

A G R E E M E N T

WHEREAS, the City of Tulsa, Oklahoma, a municipal corporation, is the owner of the Thomas Gilcrease Institute of American History and Art, hereinafter referred to as "INSTITUTE", and The University of Tulsa, a non-profit corporation of the State of Oklahoma, hereinafter referred to as "UNIVERSITY", wish to enter into an agreement for the temporary receipt of certain archaeological artifacts owned by UNIVERSITY.

NOW, THEREFORE, the CITY and UNIVERSITY do hereby agree as follows:

1. UNIVERSITY shall provide for the transfer of temporary possession and control of certain archaeological materials, described as Spiro Culture Material, more particularly described in Appendix A, for a term of not less than fifty (50) years, unless such loan shall be terminated as provided in paragraph 6 below.

2. Title of the materials described in Appendix A shall remain with UNIVERSITY, but while under the care of INSTITUTE, INSTITUTE shall take all normal precautions for the care and safeguarding of the materials described hereinafter.

3. Due to the extended residency of the contemplated items within INSTITUTE, the materials will be assigned standard Institute registry numbers, noting that permanent ownership is retained by UNIVERSITY.

4. The material is to be mutually accessible for qualified researchers of both UNIVERSITY and INSTITUTE, or non-affiliated scholars approved by both parties to this instrument.

5. Exhibition usage, preservation, protection and research access will be controlled by INSTITUTE.

6. Upon the happening of any of the following events, CITY will cause possession and control of said archaeological materials to be redelivered to the UNIVERSITY at a point designated by UNIVERSITY in the City of Tulsa:

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(a) If the City for any reason shall determine that it no longer wishes to retain possession and control of said materials;

(b) If INSTITUTE shall fail to care for and safeguard the materials in a reasonable manner;

(c) If qualified researchers or scholars authorized by or affiliated with UNIVERSITY shall unreasonably be denied access to said materials;

(d) If the City of Tulsa, Oklahoma, a municipal corporation, shall cease to be the owner of the INSTITUTE.

IN WITNESS WHEREOF, the parties have executed this Agreement at Tulsa, Oklahoma, this 19th day of August, 1975.

CITY OF TULSA, OKLAHOMA,
a municipal corporation

By Robert J. Le Fortune
Mayor

ATTEST:

Francis J. Campbell

City Auditor

APPROVED:

W. H. Walds J. Bales
City Attorney

S. C. [Signature]
Vice Chairman of the Park and Recreation Board, Acting for the Board of Trustees of the Institute

THE UNIVERSITY OF TULSA,
a non-profit corporation

By J. Archibald Lynam