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## **Lesser Slave Lake Indian Regional Council Treaty & Aboriginal Rights Research Program (LSLIRC TARR) DONOR AGREEMENT POLICY**

### **1. General**

The following describes the terms and conditions for the donation of material to the LSLIRC TARR Program Archives. The Archives welcome all inquiries from potential donors. Please direct these inquiries to the Archivist (780)-849-9360, [tarrarchivist@gmail.com](mailto:tarrarchivist@gmail.com).

### **2. Acceptance Guidelines**

- 2.1 Potential donors are welcome to consult the **LSLIRC TARR Acquisition Policy**, which discuss the mission statement and mandate of the Archives.
- 2.2 **Material that will not be accepted:**
  - 2.2.1 Material falling outside the acquisition scope set by the LSLIRC TARR Acquisition Policy.
  - 2.2.2 Material that has limiting conditions or restrictions, unless agreed upon and approved by the Archivist at the time of submission.
  - 2.2.3 Material requiring purchase. The Archives will only purchase material in exceptional cases.
  - 2.2.4 Material duplicating records already contained in the Archives.
  - 2.2.5 Material in poor condition at the time of submission, such as pest infestation, mould, mildew, or any other damage affecting the informational or historical value of the material or other material in the Archives.

### **3. Terms of Acceptance:**

- 3.1 All material is acknowledged and accepted only after prior discussion and assessment with the Archivist.
- 3.2 All material must be accepted with a **Donor Agreement Form** (see pg. 3).
- 3.3 The Donor Agreement Form states that the donor transfers legal ownership and, possibly, other intellectual property rights of the material to the Archives. This form also allows for the stipulation of specific and limited access or use restrictions agreed to at the time of donation.
- 3.4 Processing time for donations will be dependent on the schedule of the archivist. Where possible, material should be organized and submitted with an item list.

- 3.5 Only material considered appropriate will be accepted and retained from the date of submission.
- 3.6 All donated material is associated with the donor. A donor who wishes for their identity to remain anonymous with the donated acquisition should note this on the Donor Agreement Form.
- 3.7 A donor who requests a tax appraisal should note this on the Donor Agreement Form.

#### **4. Disposal of Unwanted Material:**

- 4.1 Material will be disposed of in an appropriate manner set by the archivist.
- 4.2 Donors who would like to pick up material marked for disposal by the archives should note this on the Donor Agreement Form.

#### **5. Monetary Appraisal Guidelines:**

- 5.1 Tax receipts will be issued for donations of material appraised at \$100 or more.
- 5.2 Please note that appraisals will be conducted at arms-length from the donor and be for the fair market value of the material.
- 5.3 The archivist is authorized to determine the appraisal value of material under \$1000.
- 5.4 An external Appraiser will be consulted for the material appraised at more than \$1000 dollars.
- 5.5 Appraisals conducted by the Archives are considered final. However, an external Appraiser initiated by the Donor will be acknowledged after the fact at the expense of Donor.

#### **6. Purchases from a private individual:**

- 6.1 Please note that the Archives has a limited budget for purchasing material. In exceptional cases, purchasing archival material, as well as published material relevant to TARR Acquisition Policy will be considered.
- 6.2 All inquiries regarding purchases should be directed to the Archivist.

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#### **References:**

University of Victoria's Gift Policy (Archival & Manuscript Collections) Website, accessed on July 13, 2013 [http://library.uvic.ca/policies/gifts\\_arc\\_sc.html#5Apprais](http://library.uvic.ca/policies/gifts_arc_sc.html#5Apprais)



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**LSLIRC TARR Program Archives  
DONOR AGREEMENT FORM:**

Accession no: \_\_\_\_\_ (to be filled by the Archivist)

**Description of Archival material:**

**Date Material received:** \_\_\_\_\_.

**Terms and Conditions (if necessary):**

**Copyright Interests:**

I hold the copyright in some or all of the donated materials. Please indicate below the materials for which you hold copyright and the nature of your copyright control, e.g., solo/joint owners, heirs, literary executors and trustees.

I do not hold copyright in any of the donated materials.

To the best of my knowledge, the copyright is held by:

Name:

Address:

Telephone:

Email Address:

Name:

Address:

Telephone:

Email Address:

Copyright Conveyance:

If you wish to transfer to the Archives any copyright<sup>1</sup> you hold in the above-named materials, subject to the limitations stated below, if any, please initial here: \_\_\_\_\_

**Limitations (if necessary):**

If you do not wish to transfer copyright, but give permission for the Archives to make copies and scans of the materials for digital and physical display to the public, as well as for research and private study, please initial here: \_\_\_\_\_

**Tax receipt:**

I understand that if a tax receipt is issued for the donation, it will be for the fair market value of the materials retained. The Archives estimate of value is final and not subject to negotiation.

I request an evaluation of my donation, and an official receipt issued for income tax deduction: Yes \_\_\_\_ No \_\_\_\_\_

If you wish to hire an external Appraiser, the Archives will acknowledge the external appraisal. However, the hiring arrangement and expense will be the responsibility of the Donor.

If the donated material is deemed inappropriate by the Archives, at any time after the date of the donation, the Archivist has the right to dispose the material in an appropriate manner set by the Archives.

**Agreement:**

I represent and warrant that I am the sole owner of the materials described above and that I have full right, power and authority to give the materials to the TARR Archives. I have received an explanation of all terms and conditions of this Donor Agreement and agree to them as indicated by my signature:

\_\_\_\_\_  
Donor of material

\_\_\_\_\_  
Date

<sup>1</sup> Once Copyright is given by the Donor, the Archives are assigned legal ownership and intellectual property rights to the material.

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Archivist

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Date