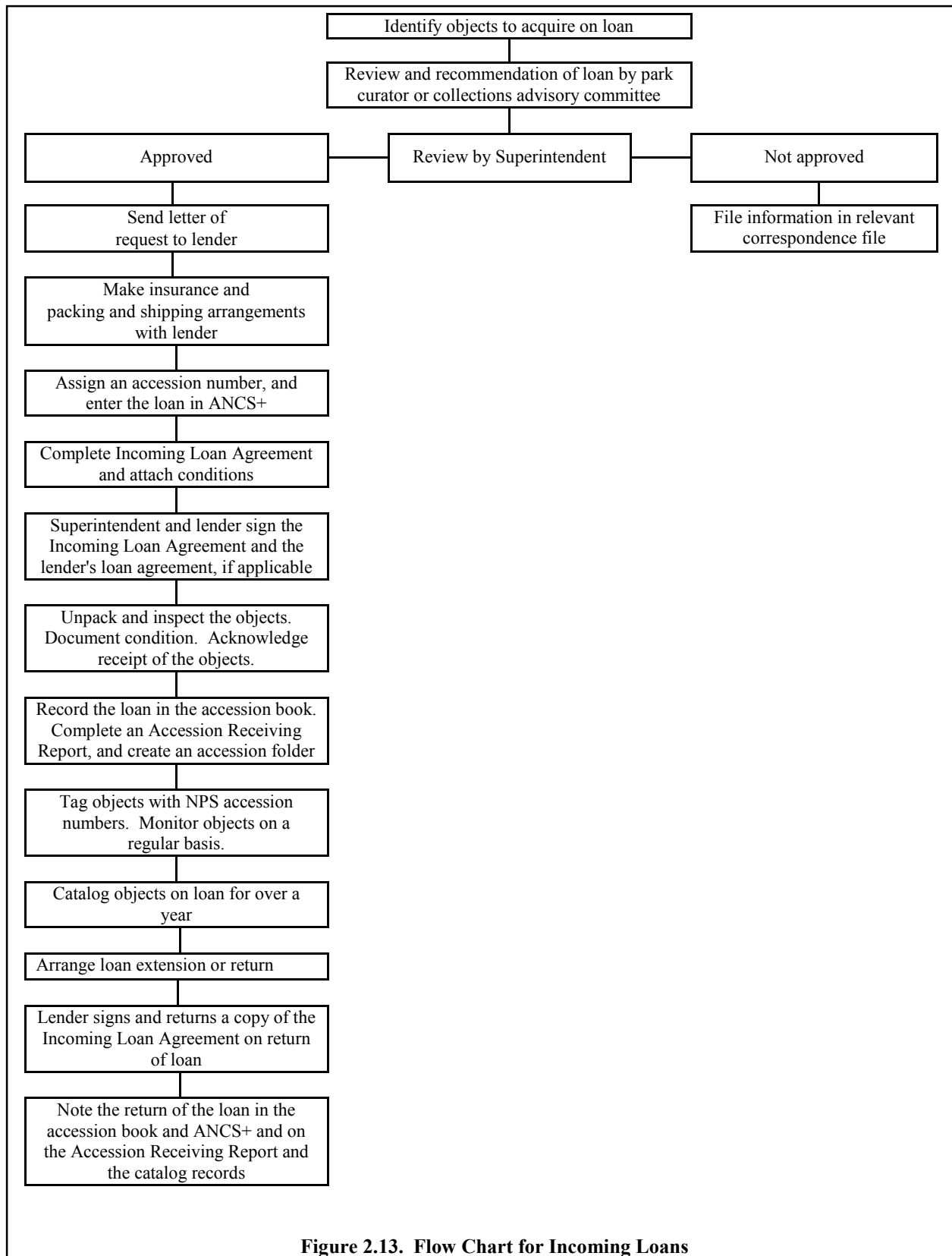


Figure 2.13. Flow Chart for Incoming Loans

US Department of the Interior
National Park Service

Page _____ of _____

LIST OF OBJECTS

Park Acronym _____ Number _____

CATALOG NUMBER	ACCESSION NUMBER	ITEM COUNT OR QUANTITY	OBJECT NAME	DESCRIPTION AND CONDITION	VALUE	COMMENT

NPS Form 10-417
July 1995

Figure 2.14. List of Objects (Form 10-417)

State Old Loan Law Citations

Note: This list may be incomplete. Several additional states are considering passing old loan legislation. If this doesn't include your state, consult your state laws for recent legislation on old loans.

