

**UNIVERSITY OF ALASKA ANCHORAGE  
ARCHIVES AND SPECIAL COLLECTIONS**

**DEED OF GIFT: TED STEVENS COLLECTION**

WHEREAS the University of Alaska, Catherine Stevens, and the Ted Stevens Foundation (“Parties”) entered into a Memorandum of Understanding for the future disposition of the Ted Stevens Collection and the establishment of an Alaska leaders’ archive and center for leadership;

WHEREAS the Ted Stevens Collection (“the Collection”) is one of the largest Congressional collections containing over 4,000 boxes of materials unique and important to Alaska and the world. These materials encompass Senator Ted Stevens’ career in the military, executive branch, and forty years as U.S. Senator for Alaska. The Collection ranges in topics from the early days of Alaska’s statehood to landmark legislation in areas including public lands, Alaska Native priorities, sustainable fisheries, telecommunications, amateur sports, energy, aviation, transportation, scientific innovation, education, public health, defense, national security, and the Arctic;

WHEREAS the Collection currently contains processed and unprocessed boxes and materials;

WHEREAS the University of Alaska desires to accept and preserve the Collection, according to the terms herein;

WHEREAS the Parties desire to establish an Alaska leaders’ archive and center for leadership, to contain collections of records from Alaska’s leaders;

THEREFORE, Catherine Stevens (Donor), the sole and absolute owner of the Collection - and holder of all property rights and copyright (literary rights) relating thereto - does hereby transfer the Collection to the University of Alaska, subject to the following conditions, and the University of Alaska agrees to abide by all conditions herein:

I. Transfer of Collection

The Ted Stevens Collection will be added to the UAA/APU Consortium Library Archives and Special Collections of the University of Alaska Anchorage (“the Library”). The Parties and others are cooperating to establish an Alaska Leaders Archive, to be located at the Library. It is anticipated that the Collection will be included in the Alaska Leaders Archive along with collections from other Alaskan leaders.

The Ted Stevens Collection will not be deemed gifted to the University until such time as the Collection is delivered to the University. The Collection may be delivered and gifted in phases; title to and rights pertaining to those portions delivered will transfer at that time. The University

shall execute the form attached as Appendix A when materials are delivered and accepted. The parties acknowledge that the Ted Stevens Foundation requires additional time, estimated at one to two years, to complete initial curation of the Collection, and the University requires additional time to obtain funding from nonprofit, public and private sector sources to renovate and repurpose the Library space for the Collection, for other Alaska leaders' archives, and for leadership institute purposes.

## II. Preservation of Collection

The University agrees that it will maintain the Collection safely and in line with archival standards and best practices for special collections and, in particular, Congressional collections. The University will ensure that all curators or archivists who oversee or manage the Collection shall have proper understanding of current and evolving standards and best practices. This may be done through participation in groups such as the Congressional Papers Section of the Society of American Archivists.

The University shall employ a curator or archivist to manage and process the Collection for at least five years following the transfer of the Collection. The curator or archivist shall be chosen by mutual agreement between the Ted Stevens Foundation and the University. The parties understand and agree that the Ted Stevens Foundation will provide a donation on a periodic basis sufficient to support the University salary and benefits of a full-time curator or archivist for 5 years following delivery and acceptance of the Collection. In the event that the management and processing of the Collection requires less than a full-time position, the above donation shall be proportionately reduced.

## III. Access

It is the Donor's wish that the Collection be made available for research, study, and/or public viewing after it has been preserved, processed, and prepared for use, subject to restrictions at law or agreed to herein. The University will provide access in line with archival standards for special collections and Consortium Library rules, including but not limited to the UAA Researcher Registration. The Donor and the University wish to safeguard individual privacy rights, the interests of the United States of America, and against the possibility of the contents being used to damage, injure, or harass living persons. Accordingly, appropriate access restrictions must be placed on certain materials as required by law (such as protections related to personally identifiable information) or as designated by the Donor.

Where parts of the Collection, including a "series" or designated boxes will not yet have been processed when gifted to the University, the Donor may place, in a written agreement with the University, access restrictions on such series or boxes within the Collection at the time of transfer to the University. Again, it is the intent of the parties that the access restrictions for unprocessed materials relate only to those restrictions required by law or where the real possibility exists that contents made public may be used to damage, injure, or harass living

persons. Series or boxes that are restricted under the terms of this agreement shall not be deemed Public Records under A.S. 45.20.110 *et seq.* Because both parties are working towards public access to the Collection, any written agreement containing access restrictions shall also provide terms for disposition of any materials arriving with the Collection that will ultimately not be accessible to the public.

The Ted Stevens Foundation shall provide a finding aid for the Collection, which is consistent with University and Consortium Library standards.

#### IV. Personal Materials

The Donor does not intend to include Personal Materials in the Collection. If an archivist or any other person identifies items that are or could be considered Personal Materials, the University must immediately segregate the items and, within 30 days, notify the Donor and provide a copy of or access to the items. The items must be restricted from access until the Donor informs the University if the items shall be removed from or remain with the Collection. The Donor maintains the right to determine if an item qualifies as Personal Materials. Any Personal Materials removed from the Collection shall be returned to the Donor or her designee.

#### Definitions

- a. The term “Donor” refers to Catherine Stevens and her successors and assigns.
- b. The term “Personal Materials” refers to documents (or any portion thereof), photographs, and other items that are personal in nature to Donor or to any individual related by blood or affinity to Ted Stevens or Donor (“Relatives”). This includes, but is not limited to: notes or correspondence with or among Relatives; communications between or among third persons which discuss personal matters of Donor or Relatives (such as financial, legal, employment, or education information); and photographs of Relatives that are of a personal nature. Donor may provide further detail regarding what should be deemed Personal Materials, including the names of the individuals who are Relatives, at any time.

#### V. Indemnification


Subject to annual appropriation, the University of Alaska shall indemnify, defend, and hold harmless the Donor and the Ted Stevens Foundation from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising directly or indirectly as a result of an act or failure by the University, or any of its officers or employees, to act in accordance with this agreement.


#### VI. Disposition

Any portion of the Collection donated to the University that is planned for deaccession, or for which the University determines it is unable to perform its duties or obligations under the terms of this agreement, shall first be offered back to the Donor and then, if refused, may be offered to other suitable institutions or disposed of in accordance with archival standards and best practices.

This agreement is to be governed by the laws of the State of Alaska.

DocuSigned by:  
  
 717F70C44A9A4B7... Date February 10, 2023  
 Catherine Ann Stevens (Donor)

DocuSigned by:  
  
 1416A9D133514F7... Date February 10, 2023  
 University of Alaska by: Chancellor Sean Parnell

DocuSigned by:  
  
 0DAD8C9293F5432... Date February 10, 2023  
 Ted Stevens Foundation By: Karina Waller

## Appendix A

### Acceptance of Materials in the Ted Stevens Collection

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the University of Alaska Anchorage  
 received and accepted records as described below to be included in the Ted Stevens Collection:

*Provide number of boxes or items, and other identifying information as necessary.*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

For and on behalf of:

Archives and Special Collections  
 Consortium Library  
 University of Alaska Anchorage