

APPENDIX B

AGREEMENT Between MAY MEMORIAL UNITARIAN-UNIVERSALIST SOCIETY and SYRACUSE UNIVERSITY

This agreement between SYRACUSE UNIVERSITY, Syracuse, New York (Syracuse), and MAY MEMORIAL UNITARIAN-UNIVERSALIST SOCIETY (MMUUS) is executed in order to organize, preserve, and make accessible to future generations the archives of MMUUS (Archives).

MMUUS hereby designates Syracuse as the official repository for its Archives (i.e. historical and noncurrent records). MMUUS records transferred to Syracuse are subject to this Agreement and become the property of Syracuse; however, MMUUS retains all literary rights it possesses in said records unless specifically given to Syracuse.

The parties agree to the following terms and conditions:

TERMS

1. MMUUS, owner of the Archives hereby being transferred, shall:
 - a. develop a records retention schedule and determine the frequency and content of shipments of Archives to Syracuse.
 - b. prepare a directory of file titles to accompany each shipment of Archives and serve as Syracuse's accession listing.
 - c. assume all costs of transfer of its materials to Syracuse.
 - d. not destroy existing major groups of Archives records without permitting Syracuse to exercise an option of selecting historically important records for transfer to Syracuse at its expense. Current vital records must be kept by MMUUS. Copies of historical vital records (such as articles of incorporation) should also be kept by MMUUS.
2. Syracuse shall:
 - a. take all necessary and proper steps to maintain and preserve these records including storage of Archives under environmentally-controlled conditions.
 - b. provide access from time of receipt of such Archives to MMUUS staff and to members in good standing on an "as needed" basis and at a mutually agreeable time.
 - c. maintain appropriate finding aids, guides, etc. to the MMUUS Archives to ensure comprehensive, efficient, and timely access to the Archives by ASF staff and qualified researchers. After creation of a base inventory of the Archives, periodic shipments will be accessioned using MMUUS listing of files (see 1. b. above) and an updated, integrated inventory prepared at five-year intervals. Catalog records for the Archives will be entered into appropriate national databases and union catalogs and updated as necessary.
 - d. permit access to The Archives by qualified researchers, MMUUS staff, and members in good standing, Monday through Friday from 9:00 a.m. to 5:00 p.m., in accord with Syracuse's policies and procedures governing use of special collections materials.
 - e. permit access to the Archives by MMUUS staff each week, Monday through Friday from 9:00 a.m. to 5:00 p.m., and provide priority retrieval and photoduplication services to MMUUS at cost.
 - f. instruct all individuals using the Archives that they shall assume personally all liability in any legal action and/or court judgments arising from use of the Archives.
 - g. not transfer these records/materials/archives or assign its responsibilities under this agreement without first offering to return all the above materials to MMUUS.

This agreement can be amended only by mutual consent of the parties.

This agreement allows for either party, with due cause, to enter into negotiation providing for the termination of the Agreement; however, should the Agreement be terminated, Archives received by Syracuse under this Agreement will remain Syracuse's property.

This Agreement shall be reviewed by both parties every five years, beginning in 2000,

Dated: 7 July, 1995

FOR MAY MEMORIAL U-U SOCIETY:

Roger Thielig
Name

President
Title

FOR SYRACUSE:

Mark F. Wass
Name

Curator
Title