



CARE AND TRUST AGREEMENT

This Care and Trust Agreement is entered into between the _____ hereinafter referred to as the Depositor, and the University of Georgia Laboratory of Archaeology, hereinafter referred to as the Laboratory. This agreement will end on _____.

The parties below agree that the Laboratory will maintain physical custody of the below outlined ancestors/associated funerary objects/unassociated funerary objects/sacred items/objects of cultural patrimony or other cultural resources (referred to hereinafter as "Repatriated Object(s) or Collection") until the Depositor is ready to accept said physical custody. The Laboratory will house the Repatriated Object(s) or Collection according to requested tribal preferences expressed in Attachment A, the Specialized Care section of this document. When the Depositor is ready to accept the Repatriated Object(s) or Collection, a Transfer of Physical Custody form (Attachment B) will be completed and signed upon removal from the Laboratory. If applicable: The Repatriated Object(s) or Collection are published in the Federal Register Vol. _____, No. _____, Pages _____.

Alternative or Additional Collection Identification

Site Number(s):

Item Number(s):

Item Description(s):

AGREEING PARTIES

Depositor Information

Tribe:

Address:

Tribal Representative:

Tribal Representative Title:

Phone:

Email:

Additional Depositor Contact Information (if Applicable)

Laboratory Information

The University of Georgia, Laboratory of Archaeology/Georgia Archaeological Site File
1125 Whitehall Rd., Athens, GA 30602; Phone: (706) 542-8737

Director/Operations Director:

Email:

ARTICLE I. DEFINITIONS

The following terms shall have the following meaning for purposes of this Agreement:

- 1.1 "Agreement" shall refer to this document along with the
 - 1.1.1. Transfer of Control
 - 1.1.2. Attachment A-Specialized Care
 - 1.1.3. Attachment B-Transfer of Physical Custody

ARTICLE II. CUSTODY

- 2.1 Title (the legal rights to control) to the Repatriated Object(s) or Collection being held in trust under this Agreement lies with the Depositor per the Transfer of Control form.
- 2.2 In the event that the Repatriated Object(s) or Collection are in the control of more than one Indian Tribes/Native Hawaiian organizations, all those in control will be required to either authorize the Depositor to enter into the agreement or jointly sign the Agreement.
- 2.3 The Depositor acknowledges that they have full authority and power to make this deposit, enter into this Agreement, have read the conditions of this Agreement, and agree to be bound by said conditions.

ARTICLE III. CARE AND ACCESS

- 3.1 The Laboratory will exercise the same care and respect for the Repatriated Object(s) or Collection as it does for comparable items under its control.
- 3.2 Evidence of damage to Repatriated Object(s) or Collection at the time of receipt or while in the Laboratory's custody will be reported promptly to the Depositor.
- 3.3 No alteration, conservation, or repair to Repatriated Object(s) or Collection will be undertaken without the authorization of the Depositor.
- 3.4 The Laboratory will not provide research or access to the Repatriated Object(s) or Collection without the written and express consent of the Depositor.
- 3.5 The Depositor agrees that the Laboratory will have access to the Repatriated Object(s) or Collection to maintain standards of care as outlined in this Agreement.
- 3.6 The Laboratory will attempt to honor the Requested Specialized Care as indicated by the Depositor in Attachment A based on applicability to the Laboratory's staff and space availability.

ARTICLE IV. COSTS

- 4.1 Costs for services and supplies associated with the care and custody of the Repatriated Object(s) or Collection will be borne by the Laboratory.

ARTICLE V. COMMUNICATION

- 5.1 All correspondence regarding this Agreement will be sent to the email or physical mailing addresses listed in the Agreement.

ARTICLE VI. TERMINATION

- 6.1 The duration of the Agreement is for the period stated above. The Agreement will be automatically renewed unless the Depositor notifies the Laboratory of their intent to terminate the Agreement at least 30 days prior to the expiration date.