Alabama St. § 41-6-72 (applies only to the state Department of Archives and History)
Arizona Rev. Stat. Ann. § 44-351 *et seq.*
California Civ. Code § 1899
Colorado Rev. Stat. § 38-13-101 *et seq.*
Florida Stat. Ann. § 265.565 *et seq.*
Indiana Code Ann. § 32-9-10-1 *et seq.*
Iowa Code Ann. § 305B
Kansas Stat. Ann. § 58-4001 *et seq.*
Kentucky Rev. Stat. Ann. § 171.830 *et seq.*
Louisiana Rev. Stat. Ann. § 25:345 (applies only to state museums)
Maine Rev. Stat. Ann., tit. 27, § 601 *et seq.*
Michigan Comp. Laws Ann. § 399.611 *et seq.*
Mississippi Code Ann. § 39-19-1 *et seq.*
Missouri Stat. Ann. § 184.102 *et seq.*
Montana Code Ann. § 22-3-501 *et seq.*
Nevada Rev. Stat. Ann. § 381.009 (applies to specified museums and historical societies)
New Hampshire Rev. Stat. Ann. § 201:E-1 *et seq.*
New Mexico Stat. Ann. § 18-10-1 *et seq.*
North Carolina Gen. Stat. § 121-7(c)
North Dakota Cent. Code § 47-07-14 (applies only to state museums)
Oregon Rev. Stat. § 358.415 *et seq.*
South Carolina Code Ann. § 27-45-10 *et seq.*
South Dakota Cod. Laws § 43-41C-1 *et seq.*
Tennessee Code Ann. § 66-29-201 *et seq.*
Texas Property Code Ann. § 80.001 *et seq.*
Washington Rev. Code Ann. § 63.26.010 *et seq.*
Wisconsin Stat. Ann. § 171.30 *et seq.*
Wyoming Stat. § 34.-23-101 *et seq.*

Figure 2.15. State Old Loan Law Citations

ACCESSION BOOK

Accession Number	Date Received	Description	Received From	How Acquired	Remarks	Catalogue Number
1	Nov 9, 1998	one oil painting "Storm At Sea" by Thomas Moran	Jones, John St. 315 Main St. Staunton VA 28401	Gift		PARK 1
2	April 4, 1999	103 boxes of excavated material + field records from the Hill Site OBI 0012	National Park Service Bell, Martha Principal Investigator	Field Collection	Project 116	
3	May 20, 1999	medical kit and Dr. Thomas Knoll's diary	Weathering Antiques 49 Hill St. Olney, MD 23421 301-726-4253	Purchase		PARK 403 PARK 404
4	June 1, 1999	125 botanical specimens	National Park Service Ortega, Victor Biologist	Field Collection	Collection # 76-340	
5	June 13, 1999	Confederate enlisted man's greatcoat	Battle Museum Battle Boulevard Bullfinch TX 75209 114-545-2345	loan	Returned Feb 5, 2000	
6	Aug 21, 1999	personal correspondence and photographs of the Burns family	Fish and Wildlife Service P.O. Box 3247 Arlington VA 22203 703-358-1944 Attn: James Weber	Transfer		PARK 673

Figure 2.16. Accession Book (Form 10-256) (Sample)

Refer to Figure 2.13 for a Flow chart on incoming loans.

