

APPENDIX B: Government Records Depository Agreement

Use this model agreement to create an agreement between a government agency and a repository other than the State Archives. Refer to *Appendix A* in these guidelines for requirements and instructions of such a transfer.

GOVERNMENT RECORDS DEPOSITORY AGREEMENT

This **AGREEMENT** is entered on the last day of execution below between the [LOCAL UNIT OF GOVERNMENT], the [LOCAL/COUNTY HISTORICAL SOCIETY], and the Minnesota Historical Society, and is made for the purpose of the transfer of [NAME OF RECORDS].

RECITALS

Whereas, the following facts support this Agreement:

- A. The government officials of [LOCAL UNIT OF GOVERNMENT] have prepared and maintained [NAME OF RECORDS], dated [DATE RANGE OF RECORDS] as official records, as required by Minnesota Statutes Chapter 15.17.
- B. Pursuant to Minnesota Statutes Chapter 138.161 through 138.25, the Minnesota Historical Society administers the State Archives and may accept government records as a gift.
- C. The [LOCAL/COUNTY HISTORICAL SOCIETY] is prepared to take custody of the [NAME OF RECORDS], dated [DATE RANGE OF RECORDS], to preserve and maintain them for future research.
- D. All parties desire to preserve the [NAME OF RECORDS], dated [DATE RANGE OF RECORDS], for future research and their historical value.

NOW, THEREFORE, it is hereby agreed by and between the parties:

- A. That [LOCAL UNIT OF GOVERNMENT] will donate the [NAME OF RECORDS], dated [DATE RANGE OF RECORDS], as a gift to the [LOCAL/COUNTY HISTORICAL SOCIETY].
- B. It is further agreed that the [LOCAL UNIT OF GOVERNMENT] shall transfer custody of the [NAME OF RECORDS], dated [DATE RANGE OF RECORDS], to the [LOCAL/COUNTY HISTORICAL SOCIETY] to be kept and managed in accordance with the requirements of law and subject to the following conditions:

1. CUSTODY. Custody of the records will be transferred to the [LOCAL/COUNTY HISTORICAL SOCIETY].
2. REVERSION OF CUSTODY. The records will not be transferred to the custody of another institution without authorization from [LOCAL UNIT OF GOVERNMENT] and

from the Minnesota Historical Society. If the [LOCAL/COUNTY HISTORICAL SOCIETY] seeks to relinquish custody of the records and its depository rights, it will notify the [LOCAL UNIT OF GOVERNMENT] and the Minnesota Historical Society, in writing, of its intent to destroy or otherwise dispose of the records. Within 90 days of receiving such a notice, the [LOCAL UNIT OF GOVERNMENT] and the Minnesota Historical Society shall advise the [LOCAL/COUNTY HISTORICAL SOCIETY] in writing as to whether or not the records may be destroyed or otherwise disposed of.

3. PUBLIC USE. The records will be available for public use during normal business hours, and access to the records will be provided subject to Minnesota Statutes Chapter 138.17, and Chapter 13 (Minnesota Government Data Practices Act).
4. STORAGE. The records will be placed in a storage area that meets archival storage guidelines as recommended by the Minnesota Historical Society.
5. DISPLAY. The records may be used by the [LOCAL/COUNTY HISTORICAL SOCIETY] or Minnesota Historical Society for display purposes, provided that standard security precautions are followed in regard to the display.
6. RELEASE OF INTEREST. The undersigned do mutually agree and acknowledge that [LOCAL UNIT OF GOVERNMENT] shall release all interests therein and shall give over to the [LOCAL/COUNTY HISTORICAL SOCIETY] the [NAME OF RECORDS], dated [DATE RANGE OF RECORDS], for the purpose of research.
7. REPRODUCTION OF RECORDS. The [LOCAL UNIT OF GOVERNMENT] agrees that the records or any part thereof may be reproduced by the [LOCAL/COUNTY HISTORICAL SOCIETY] at any time without compensation to the [LOCAL UNIT OF GOVERNMENT].
8. COSTS. The [LOCAL UNIT OF GOVERNMENT] shall pay no costs associated with the maintenance, retrieval, or storage of the records. The [LOCAL/COUNTY HISTORICAL SOCIETY], in accepting custody, care, and control of said records, accepts no liability related to the condition, completeness, maintenance, and use of the records; the [LOCAL/COUNTY HISTORICAL SOCIETY] accepts only the costs related to the physical storage of the records as an archival repository.
9. GUIDELINES. The [LOCAL/COUNTY HISTORICAL SOCIETY] and the [LOCAL UNIT OF GOVERNMENT] agree to follow all guidelines issued by the state Records Disposition Panel and the Minnesota Historical Society governing the disposition of government records to other repositories (*Appendix A*).

C. It is further agreed that each party shall work cooperatively to assure the continued preservation of the [NAME OF RECORDS] as official records.

Dated: _____ [LOCAL UNIT OF GOVERNMENT]

By _____

By _____

Dated: _____ [LOCAL/COUNTY HISTORICAL SOCIETY]

By _____

By _____

Dated: _____ MINNESOTA HISTORICAL SOCIETY

By _____

By _____