

**STEWARDSHIP and GIFT AGREEMENT**  
**by and between**

---

**and**

**The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter the "DONOR"), and The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College (hereinafter "Union"), to be effective as of the date title to

---

(as more particularly described below), is conveyed to Union (hereinafter the "Donation"), and sets forth stewardship responsibilities of the remaining

---

(hereinafter the "Collection").

Whereas, DONOR have agreed that they desire store the Collection at Union; and

Whereas, Union and DONOR desire to put the terms of their agreement in writing;

Now, therefore, in consideration of the mutual promises to each other, Union and DONOR agree as follows:

1. **Description of the Donation and Collection.** This Agreement is expressly contingent upon DONOR'S transfer of title of the \_\_\_\_\_ (\_\_\_) pieces of the Donation in accordance with a Gift of Deed Agreement entered into and made effective the same date of this Agreement (see **Exhibit A**, attached hereto and made a part hereof). In exchange for this gift, Union agrees to store the Collection, which are drawings not covered under the Gift of Deed Agreement (see **Exhibit B**), in accordance with the terms contained herein.

2. **Title and Appraised Value.** DONOR hereby conveys and has delivered into the care and custody of Union the Collection. DONOR represents and guarantees that DONOR has good title to and absolute ownership of the Donation and the Collection. Should a claim be interposed by a third party disputing DONOR'S representations with respect to DONOR'S ownership of the Donation and Collection, upon being notified, DONOR shall initiate prompt action to counter and defeat the claim. The DONOR will provide Union the appraised value of the Donation and Collection.

3. **Status of Collection.** It is hereby understood and agreed that the Collection has been delivered into the care and custody of Union where it shall remain unless otherwise set forth herein; and that it is possible that parts of the Collection may thereby pass into the public domain. Notwithstanding anything to the contrary herein, Union shall be permitted, on a temporary basis, to display parts of the Collection in department building or exhibitions open to the public.

4. **Ownership of Copyright.** DONOR, or the original owner, will retain copyrights, if any, in the Collection and Union agrees that it will disclose this fact in conjunction with any use or display of the Collection and will take reasonable steps to assure that the Collection is not used in ways that infringe or impair those copyrights. Nonetheless, enforcement of copyright shall be the sole prerogative of DONOR or the original owner. DONOR shall hold harmless Union from any claim, suit, or damage arising out of any infringement, impairment, or loss of copyright interest. Should DONOR withdraw the Collection from Union's custody in accordance with this Agreement, Union, in return for the cost expended in copying and digitally preserving, shall have the right to hold and maintain on Union property a copy or copies of the Collection that will be made available for research or scholarly purposes at its discretion. Union and DONOR further agree that they may, from time to time, address other copyright ramifications or specific proposed uses of the Collection in separate agreements.

5. **Maintenance and Responsibility.** Union agrees to maintain the Collection in the condition it is received and apply standards of professional care and attention to the Collection, but it is hereby understood and agreed that Union shall: (i) not be deemed responsible for any loss or damage to the Collection except for loss or damage caused by the negligence of Union, and (ii) incur no responsibility for additional preservation, conservation and/or restoration of the Collection materials beyond their current state. The parties acknowledge that several of the \_\_\_\_\_ contained in the Collection may deteriorate over time through normal wear and tear. Union shall not be responsible to prevent any deterioration.

6. **Insurance Coverage.** Throughout the term of this Agreement, Union shall provide property insurance coverage for the Collection on an "all risk" replacement costs basis. To the extent not covered by insurance, DONOR shall bear all risk of loss to the Collection resulting from fire, flood, or other casualty. The estimated value of the Collection as of the date of this Agreement has been agreed upon by the parties and will be utilized to establish the insurance coverage amount. DONOR will cooperate with Union and insurance underwriters to maintain coverage and to resolve any claims. Union shall provide DONOR, upon request, a copy of the Certificate of Insurance evidencing that the coverage is in place and naming DONOR as an additional insured.

7. **Access by DONOR.** DONOR shall have the right to access and use the Collection being held by Union in accordance with **sixty (60) days'** advance written notice.

8. **Term.** This Agreement shall have an initial term of **five (5) years**, and thereafter shall automatically be renewed for successive terms of **five (5) years** each, until terminated by mutual written consent or as set forth in paragraph 9 below.

9. **Termination.** The parties may terminate this Agreement as follows:

- a. Union may terminate this Agreement at any time, without cause, upon not less than **six (6) months** written notice to DONOR.
- b. DONOR may terminate this Agreement without Union's consent only if:
  - (i) Union has persistently failed to carry out its responsibilities for care, custody, and control of

the Collection; (ii) the parties have attempted in good faith to develop a plan to correct such failure; and (iii) either the parties have failed to agree upon such a plan or Union has failed to implement the agreed-upon plan. In the event of a termination by DONOR, the Agreement will terminate upon **three (3) months** written notice following the conclusion of the dispute resolution process described above.

c. Upon termination under this paragraph, DONOR will bear the cost of packing and shipping the Collection for return to DONOR, and DONOR shall bear all risk of loss in the shipment to its final destination.

10. **Right of First Refusal.** DONOR will offer Union the first opportunity to accept or purchase the Collection. Union will have **ninety (90) days** to accept or decline any such offers from the date those offers are presented in writing. Union shall thereby have a first and exclusive right of refusal to the acquisition of the Collection.

11. **Indemnification.** DONOR agrees to indemnify and hold harmless Union, its trustees, employees, and agents against any liability arising from its performance of this Agreement and/or from any breach of this Agreement. Such indemnify shall include, but not be limited to, costs arising from any litigation.

12. **Notices.** Notices required to be given by either party to the other under this Agreement shall be in writing and deemed given upon delivery by hand or upon receipt by certified mail, return receipt requested to the person and address below or as changed pursuant to a notice served as prescribed by this paragraph. Such notices shall be deemed to be effective on the date when they are received by the other party.

If to DONOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Union: Attn: Scott Jones, VP for Administration & Finance  
Feigenbaum Hall  
Union College  
807 Union Street  
Schenectady, New York 12308-3103

All such addresses may be changed by notice given in accordance with this provision.

13. **Miscellaneous.**

a. **Right and Power.** Each party represents and warrants to the other party that it has full right and power to enter into this Agreement.

b. **Parties in Interest.** All of the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by and against the heirs, legal representatives, successors and permitted assigns of DONOR and Union.

c. Entire Contract. There are and were no verbal or written representations, warranties, understandings, stipulations, agreements, or promises pertaining to the subject matter of this Agreement made by either party or any agent, employee, or other representative of either party or by any broker or any other person representing or purporting to represent either party, not incorporated in writing in this Agreement, and neither this Agreement nor any of the terms, provisions, conditions, representations, or covenants contained in this Agreement can be modified, changed, terminated, amended, superseded, waived, or extended except by an appropriately written instrument specifically referencing this provision duly executed by the parties.

d. Originals. This Agreement may be executed in counterparts, each of which will be an original, and a facsimile copy showing execution shall be given the same force and effect of an original.

e. Governing Law. The laws of the State of New York shall govern the construction and interpretation of this Agreement. Any action in regard to this Agreement shall be instituted and litigated before the New York State Supreme Court, Fourth Judicial District, Schenectady County.

IN WITNESS WHEREOF, DONOR and Union have executed this Agreement as of the date set forth below their signatures.

“DONOR”

“Union”

The Trustees of Union College in the Town of Schenectady in the State of New York a/k/a Union College

by \_\_\_\_\_

by \_\_\_\_\_

name \_\_\_\_\_

name Scott Jones

its \_\_\_\_\_

its Vice President for Administration and Finance

date \_\_\_\_\_

date \_\_\_\_\_

State of New York )ss.:  
County of \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the  
year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_  
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s)  
is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person  
upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

State of New York: )ss.:  
County of Schenectady )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the  
year \_\_\_\_\_ before me, the undersigned, personally appeared **Scott Jones** personally known to me or proved  
to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument  
and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the  
individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC