

Figure 2.5. Gift Acknowledgment Certificate

## U.S. Department of the Interior NATIONAL PARK SERVICE

### **Ownership Statement**

	•	
/we	e, (print name), do howing information to be true and correct:	ereby represent, warrant, certify, and guarantee the
۱.	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 and to execute the warranties and representations he	by the owner of the object to enter into this transaction erein.
3.	The object is authentic and of the period indicated (purchase document).	on the
1.	I acquired the object from	
5.	If origin is not USA, the object was legally exporte exported from and imported into all countries throu	
5.	No customs, tax, patrimony or other laws or regulat have been broken.	tions applicable to the object, its sale, export, or import
7.	There are no liens or other encumbrances of any kin	nd whatsoever against the object or title to them.
3.	I/we certify that I/we hold free and clear title to the I/we may determine.	object and I/we may dispose of it in any manner that
Sign	nature:	Date:
Sign	nature:	Date:
Add	ress:	

Figure 2.6. Ownership Statement (Sample)

# U.S. Department of the Interior NATIONAL PARK SERVICE

## **Transfer of Copyright Statement**

I/we certify  I/we may d	(print name), do the following information to be true and correct.  y that I/we hold free and clear right, title, and interest in the (name of docume lispose of it in any manner that I/we may determine.  fer the copyright for the material to the National Park Service.	copyright in the material described in the ent) dated and that
Signature:		Date:
Signature:		Date:
Address:		

Figure 2.7. Transfer of Copyright Statement (Sample)

Deaccession Number

# **Exchange Agreement**

Sec	accordance with the authority granted to the Secretary of the Interior by the Museum Act of 1955 (16 USC, et. 18 [f]), and in consideration of the mutual promises set forth in this Agreement, the National Park Service (other party) enter into this agreement for the exchange museum objects.
1.	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)

JS Department of National Park		Page 2 of 2
National Park	Service	Deaccession Number
Excha	inge Agreement (Continued)	
(other party given in thi objects whi performance	agree that the physical transfer of all objects covered by this Agreement (date) and that time is of the essence to this Agreement. If fails to deliver the objects listed on Attachment 1 to the agreed-upon places paragraph, the National Park Service may, at its option, terminate this chit may have delivered pursuant to this Agreement and sue for damages of this Agreement or for specific performance of this Agreement. remedies hereunder are not exclusive and	e of delivery by the date Agreement, recover any
	ormation on all NPS objects incorporated under this Agreement is incluge number listed on Attachment 2.	ded by reference to the
or the NATIO	NAL PARK SERVICE (Receiving):	
Recommended:	(Park Curator)	(Date)
pproved:	(Superintendent)	(Date)
or the other P	ARTY	
ame:		
Approved:		(Date)
Approved:		
		(Date)
Address:		
Telephone:	FAX:	

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

		UNITED ST	TATES		Page o	f
			THE INTERI	OR	Report No.	
	TRANS	FER OF	PROPERT	RTY		
Transfer Fro	om: (Organization and Co	omplete Add	ress)	Transfer To: (Organiza	tion and Complete Ad	dress)
ppropriation	on and Accounting Data:					
ITEM NO.	QUANTITY OR PROPERTY ID NO.	(In		CRIPTION & serial number)	ORIGINAL ACQUISITIO COST (OAC	CONDITION
		SHIPPIN	G AND REC	EEIVING INFORMA	ΓΙΟΝ	
Date Shippe	ed:	SHIPPIN		EIVING INFORMATate Received:	TION	
Date Shippe		SHIPPIN	Di		ΓΙΟΝ	
	Signature:	SHIPPIN	A	ate Received:	TION	

Figure 2.9. Transfer of Property (DI-104)

### INSTRUCTIONS FOR INCOMING LOAN AGREEMENT

Enter the accession number for the loan. Example: PARK-55 Accession Number

Borrower Enter the name of the park.

Enter the park's street/box, city, state, zip code, telephone number, and FAX number. **Borrower Address** 

Enter the name of the superintendent or center chief, for authorization and contact Superintendent

purposes.

**Borrower Shipping Address** Enter the shipping address of the park, if it is different from the mailing address.

Enter the name of the lender (for example, University of Arizona). Indicate whether the Lender lender is a NPS unit or non-NPS.

Enter the department or division of the lending institution (for example, Department of Lender (Department)

Anthropology), where applicable.

Enter the street/box, city, state, zip code, country (if outside USA), telephone number and Lender Address

FAX number.

Enter the name and title of the responsible individual (or agent) of the lending institution Responsible Official (Lending Institution) (for example, G. A. Lindsay, Director), if applicable.

Enter the shipping address of the lender, if it is different from the mailing address. Lender Shipping Address

Indicate the purpose of the loan (exhibit, study, collections management, storage, or Purpose of Loan

other). If other, explain.

Record the credit line as it is to appear in exhibit graphics, publications, or other media. Credit Line

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 in Loan

objects, attach an inventory or a computer-generated list.

Record the date on which the agreement is to go into effect. **Initiation Date** 

Enter the termination date of the loan. Loans to repositories cannot exceed ten years. All **Termination Date** 

other loans cannot exceed three years.

Indicate whether the insurance will be waived or carried by the lender or borrower. Enter Insurance

the name of the insurance company and the policy number. Refer to Chapter 4 of this

handbook for information on insurance.

Indicate who will be responsible for packing the objects. Provide information on the Packing and Shipping

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.

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.). Loan Conditions

Enter the name of the superintendent and the lender. Both parties must sign and date the Signature and Date Lines agreement. The repository chief or institution director must sign the agreement for

repository loans.

Indicate whether the entire loan has been returned. If part of the loan has been returned, Return Status (Partial or Complete) enter date of return for each object returned.

**Extension Information** For extended loans, enter the new termination date.

Enter the name of the lender. The lender must sign and date the agreement when the Return Signature

entire loan is returned.

The superintendent signs two copies of the loan agreement and sends them to the lender. Sending and Returning the The lender signs and returns one copy to the park and keeps the other signed copy. Loan Agreement

> 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

LIS Demontracest of the Interior		Page 1 of 2
US Department of the Interior National Park Service	a I aan Aaraamant	
	g Loan Agreement	
Accession No.		
NPS Unit (Borrower):		
(Street/Box)	Telephone:	
(City/State/Zip)	Fax Number:	
Superintendant (please print):		
Shipping Address (if different):		
LENDER:		
(Department)	Tr. Levil cons	
(Street/Box)	Telephone:	
(City, State, Zip, Country)	Fax Number: Title:	
Responsible Official (Lender):	Title:	
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.)

	D 2 . C2
US Department of the Interior	Page 2 of 2
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	r Incoming Loans.
Additional Loan Conditions:	
SIGNATURES:	
ON INITIATION OF THIS AGREEMENT: The undersigned borrower is an authorized ag Signature indicates agreement to terms specified in this loan agreement and attached condit	gent of the National Park Service. tions.
PLEASE SIGN BOTH COPIES AND RETURN THE ORIGINAL TO THE NPS.	
Name of Responsible Official (Lender or Authorized Agent), Title (Please print)	
Name of Responsible Official (Lender of Authorized Agent), The (Flease print)	
Signature	Date
Name of Superintendent (Borrowing NPS Unit), (Please print)	
(2	
Signature	Date
RETURN STATUS:	
Extension Termination Date:	
RETURN OF LOAN:	
The undersigned is an authorized agent of the lender. Signature acknowledges receipt of a condition as noted on this agreement or in attached object condition report(s). A signed conacknowledge the return of the loan.	Il material in good conditon or in by is sent to the borrower to
Name of Lender or Authorized Agent (Please print)	
Signature	Date
	Form 10-98 Re February 199

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

US Department of the Interior National Park Service

# **Conditions For Incoming Loans**

### **Care and Preservation**

- 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.
- 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**

- 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.
- Customs regulations will be adhered to in international shipments.
- 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

- 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.
- 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**

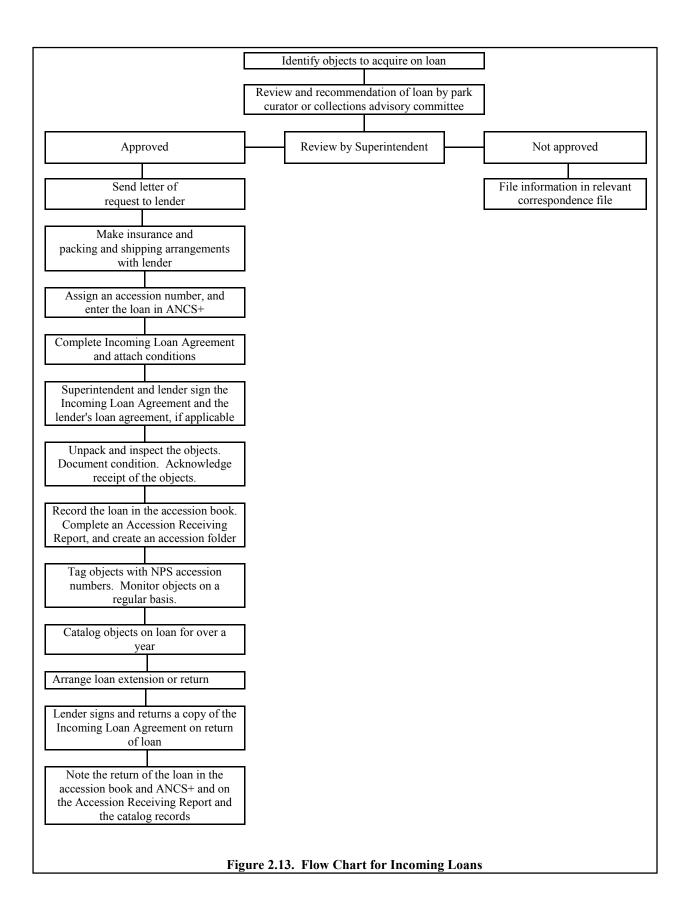
By signing the Agreement the Lender certifies that he is the legal owner of the described property. It is incumbent upon the Lender to notify the NPS in writing of any change of address. In case of change in legal ownership during the period of the loan, the new owner is required to establish his legal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

NPS Form 10-98a Rev. February 1998

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



# NPS Museum Handbook, Part II (2000)

US Departmen National Pa	t of the Interior rk Service		LIST O	F OBJECTS		Page of
Park Acronym						Number
CATALOG NUMBER	ACCESSION NUMBER	ITEM COUNT OR QUANTITY	OBJECT NAME	DESCRIPTION AND CONDITION	VALUE	COMMENT

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

NPS Form 10-417 July 1995

### **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 seg.

South Dakota Cod. Laws § 43-41C-1 et seq.

Tennessee Code Ann. § 66-29-201 et 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

# Figure 2.16. Accession Book (Form 10-256) (Sample) NPS Museum Handbook, Part II (2000)

### **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 704-333-7890 215 Main St. Staunton, VA 28401	Gift		PARK I
2	April 4, 1999	103 boxes of excavated material + field records from the Hillsite OABI 001Z	National Park Service Bell Martha Principal tor	Field Collection	Project 116	
3	May 20, 1999	medical kit and Dr. Thomas Knoll's cliary	Weathervane Antiques Weathervane Antiques Ofney MD 73421 4253	Purchase		PARK 403 PARK 404
4	June 1, 1999	125 botanical specimens PARK-1999-008	National Park Service Ortega Victor Biologist	Field collection	Collection # 76-34B	11101 401
5	June 13, 1999	Confederate enlisted man's greatcoat	Battle Museum, Attn: Amy Battle Boulevard Rogers Dublin TX 77219 114-543-2345	hoan	Returned Feb 5,2000	
6	Aug 21, 1999	personal correspondence and photo- graphs of the Burns family	Fish and Wildlife Service Ath: P.O. Box 3247 Arlington, VA 22203 703-358-1949	Transfer		PARK 673
	3,	/	3 /			
-						
-		- Mary				
24						

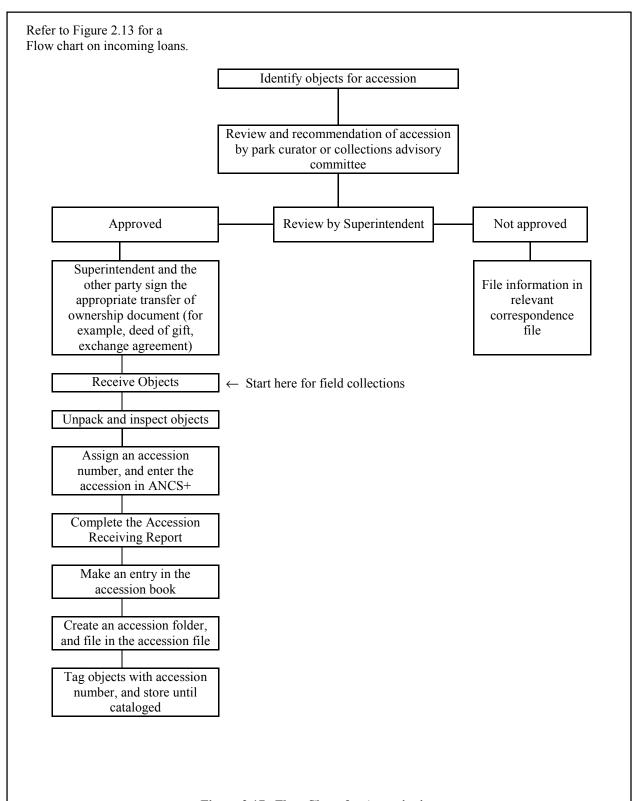


Figure 2.17. Flow Chart for Accessioning

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

NPS Museun	
n Handbook,	
Part II (2000)	

ession Number	Park Name			
ACCESSION FOI	LDER COVER SHEET			
	acquires museum collections. Include all documents relating to the accession. Complete tions). Complete box "B" for temporary accessions (loans). The Accession Receiving of folder.			
PERMANENT ACCESSIONS	B. TEMPORARY ACCESSIONS (LOAN)			
☐ Accession Receiving Report (Form 10-95)	☐ Accession Receiving Report (Form 10-95)			
☐ Accession Receiving Report: Continuation sheet (Form 10-95c)				
☐ Gift	☐ Accession Receiving Report: Continuation Sheet (Form 10-95c)			
☐ Deed of Gift (Form 10-830)	☐ Incoming Loan Agreement (Form 10-98)			
☐ Donor Letter ☐ Last Will and Testament	incoming boarr Agreement (Form 10-30)			
☐ Purchase	☐ Receipt for Property (DI-105)			
☐ Receiving Report Copy of Purchase Order (Form 10-3470 or OF-347)				
Requisition (DI-1) and Invoice or Sales Slip	☐ Other (Specify)			
Governmentwide Purchase Card (credit card) Receipt				
☐ Purchase Contract ☐ Exchange				
☐ Exchange Agreement				
☐ Transfer				
☐ Transfer of Property (DI-104)	Return Date:			
☐ Field Collection	Return Date.			
☐ Receipt for Property (DI-105)				
INDICATE LOCATION OF THE FOLLOW	WING: Accession Catalog Folder Folder			
Correspondence relating to transaction				
2. Insurance documents for loans to NPS				
<ol><li>Deaccessioning Information:</li></ol>				
a) Deaccession Form (Form 10-643)				
b) Disposition Document	L			
c) Other				
4. Field Notes				
5. Research Notes				
<ol> <li>Outgoing Loan Documentation:</li> <li>a) Outgoing Loan Agreement (Form 10-1)</li> </ol>	27)			
a) Outgoing Loan Agreement (Form 10-1. b) Other	'			
7. Shipping documents				
8. Conservation records				
9. Appraisals				
• • •				
10. Photographs				

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)