

# The Heritage and Research Center at Saint Mary's

## Deposit Agreement

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This Deposit Agreement ("Agreement") is made and entered into on this [DAY] Day of [MONTH, YEAR], by and between The Heritage and Research Center at Saint Mary's (hereafter "HARC" or "Repository") and [CONGREGATION NAME] (hereafter "Congregation").

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### 1. DEFINITIONS

**1.1 Materials.** "Materials" means the physical and/or digital items described in **Appendix B** (Collection Description) and any associated documentation, recordings, and digital files.

**1.2 Effective Date.** The Effective Date of this Agreement is the date set forth above.

**1.3 Custodial Deposit / Gift.** This Agreement covers either (a) a custodial deposit (congregation retains ownership; HARC provides custody and care) or (b) an outright transfer of ownership to HARC. The parties must initial the applicable option in Section 2.

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### 2. OWNERSHIP & TRANSFER OF TITLE

Please initial one:

\_\_\_\_\_ **Custodial Deposit:** The Congregation retains legal title and ownership of the Materials. HARC accepts custody and will care for the Materials under the terms of this Agreement. Title remains with the Congregation unless a subsequent written transfer is executed.

\_\_\_\_\_ **Gift / Transfer of Ownership:** Title and ownership of the Materials transfer to HARC on [TRANSFER DATE]. After transfer, HARC holds full legal ownership and control of the Materials subject to any restrictions set forth in Appendix A.

Withdrawal costs. If the Congregation requests return of Materials prior to a stated transfer date, the Congregation shall bear all direct costs of retrieval, packing, and transportation.

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### **3. REPOSITORY RESPONSIBILITIES**

**3.1 Care & Storage.** HARC will store Materials in climate-controlled archival storage consistent with professional standards (e.g., SAA guidance) and will not dispose of Materials without written consent of the Congregation (except as provided by law).

**3.2 Inspection.** Authorized Congregation representatives may inspect Materials on-site by appointment with reasonable notice.

**3.3 Failure to Maintain Standards.** If HARC determines it can no longer meet professional care standards, it will provide the Congregation with six (6) months' written notice and will, at HARC's expense, return the Materials or arrange an agreed transfer to another suitable repository.

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### **4. ACCESS & USE**

**4.1 Access Restrictions.** Access limitations are listed in Appendix A. HARC staff will enforce those restrictions.

**4.2 Congregation Access.** Congregation members may access Materials by appointment in accordance with **Appendix A**.

**4.3 Public Access.** Subject to **Appendix A** and HARC policies, public access will be permitted during regular repository hours. HARC will maintain an annual report of researchers who accessed the Materials and will make that report available to the Congregation upon request.

**4.4 Reproduction & Publication.** Reproduction, citation, and publication of Materials shall follow HARC's policies and any restrictions in **Appendix A**. HARC may create surrogates (photographs, scans) for preservation, access, or research unless specifically prohibited in **Appendix A**.

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## **5. COPYRIGHT, PERMISSIONS, AND ATTRIBUTION**

**5.1 Copyright.** The Congregation represents that it is the lawful owner of or has authority to deposit the Materials. The Congregation retains copyright unless ownership is transferred by separate written instrument.

**5.2 Permissions.** The Congregation is responsible for obtaining permissions for third-party copyrighted materials in the collection and shall notify HARC in writing of any known copyright or permission limitations. HARC may require written permission prior to fulfilling reproduction requests that raise copyright concerns.

**5.3 Attribution & Moral Rights.** HARC will respect moral rights and attribution requests to the extent practicable and consistent with applicable law and HARC policies.

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## **6. INSURANCE & TRANSIT**

**6.1 Insurance (Custodial Deposits).** If this is a custodial deposit (Congregation retains ownership), the Congregation shall maintain insurance covering the Materials while they are in HARC custody and provide a Certificate of Insurance to HARC naming HARC as additional insured for the period of custody. Insurers must be licensed to do business in Indiana and have a minimum A rating and financial size VII (Best's or equivalent).

**6.2 Insurance (Transfers/Gift).** If title transfers to HARC, HARC will insure Materials in transit for exhibition and will maintain appropriate repository insurance for items in its permanent custody.

**6.3 In-Transit Responsibility.** The Congregation is responsible for insuring Materials while in transit to and from HARC unless otherwise agreed in writing. HARC will use reasonable care in handling transport arranged by HARC.

