

EXHIBIT 18

TO

**PETITION OF THE CITY OF PHILADELPHIA, BY ITS BOARD OF TRUSTEES OF THE
ATWATER KENT MUSEUM, TRUSTEE, TO DEVIATE FROM THE ADMINISTRATIVE
PROVISIONS OF THE ATWATER KENT MUSEUM COLLECTION TRUST AND TO
SUBSTITUTE DREXEL UNIVERSITY AS THE NEW TRUSTEE OF THE COLLECTION**

PROPOSED TRANSFER AGREEMENT

(CLEAN AND BLACKLINE)

ATWATER KENT COLLECTION TRANSFER AGREEMENT

This ATWATER KENT COLLECTION TRANSFER AGREEMENT (the “**Transfer Agreement**”) is made _____ between the City of Philadelphia (the “**City**”), acting through its Board of Trustees of the Atwater Kent Museum (the “**Museum Trustees**”) and Office of Arts, Culture, and the Creative Economy, and Drexel University (“**Drexel**”), a Pennsylvania nonprofit corporation.

BACKGROUND

A. The Museum Trustees have acted as trustee of the Atwater Kent Museum collection (the “**Collection**”) since 1938.

B. The Museum Trustees concluded that it could no longer operate the Atwater Kent Museum and on June 30, 2018, closed the museum building located at 13–17 South 7th Street, in Philadelphia (the “**Former Museum Building**”).

C. The Museum Trustees and Drexel officials negotiated a plan by which the City would transfer the Collection to Drexel and Drexel would become trustee of the Collection and undertake various responsibilities for the Collection (the “**Collection Transfer Plan**”). A copy of the Collection Transfer Plan is attached to this Transfer Agreement as **Exhibit A**.

D. On November 25, 2019, the Museum Trustees passed a resolution approving the Collection Transfer Plan and authorized the Museum Trustees’ President to take all steps and execute all agreements necessary and prudent to implement the Collection Transfer Plan. A copy of the Museum Trustees’ resolution is attached to this Transfer Agreement as **Exhibit B**.

E. On December 4, 2019, the Board of Trustees of Drexel University (the “**University Trustees**”) passed a resolution that approved the Collection Transfer Plan, authorized Drexel to accept the Collection on the terms described in the Collection Transfer Plan, negotiate and execute a definitive transfer agreement, and authorized Drexel’s President and other designated officers to take such actions and execute such instruments and

documents as may in their judgement be necessary or desirable to accomplish the purposes of the resolution. A copy of the University Trustees' resolution is attached to this Transfer Agreement as **Exhibit C**.

F. On September 1, 2021, the City filed a petition (the "**Petition**") in the Court of Common Pleas of Philadelphia, Orphans' Court Division ("**Orphans' Court**"), seeking the court's approval of the Collection Transfer Plan and a court order permitting the City to implement the plan. A copy of the City's Petition is attached to this Transfer Agreement as **Exhibit D**.¹

G. In addition to the Collection Transfer Plan, the City and Drexel negotiated a term sheet that addresses several specific procedures and obligations related to the City's transfer of the Collection to Drexel. The term sheet is Exhibit 15 to the Petition.

H. Orphans' Court Administrative Judge Sheila Woods-Skipper held a hearing on the City's petition on February 28, 2022. At the conclusion of the hearing, Judge Woods-Skipper decided to bifurcate the hearing on the City's petition until she reviewed a final form of transfer agreement between the City and Drexel setting forth detailed provisions about the transfer and Drexel's ongoing obligations with respect to the Collection.

I. On _____, 2022, Judge Woods-Skipper issued a decree approving the Petition and the City's transfer of the Collection to Drexel as successor trustee, subject to the provisions of this Transfer Agreement. A copy of Judge Woods-Skipper's decree (the "**Court Decree**") is attached to this Transfer Agreement as **Exhibit E**.

J. This Transfer Agreement sets forth the final provisions pursuant to which the City will transfer the Collection to Drexel and Drexel's obligations as Collection trustee.

¹ The Petition as attached does not include the exhibits to it, which together are 230 pages in length. The Petition exhibits most germane to this Transfer Agreement are included as separate exhibits to this Transfer Agreement.

Accordingly, the City and Drexel, each intending to be legally bound, agree to the following:

**Article 1 –
Collection Transfer; Effectiveness of Transfer**

1.01 Collection Transfer. Subject to the provisions of this Transfer Agreement, the City transfers all its rights, title, and interests in the Collection to Drexel University, as successor trustee, and Drexel accepts the Collection and shall serve as trustee of the Collection.

1.02 Effective Date; Term. This Transfer Agreement is effective the last day it is signed by the City and Drexel (the “**Effective Date**”), as indicated beneath the signature lines below. This Transfer Agreement remains in effect indefinitely unless terminated under the provisions of Article 7.

