AGREEMENT AND MEMORANDUM OF UNDERSTANDING

This Agreement and Memorandum of Understanding is made this ____ day of ______________, by and between the __________________________________________ Company/Camp of the Daughters of Utah Pioneers (the “_____________DUP”), the International Society Daughters of Utah Pioneers (“ISDUP”) and _______________________________, a ______________ corporation, (the “__________”).

RECITALS

1. The__________DUP and ISDUP are associations organized for the purpose of perpetuating the names and achievements of persons who came to Utah as pioneers before the completion of the trans-continental railroad in 1869.
2. The__________DUP and ISDUP are owners and collectors of pioneer artifacts which are displayed for historical, educational, and public purposes in museum open to the general public.
3. The__________DUP is the legal owner of the artifacts (the “Artifacts”) displayed in the ___________________building (the “____________Building”), maintains the Artifacts and gives guided tours explaining the historical and educational importance of the Artifacts. Under the Constitution and Bylaws of ISDUP and the ____________DUP, all Artifacts donated to the ____________DUP become the legal property of the ____________DUP and title to the Artifacts may not be returned to their former owners, sold or loaned for any purpose except as noted in the 3G under The Artifacts.
4. The__________DUP and the ___________________recognize the need and the public benefit for the ____________Building to continue to be home to the Artifacts and for the Artifacts to continue to complement the ____________Building. Based upon this interdependency of the ____________Building and the Artifacts, the parties desire to cooperate with each other in the operation of the ____________Building and the Artifacts, the parties desire to cooperate with each other in the operation of the ____________Building and the display of the Artifacts for the citizen and tourist in _______________, _______________ County, Utah.

In order to protect and preserve the pioneer heritage of the Artifacts and to continue to display the Artifacts as part of the ____________Building and to enhance the experience of visitors to the ____________Building, the parties have entered into this Agreement establishing and memorializing the duties and responsibilities of each of the parties respecting the Artifacts and the ____________Building.

NOW, THEREFORE, in consideration of the foregoing and the mutually agreed upon promises hereinafter set forth, the parties hereto agree as follows:

1. Ownership of the Artifacts. The parties agree that legal title to the Artifacts and the display cases is, in accordance with the Bylaws of the ____________DUP and ISDUP, belongs to the
It is the desire of the ______________DUP and ISDUP to continue to display the Artifacts in the _______________Building. If the ______________DUP is unable or unwilling to care for the Artifacts, ownership of the Artifacts and the cases will revert from the ______________DUP to ISDUP and ISDUP would be the successor to the ______________DUP in the ownership of the Artifacts and cases.

2. Record of Artifacts. The parties agree that it is necessary and desirable that an updated inventory of the Artifacts currently housed in the _______________Building should be immediately undertaken by the ______________DUP in order to help safeguard the Artifacts from potential loss by theft, and to preserve the history of the Artifacts.

3. Inventory of Artifacts.
   (A) The parties agree that in creating and keeping a permanent record of the Artifacts, it is necessary and desirable that the ______________DUP undertake an updated inventory of the Artifacts if a current inventory is not available. The parties desire that the Inventory of Artifacts be an accurate and updated inventory showing, to the extent possible, the following information: (a) each Artifact by name, complete description and condition; (b) its catalog number; (c) its history, if known; and (d) the donor’s name, address, and date of donation.
   (B) An Artifacts Board shall be appointed by the ______________DUP from its members. The artifacts Board shall consist of three members each of who shall have voting rights. The chairperson shall be appointed by the President of the ______________DUP. The artifacts Board shall be responsible to undertake the inventory of the Artifacts required by Paragraph 3A, shall be responsible for all decisions regarding the Artifacts consistent with the Bylaws of the DUP.
   (C) The Artifacts Board shall, using all available community resources, including, but not limited to, the list of Artifacts kept by the ______________DUP Custodian of Artifacts, and any list of Artifacts kept by the ______________DUP Custodian of Artifacts, and a list of Artifacts which may be in the files of the ______________DUP or International DUP and any list, inventory or catalog kept or undertaken by the ______________ of the Artifacts. The Inventory shall, if possible, be kept in both written and computerized form.
   (D) Upon completion of the Inventory of the Artifacts by the Artifacts Board, a copy of the Inventory of Artifacts will be: (1) attached to this Agreement and incorporated herein by reference as Exhibit “A”; (2) One copy shall be delivered to the _______________; (3) one copy shall be delivered or mailed to ISDUP, Attention: President; (4) one copy shall be retained by the ______________DUP President.
   (E) The parties agree that any new Artifacts donated for display in the _______________Building shall be added to the Inventory of Artifacts at the time of receipt or within a reasonable period of time thereafter, and copies of the updated inventory shall be delivered or mailed annually as described in Subparagraph (D) above.
   (F) The parties agree that the ______________DUP will, pursuant to the Bylaws of ISDUP, be responsible for the accessioning of all incoming acquisitions and donations of Artifacts. All incoming artifacts become the property of ______________DUP.
   (G) No Artifacts will be loaned, removed, destroyed, or de-accessioned from the ______________ Building by the Artifacts Board or any other person, except that the Artifacts which are temporarily removed from the ______________Building by the ______________DUP for
conservation or care upon providing a written record of custody showing when the Artifact was removed, the date and party who removed it, who returned it, the date of return, where the Artifact was taken for cleaning or repair, the reason for the need of removal, and a brief statement describing the cleaning or repairs which are or were made to the Artifact.

4. **Efforts to Ensure Future Display of the Artifacts.** In the event that for any reason, the __________, at some future date, is unwilling or unable to operate the __________ Building or provide a reasonable climatic atmosphere for the Artifacts, the ___________ DUP shall, at its option, have the right to find other locations in ____________ City and/or ____________ County, Utah willing to house the Artifacts where they may be appropriately displayed in a building open to the public. If no suitable location is found in ____________ City or ____________ County, the ______________ DUP may, at its option, remove and relocate all or a portion of the Artifacts to ISDUP museum is Salt Lake City, Utah, or other DUP sponsored museums who are willing to house all or portions of the Artifacts as provided in the DUP Bylaws.

_______________________________ RESPONSIBILITIES

5. **Ownership of ________________ Building.** The parties acknowledge that the ____________ Building real property and the improvements constructed thereon located in ____________, Utah is owned by ____________________.

6. **Operation of the ______________________ Building.**
   (A) Under the sole direction and supervision of ________________, ______________ shall be responsible for:
   (1) Repairing, maintaining and replacing the fixtures and facilities of the _______________ Building, including the interior and exterior, but not limited to the _______________ Building grounds, (building signage, window, landscaping, parking lots, light bulbs, ultra-violet light film screening on the lights, carpets and drapes and/or blinds where applicable) consistent with reasonable standards, all utilities and snow removal along the sidewalks, stairs, parking areas, and entry ways form the street to the sidewalk.
   (2) Providing external security for the _______________ Building and interior security devises to protect the Artifacts contained therein from theft and vandalism. If the _______________ Building will be used jointly by both parties, when the _______________ Building is open to the public at house other than those mutually agreed upon pursuant to the provisions of Paragraph 9 or is open for special use by the _______________, the _______________ shall be responsible to provide staff personnel who will, in addition to their other duties, be responsible for the security of the Artifacts. Likewise, when the _______________ Building is open to the public and staffed by the _______________ DUP, the _______________DUP shall be responsible to provide staff personnel who will, in addition to their other duties, be responsible for the security of the Artifacts. Likewise, when the _______________ Building is open to the public and staffed by the _______________ DUP, the _______________DUP shall be responsible to provide staff
personnel who will, in addition to their other docent duties, be responsible for the security of the Artifacts.

(B) The ______________ shall have responsibility for the care of the ____________ Building.