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## **7. LEGAL DEMANDS; SUBPOENAS**

**7.1 Notification.** If HARC receives a subpoena, court order, or other legal demand for production of Materials, HARC will notify the Congregation promptly (by certified mail, email, and phone) and will permit the Congregation a reasonable opportunity to respond or contest the demand.

**7.2 Scope of Response.** HARC will resist production to the fullest extent permitted by law and will only produce Materials pursuant to a valid court order. The Congregation retains the right to contest disclosure; costs of legal defense shall be allocated as agreed in writing between the parties.

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## **8. FORCE MEJEURE**

If performance is prevented by causes beyond the reasonable control of a party (e.g., natural disaster, war, government action), that party shall not be deemed in breach. If HARC permanently cannot continue to house the Materials, HARC will return the Materials to the Congregation or transfer them to a suitable Catholic or secular repository in consultation with the Congregation, in that priority order.

## 9. NOTICES

All notices required or permitted hereunder shall be in writing and delivered by certified mail, email (with confirmation), or hand delivery to the addresses below (or as later designated in writing).

### **Repository:**

Heritage and Research Center at Saint Mary's

[Address Line 1]

[Address Line 2]

Email: [contact@harcsm.org]

### **Congregation:**

[Congregation Name]

[Address Line 1]

[Address Line 2]

Email: [contact@congregation.org]

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## 10. SIGNATURES

### **For the Congregation**

Name:

Title:

Signature:

Date:

### **For the Repository (HARC)**

Name:

Title:

Signature:

Date

## **APPENDIX A — ACCESS RESTRICTIONS (CUSTOMIZE)**

### **1. Closed Periods**

Example: Series 3 (Personal Correspondence, 1965–2010): Closed until [DATE or "25 years from Effective Date"].

### **2. Confidential Business Records**

Example: Series 5 (Corporate Files) containing trade secrets or proprietary financial records: restricted access; repository archivist and Congregation review required before any release.

### **3. Third-Party Privacy / Personal Data**

Example: Materials containing living persons' sensitive personal data (medical, personnel records): restricted in accordance with applicable privacy law. The Repository may redact or withhold records.

### **4. Named Individuals**

Example: Correspondence with [Dr. Margaret Chen], [Sister Mary Mathews], etc.: closed until [DATE].

### **5. Procedure for Exceptions**

Example: Researchers may petition for earlier access in writing; petitions will be reviewed jointly by HARC and Congregation representative.

**APPENDIX B — COLLECTION DESCRIPTION**

**Collection Title:** [Title]

**Congregation Name:** [Name]

**Date of Agreement:** [DATE]

**1. Collection Summary:**

Provide a concise narrative description of scope, significance, content, and date range (2–4 paragraphs).

**2. Subjects / Topics**

- [List key subjects and controlled terms]
  - [List key subjects and controlled terms]
  - [List key subjects and controlled terms]
- [List key subjects and controlled terms]
  - [List key subjects and controlled terms]
  - [List key subjects and controlled terms]

**3. Notable Individuals**

- [List names]
  - [List names]
- [List names]
  - [List names]

**4. Physical Description**

Format/Material Type	Quantity	Linear/Cubic Feet	Condition Notes
Correspondence			
Manuscripts/Documents			
Photographs			
Audio recordings			

<b>Video recordings</b>			
<b>Digital media</b>			
<b>Books/Publications</b>			
<b>Artifacts/Objects</b>			
<b>Other:</b>			

**Total Extent:**            linear/cubic feet

**Total Items (approx.):**

## 5. Preliminary Inventory

List boxes, series, or major groupings of materials. A detailed inventory may be completed by repository staff after transfer.

<b>Box/Series No.</b>	<b>Description of Contents</b>	<b>Dates</b>	<b>Notes</b>

*(Attach additional pages if necessary)*



## APPENDIX C — SPECIAL HANDLING INSTRUCTIONS

List materials requiring special handling (fragile papers, oversized maps, acetate film, magnetic tapes, digital storage media), including recommended environment, required conservation steps, and handling restrictions.

Item Title	Description of Contents	Notes

### HARC NOTES:

The Repository will make every reasonable effort to accommodate these special handling requirements. However, emergency conditions or conservation best practices may require repository staff to exercise professional judgment in deviating from these instructions. The Repository is not liable for loss or damage to materials resulting from circumstances beyond its control.