



Smithsonian
National Air and Space Museum

Transfer Agreement

THIS AGREEMENT ("Agreement") is entered into this **DATE** by and between the **RECIPIENT ORGANIZATION** (hereafter "**RECIPIENT**"), and the SMITHSONIAN INSTITUTION, 1000 Jefferson Drive, S.W., Washington, D.C., by and through its NATIONAL AIR AND SPACE MUSEUM ("NASM"), Independence Avenue at 6th Street, N.W., Washington, D.C., 20560 (collectively the "Parties").

WHEREAS, NASM has determined the objects described below do not meet its current collection goals and have formally been approved for transfer;

WHEREAS, the RECIPIENT has indicated its commitment to care for the objects described below.

NOW THEREFORE, the Parties agree as follows to the terms and conditions on the reverse:

Accepted and Agreed to by the Authorized Representatives of the Parties.

National Air and Space Museum, Smithsonian Institution

Signature _____ Date _____

Name _____ Title _____

RECIPIENT ORGANIZATION

Signature _____ Date _____

Name _____ Title _____

TERMS & CONDITIONS

Transfer of the Objects

NASM will transfer, by way of donation and in “as-is-condition,” to **RECIPIENT**, the objects described on the pages attached to this agreement.

Transfer of the objects shall be deemed to have occurred, and all right and title to the objects shall be deemed to have passed to **RECIPIENT**, upon the date that this agreement is executed by all Parties.

NASM shall not be responsible for any expenses under this Agreement.

If the **RECIPIENT** wishes to dispose of the objects for any reason whatsoever the **RECIPIENT** shall first offer in writing to return the objects to NASM. NASM, at its sole discretion and at no cost, except for the cost of returning the objects to NASM, may choose to accept the return of the object. NASM will have ninety (90) calendar days from the date of written notice from the **RECIPIENT** to exercise any such option. If NASM chooses to exercise such option, it shall do so in writing.

Warranties

The **RECIPIENT** acknowledges that NASM makes no warranties of any kind whatsoever regarding the objects.

The **RECIPIENT** represents and warrants that it will not use the objects, or parts thereof, for operational purposes, including but not limited to use on flying aircraft or spacecraft.

Release of Liability

In consideration of this transfer, the **RECIPIENT** agrees that it will hold NASM, the Smithsonian Institution, its officers, employees, agents, and contractors, and the United States, its agencies, officers, employees, agents, and contractors, harmless, and will indemnify and defend them against any and all suits, actions, and claims of any kind whatsoever, including attorney fees, which may arise from or be the result of the transfer of the objects to the **RECIPIENT** or the **RECIPIENT's** possession and/or use of the objects.

Use of Smithsonian Name and Logo

The **RECIPIENT** shall not refer to or use the names of the Smithsonian Institution, the National Air and Space Museum, or any of the Smithsonian Institution's other museums, organizations, or facilities, or the Smithsonian sunburst logo, without the express written permission of NASM, including, but not limited to, for purposes of advertising, promotion, publicity, or fund-raising.

Miscellaneous Provisions

Association. The Parties, by this Agreement, do not intend to create a partnership, affiliation under the Smithsonian Affiliation Program, principal/agent, master/servant, or joint venture relationship, and nothing in the Agreement shall be construed as creating any such relationship between the Parties.

Complete Agreement. This Agreement constitutes the entire legal agreement between the Parties regarding the relationship between the Parties with respect to the subject matter hereof.

Modification. This agreement may not be modified except in writing executed by both Parties.

Assignment. This Agreement and the rights granted hereunder may not be assigned by either Party, without the express written permission of the other Party.

Governing Law. The terms and conditions of this agreement shall be construed in accordance with federal law and the laws of the District of Columbia.