

Memorandum of Agreement
Between the
(Name of Clan) of (Name of Community)
and the
(Name of Museum or Sealaska Heritage Institute)

This agreement is entered into by the _____ Clan of _____ (hereinafter referred to as “Clan”) and the _____ Museum (hereinafter referred to as “Museum” or SHI) to specify necessary measures for the use, care, control and protection of the _____ (Name of At.óow— that includes the clan object itself including the crest/spirit design if depicted on the object, stories, songs and names associated with the At.óow) (hereinafter referred to as “At.óow”). Museum catalog number _____.

WHEREAS, the Clan retains full legal title to its At.óow under traditional, tribal, federal, state and local laws; and

WHEREAS, all parties believe that the At.óow should be protected and available to the Clan for traditional and ceremonial uses including the ku.éex’; and available to the Museum for research, exhibition and educational purposes subject to the approval of the Clan; and

WHEREAS, the Museum has the appropriate facilities to protect, preserve and curate the At.óow; and

WHEREAS, the Clan and Museum wish to maintain a collaborative and mutually beneficial relationship; and

WHEREAS, the Clan and Museum believe the following measures will adequately provide for the use, care, control, and protection of the At.óow:

The Parties Therefore Mutually Agree to the following:

- I. Title to the At.óow

- 1.1 The Clan retains full legal title to its At.óow under traditional, tribal, federal, state and local laws.
- 1.2 All parties acknowledge that legal title to its At.óow will remain with the Clan.
- 1.3 The Shaade háni (Clan Leader) or designated Trustee shall act in behalf of the Clan in all transactions with the Museum.
- 1.4 The Clan voluntarily agrees to allow the Museum to serve as the temporary repository of the At.óow. Consent under this subsection does not affect legal title and the rights otherwise provided for in this agreement to use the At.óow in ceremonial and cultural activities.

II. Use, Care, Control and Protection of the At.óow

- 2.1 All parties agree to observe the following necessary measures for the use, care, control and protection of the At.óow:
- 2.2 The Clan shall:
 - A. Provide collaboration and approval to the Museum in determining appropriate research, exhibition and educational use of the At.óow.
 - B. Research and document the history of the At.óow, and deposit the data for permanent preservation with the Museum. The Clan retains full title to this intellectual knowledge. The Clan through its Shaade háni or designated Trustee shall approve the use of such intellectual knowledge.
 - C. The Clan allows the Museum to exhibit and use the At.óow for educational and research programs under such conditions and terms approved by the Shaade háni or designated Trustee.
 - D. The Clan through its Shaade háni or designated Trustee shall identify in writing a person or persons officially authorized to withdraw the At.óow from the Museum for traditional and cultural functions, and upon the death or removal of the

1. Provide the Museum with a minimum of fourteen (14) days advance notice prior to any withdrawal of the At.óow.
2. Pay all transportation costs, if any, associated with the transportation of the At.óow to and from traditional or cultural events.
3. The authorized individual withdrawing the At.óow must complete a copy of the Withdrawal Agreement (Addendum A) and provide proof of authorization to the Museum (which may, at its discretion, seek to verify this authorization with the Clan).

2.3 The Museum shall:

- A. Be the repository for the At.óow and care for the At.óow to assure its preservation, protection, and use in a manner consistent with Clan protocols and traditions, including use for the purposes of research and education.
- B. Be liable for any loss or damage to the At.óow while it is in its custodianship.
- C. Maintain insurance that is adequate to protect the At.óow from risk or loss and is comparable to coverage of other At.óow of similar significance in the Museum's collection.
- D. Maintain the At.óow at the Museum's facility unless the Clan agrees to loan the At.óow for educational/exhibition purposes to other museums or the clan withdraws the At.óow for ceremonial or cultural purposes.
- E. Perform restoration or conservation treatments on the At.óow in consultation with the other parties as necessary which are consistent with generally accepted museum practices.

- F. Make the At.óow available for priority use and benefit of the Clan and allow the At.óow to be withdrawn by persons specifically authorized by the Clan to act on its behalf.
1. Construct a secure and safe crate for transportation of the At.óow to and from traditional and cultural events.
 2. Offer instruction to the person or persons designated by the Clan to withdraw the At.óow on the handling, transportation, and security of the At.óow when the At.óow is away from the Museum building.
- G. Exhibit and use the At.óow for educational and research programs in such a manner that is respectful and sensitive to the Clan, Native people and their culture; accurately portrays the significance of the At.óow; and properly cites the Clan ownership of the At.óow.
- H. Protect the cultural and intellectual property rights of the Clan.
1. Any photograph, slides, videos, CD-ROM usages or reproductions of the At.óow are to be made with express prior written approval from the Clan. In all instances Clan ownership of the At.óow and the Crest Design shall be acknowledged.
 2. Pay the Clan two-thirds of the profits made from any sale of photographs or slides of the At.óow by the Museum or its associate organization(s).
 3. Pay \$500 to the Clan for each photographic reproduction in scientific, educational, or art publications. The Clan may agree to waive this fee for worthwhile/scholarly publications.
 4. No reproductions are authorized for commercial ventures.

This agreement takes effect on the last date set out below and is subject to amendment at any time.

CLAN

Dated: _____ By:

Dated: _____ By:

MUSEUM

Dated: _____ By:

Dated: _____ By:

**Memorandum of Agreement
Between the
(Name of Clan) of (Name of Community)
And the
(Name of Museum)**

Addendum A

Withdrawal Agreement

In consideration for permission of the _____ Clan (hereinafter referred to as "Clan") and the _____ Museum (hereinafter referred to as "Museum"), to withdraw the _____ (Name of At.óow) (herein after referred to as "At.óow"), museum catalog number _____, I, _____ of _____, Alaska, agree on behalf of myself and the Clan as follows:

1. The At.óow will be used in the following koo.eex' or cultural event (Name and Address):

_____.
2. On behalf of the Clan, I will withdraw the At.óow from the museum on this date of _____, and will return it to the Museum on the date of _____.
3. The At.óow will be cared for according to the instruction which has been received from the Museum and in accordance with the guidelines (if any as provided by the Clan or Museum) attached to this agreement.

4. I assume full responsibility for the care and return of the At.óow and agree that both I and the Clan will be individually and collectively liable to the Clan and Museum for any loss or damage to the At.óow which occurs during the period of withdrawal.

This agreement takes effect on the last date set out below and is subject to amendment at any time.

Dated: _____

By: _____
(Signature)

(Printed Name)

Address:

Home Phone:

Work Phone:

Contact Phone at Ceremonial Site:

CLAN

Dated: _____

By: _____

Dated: _____
By: _____

MUSEUM

Dated: _____
By: _____

Dated: _____
By: _____

WITNESSED BY ME

THIS DAY OF _____ **By:** _____