7. Repair and Maintenance. The parties agree that the ______________, at its sole expense, shall be responsible for repair, maintenance, replacement, and operation of the ____________ Building and may close it in its discretion for necessary repairs and maintenance. The ________ shall provide the _____________DUP with reasonable advance notice of these closures. The ____________DUP shall be provided duplicate keys to the doors within the ____________ Building so that they may have access to the Artifacts at all times.

8. Insurance. The ________ shall provide fire and liability insurance for the ____________ Building. The _____________DUP shall be named as an additional insured for liability purposes only. The ____________ shall not be responsible to provide insurance coverage on the Artifacts owned by the _______________DUP.

____________________DUP RESPONSIBILITIES

(A) The ______________DUP will provide museum guides or docents to explain the Artifacts to visitors in the ____________ Building. The ______________DUP shall determine the hours of operation open to the public.

10. Training of Guides. The ___________DUP agrees to train the museum guides or docents so that they understand the historical importance of the Artifacts and can provide tours of the Artifacts on display in the ________________ Building.

11. Accuracy of Information. It is very important that all information displayed regarding the Artifacts be accurate. If any party has cause to believe that any of the signs describing the Artifacts are not correct or contain erroneous information, the ____________DUP will verify and make any correction necessary.

12. Museum Mission Statement of DUP. All parties recognize that ISDUP has adopted all the following mission statement and acknowledge the validity thereof:

The International Daughters of Utah Pioneers museums mission is to collect, preserve, and display the Artifacts belonging to the Utah Pioneers who settled the Territory of Deseret from 1847 to May 10, 1869. The open storage policy and donor based evaluation of artifacts, establish collections which represent the entire pioneer community; and which serve as easily accessible education/research facilities for both descendants and the greater community.

13. Open Storage Policy of DUP. All parties recognize that the ________DUP and ISDUP have historically followed an “Open Storage” policy in respect to the acquisition, donation and display of Artifacts acquired by the ___________ DUP and ISDUP. Under an “Open Storage” policy, all Artifacts donated to the ____________ DUP and ISDUP have adopted the following Open Storage Policy:
(A) DUP museums are donor oriented facilities. Donors contribute Artifacts to the DUP so their descendants will have an opportunity to view the family Artifacts when they visit the museum. ISDUP sets the collection guidelines and permits donors to determine whether or not the artifact is of significant importance to be donated.

(B) Descendants of any pioneer can gain better understanding of their ancestors through viewing their person Artifacts.

(C) DUP museums interpret the lives of all the pioneers not just the religious or political aristocracy of the pioneer period.

(D) DUP museums interpret the whole pioneer community with all its subtleties, complexities and contradictions.

(E) DUP museums serve as repositories for persons who want their artifacts both preserved and displayed.

(F) The visitors determine which Artifacts are important for them to see.

(G) DUP museums serve as visually accessible research facilities for all.

MISCELLANEOUS PROVISIONS

14. Notices. All notices, demands, requests and other writings require or permitted to be given hereunder shall be deemed duly given if personally delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

__________DUP: ________________ Daughters of Utah Pioneers
Attention: ________________Company President
(Address)
(City)

International DUP: International Society of the Daughters of Utah Pioneers
Attention: President and Museum Director
300 North Main
Salt Lake City, UT 84103

__________ (Organization) Title
Organization
Address
City, State, Zip + 4
Any Party shall have the right to specify in writing in the manner above provided, another address to which subsequent notices or writings to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed in the manner provided above.

15. **Term of Agreement.** The term of this Agreement shall be for a period of twenty (20) years. Additional extensions beyond the twenty (20) year term may be arranged by the mutual consent of the parties.

________________DUP
By_____________________
Company President
By_____________________
Responsible Camp/Co. Officer

INTERNATIONAL DUP
By_____________________
President
By_____________________
Museum Director
(Organization)
By_____________________

ATTEST:
By_____________________
Recorder/Notary