

CARE-AND-TRUST AGREEMENT

PURPOSE OF AGREEMENT

The parties below agree that the St. Joseph Museums, Inc. ("Museum") will maintain physical custody of the Repatriated Objects until the Depositor is ready to accept said physical custody. The Museum will house and store the Repatriated Objects according to requested tribal preferences expressed in the Care-And-Trust Agreement checklist (Attachment A). The Museum will honor these requests on a case-by-case basis based on applicability to the Museum's mission and space availability.

The Repatriated Objects are described in the Notice published in Federal Register Vol. 89, No. 68, Pages 24502.

This Agreement applies only to the following objects:

Object Number (s): 143/3354

Object Description (s): Sacred bundle; Snake Lodge. Geometric design. Includes paints and herbs.

Object Number (s): 143/3351

Object Description (s): Sacred bundle. Otter lodge. Geometric design.

This CARE-AND-TRUST AGREEMENT (Agreement), is entered into on October 7, 2025, by and between the Iowa Tribe of Kansas and Nebraska ("Depositor"), whose contact information is

Indian Tribe/Native Hawaiian Organization: Iowa Tribe of Kansas & Nebraska

Phone: _____

Mailing Address: See below paperwork

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Email: _____ Phone: _____

and the St. Joseph Museums, Inc. (the "Museum"), whose contact information is

St. Joseph Museums, Inc.

816-232-8471

3406 Frederick Ave., St. Joseph, MO 64506

Sara Wilson, Executive Director

sara@stjosephmuseum.org

Tori Zieger, Archaeologist and NAGPRA Coordinator

tori@stjosephmuseum.org

Sarah Ben-Ezra, Collections Manager

collections@stjosephmuseum.org

This agreement will end on October 7, 2026, which does not exceed one year from the start date.

ARTICLE I. DEFINITIONS

The following terms shall have the following meaning for purposes of this Agreement:

- 1.1 “Agreement” shall refer to this document along with the
 - 1.1.1. Transfer of Control
 - 1.1.2. Attachment A
 - 1.1.3. Transfer of Physical Custody, which is signed upon removal from the Museum.

ARTICLE II. CUSTODY

- 2.1 Title (the legal rights to control) to the *human remains/associated funerary objects/unassociated funerary objects/sacred items/objects of cultural patrimony* (referred to hereinafter as “the Repatriated Objects”) being held in trust under this Agreement lies with the Depositor.
- 2.2 In the event that the Repatriated Objects are in the control of more than one Indian Tribes/Native Hawaiian organizations, all those in control will be required to either authorize the Depositor to enter into the agreement or jointly sign the Agreement.
- 2.3 The Depositor acknowledges that they have full authority and power to make this deposit, enter into this Agreement, have read the conditions of this Agreement, and agree to be bound by said conditions.

ARTICLE III. CARE AND ACCESS

- 3.1 The Museum will exercise the same care and respect for the Repatriated Objects as it does for comparable items under its control.
- 3.2 Evidence of damage to Repatriated Objects at the time of receipt or while in the Museum’s custody will be reported promptly to the Depositor. No alteration, conservation, or repair to Repatriated Objects will be undertaken without the authorization of the Depositor.
- 3.3 The Museum will not provide access to the Repatriated Objects to any person or entity for any purpose other than to place or remove the Repatriated Items from storage unless otherwise authorized by the Depositor as specified in Attachment A or with the express written consent of the Depositor.
- 3.4 The Museum will attempt to honor the Additional Criteria indicated by the Depositor in Attachment A. The Museum’s mission and space availability may be limiting factors in fulfilling the Additional Criteria.

ARTICLE IV. COSTS

- 4.1 Any costs for services and supplies associated with the care and custody of the Repatriated Objects will be borne by the Museum.

ARTICLE V. COMMUNICATION

- 5.1 All correspondence regarding this Agreement will be sent to the email or physical mailing addresses listed in the Agreement.

ARTICLE VI. TERMINATION

- 6.1 The duration of the Agreement is for the period stated above. The agreement will be automatically renewed unless the Depositor notifies the Museum of their intent to terminate the agreement. Notice of termination will be made at least 30 days prior to the expiration date.

SIGNATURES ON NEXT PAGE

Depositor

Tribe/Native Hawaiian organization: Iowa

Signature: [Signature] Date: 11/8/25

Print Name: Robert Nash, Jr.