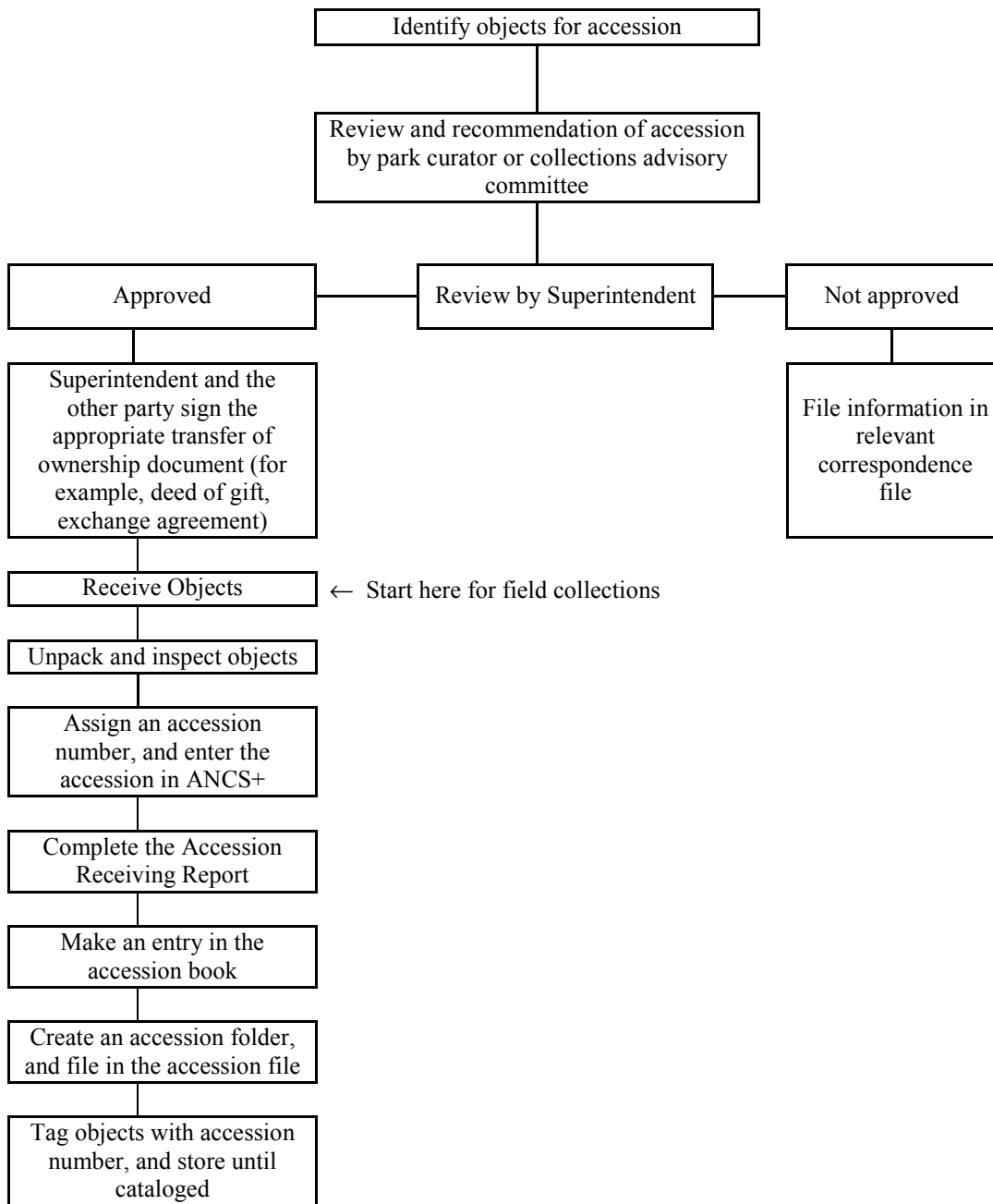


Figure 2.17. Flow Chart for Accessioning

Accession Number _____ Park Name _____

ACCESSION FOLDER COVER SHEET

INSTRUCTIONS: Use this Accession Folder cover sheet when the National Park Service acquires museum collections. Include all documents relating to the accession. Complete box "A" for permanent accessions (gifts, purchases, exchanges, transfers, and field collections). Complete box "B" for temporary accessions (loans). The Accession Receiving Report (Form 10-95) is required for all accessions. Insert this cover sheet in the accession folder.

<p>A. PERMANENT ACCESSIONS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Accession Receiving Report (Form 10-95) <input type="checkbox"/> Accession Receiving Report: Continuation sheet (Form 10-95c) <input type="checkbox"/> Gift <ul style="list-style-type: none"> <input type="checkbox"/> Deed of Gift (Form 10-830) <input type="checkbox"/> Donor Letter <input type="checkbox"/> Last Will and Testament <input type="checkbox"/> Purchase <ul style="list-style-type: none"> <input type="checkbox"/> Receiving Report Copy of Purchase Order (Form 10-3470 or OF-347) <input type="checkbox"/> Requisition (DI-1) and Invoice or Sales Slip <input type="checkbox"/> Governmentwide Purchase Card (credit card) Receipt <input type="checkbox"/> Purchase Contract <ul style="list-style-type: none"> <input type="checkbox"/> Exchange <input type="checkbox"/> Exchange Agreement <input type="checkbox"/> Transfer <ul style="list-style-type: none"> <input type="checkbox"/> Transfer of Property (DI-104) <input type="checkbox"/> Field Collection <ul style="list-style-type: none"> <input type="checkbox"/> Receipt for Property (DI-105) 	<p>B. TEMPORARY ACCESSIONS (LOAN)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Accession Receiving Report (Form 10-95) <input type="checkbox"/> Accession Receiving Report: Continuation Sheet (Form 10-95c) <input type="checkbox"/> Incoming Loan Agreement (Form 10-98) <input type="checkbox"/> Receipt for Property (DI-105) <input type="checkbox"/> Other (Specify) _____ <p>Return Date: _____</p>
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INDICATE LOCATION OF THE FOLLOWING:

	Accession Folder	Catalog Folder
1. Correspondence relating to transaction.....		
2. Insurance documents for loans to NPS.....		
3. Deaccessioning Information:		
a) Deaccession Form (Form 10-643).....		
b) Disposition Document.....		
c) Other.....		
4. Field Notes.....		
5. Research Notes.....		
6. Outgoing Loan Documentation:		
a) Outgoing Loan Agreement (Form 10-127).....		
b) Other.....		
7. Shipping documents.....		
8. Conservation records.....		
9. Appraisals.....		
10. Photographs.....		
11. Other (Specify).....		

NPS Form 10-255 Rev.
July 1999

Figure 2.18. Accession Folder Cover Sheet (Form 10-255)

Source of Accession Name: SCRIVEN, C.E.
Source of Accession Address:
213 SECOND AVENUE

Telephone:
(717)765-3425

YORK PA 17403-

Accession
Numbers

Description

PARK-00067

32 MID-19TH CENTURY BOOKS

PARK-00010

DIARY OF FRANKLIN CARTER
PHOTOGRAPHS OF THE CARTER FAMILY

Figure 2.19. Source of Accession Card (Sample)