

## **TRANSFER OF CUSTODY AGREEMENT FOR REBURIAL OF ANCESTRAL REMAINS**

### **1. PREAMBLE**

THIS AGREEMENT, made on [DATE], BY AND BETWEEN California State University, [UNIVERSITY NAME], hereinafter designated “The University”, and [TRIBE NAME] hereinafter designated “The Tribe”, to govern the reburial of ancestral remains that have been legally repatriated under the repatriation process as in accordance with the Native American Graves Protection and Repatriation Act. The University and The Tribe will hereinafter be collectively referred to as “The Parties.”

### **2. RECITALS**

WHEREAS, The Native American Graves Protection and Repatriation Act (NAGPRA) and its implementing regulations [43 CFR part 10 Subpart A & C] provide definitions and procedures for the repatriation to culturally affiliated Indian Tribes of certain Native American human remains and associated funerary objects (“ancestral remains”) in the possession or control of any institution or State or local government agency (including any institution of higher learning) within the United States that receives Federal funds and has possession or control of a holding or collection.; and

WHEREAS, Representatives of The University have engaged in consultations with representatives of The Tribe regarding the repatriation and the originating location of the removal of certain Native American ancestral remains; and

WHEREAS, after the above-referenced determination was made, The Parties agreed that The University would maintain physical custody according to the agreed upon Held-in-Trust Agreement of the repatriated ancestral remains on-site until the reburial; and

WHEREAS, The Tribe made a request to rebury the ancestral remains on The University land in a specific site that was selected through consultation between The Parties; and

WHEREAS, on or about [DATE], The University transferred control of the ancestral remains to The Tribe (see attached repatriation statement).

### **3. SCOPE OF AGREEMENT**

The Parties agree that the ancestral remains will be re-buried at the above-referenced location. The logistics of the physical reburial will be arranged through consultation, and the costs associated with be shared as agreed to by The Parties.

The ancestral remains will be reburied at reburial coordinates on The University land during a ceremony which will be closed to the public and attended by a select list of representatives from The Parties approved through consultation.

#### 4. REPORTING

The University will report to the Native American Heritage Commission and the NPS National NAGPRA Program that the repatriation has been completed by sending a completed repatriation statement to NPS and copy to NAHC which was completed prior to signing this agreement.

The Tribe will fill out the Sacred Land File with GPS coordinates.

#### 5. EXCLUSIVE AGREEMENT

The Parties acknowledge that this is a one-time specific agreement and is in no way to be interpreted as an assurance for any future agreements.

#### 6. OTHER RELATED AGREEMENTS

The following agreements are incorporated here by reference: [OPTIONAL related agreements listed here ie, land stewardship responsibilities (security/surveillance, maintenance, Tribal access, etc.)]

#### 7. ENTIRE AGREEMENT

The Parties acknowledge that this Agreement constitutes the entire agreement between The Parties regarding the subject matter of this Agreement and they have read the conditions listed above and expressly agree to comply with them, unless otherwise agreed upon in writing by The Parties.

**[TRIBE NAME]**

Name and Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**[UNIVERSITY NAME]**

Name and Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_