1.03 Defined Terms. Words and phrases defined in the Preamble and Background of this Transfer Agreement are used in this Transfer Agreement as defined in the Preamble and Background. Unless defined otherwise in this Transfer Agreement, capitalized words and phrases used below have the meanings assigned to them in the Petition.

**Article 2 –
Drexel’s Obligations as Trustee**

2.01 Drexel is Fiduciary Trustee. Drexel assumes and accepts the custody and care of the Collection as trustee and shall manage the Collection as fiduciary for the benefit of Philadelphia’s citizens consistent with the City’s ordinance regarding the Collection, approved July 28, 1938, the Petition, ~~and the Court Decree~~, and this Transfer Agreement. In assuming and accepting custody and care of the Collection, Drexel defines its mission, as trustee, as follows:

As trustee of the Atwater Kent Collection, Drexel shall ensure that everyone interested in accessing and exploring Philadelphia’s diverse histories represented in the Collection’s artifacts and archives may do so through exhibitions, a lending

program, and a digital portal, thus continuing and building on the mission of the Atwater Kent Museum.

2.02 Collection Care. Drexel shall care for the Collection and conserve Collection objects in accordance with the standards of the American Alliance of Museums (“**AAM**”), as those standards may be amended from time to time, and otherwise in accordance with prevailing museum best practices.² AAM’s standards are attached to this Transfer Agreement as **Exhibit F**.

2.03 Collection Name. The Collection is named forever as “The Atwater Kent Collection at Drexel University.”

2.04 Trust and Collection Location-; In-Person Access. Drexel shall retain the Collection and the Collection Trust situs in Philadelphia forever on the following terms and conditions:

A. Drexel shall endeavor to store those Collection objects not on exhibit (the “**Non-Exhibited Objects**”) in a location within Philadelphia and, if reasonably possible, in Center City Philadelphia. Due to the necessary flexibility Drexel needs to have with respect to available space and its cost, accessibility, and suitability, Drexel is not obligated to keep the Non-Exhibited Objects physically stored within the City’s geographic limits, but Drexel shall physically store the Non-Exhibited Objects within the five-county Philadelphia metropolitan area (the Pennsylvania counties of Philadelphia, Bucks, Montgomery, Delaware, and Chester).

B. This Section 2.04 does not prohibit Drexel from loaning Collection objects to institutions outside Philadelphia from time to time.

² The American Alliance of Museums modifies its ethical standards and professional practices as warranted by the evolving circumstances in which museums operate. On the Effective Date of this Transfer Agreement, the American Alliance of Museums (“**AAM**”) ethical standards and professional practices may be accessed at ~~<https://www.aam-us.org/programs/ethics-standards-and-professional-practices/collections-stewardship-standards/>~~.<https://www.aam-us.org/programs/ethics-standards-and-professional-practices/collections-stewardship-standards/> .

C. Drexel shall provide reasonable in-person access to the Non-Exhibited Objects to researchers by appointment. Drexel shall make information regarding how to apply for the in-person access available on the Collection Website (defined below).

2.05 Gift Agreements and Restrictions; Existing Loans.

A. Drexel shall comply with all obligations and restrictions that apply to Collection objects on the Effective Date, whether under gift or donation agreements, bequests, deeds of trust, or otherwise.

B. A list of all Collection objects on loan to other institutions on the Effective Date is attached as **Exhibit G**.³ On the Effective Date, the City assigns all its rights and delegates all its obligations to Drexel under each loan agreement pertaining to those loaned objects, and Drexel accepts those rights and obligations and releases the City from them.

2.06 Contractual Obligations to Historical Society of Pennsylvania.

By agreement dated June 19, 2009, between the Historical Society of Pennsylvania (“**HSP**”) and the City (the “**HSP Agreement**”), HSP irrevocably and unconditionally gave, transferred, and assigned to the Museum Trustees, as a gift, “all of the Society’s right, title, and interest (including, without limitation, all copyright, trademark and related interests and all income derived therefrom) in and to the Transferred Artifacts [as defined in the HSP Agreement].”

A. The Transferred Artifacts are part of the Collection and are included in the City’s transfer of the Collection to Drexel under this Transfer Agreement.

B. On the Effective Date, the City assigns all its rights and delegates all its obligations under the HSP Agreement to Drexel, and

³ The attached list of loaned objects is updated since the date of the list of loaned objects attached as Petition Exhibit 6.

Drexel accepts those rights and obligations and releases the City from them.

C. Drexel shall comply with all the obligations of the Museum Trustees [referred to as “Museum”] under the HSP Agreement.

2.07 Endowment and Fundraising in Support of the Collection; Proceeds from Deaccessioned Objects.

A. Drexel shall establish and maintain ~~an endowed~~ two funds in support of the Collection.

1. The first fund will be a restricted fund for the direct support of the Collection (the “**Atwater Kent Collection Endowment Fund**”), consisting of funds raised and proceeds from any sales of deaccessioned Collection objects. Drexel shall hold and administer the Atwater Kent Collection Fund as part of Drexel University’s restricted funds. Drexel shall use income and principal of the Atwater Kent Collection Fund solely to support direct care and preservation of the Collection and for additions to the Collection.

