

## **Held-in-Trust Agreement**

### **1. Parties**

This Agreement is entered into between \_\_\_\_\_ [TRIBAL ENTITY], the “Depositor”, and the Board of Trustees of the California State University through its campus, CSUX, the “Trustee” (collectively, “The Parties”).

### **2. Purpose**

Native American Tribes and lineal descendants with legal rights to the control of their cultural heritage extending to the control of human remains and/or funerary objects, objects of cultural patrimony or sacred objects may need facilities for safe, short-term storage of these collections.

This Agreement supports the deposit of human remains and/or funerary objects, objects of cultural patrimony or sacred objects with the Trustee to be held in Trust for the benefit of the Depositor for the purpose of maintaining physical custody and care for them as agreed to by the Parties below.

### **3. Factual Background**

- a. In compliance with the Native American Graves Protection and Repatriation Act, CSUX engaged in meaningful consultation to repatriate and restore [ANCESTORS/ASSOCIATED FUNERARY OBJECTS/UNASSOCIATED FUNERARY OBJECTS/SACRED OBJECTS/OBJECTS OF CULTURAL PATRIMONY] to [\_\_\_\_\_] lineal descendants, Indian Tribes or Native Hawaiian organizations with cultural affiliation.
- b. A determination was made that legal rights to control [ANCESTORS/ASSOCIATED FUNERARY OBJECTS/UNASSOCIATED FUNERARY OBJECTS/SACRED OBJECTS/OBJECTS OF CULTURAL PATRIMONY] belongs to [TRIBAL ENTITY].
- c. On [DATE], CSUX and [TRIBAL ENTITY] executed a Transfer of Control which is attached as **Exhibit** \_\_\_\_.
- d. [TRIBAL ENTITY] has requested that CSUX maintain temporary physical custody of the [ANCESTORS/ASSOCIATED FUNERARY OBJECTS/UNASSOCIATED FUNERARY OBJECTS/SACRED OBJECTS/OBJECTS OF CULTURAL PATRIMONY] as Trustee.

#### **4. Scope**

The Parties agree that Trustee will maintain physical custody of the Deposited Items. Trustee will store and care for the Depositor's Items according to requested Tribal preferences expressed through consultation and document in this Agreement. This Agreement governs the duration and conditions during the period in which the Depositor's Items are being stored and cared for by the Trustee.

#### **5. Definitions**

For this Agreement the following terms are defined:

- a. "Agreement" means this document along with the following attachments, which are incorporated by reference into this document:
  - ☐ Transfer of Control: **Exhibit** \_\_\_\_
  - ☐ Preferences of Care: **Exhibit** \_\_\_\_
  - ☐ Other: Specify here: **Exhibit** \_\_\_\_ **[IDENTIFY EACH INDIVIDUALLY]**
- b. "Depositor" means the delegated representative of the Tribe or Native Hawaiian organization, or delegated representative(s) of the consortium where objects are in the control of more than one Tribe or Native Hawaiian organization or lineal descendant. The Depositor has the legal authority as an agent or representative of the Tribe or Native Hawaiian organization, or consortium of, to negotiate, authorize and notify Trustee of changes to care and physical transfer arrangements, and to submit notification of intent to renew or terminate the Agreement.  
"Depositor's Items" means items listed on the [FULL DESCRIPTION AND/OR ATTACH AN EXHIBIT THAT STATES THIS].
- c. "Trustee" means the Board of Trustees of the California State University through its university, CSUX and [IDENTIFY AUTHORIZED OFFICE OR DEPARTMENT AT UNIVERSITY].

#### **Legal Control and Physical Custody**

The legal right to control the Depositor's Items, commonly known as ownership or title, remain permanently with the Depositor. In the event that the Depositor's Items are in the control of more than one Tribal entity, all those in control are required to sign this Agreement or expressly authorize Depositor to sign. By signing, Depositor represents that they have full authority and legal rights to make this deposit and enter into this Agreement. Any changes in the legal rights of the Parties must be communicated in writing as soon as possible.

#### **6. Care and Access**

Trustee will exercise the same care and respect for the Deposited Items as it does for comparable items within its custody and control. Trustee will attempt to honor and uphold mutually agreed

upon Tribal preferences as detailed in the Preferences for Care document (**Exhibit \_**) for the care and storage of the Depositor's Items, in good faith and to the best of its ability.

Evidence of damage to Depositor's Items discovered by the Trustee will be reported promptly to the Depositor. Trustee will not alter, clean nor repair the Depositor's Items without prior express written permission of the Depositor or except when the safety of the Depositor's Items makes such action imperative.

Trustee will not provide access to the Deposited Items to any person or entity unless authorized by the Depositor. The Items will only be returned to the Depositor or authorized agent. Notice of an authorized agent must be made in writing to the Trustee prior to releasing the Items.

The Depositor does not authorize the use of the Depositor's items for any purpose including research or teaching.

## **7. Insurance and Loss**

During the period of this Agreement, Depositor's Items will be covered by the same insurance policy that covers Trustee's property. This insurance policy will cover Depositor's Items against risks of physical loss or damage from external causes, subject to exclusions of loss or damage due to such causes as wear and tear, gradual deterioration, moths, vermin, inherent vice, war, invasion, hostilities, insurrections, nuclear reaction or radiation, confiscation by order of any government or public authority, risk of contraband or illegal transportation and/or trade, and any repairing, restoration or retouching authorized by the Depositor. Trustee does not provide any additional or special insurance for Depositor's Items.

If the Depositor chooses to maintain additional insurance coverage for Depositor's Items, Trustee must be supplied with a certificate of insurance naming Trustee as an additional insured or waiving subrogation.

In the event of damage to Depositor's Items from external causes, the insurance policy will be the only payment for damage; Depositor agrees that Trustee will not otherwise be liable for any loss or damage to the Deposited Items.

## **8. Costs**

All costs associated with the custody and care of the Depositor's Items will be born by the Trustee.

## **9. Communication and Notices**

For purposes of communication and notices the following information will be used by the Parties. The Parties agree to notify each other of any changes to this information.

Depositor:

[CAMPUS LETTERHEAD]

[FILL IN NAME, ADDRESS, EMAIL, PHONE ...]

Trustee:

[FILL IN NAME, ADDRESS, EMAIL, PHONE ...]

### **10. Duration**

Agreement shall begin on \_\_\_\_\_ and end \_\_\_\_\_ (not to exceed one year).

The agreement will be reviewed for renewal annually on \_\_\_\_\_. Trustee will provide 60 days notice to the Depositor prior to the renewal date. Depositor will respond within 30 days of receipt of the renewal notice. If the Depositor does not respond or chooses to waive the annual review, the agreement will renew automatically.

### **11. Termination**

The Depositor retains the right to end this agreement at any time. Trustee will return physical custody of the Depositor's Items within 30 days of the notification of termination of the agreement to allow for culturally appropriate logistical support for proper transfer of physical custody.

If Trustee is no longer able to properly house the Depositor's Items, Trustee will notify the Depositor immediately to request consultation about future physical custody arrangements.

### **Signatures:**

Deposited By: Date:

[TRIBAL DESIGNEE]

[TITLE]

[TRIBE]

Received By: Date: \_