Title: Museum Director

Museum

Signature: [Signature] Date: October 7, 2025

Print Name: Sara Wilson

Title: Executive Director

Signature: [Signature] Date: October 7, 2025

Print Name: Victoria Zieger

Title: Archaeologist and NAGPRA Coordinator

Signature: [Signature] Date: October 7, 2025

Print Name: Sarah Ben-Ezra

Title: Collections Manager

CARE-AND TRUST AGREEMENT ATTACHMENT A

GENERAL HOUSING AND CARE CRITERIA FOR HOUSING HUMAN REMAINS AND FUNERARY OBJECTS

- The Museum utilizes museum quality cabinetry/shelving
- Plastic will not be used in association with human remains or funerary objects
- The Museum will not house repatriated items in a workroom or office space
- The Museum will house human remains and funerary objects, associated and unassociated, in a cabinet reserved solely for repatriated items
- Remains belonging to each individual will be placed in a single box. No two individuals will share a box unless they were found in the same grave
- Human remains belonging to individuals from the same site/culture/geographic area will be placed in proximity to each other
- Each individual's remains will be stored with his/her associated funerary objects

GENERAL HOUSING AND CARE CRITERIA FOR SACRED OBJECTS AND OBJECTS OF CULTURAL PATRIMONY

- Will be housed in a cabinet reserved solely for sacred objects and objects of cultural patrimony
- Will be housed in the Museum's collection storage in/on museum quality cabinetry/shelving
- Will not be housed in a workroom or office space
- Will be housed in proximity to similar items
- Plastic will not be used (Note: ethafoam will line shelves)

GENERAL ACCESS AND HANDLING CRITERIA

- Cabinets/shelving will be accessed by Museum personnel as infrequently as possible, and only to perform routine housekeeping and security checks, as well as to implement NAGPRA.
- Only essential Museum personnel will access the cabinets/shelving
- Official NAGPRA representatives of the Tribe(s) in control of the Collection will be afforded access upon request. Others authorized, in writing, by the official NAGPRA representative of the Tribe(s) in control will be permitted access. Advance notice is required to ensure appropriate Museum personnel are available.
- Handling and transporting will be done in accordance with best museum practices unless otherwise specified by the Tribe(s).

The following applies to all human remains/cultural items described in the Notice published in Federal Register Vol. 89, No. 68, Pages 24502 or only the following:

Item Number(s): 143/3354; 143/3351

Item Description(s): Sacred bundles (Snake Lodge, Otter Lodge)

ADDITIONAL HOUSING AND CARE CRITERIA

Check all that apply

☐ Shall be stored with a specific alignment/orientation

☐ Cardinal Direction: _____

☐ Other, please describe: _____

☒ Storage containers shall be

☒ Existing boxes/bags

☐ New housing

☐ New acid free/lignin free lidded cardboard storage boxes

☐ New Polyethylene zip lock bags

☐ If other than above, describe new housing/custom containers: _____

☐ How shall the existing boxes and bags be handled? _____

☐ Shall be wrapped in

☐ Unbleached muslin

☐ Red cloth

☐ Black cloth

☐ Other, please describe: _____

ASSOCIATED DOCUMENTATION

Associated documentation includes photographs of human remains, in situ and in storage, site maps, site notes, catalog records, and records detailing any osteological analysis

Restricting access to information resources for cultural reasons is in keeping with current professional codes of ethics. These ethical codes (i.e. Society of American Archivists, American Library Association, American Association for State and Local History) instruct librarians and archivists to practice neutrality and strive toward open and equal access for all patrons, in accordance with the law, cultural sensitivities, and institutional policy. Restrictions may be placed on a collection for reasons of group and individual privacy, confidentiality, or security.

GENERAL ACCESS CRITERIA

- The Museum will restrict access to photographs of human remains and associated funerary objects, in situ and in storage, and detailed descriptions of that material – including osteological analysis conducted on behalf of the Peabody. Access will be granted with written approval from the official NAGPRA representatives of the Tribe(s) in control of the Collection.
- Due to the inter-connected nature of archaeological and historical archival material, it is impossible to restrict all descriptions, references, maps, etc., of all graves or cemetery sites. The Museum will limit access, as outlined above, to material as it is found.

ADDITIONAL CRITERIA

Check all that apply

☐ Access to additional categories of associated documentation should be limited:

☐ Site maps

☐ Site notes

☐ Catalog records

☐ Access for internal educational purposes is

☐ Not permitted

☐ Permitted under these guidelines: _____

☐ Other restrictions: _____

☐ Copies of the following documentation shall be provided at the time of Transfer of Custody

☐ _____

☐ _____

☐ _____

END OF CRITERIA

☒ Shall be fed or given offerings

What should be provided? _____

Where shall it be placed? _____

Who should place, or maintain, the offering – Museum staff or a tribal representative? _____

How long should the offering/food remain?*

**Please note that consumables, such as cornmeal, pose a threat of pest infestation and therefore may have to be removed after 24 hours.*

ADDITIONAL ACCESS AND HANDLING CRITERIA

Check all that apply

- [illegible]