SIGNATURES

Name:

Signature of Tribal Representative

Date

Name:

Signature of Laboratory Director/Operations Director

Date

Additional Signatures (if applicable):

Name:

Title:

Signature

Date

Name:

Title:

Signature

Date

ATTACHMENT A: REQUESTED SPECIALIZED CARE

REQUESTED SPECIALIZED CARE (Check all that apply)

- Our Tribe has treatment and care guidelines already established. Please attach follow attached guidelines.**

- Ancestral remains, funerary objects, and all known burial matrix will be processed the same way and, if possible, all placed within the same box.**
 - There will be no mixing of individuals from separate burials within the same wrapping. All individuals and funerary objects will be separately wrapped

 - It is acceptable that separate wrapped individuals from different burials can be placed in the same box or container

 - It is NOT acceptable for separate wrapped individuals from different burials to be placed in the same box or container

 - Other specific instructions, please describe:

- Storage containers shall be:**
 - Existing boxes/bags

 - New Housing
 - New acid free/lignin free lidded cardboard storage boxes
 - New polyethylene zip lock bags
 - If other than above, describe new housing/custom containers:

 - Are there specific instructions on how the containers should be handled?

- Ancestral remains, funerary objects, and all known burial matrix will be wrapped in:**
 - Unbleached muslin or muslin pouches
 - Cotton cloth
 - Red cloth
 - Black cloth
 - Blankets
 - Secured with cotton string
 - Other, please describe

Shall be NOT stored with a specific alignment/orientation

Shall be stored with a specific alignment/orientation:

Cardinal Direction:

Other, please describe:

Shall be fed or given offerings:

What should be provided?

Where shall it be placed?

Who should place, or maintain, the offering?

Tribal representative

Laboratory staff

Other, please explain:

****Please note that consumables, such as cornmeal, pose a threat of pest infestation and therefore may have to be removed after 24 hours***

ADDITIONAL ACCESS AND HANDLING CRITERIA

Check all that apply

- Only men should handle the ancestral remains, funerary objects, and all known burial matrix
- Only women should handle the ancestral remains, funerary objects, and all known burial matrix
- Only men should handle the sacred objects and objects of cultural patrimony
- Only women should handle the sacred objects and objects of cultural patrimony
- Gloves of any material should be worn during handling
- No gloves should be worn during handling
- Only a specific type of gloves should be worn during handling. Please specify:

Additional handling restrictions (including the prohibition on consuming alcohol for individuals, etc.):

TREATMENT GUIDELINES FOR TRANSFER OF PHYSICAL CUSTODY

This section is to be completed for specific treatment guidelines for Repatriated Object(s) or Collection that will be escorted from the Laboratory once Physical Custody is taken by the Depositor. The Laboratory recognizes that there may be additional care and handling instructions that must be followed prior to and after a collection leaves the Laboratory. These specific care and handling instructions are for the transfer of physical custody.

- The Depositor will prepare the Repatriated Object(s) or Collection for transportation and reburial**
- Please follow the attached guidelines**
- Please follow the below instructions:**

ATTACHMENT B: TRANSFER OF PHYSICAL CUSTODY

TRANSFER OF PHYSICAL CUSTODY

I/we the authorized agent (s) of the Laboratory do hereby transfer the Physical Custody of the Repatriated Object(s) or Collection to the Depositor pursuant to this Agreement. The Repatriated Object(s) or Collection are described in the Notice published in the Federal Register Vol. _____, No. _____, Pages _____.

Alternative or Additional Collection Identification

Site Number(s):

Item Number(s):

Item Description(s):

Other Information (if necessary):

SIGNATURES

Name:

Signature of Tribal Representative

Physical Custody Transfer Date

Name:

Signature of Laboratory Director/Operations Director

Physical Custody Transfer Date

Additional Signatures (if applicable):

Name:

Title:

Signature

Date

Name:

Title:

Signature

Date