

CONDITIONAL LOAN AGREEMENT

THIS AGREEMENT is made between the Parris Island Museum, Marine Corps Recruit Depot, Parris Island, South Carolina, 29905, (the Lender), and

South Carolina Institute of Archaeology and Anthropology (SCIAA)
University of South Carolina
1321 Pendleton Street
Columbia, South Carolina 29208
(the Borrower)

This loan agreement replaces Conditional Loan Agreement #908, previously signed by HQMC, Museum Branch and SCIAA.

PURSUANT TO MCO P5750.1G and in accordance with 36 CFR 79.10, the Lender hereby loans the Borrower the following U.S. Marine Corps Museum property:

Any and all archaeological material recovered by SCIAA from Federal property on Marine Corps Recruit Depot, Parris Island, and specifically, all collections recovered from the Charlesfort-Santa Elena National Historic Landmark.

Period Of Loan:

This loan cover the period beginning 15 July 2008 and ending 31 July 2010, with the option for renewal. It is understood this is a conditional agreement subject to the terms attached and that these conditions constitute consideration for this agreement:

For the Lender

For the Borrower



Director, Parris Island Museum

Name

Cultural Resource Manager

Title Director

Date 15 July 2008

Date July 16, 2008

LOAN CONDITIONS STATEMENT

Authority

The loan of this collection is authorized under provisions set forth in P5750.1G and 36 CFR 79.10(b) and is undertaken to enable the continued analysis and research of archaeological materials for scientific and/or educational use.

Jurisdiction, Ownership, Crediting

The collection covered by this loan encompass the sum of all archaeological materials excavated by SCIAA researchers over the span of several decades as documented in numerous catalogs and reports. All material remains the property of the United States Marine Corps. Any exhibits or publications which use this materials shall acknowledge the United States Marine Corps as the owner or administrator of the collection. Copies of any resulting publications shall be provided to the Federal Agency via the Parris Island Museum.

Financial Responsibilities and Costs

This loan shall be executed with the express understanding that no cost shall be incurred by the Lender in relation to the loan. All costs, including curation fees if any, transportation costs (both to and from the Lender), packaging, etc. shall be the sole responsibility of the Borrower. Any costs for artifact conservation or reconstruction that go beyond that called for in the Scope of Work or contract which generated the excavation of the material shall be borne by the Borrower unless specific arrangements have been mutually agreed upon with the Lender.

Use of the Collection

The Borrower is provided the loan of the collection for the primary purpose of analysis and research. Public display is permitted if done in accordance to established levels of protection to ensure the safety of the artifact(s), and that such display in no way endangers the artifact(s) preservation. Furthermore, the U.S. Marine Corps will be credited in any display text or related publications illustrating the artifacts. Any outside requests for use of materials for display shall be directed to the Lender.

Additional Borrower Responsibilities

The Borrower agrees not to alter, damage or destroy objects in the collection unless the Federal Agency Official determines that such use is necessary for scientific studies or public interpretation, and the potential gain in scientific or interpretive information outweighs the potential loss of the object. When possible, such use should be limited to unprovenienced, nonunique, nonfragile objects, or to a sample of objects drawn from a larger collection of similar objects.

The Borrower shall handle the collection in a scientifically responsible manner, in accordance with established guidelines as set forth by state and federal offices, and will not damage or reduce the scientific, educational, religious or cultural value of the collections.

The Borrower shall provide the Federal Agency copies of administrative records that document approved scientific, educational and religious uses of the collection.

The Borrower agrees to curate the material in a careful and prudent manner, and to protect, display, and conserve them in accordance with federal standards for the curation or preservation of archaeological materials.

The Borrower shall permit access to the collection or inspection of the curation facilities upon request, to the Lender or the Lender's agent.

Conditions for Termination of the Loan

All agreements shall remain in force during the term of the loan. Should the Borrower fail to abide by all of the agreements, the loan may be terminated and the Borrower shall be caused to return the collection to the Lender, and will pay for costs associated with the return of the material. Should the Borrower wish to terminate the loan, the Borrower must notify the Lender in writing at least 90 days prior to the physical return of the materials. Additionally, the Borrower shall return the collection in a manner in compliance with 36 CFR 79, ready for transfer to a federal collection repository. Documentation and catalogs pertaining to the collection must accompany the return of the objects.

THIS CONDITIONAL LOAN AGREEMENT is binding on the Borrower, its successors, transferees, and assignees.