**Center for Southwest Research and Special Collections**

**Donor Agreement**

**Recognizing Collaborative Stewardship of Archival Donations**

**With Native American Donors**

University of New Mexico (UNM), College of University Libraries & Learning Services (CULLS), Center for Southwest Research and Special Collections (CSWR), recognizes and implements the *Protocols for Native American Archival Materials* found at <https://www2.nau.edu/libnap-p/protocols.html>

Native American archival donations to the CSWR will provide historical and current information that will enhance the range of collections & fill gaps in the scope of collections at the Center for Southwest Research and Special Collections including (but not limited to) the relationships with the United States, the formation of the state of New Mexico, and history of the southwest from Native American perspectives;

UNM recognizes and honors the nation-to-nation relationship of tribes with the United States and tribal members of said sovereign Native American nations and will treat the unique status of tribal members with that distinction;

Native American tribal members and organizations wishing to enter into a donor agreement to provide archival research materials to the CSWR will be presented with the option to retain right, title and interest;

Native American tribal members and organizations that donate share a commitment, in common with CULLS, toward respectful and ethical research and scholarly inquiry;

The CSWR embraces collaborative stewardship for care and management of donated materials;

Native American donors and CSWR mutually agree that to realize collaborative stewardship with donor relationship of donated archival material, expressed goals of access, restrictions, organization, record creation, and identification of culturally sensitive material, will be reciprocated and donor agreement will be revisited regularly.

TO THE REGENTS OF THE UNIVERSITY OF THE UNIVERSITY OF NEW MEXICO

acting through the College of University Libraries and Learning Sciences (UL):

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (printed name; hereafter referred to as “Donor”) am the owner with full right and authority to enter into the Native American Donor Agreement and affirm privileges assigned herein for the following materials: (All such materials are hereinafter referred to as “the Materials”) (The Center for Southwest Research and Special Collections will be referred to as CSWR)

(*Please provide a title for the donation)*

1. Donor desires to transfer the Materials to UNM, for inclusion and unrestricted access and use in the collection of the UNM University Libraries, OR

Donor desires to transfer the Materials to UNM, for inclusion and predetermined access

and use in the collection of the UNM University Libraries.

1. After execution of this Donor Agreement by Donor and acceptance by UNM, title to the Materials shall pass to UNM, OR

After implementation of this Donor Agreement by Donor and acceptance by UNM, Materials will be stewarded by CSWR and title will remain with Donor.

1. Donor owns the tangible property in the Materials but does not own the copyright and is not hereby transferring any copyrights, OR

Donor does not own copyright and assigns, transfers, and gives physical ownership of the

materials to CSWR

1. Donor allows CSWR to digitize selected materials to preserve and provide access online via UNM UL supported online platforms per collaborative selection with Donor.

UNM CULLS recognizes that U.S. Copyright Law and Fair Use limits protections of Native American cultural and sensitive information, thus UNM will honor determined protections as defined by Native American codified laws and customary laws, set forth by tribe.

Native American Donor will determine which of the below options are agreeable:

* Allow all materials to be publicly accessible for any noncommercial use, provided that attribution is credited, and material not altered.
* Allow certain materials to be publicly accessible without restriction and certain material to be restricted with provided Donor guidelines for sensitive or cultural reasons, and/or for a determined amount of time.
* People who wish to use material for commercial or publication purposes must obtain permission of Donor.
* Allow researchers to make copies of the Materials.
* Determine “permission to duplicate” by contacting Donor.

5. UNM is authorized to dispose of any duplicate or other material not relevant to the collection which it determines to have no permanent value or historical interest. UNM will first consult with the donor before disposing of any materials for possible return to the donor.

1. Donor may hereafter donate additional materials to UNM. Such materials shall be set forth in an Addendum to this Donor Agreement and will be governed by the terms and conditions stated above. The addendum shall include a description of the additional materials so donated and any conditions necessary and pertinent to those specific, newly donated materials and shall be signed by Donor and UNM.
2. In the event Donor becomes deceased, Donor’s empowered legal agent will notify UNM University Libraries and continue the agreement as set forth by donor agreement.
3. Donor agrees to release and indemnify UNM from any claims for damages.

This unique donor agreement will be revisited every 5 years to update Donor contact(s) and determine continuation of collaborative stewardship of donation; if comfortable to continue, will extend the donor agreement an additional 5 years and every 7 years hereafter; if return of materials is needed, Donor will provide 60 day notice to CSWR of intent, with allowance of 60 additional days to transfer parts of collection back to Donor; if Donor wishes to cease donor agreement in totality, will provide 60 day notice to CSWR of intent, with allowance of 60 additional days to transfer collection back to Donor.

In full accord with the provisions of this Donor Agreement, I set my hand.

Signed: (Donor)

Address

Telephone number

Email

This \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_

Accepted for THE REGENTS of the University of New Mexico: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: