

MANAGEMENT AND OPERATING AGREEMENT

BETWEEN:

Katherine M---- & Chrisanne C-----

(hereinafter referred to as "The Owners")

OF THE FIRST PART

- and -

La Société Vieille Maison

(hereinafter referred to as the "Society")

OF THE SECOND PART

WHEREAS THE OWNERS is the owner of the La Vieille Maison ("the Museum") located at 44°11'26.14"N 66° 9'26.38"W, Civic 8312 Highway #1, the parcel identified as PID 30071336;

WHEREAS THE OWNERS wish to encourage and facilitate the it's conservation and preservation;

AND WHEREAS the Society wishes to preserve, conserve, curate and make available to public display the Museum and associated records related to the heritage of Meteghan and area;

AND WHEREAS the Society is a community based non-profit organization incorporated under the Societies Act of Nova Scotia, whose members and directors receive no financial benefit from their participation;

IN CONSIDERATION of the mutual conditions and covenants contained herein and the provision of other valuable consideration, receipt of which is acknowledges, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Definitions.

When used in this Agreement, the following terms shall have the following meanings:

- 1) "Board" means the Board of Directors of the Society;
- 2) "Commencement Date" means April 1st 2022;
- 3) "Collection" means the ascended body of material as further defined in Appendix A;
- 4) "Collection Database" means the records that support the provenance of the Collection, including but not limited to ownership information, artifact history, legal documentation, and photographs;
- 5) "Facilities"/"the Property" means the lands and structures owned by THE OWNERS known as:
 - a) La Vieille Maison located at 44°11'26.14"N 66° 9'26.38"W,
Civic 8312 Highway #1, the parcel identified as PID 30071336;
- 6) "Fiscal Year" means the annual period ending on March 31st;
- 7) "General Maintenance" includes household maintenance such as interior cleaning, gardening, snow removal, lawn maintenance and waste removal
- 8) "THE OWNERS" means those names listed by the Registrar of Deeds as those owning clear Title;
- 9) "THE OWNERS Liaison" means the THE OWNERS representative and liaison with the Society, or his or her designate;
- 10) "Revenue" means all monies, proceeds, funds and revenues of every nature and kind received by the Society in respect of the Facilities whether by way of fees paid for services provided in or from the Facilities, or any part thereof, or by way of grants, gifts, sponsorships, bequests, donations; or any monies or proceeds derived by the Society under any valid license of the Society to operate any form of lottery scheme; or from any fund raising program or through any third party fee-for-service agreements;
- 12) "Society" means La Société Vieille Maison, a not-for-profit historical society incorporated under the Societies Act of Nova Scotia;

2. PURPOSE

2.1 The purpose of this Agreement is to formalize the terms and conditions by which the Society will operate the Facilities and support the management of the Collection.

2.2 THE OWNERS will maintain direct management of the and remains the governing body responsible for the Collection's direct care and control and as such may assign said care.

2.3 THE OWNERS hereunto assign the management of the Facilities and the Collection's direct care and control, or any aspect thereof, to the Society.

3. TERM and TERMINATION

3.1 Term.

This Agreement shall begin on the Commencement Date and shall continue in force, unless earlier terminated as set out in sections 3.2 or 3.3, for a period of 5 years.

3.2 Termination for Any Reason.

This Agreement may be terminated by either party for any reason whatsoever upon six (6) months' written notice to the other party. Termination of this Agreement does not release either of the Parties from any obligations which accrued while the Agreement was in force.

3.3 Termination for Breach.

In the event of a default by the Society, THE OWNERS shall give written notice of the default to the Society, and the Society shall remedy the default to the satisfaction of THE OWNERS within fourteen days of receipt of the notice. Should the Society not remedy the default to the satisfaction of THE OWNERS within fourteen days, THE OWNERS may terminate the agreement. Termination of this Agreement does not release either of the Parties from any obligations which accrued while the Agreement was in force.

3.4 Dissolution.

In the event the Society is dissolved, the Facilities will immediately return to the direct care and control of THE OWNERS. The Collection is and remains the sole property of THE OWNERS.

4. AUTHORITY

4.1 THE OWNERS hereby appoints the Society, as an independent contractor, to develop, manage, promote, operate and administer the Facilities as a museum and to support the management of the Collection for the Term and on the terms and conditions set out in this Agreement, and the Society hereby accepts such appointment and agrees to exercise the powers and authority set out in this Agreement in a competent, efficient and economical manner.

4.2 The Society shall have full responsibility for the conservation, development, management, promotion, operation and administration of the Facilities as a museum in accordance with and subject to the terms and conditions of this Agreement except and to the extent otherwise determined by THE OWNERS and as communicated in writing to the Society.

The Society shall support the management of the Collection through the implementation of policies, museology practices, and work plan. The Society shall perform its duties and exercise the powers and authorities set out in this Agreement in a competent, efficient and economical manner subject to the directions from time to time of THE OWNERS, which directions shall not be in contradiction with the terms of this Agreement.

4.3 In furtherance of its work with the Collection, the Society will provide THE OWNERS with shared access to the Collection database.

4.4 THE OWNERS shall execute and provide to the Society any document or other evidence which may be reasonably required by the Society to demonstrate to third parties the authority of the Society as set out in this Agreement.

4.5 The Society shall operate the Facilities in compliance with all applicable laws and policies to ensure the safety of all persons present in the Facilities and to preserve the Facilities, ensuring their value does not diminish, and take all reasonable steps to safeguard the Facilities and any assets associated with the Facilities.

4.6 Limitation of Authority.

Unless expressly authorized by prior written direction or approval of THE OWNERS, the Society shall not have the authority to do any of the following:

- 1) Obtain loans for the Facilities or THE OWNERS, whether secured or unsecured, or give grant options, rights of first refusal, deeds of trust, mortgages, pledges, security interests, or otherwise encumber the Facilities or any portion thereof or any interest of the THE OWNERS therein, or obtain replacements of any mortgage or mortgages;
- 2) Prepay in whole or in part, refinance, increase, modify, consolidate or extend any obligation affecting the Facilities or any portion thereof, except to the extent contemplated and approved in writing by THE OWNERS;
- 3) Cause THE OWNERS to extend credit or to make loans or become a surety, guarantor, endorser or accommodation endorser for any person, firm or corporation;
- 4) Cause THE OWNERS to enter into any contracts with respect to the Facilities;
- 5) Sell, exchange or convey the Facilities or the Collection or any portion thereof;
- 6) Release, compromise, assign or transfer any claim, right, or benefit of the THE OWNERS, except with the written authorization of THE OWNERS;
- 7) Allow a default judgement to be entered against the Facilities or any assets associated with the Facilities;
- 8) Modify, change or amend, in any material way, any drawings, maps, plans or specifications prepared for or in connection with the Facilities;
- 9) Grant easements or other property rights in the Facilities;
- 10) Purchase or sell any real property, including the Facilities or any part thereof, on behalf of THE OWNERS;
- 11) Damage, destroy, or alter any part of the Collection or the Collection Database; or
- 12) Commence any litigation related to its operation or management of the Facilities without first consulting with the THE OWNERS Liaison.

5. ROLES AND RESPONSIBILITIES

6.1 THE OWNERS Liaison.

THE OWNERS shall designate the THE OWNERS Liaison to be THE OWNERS's contact with the Society with respect to the operation of the Facilities. The THE OWNERS Liaison is accountable to ensure that the Society and THE OWNERS are operating the Facilities in accordance with this Agreement.

The THE OWNERS Liaison is entitled to receive the agenda and meeting minutes of the Society's board and committee meetings, and to attend as required, with permission to attend meetings not to be unreasonably withheld.

6.1.1 Duties of the THE OWNERS Liaison.

To ensure the Society is able to fulfill its mandate of operating the Facilities, the THE OWNERS Liaison shall:

- 1) review annual reports and provide feedback to the Society at minimum once every three (3) years;
- 2) review and respond to issues related to the Facilities or Society operation which require the approval of THE OWNERS; (Ei: We don't do anything big without telling you.)
- 3) inform with the Society before policies or capital projects specifically impacting the operation of the Facilities are implemented; (Ei: You don't do anything big without telling us.)
- 4) meet with the Society at minimum once every three (3) years, either in person, via conference call or other means of electronic communication to share information and discuss issues related to the operation of the Facilities; and
- 5) respond to requests from the Society in a timely manner and develop a plan of action to allow for effective operation of the Facilities by the Society Board and staff.

6.3 Duties of the Society.

As the operator of the Facilities and a partner in the preservation of the Collection, the Society is responsible to:

- 1) operate the Facilities on a day-to-day basis;
- 2) provide heritage programming and exhibits in the Facilities;
- 3) implement the work plan for the Collection,
- 4) implement all policies developed or approved by THE OWNERS with respect to the Collection and the Facilities;

- 5) develop and maintain the La Vieille Maison museum website;
- 6) submit reports to THE OWNERS Liaison, in accordance with this Agreement, and in addition to any other reporting periods determined by THE OWNERS from time to time;
- 7) follow Facility winterization process as directed by THE OWNERS, in accordance with a schedule developed by THE OWNERS in consultation with the Society;
- 8) make written recommendations to the THE OWNERS regarding THE OWNERS's potential accession/deaccession, repatriation, loan or conservation treatment of any items of the Collection;
- 9) provide staff and volunteers to ensure oversight and effective operation of the Facilities;
- 10) provide all digital and hard copy Collection records for migration and reconciliation of database;
- 11) assist members of the public in responding to research requests;
- 12) respond to requests from THE OWNERS related to the Collection or Facilities. Requests shall be responded to within two weeks and a plan of action developed;
- 13) provide timely notice to THE OWNERS on any issues which affect the Collection and THE OWNERS Liaison on issues related to the facilities.

7. FINANCES

7.1 Revenues.

Any and all revenues derived from any and all activities within or under the auspices of the Society are the property of the Society, and shall be used exclusively for the operation, promotion, development, administration, and management of the Facilities as a museum, including any federal or provincial government funding received by the Society for the operation of a museum. THE OWNERS and the Society agree that the Facilities shall be operated in a prudent and fiscally responsible manner and meet the needs of the community at large.

8. RESPONSIBILITY FOR COSTS

8.1 Society.

Except where otherwise stated in this Agreement, the Society shall be responsible for and agrees to pay all costs associated with the conservation, management, operation, and administration of the Facilities in accordance with and subject to the terms and conditions of this Agreement, including, but not limited to, the following costs:

- 1) staffing (employees and volunteers);
- 2) programming;
- 3) on site supplies;
- 4) permits and licenses; and
- 5) general maintenance.
- 6) capital repairs to the Facilities;
- 7) utilities for the Facilities;
- 8) Municipal taxes as described in 8.2

8.2 Municipal Taxes

Executing payment of Municipal Taxes remains the responsibility of THE OWNERS.

It is the Society's responsibility to make every reasonable effort to reduce the financial taxation burden, including but not limited to, reimbursing THE OWNERS of Municipal taxation, subject to the Society's financial capacity to do so.

The Society shall, as part of its operational mandate,

- 1) engage in lobbying to strike the property from Municipal taxation as a cultural asset.
- 2) engage in fundraising efforts to reimburse annually, in part or in whole, said taxes

The Society may, upon direction of THE OWNERS, directly execute payment of the Municipal Taxes.

9. ASSETS

9.1 Property of THE OWNERS.

The Collection, and all buildings, equipment, and infrastructure managed and administered by the Society on behalf of THE OWNERS, shall continue to be the property of the THE OWNERS, except those items that are on deposit, consignment or loan to the Museum. Upon termination of this Agreement by expiration or otherwise, the Society shall return or turn over possession of the same to THE OWNERS.

9.2 All equipment, supplies, facilities and materials located in or purchased for the Facilities or the Collection by the Society at any time, and all records, reports, books of account and other documents and materials relating to the operation and maintenance of the Facilities or the Collection shall be and remain the property of THE OWNERS and will be made available to THE OWNERS for inspection at during regular business hours or otherwise, upon reasonable request.

10. REPORTING

10.1 Annual Reports.

The Society shall provide an Annual Report to the THE OWNERS Liaison no later than 60 days after Fiscal Year end, including the following components:

1) Financial Reporting

- i. Budget update, including sources of funding

2) Management Reporting

- i. Current list of Board of directors and facility contact information
- ii. Monthly facility inspection sheets
- iii. Program and Facility usage reports
- iv. Other reports as THE OWNERS may reasonably require

11. PURCHASING POLICY

11.1 Procurement.

The Society shall follow the purchasing policy adopted by the Board of Directors for the purchase of all goods, supplies and services of a non-capital nature for the Facilities. The parties hereby acknowledge and agree that the Society is not an agent of THE OWNERS for the purposes of procurement.

12. FACILITY ALTERATIONS

12.1 The Facilities are registered as municipal heritage properties under the Heritage Property Act, R.S.N.S. 1989, c. 199. The Society shall not make any alterations (including interior or exterior painting), structural changes, additions or improvements to the Facilities and premises thereof, including the placement of exterior branding, signs and /or advertising, unless THE OWNERS has granted written approval prior to the start of the work, which approval may be denied in the sole discretion of THE OWNERS.

12.2 The Society shall prepare and present to the THE OWNERS Liaison for his or her consideration and response, a proposed plan of capital improvements and other capital expenditures relating to the Facilities. No substantial alterations to the Facilities shall be undertaken by the Society without the explicit consent of THE OWNERS.

12.3 The Society shall not make any alterations (including interior or exterior painting), structural changes, additions or improvements to the Facilities and premises thereof, including the placement of exterior branding, signs and /or advertising, without first having first obtained and confirmed all regulatory approval that may apply.

13. LEASES AND AGREEMENTS

13.1 The Society shall not enter into any rental agreement, lease or contract affecting the Facilities unless THE OWNERS has provided prior written approval of such agreement.

13.2 Short term rentals of space, and sponsorship agreements will only be with groups and organizations that do not conflict with the Society's policies.

14. INSURANCE & LIABILITY

14.0 Interim

THE OWNERS acknowledge that the Facilities are derelict and unmaintained and as such, both uninsured and uninsurable at the commencement of this Agreement. This section does not waive any statutory insurance requirements after insurability.

WAIVER

The Society acknowledges the voluntary, in good faith decision to enter the Property for the purposes of conservation. The Society agrees and warrants as follows:

14.0.1. We aware of and acknowledge that entering a rural structure involves many risks. We hereby assume all risk of accidents, personal injury, death and property loss or damage sustained or incurred as a result of The Society's presence at the Property while it is uninsurable.

14.0.2. We are aware that this property has not been inspected nor maintained. We further agree to release, discharge, waive, indemnify and hold harmless from and against all liabilities, actions, causes of actions, suits, damages, losses, judgments, claims and demands whatsoever, in law or in equity, including legal fees and disbursements, which may now or hereafter have against any of the entities listed as THE OWNERS, for any personal injury, death or property damage.

14.0.3. We acknowledge that it is our responsibility to evaluate carefully the risks inherent in visiting the Property and that we have fully considered those risks.

14.0.4. No person shall be permitted entry into the uninsured Facilities with first having signed a RELEASE AND WAIVER OF LIABILITY (Annex --)

THE OWNERS acknowledge the voluntary, in good faith decision of the Society to enter the Facilities for the purposes of conservation, THE OWNERS agree and warrant as follows:

14.0.5. We aware of and acknowledge that entering a rural structure involves many risks and that it is the Society's responsibility to evaluate those risks and ensure appropriate safety precautions are followed before entering. We hereby hold each other harmless of all risk of accidents, personal injury, death and property loss or damage sustained or incurred as a result of The Society's presence at the Property while it is uninsurable.

14.0.6. We are aware that this property has not been inspected nor maintained. We further agree to release, discharge, waive, indemnify and hold harmless from and against all liabilities, actions, causes of actions, suits, damages, losses, judgments, claims and demands whatsoever, in law or in equity, including legal fees and disbursements, which may now or hereafter have against any of the entities listed as the Society, for any personal injury, death or property damage resulting from negligence or accident.

14.0.7. We acknowledge that it is each individual's responsibility to evaluate carefully the risks inherent in visiting the Facilities and all whom enter shall have fully considered those risks.

14.0.8. No person shall be permitted entry into the uninsured Facilities with first having signed a RELEASE AND WAIVER OF LIABILITY (Annex --)

Any tradesman or contractor who is required for-hire before insurability, must provide proof of their own commercial insurance certificate to the Society.

The Society shall ensure all required safety warnings and signs and are clearly visible.

14.1 THE OWNERS Insurance Responsibilities after insurability

14.1.1 Property Insurance - THE OWNERS may additionally insure all real and personal property that are owned by THE OWNERS or for which THE OWNERS is legally responsible, for all risks of direct physical loss or damage including but not limited to fire plus many other hazards including windstorm and lightning.

14.1.2 Public General Liability - THE OWNERS do not provide Public General Liability insurance coverage for the negligence arising out of the Society's programs or the activities thereof.

14.1.3 THE OWNERS are not responsible to provide property insurance coverage for any real or personal property (including contents) owned by the Society or their invitees.

14.2 The Society's Insurance Responsibilities after insurability

14.2.1 Society's Insurance Responsibility - The Society is required to provide minimum statutory insurance coverage with a Certificate of Insurance provided to the THE OWNERS before engaging in public activities, or any activities that may require statutory insurability for which the absence of such policy or waiver would be considered negligent. Other insurance coverages that the Society may wish to consider based upon their scope of activities. THE OWNERS are to be named on the Insurance Certificate as an Additional Named Insured.

14.2.2 Board Insurance, D&O Bond - The Society is required to insure against claims related to the wrongful acts or omissions committed or omitted by Directors and Board members "Wrongful acts or omissions" means those acts or omissions including, not limited to, decisions, organization policies, libel, slander, but excluding acts or omissions, which result in bodily injury to other people (the public) or damage to their property.

14.2.3 Property (Content) - The Society is required to obtain insurance coverage in respect of all personal property for which the Society is legally responsible. This coverage insures for all risks of direct physical loss or damage including but not limited to Fire and Earthquake plus many other hazards including Windstorm and Lightning. The Society does not provide insurance coverage for any real or personal property owned by THE OWNERS or their invitees outside of the scope of museology and the ascended collection.

14.2.4 Commercial General Liability (CGL) - The Society is required to obtain insurance coverage in respect of legal liability imposed upon the Society for its negligent act that causes bodily injury and/or property damage to a Third Party arising from entering onto, leaving or while at the Facilities, any products sold or other operations of the Society, including programs policy shall include Society legal liability coverage. If alcohol is to be served on site by the Society, liquor liability must be included in coverage, must be minimum Five Million Dollars (\$5,000,000.) rider for those specific events. THE OWNERS do not provide Commercial General Liability insurance coverage for the negligence arising out of the Society's programs or the activities thereof.

14.3. Suits and Claims - The Society shall notify THE OWNERS in writing as soon as possible after the Society becomes aware of any claim or possible claim against the Society and/or THE OWNERS that involves the Facilities or the Collection. The Society shall notify THE OWNERS in writing as soon as possible after it becomes aware of any injury occurring in, on or about the Facilities, which could reasonably be expected to result in a claim being made against THE OWNERS or the Society and of all claims against THE OWNERS and/or the Society that involve the Facilities or the Collection. The Society

shall take no steps (such as the admission of liability) that would operate to bar THE OWNERS from obtaining any protection afforded by any policies of insurance it may hold or which will operate to prejudice the defence in any legal proceeding involving THE OWNERS or the Facilities, or otherwise prevent THE OWNERS from protecting itself against any such claim, demand or legal proceeding. The Society shall cooperate fully with THE OWNERS in the defence of any claim, demand or legal proceeding.

15. LICENSES AND PERMITS

15.1 The Society shall obtain and renew as necessary all licenses, permits and approvals which may be required in connection with the operation and maintenance of the Facilities. The Society shall at all times comply with the conditions of such licenses, permits and approvals and shall comply with and observe all laws, by-laws and regulations applicable to the Facilities and the operation thereof (i.e. certificates, consents, licenses, third party leases, permits and qualifications and the Health & Safety Act or orders of any Governmental Authority by applicable laws).

16. EMPLOYEES

16.1 Manager and Curator.

The Society may select and employ competent and qualified person or persons to execute the duties of a Manager and a Curator as assigned by the Board of Directors to supervise and manage the day-to-day operations of the Facilities and to support the management of the Collection.

16.2 Personnel of the Society.

All personnel employed by the Society in the administration and operations of the Facilities, including, without limitation to the foregoing, the Manager and Curator, are selected for employment by and will be employees of the Society, and shall under no circumstances or at any time be deemed or implied to be employees of THE OWNERS. The Society shall be solely responsible for the hire, dismissal, control, direction, supervision, instruction, and training of its employees. The wages, salaries and benefits of such employees are the responsibility of the Society and shall be paid directly by the Society. The entirety of the foregoing shall be a term of employment for anyone employed by the Society.

The Society shall continue to be responsible for the development of employment policies, and will ensure appropriate coverage for Workers' Compensation purposes, statutory payroll deductions and remittance to appropriate taxing authorities. The Society shall ensure that fidelity bonds, criminal records checks and sex-abuse registry records have been obtained and are in place in respect of all employees and volunteers at the Facilities where required by law or otherwise prudent or applicable, such as when employees are dealing with cash or working with vulnerable populations. The Society will take all measures required in compliance with the Occupational Health and Safety Act to ensure the safety of employees and onsite contract workers.

NON-COMPLIANCE

17.1 Non-compliance with this Agreement by the Society may result, upon written explanation delivered to the Society by registered mail, at THE OWNERS's sole discretion, in any or all of the following:

- 1) removal of the Society as manager of the Facilities;
- 2) removal of the Society's access to the Collection;
- 3) direct THE OWNERS management of the Facilities;
- 4) termination of the agreement in accordance with section 3.3; and
- 5) other restrictions deemed appropriate to the non-compliance.

18. MANDATE and STATUS

18.1 During the term of this agreement, the Society shall carry on no business other than that of developing, managing, promoting, operating and administering the Facilities as a museum and supporting THE OWNERS in the management of the Collection.

18.2 The Society is and shall remain during the Term of this Agreement and during any period of renewal thereof, organized and operated solely for a purpose other than profit, with no compensation to be paid to the directors and officers.

19. GENERAL TERMS AND CONDITIONS

19.1 Facilities Inspection. THE OWNERS shall be able to access the Facilities, with reasonable notice, for the purpose of completing independent facility inspections. When responding to facility-related emergencies, no notice is required to the Society for THE OWNERS access the Property.

19.2 Amendment. This Agreement shall only be amended by written agreement signed by both parties.

19.3 Notice. All notices, demands, requests, approvals or other communication of any kind which the parties may be required or may desire to serve on each other in connection with this Agreement shall be delivered by Registered Mail to:

(insert addresses block)

19.4 Waiver. No failure by a party to exercise any right under this Agreement or to insist upon full compliance by the other party as to its obligations under this Agreement will constitute a waiver of any provision of this Agreement. Headings contained herein are included solely for convenience and shall not be considered part of this Agreement.

19.5 Assignment and Enurement. Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

19.6 Severability. Should any part of this Agreement be determined to be void by a competent judicial or legislative authority, the remainder shall be valid and enforceable.

19.7 Governing Law. This Agreement shall be governed by the law of the Province of Nova Scotia.

19.8 Appendices. The following Appendices are attached to and form part of this Agreement:

Appendix "A" – Collection

(insert appendices list)

19.9 Entire Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or verbal.

19.10 Further Assurances. Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary to give effect to the provisions and intent of this Agreement.

19.11 Time of Essence. For every provision of this Agreement, time is of the essence.

19.12 Legal Relationship. THE OWNERS and the Society are independent contracting bodies, not legal partners nor joint employers, nor are they in an agent-principal relationship or a landlord-tenant relationship.

The parties have executed this Agreement through authorized representatives on the date stated opposite each party's signature.

(insert signature block)

APPENDIX “A”

The Collection

The Collection to which this agreement applies is owned by THE OWNERS and is comprised of:

- a) that body of material made up of artifacts, archival material and works of art acquired and ascended under the auspices of La Vieille Maison as operated by the late Adolphe Robicheau and the Société Historique Acadienne de la Baie Sainte Marie;
- b) any of those known artifacts located in Storage Facilities;
- c) any artifacts, archival material and works of art acquired by the Society and Indexed into the ascended Collection according to the Society’s acquisition policies;
- d) any artifacts, archival material and works of art acquired by THE OWNERS and gifted to the museum’s ascended Collection according to the Society’s acquisition policies;
- e) “the Collection” includes the Collection Database, Indexes and all associated Collection records.

The Collection shall be deemed not to include:

- a) any artifacts, archival material or works of art which compromise any other collections belonging to THE OWNERS, heirs or respective issues of THE OWNERS;
- b) any artifacts, archival material or works of art on deposit, consignment or loan to Society.

The Collection, in whole or in part, may be displayed or stored in the Facilities.

The Society, through its staff and volunteers, will support THE OWNERS in the maintenance of the Collection and the Collection Database in an environment conducive to preservation.

The Society shall ensure that staff and volunteers who have physical access to the Collection and Collection Database are trained in, and use, appropriate care and handling of the Collection.

No artifact or part of the Collection shall be removed from the facility on deposit, consignment or loan from the Society, without record of such in the Collection Database.