2. The second fund will be an endowed fund restricted for the care and operations of the Collection (the “**Atwater Kent Collection Endowment**”), consisting of monies raised by Drexel in support of the Collection. Drexel shall hold and administer the Atwater Kent Collection Endowment as part of Drexel University’s endowment funds. Drexel shall use only the income and principal of the Atwater Kent Collection Endowment solely to support ~~direct~~ the care and preservation operations of the Collection ~~and for additions to the Collection~~, subject to and in accordance with Drexel’s policies and procedures regarding investment of, and distributions from, endowed funds.

B. In addition to funds for the Atwater Kent Collection Endowment, Drexel shall seek grants and other philanthropic support

for the Collection and to underwrite Collection operations and programs. Drexel may obtain grants to support the Collection that are restricted to a particular program or use associated with Collection management, including exhibitions, conservation, the Website (defined below), public and educational programs, special courses, technology, and materials. The funds Drexel raises for these purposes would be distinct from those raised to include in the Atwater Kent Collection Endowment principal.

2.08 Staffing. At all times while serving as trustee of the Collection, Drexel shall hire appropriate staff to curate and administer the Collection Trust, manage the care, storage, and loan program of the Collection, and fulfill all of Drexel's trustee obligations set forth in this Article 2. Drexel shall develop an annual budget for the staffing and care of the Collection as part of its annual budgeting process.

A. On the Effective Date, Drexel employs a Project Director, a Director of the Collection, a digital coordinator, and five collection assistants, who together are dedicated to evaluating and researching the Collection, photographing, scanning, and editing images of Collection objects, and updating the Collection's management database.⁴ In addition, Drexel students assist these professionals through Drexel's cooperative program (the "**Co-op Program**"). Students from the Co-op Program work full-time during a designated six-month period.

B. For the fiscal year starting July 1, 2022, Drexel shall add to the Collection administration staff an Assistant Director of the Collection and a post-doctoral fellow in history and material culture.

C. When the Collection evaluation is complete, Drexel shall have staff dedicated to the Collection who will perform the following functions and roles: registrar, curator, inventory and loan program management, on-going photographing and digitization of Collection

⁴ These positions are paid for, in part, with funds paid by the City under the Drexel Contract, described in Petition paragraphs 36—38.

objects, management of the Website (defined below), and evaluating new acquisitions.

D. Drexel shall properly conserve Collection objects. Drexel may hire qualified third-party specialists to perform conservation as required (for example, without limitation, the Conservation Center for Art and Historic Artifacts).

2.09 No Sales for Other Drexel Projects. Drexel shall not deaccession and sell Collection objects to raise funds for university projects or programs unrelated to the Collection's preservation or additions to the Collection.

2.10 Future Changed Circumstances. If in the future Drexel determines it is necessary to deviate from any gift or donation agreement, bequest, deed of trust, or other restriction regarding a Collection object, Drexel shall seek approval from (A) the object donor (or other party with the legal interest in the object to validly grant the approval), if living, or their designated successor representative, if any, (B) the Office of Attorney General of the Commonwealth of Pennsylvania (the "**Attorney General**") as *parens patriae*, and (C) the court with appropriate jurisdiction, as applicable or otherwise required by law.

2.11 Drexel Not a City Agency. Notwithstanding any other provision of this Transfer Agreement, nothing in this Transfer Agreement makes Drexel an agency of the City.

Article 3 – Collection Website and Object Digitization

3.01 Collection Website. Drexel shall develop, activate, and maintain a free user-friendly website (the "**Website**") that provides access to digital images of Collection objects and each object's associated information. Drexel intends to complete an initial launch of the Website with a representative sample of viewable Collection items not later than six

months after the Court Decree. At a minimum, when fully functional, the Website must enable site visitors to do the following:

1. Learn about the Collection as a whole, including the creation and development of the former Atwater Kent Museum, and the growth and scope of the Collection.
2. Submit questions about the Collection.
3. Learn about individual Collection objects.
4. Understand requirements and procedures for borrowing Collection objects.
5. Submit requests to borrow objects from the Collection for short-term, medium-term, or long-term loans for exhibitions and programs.
6. Learn about Drexel's past, ongoing, and planned exhibits of Collection objects.
7. View online Collection digital exhibits curated by visitors to the Website.
8. Know which objects are on loan to other institutions and the dates each object will be on loan to the borrowing institution. As an example, the list of Collection objects on loan on the Effective Date is attached as Exhibit G.
9. Download and print all images and information from the Website **for free** with attribution and proper credit lines and subject to any applicable copyrights. If a user needs a high-resolution image for publication or other commercial use, the user may request the order be fulfilled through the Collection agent.⁵ Fees associated with those requests will vary according to usage. A

⁵ On the Effective Date, the Collection agent is Bridgeman Images.

user also may ask Drexel to create new images of an object for a fee that covers the cost of the new photographs.

10. For researchers, request an appointment to view Non-Exhibited Objects at the storage facility where the Non-Exhibited Objects are located.

3.02 **Digitize the Collection.** Drexel shall photograph representative portions of the Collection and upload the resulting digital images to the Collection management database, PastPerfect On-Line.⁶ Subsequently, Drexel shall post the images and associated information about each digitized object on the Website. With advancements in computer hardware and software and digital storage capabilities, Drexel may in time use a different program or means to help manage the Collection as Drexel deems best serves its administration of the Collection Trust.

A. Drexel shall upload digitized images to the Website to provide museums, historic houses, schools, libraries, other institutions, and individuals with information on the vast contents of the Collection, make the Collection discoverable to the public, and show the objects that are available to borrow on a short-term, medium-term, or long-term basis.

B. Drexel shall cause the digitization project to follow imaging standards set by professional organizations such as the National Digital Stewardship Alliance, the Digital Library Federation, and the Society of American Archivists. Drexel shall initially create two forms of digital images: master copies (optimized for longevity and preservation) and deliverables (optimized for use). Drexel shall create the master copies in 1:1, 600 dpi, 24-bit color uncompressed

⁶ As explained in the Petition, PastPerfect is a software program generally recognized in the museum industry as effective software for museum collection management. *See*, Petition ¶ 33, p. 8.

TIFF.⁷ Drexel shall create images for the Website following the software PastPerfect requirement of a maximum 2000 kb JPG.

C. As technological capabilities progress, Drexel shall create images of newly acquired Collection objects consistent with the prevailing standards of the museum industry. Drexel is not obligated to create new images for each Collection object with each new technological advance, but it may do so as is financially and practically possible.

D. Where appropriate and practical, Drexel shall create images of each object from different angles and proximity to enable viewers to see and appreciate the object's detail, materials, character, and scale.

1. For example, for an individual object, Drexel may create an overview image, varying view images, and detail images of the maker's mark, signatures, dimensions, and other pertinent details.

2. Drexel will save the images to files on a Drexel server according to each object's accession number and will attach appropriate metadata to each image in the upload process.

3. Drexel's information technology staff will create a virtual home or web presence for the Collection under Drexel.edu that is the public gateway to the online, freely accessible version of the PastPerfect Collection database.

4. Drexel shall use the PastPerfect Collection database to make Collection materials accessible and discoverable for

⁷ For ease of reading, this Transfer Agreement uses acronyms common in current technology vernacular. "DPI" means "dots per inch." "TIFF" means "tagged image file format." "JPG" means "Joint Photographic Experts Group" and refers to a standardized format for storing graphic data in binary computer files in compressed data.

individuals and organizations and anyone who wishes to explore Philadelphia history through the Collection.

Article 4 – Exhibitions; Lending Collection Objects

4.01 Exhibitions. Drexel shall use the Collection to curate exhibits on Drexel’s Philadelphia campuses that are open to the public and that will include free exhibits.

4.02 Inaugural Exhibition. Depending on the timing of the Court Decree, Drexel intends to stage its first exhibition from the Collection, titled *Philadelphia Revealed*, opening in 2023, with a focus on materials that were not on permanent display at the former Museum Building. Drexel intends to hold the show in two Drexel spaces: the newly renovated gallery in the Paul Peck Center on Market Street (designed by Frank Furness as the Centennial National Bank), and the Leonard Pearlstein Gallery on Filbert Street, which together make possible a substantial display across 4,500 sq. ft. of gallery space.

4.03 Lending Collection Objects: General Considerations. A primary goal of the City and Drexel in entering into this Transfer Agreement is to make Collection objects more accessible to the public in more places, so that access to see Collection objects in person is easier, more practical, and more relevant for Philadelphia’s citizens. Collection objects should always be protected from damage, however, and many Collection objects require special care. Therefore, an institution’s ability to protect and care for a Collection object in its custody is a critical factor in Drexel’s determination whether to loan a particular Collection object to that institution. Also, although this Transfer Agreement establishes standards by which Drexel is to loan Collection objects, museum best practices in this regard will likely evolve over time. The current version of AAM’s standard facility report that, on the Effective Date, Drexel requires from potential borrowing institutions when it lends an object from Drexel’s collections, is attached to this Transfer Agreement as **Exhibit H**.

A. Therefore, with respect to lending Collection objects, Drexel shall at all times adhere to best practices and ethical guidelines of the AAM. (See, Section 2.02 and accompanying footnote.)

B. Drexel shall develop and operate an active Collection loan program for short-term, medium-term, and long-term loans to nonprofit cultural institutions and academic institutions in Philadelphia (including historic sites, societies, and houses; libraries; and museums), and to cultural and academic institutions outside Philadelphia, as appropriate and consistent with AAM standards. Subject to the time it reasonably takes to appoint members to the Oversight Committee (defined below), and for the Committee to perform its work, Drexel shall work in good faith with the Oversight Committee to complete the loan program and post it on the Website within one year following the Court Decree. Drexel's start of the loan program depends on when the Museum Trustees and City, or Drexel, move the Collection to a new storage facility. In the interim, Drexel shall make a good faith effort to fulfill institutional loan requests when feasible.

4.04 Loan Program Development. Drexel shall develop a written loan program for the Collection (the "**Loan Program**") upon the advice of the Collection Oversight Committee and shall provide a copy of the Loan Program to the City's Chief Cultural Officer and to the Attorney General.

4.05 Loan Program Requirements. Except as may be modified in accordance with the advice of the Oversight Committee, Drexel shall include in its Loan Program the following criteria when Drexel considers whether to approve an institution's request to borrow a Collection object:

1. For each object the institution is asking to borrow, the object's historical or artistic importance; physical condition; vulnerability to damage from factors such as heat, humidity, light, vibration, and other reasonably foreseeable factors; and the necessary steps to appropriately assess, pack, transport, unpack, mount or display, protect, and return the object to Drexel without damage.

2. The institution's mission and operations and their relation to the object the institution asks to borrow and the institution's proposed exhibition.
3. The institution's history of exhibiting historical artifacts, artwork, and archival material, and any issues that may have arisen with prior exhibitions.
4. The institution's staff who are dedicated to the care, handling, conservation, and security of historical artifacts, artwork, and archival material, and the degree of training and experience of that staff.
5. The institution's current exhibition facilities, including temperature and humidity controls, lighting, and security devices and procedures.
6. The financial and practical feasibility of improving the institution's exhibition facilities and practices to a standard that ensures the appropriate care and protection of the object.
7. Whether the institution proposes the object be physically touched by viewers; for example, to be handled by school students or used in demonstrations.
8. The cost to appropriately insure the object and whether the institution can pay that cost.
9. The educational, social, and cultural benefits to the institution and the community it serves that would be benefitted by the requested loan, and the institution's community engagement and outreach plan for the object's exhibition.
10. The benefits to the Collection Trust and access to the Collection that would be achieved by the requested loan.
11. For loans to organizations other than museums, AAM's recommended guidelines that the loan should be "thoughtfully

managed with the utmost care and in compliance with the most prudent practices in collections stewardship.”

4.06 Loan Requests; Loan Agreements. Drexel shall receive and consider requests to borrow Collection objects. When Drexel approves a proposed loan, Drexel shall enter into an appropriate loan agreement with the borrowing institution before the institution may take custody of the objects. Drexel shall, in consultation with the Oversight Committee (defined below), develop a form of loan agreement for lending Collection objects, which will include provisions about the key principles set forth in **Exhibit I.**

4.07 Support for Loans to Non-Museums. For institutional borrowers that are not museums (for example, libraries and schools), Drexel shall work with those institutions to try to satisfy their desire to exhibit Collection objects while also protecting the Collection by, among other measures, the following:

A. Drexel intends to raise funds to create special vitrines (cases) to house objects on loan to non-museum institutions, or to create a special lending “library” of Collection objects that could be more safely lent in those circumstances, including, for example, duplicates or items designated as “study collection.”

B. Where appropriate and reasonably feasible, Drexel may create facsimiles of Collection objects to lend to schools, libraries, and similar institutions in order to protect the original object while still offering the opportunity for viewers to appreciate the physical object in person.

C. Where appropriate and feasible, Drexel may offer one or more of the following options to non-museums: technical assistance (for example, grant writing to support the program, design, interpretation, lighting, etc.); cases with capacity to maintain an appropriate micro-climate in which to house an object; facsimiles, replicas, duplicates, or items from the “study collection”; and panel displays in lieu of objects (for example, graphic displays, potentially in partnership with the American Library Association).

**Article 5 –
Collection Evaluation and Oversight**

5.01 Collection Evaluation. Drexel shall conduct a thorough Collection evaluation to further research the objects in the Collection to understand their connection to Philadelphia’s history and the potential stories the artifacts can be used to tell. Drexel shall include in its Collection evaluation at least the following:

- A. Review of all gift agreements and restrictions.
- B. Identification of each object’s historic value or story.
- C. Identification of the objects that lack Philadelphia historical significance and or provenance.
- D. Identification of artifacts that are in poor condition or duplicative.
- E. Identification of gaps in the Collection and the types of objects and artifacts that should be added to the Collection to tell Philadelphia’s complete history.

5.02 Collection Evaluation Committee. Drexel shall establish a “**Collection Evaluation Committee**.” The chair of the Collection Evaluation Committee is Drexel’s Executive Director, University Collections & Exhibitions.

- A. The Collection Evaluation Committee’s duties are:
 - 1. Support Drexel’s efforts to evaluate the Collection in accordance with Section 5.01.
 - 2. Provide additional expert advice on the historical value of Collection objects.

3. Consider whether Collection objects lack historical significance or interpretive value and might be recommended for deaccession.

4. Make recommendations to the Oversight Committee regarding additions to the Collection and deaccessions from the Collection.

B. Drexel shall appoint to the Collection Evaluation Committee a diverse group of museum, art, and history professionals from Philadelphia's cultural community as well as curatorial professionals from Drexel.

C. In making appointments to the Collection Evaluation Committee, Drexel shall ensure that the committee has the expertise and knowledge of Philadelphia's multiple histories and the diverse programs that could be supported by the Collection.

D. In addition to Drexel's other appointees, Drexel shall appoint to the Collection Evaluation Committee City representatives, including the Museum Trustees, with relevant knowledge and experience.

E. When the Collection Evaluation Committee has completed making recommendations to Drexel, the committee automatically dissolves without the need for additional action by Drexel.

5.03 Oversight Committee. Drexel shall establish a permanent "**Oversight Committee**." The chair of the committee is the person who holds the position of Drexel's Executive Director, University Collections and Exhibitions, as an ex officio voting member of the committee.

A. The Oversight Committee's duties are:

1. To work with Drexel officials to develop a strategy for acquiring new artifacts to add to the Collection that reflect Philadelphia's history or fill gaps in the Collection, and to recommend additions to the Collection.

2. To advise Drexel officials on the development and operation of the Loan Program to make the Collection available to as many museums, historic houses, schools, libraries, and other institutions as possible for exhibits, research, and education, including criteria for which institutions can borrow objects from the Collection and the process for how lending decisions are made.

3. To review and decide on the Collection Evaluation Committee's recommendations regarding acquisitions to and deaccessions from the Collection.

4. After the Collection Evaluation Committee is dissolved, to continue to review and assess the Collection, and review and decide about acquisitions to and deaccessions from the Collection.

B. The Oversight Committee is to be composed of a minimum of 13 members. The membership of the committee must include the following, each with full power to participate in the committee's affairs and vote on committee resolutions:

1. From the Museum Trustees – two persons.
2. From the City – as ex officio, the following two persons: (a) the City's Chief Cultural Officer and, (b) in the Mayor's determination, either the Parks and Recreation Department Preservation and Development Administrator or the Executive Director of the Historical Commission staff (or if the Mayor appoints the Executive Director, that person's designee from among the commission staff).
3. From the Atwater Kent Foundation – two persons.

C. Drexel shall appoint the remaining members of the Oversight Committee, each with full power to participate in the

committee's affairs and vote on committee resolutions. Drexel shall appoint to the committee at least two members of the Drexel University Board of Trustees Collections Committee. Drexel shall appoint the remaining Oversight Committee members, with due consideration of the following:

1. Persons who have expertise in Philadelphia and United States history, politics, and ~~culture~~diverse cultures.

2. Persons who have expertise in art history, material culture, artifact preservation, and conservation of three-dimensional objects, photographs, and archival material.

3. Persons who have demonstrated experience, commitment, and success in administering and managing historical artifacts, artwork, and archives.

D. When the Collection Evaluation Committee completes its work and dissolves, the Museum Trustees also will be dissolved. From that time onward, to replace the Oversight Committee membership positions formerly held by the Museum Trustees, the Mayor of Philadelphia may appoint two additional persons to the Oversight Committee, who will serve at the Mayor's pleasure.

E. Drexel shall convene meetings of the Oversight Committee at least once every two calendar months until the dissolution of the Collection Evaluation Committee. After that, Drexel shall convene meetings of the Oversight Committee at least once each calendar quarter unless a two-thirds majority of all Oversight Committee members approves by resolution a different schedule.

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**Article 6 –
Additions To Collection; Deaccessions From Collection**

6.01 Changes to Collection Generally. The Collection is not static. It must be added to as relevant objects become available, and objects that do not serve the Collection Trust may be deaccessioned.⁸

6.02 Additions to the Collection. Based on the Oversight Committee’s recommendations, Drexel shall acquire objects to add to the Collection as circumstances reasonably permit. Drexel may accept donations, bequests, and other gifts of objects suitable for the Collection on terms that are consistent with Drexel’s fiduciary obligations as trustee of the Collection Trust.

6.03 Deaccession Criteria. Based on the Collection Evaluation Committee’s recommendations and the Oversight Committee’s decisions, and following AAM ethical standards, Drexel may deaccession those Collection objects that

- A. are not historically, culturally, or artistically significant to Philadelphia;
- B. are inadequate due to their condition or duplicative nature;
- C. do not have the capacity to be used either physically or virtually for display or educational purposes; or
- D. are no longer appropriately or legally held by the trustee as part of the Collection due to circumstances outside the trustee’s control (for example, without limitation, a demand for repatriation of an object).

⁸ In this Transfer Agreement, to “deaccession” an object from the Collection means for the trustee of the Collection to make a formal decision and take action to remove the object from the Collection inventory.

6.04 Deaccessioning Procedures.

A. Drexel shall not deaccession any object from the Collection recommended for deaccession by the Collection Evaluation Committee without the Oversight Committee's approval.

B. For each object that the Oversight Committee approves for deaccessioning, Drexel shall review all gift or transfer agreements, if any, that pertain to the object. Drexel shall abide by the provisions of the gift or transfer agreement, including, if prohibited, not deaccessioning the object.

C. After the Collection Evaluation Committee dissolves, if the Oversight Committee recommends a Collection object be deaccessioned, the Executive Director, University Collections & Exhibitions, shall review the recommendation. If the Executive Director disagrees with the recommendation, Drexel shall retain the object in the Collection. If the Executive Director agrees with the Oversight Committee, then Drexel may deaccession the object from the Collection; except as provided below for objects with an estimated value of ~~\$10,000 or more~~ at or above the Threshold Amount (defined below).

D. If the Oversight Committee approves an object for deaccessioning that is valued at \$10,000 (the "Threshold Amount") or more by a qualified, independent appraiser, the Executive Director shall submit the matter to the University Board of Trustees Collections Committee for a final decision. If the University Collections Committee votes to not deaccession the object, then Drexel shall retain the object in the Collection. (Drexel may adjust the Threshold Amount from time to time to be consistent with Drexel's changes to the estimated dollar amount at which University Board of Trustees Collections Committee approval is required under Drexel's deaccession policy for its other collections.)

E. Drexel shall make all objects approved for deaccessioning available for free to non-profit organizations in Philadelphia to

ensure, to the greatest extent reasonably possible, that Collection objects remain in Philadelphia.

1. In making a deaccessioned object available to Philadelphia non-profit organizations, Drexel shall develop an application form and a fair and equitable process for making decisions based on the criteria set forth in **Exhibit J**.

2. When Drexel gives a deaccessioned object to a Philadelphia non-profit organization, Drexel shall require the recipient organization to sign a written gift agreement which requires that if the organization no longer wishes to own the object, the organization shall first offer to return it to Drexel for free. If Drexel accepts the offer, then Drexel may sell the object and shall deposit the net sale proceeds into the Atwater Kent Collection ~~Endowment~~Fund. If Drexel declines the offer, the organization that received the deaccessioned object may dispose of the object at the organization's discretion.

F. If no non-profit wants a deaccessioned object, then Drexel may put the object up for auction. In accordance with museum industry best practices, Drexel shall deposit all net auction proceeds in the Atwater Kent Collection ~~Endowment~~Fund, to support new acquisitions for the Collection and direct care of the Collection. If the object does not sell at auction, then Drexel may dispose of the object at Drexel's discretion, but Drexel may not sell the object in a private sale to any individual affiliated with Drexel as a University Trustee, officer, or employee, or a family member of any of those individuals.

G. Notwithstanding the other provisions of this Section 6.04, if any object recommended for deaccessioning was transferred to the Museum Trustees under the HSP Agreement, then before making a final decision whether to deaccession the object Drexel shall notify HSP in accordance with the HSP Agreement. In addition, if Drexel ultimately deaccessions and auctions the object, then in accordance with the HSP Agreement Drexel shall transfer one-half the net sale proceeds to HSP.

H. With respect to any other individual or organization which may have donated, assigned, or transferred objects to the Museum Trustees, Drexel shall adhere to the provisions of the pertinent documents regarding the deaccessioning of any donated, assigned, or transferred object.

6.05 No Sales for Other Drexel Projects. Drexel shall not deaccession and sell any Collection object to raise funds for university projects or programs unrelated to the Collection's preservation or additions to the Collection.

Article 7 – Reversion to City Ownership

7.01 Reversion to City Ownership. If Drexel fails to abide by the Court Decree or this Transfer Agreement, or if Drexel is no longer able to care for and steward the Collection, the City may retake ownership of the Collection in the manner set forth in this Article 7.

7.02 Breach of Court Decree or Transfer Agreement. If the City believes Drexel is failing to abide by the Court Decree or this Transfer Agreement, the City's Mayor may notify Drexel's President in writing of the alleged failure with sufficient detail for Drexel to understand its specific failure (the "**Default Notice**"). If Drexel's President does not respond to the City's Mayor in writing within 90 days after receiving the Default Notice, either agreeing with or denying the allegations in the Default Notice, then the allegations in the Default Notice are deemed to be true.

A. If Drexel's President states in writing to the City's Mayor that Drexel agrees with the allegations in the Default Notice, or if Drexel's President fails to timely respond in writing to the City's Mayor denying the allegations in the Default Notice, then the City may inform the Attorney General of Drexel's failure, and Drexel may take up to one year following its receipt of the Default Notice to cure its failure to both the Attorney General's and City's reasonable satisfaction. If Drexel's failure is not susceptible of cure within a one-year period, then Drexel may take additional time as reasonably necessary to cure its failure, but in no event may Drexel take more

than three years after Drexel's receipt of the Default Notice. If Drexel does not cure its failure within one-year following its receipt of the Default Notice, or three years if applicable, then the City may submit a petition to Orphans' Court seeking an order directing Drexel to transfer the Collection back to the City, or to take other corrective action as the City may request or as the court deems appropriate.

B. If Drexel's President states in a timely writing to the City's Mayor that Drexel disagrees with the allegations in the Default Notice, then the City's Mayor and Drexel's President each shall appoint representatives who will promptly and in good faith discuss the City's concern, Drexel's performance, and possible measures to address the City's concerns.

1. If six months after Drexel's receipt of the Default Notice the City and Drexel have not resolved their disagreement, the City may raise the issue with the Attorney General.

2. After due investigation and consideration of the City's concern, if the Attorney General agrees that Drexel has failed to comply with the Court Decree or this Transfer Agreement, then Drexel may take up to one year following the Attorney General's determination to cure its failure to both the Attorney General's and City's reasonable satisfaction. If Drexel's failure is not susceptible of cure within a one-year period, then Drexel may take additional time as reasonably necessary to cure its failure, but in no event may Drexel take more than three years from the time of the Attorney General's determination to cure its failure.

3. If Drexel does not cure its failure within one-year following the Attorney General's determination, or three years if applicable, then the City may submit a petition to Orphans' Court seeking an order directing Drexel to transfer the Collection back to the City, or directing Drexel to take other corrective action as the City may request or as the court deems appropriate.

C. Notwithstanding the preceding provisions of this Section 7.02, if the City believes Drexel has breached the Court Decree or this Transfer Agreement and the nature of the breach poses an imminent threat to the security or safety of Collection objects, then the City may immediately submit a petition to Orphans' Court seeking an order directing Drexel to transfer the Collection back to the City or directing Drexel to take other corrective action as the City may request or as the court deems necessary or appropriate to protect Collection objects.

7.03 Drexel Is Unable to Continue As Trustee. If Drexel's President notifies the City's Mayor in writing that Drexel is no longer able to act as trustee of the Collection, then Drexel's President and the City's Mayor shall appoint representatives who will in good faith discuss whether the City will take back ownership of the Collection and, if so, the manner and procedure of the reversion.

A. The City and Drexel shall each endeavor to complete the reversion within one year of the Mayor's receipt of Drexel President's written notice. If, however, they reasonably cannot implement the reversion within that time period despite both parties' good faith efforts, then as soon after that as reasonably possible.

B. Notwithstanding the preceding provisions of this Section 7.03, if the City and Drexel are unable to implement the reversion within three years after the Mayor's receipt of Drexel's President's notice, or if any time during that period the Mayor notifies Drexel's President in writing that the City is unable to take back the Collection and fulfill the trustee's duties, then Drexel may petition Orphans' Court for the appointment of a new successor trustee.

7.04 Drexel Bankruptcy and Related Actions. Due to the nature of the Collection Trust, the trustee's fiduciary responsibilities for the Collection Trust are not assignable but rather are subject to Orphans' Court jurisdiction and oversight. Therefore, if any of the following events occur, the City may immediately terminate this Transfer Agreement and take back ownership of the Collection by written notice to Drexel, its receivers, trustees, assignees, or other representatives, as the case may be:

- A. Drexel becomes insolvent.
- B. Drexel files a bankruptcy petition or a petition to take advantage of any insolvency laws, or has a petition filed against it to place it in bankruptcy and the petition is not dismissed within 30 days of filing.
- C. Drexel makes an assignment for the benefit of its creditors.
- D. Drexel is placed in the hands of a temporary or permanent receiver, liquidator, trustee, or custodian, whether court appointed or imposed under action by the Commonwealth of Pennsylvania.
- E. Drexel liquidates its business.

Article 8 – Collection Reports

8.1 Collection Reports. Drexel shall provide reports about the Collection and Drexel’s activities as Collection trustee under the Court Decree and this Transfer Agreement (each a “**Collection Report**”). Drexel shall include in each Collection Report, at a minimum, the information listed in **Exhibit K**. Drexel shall provide each Collection Report to the President of the Museum Trustees, the City’s Chief Cultural Officer, and the Attorney General’s office, each at its respective address set forth in Section 10.01 regarding notice.

A. Quarterly Reports. During the period of the Collection Evaluation Committee’s work, Drexel shall provide a Collection Report not later than 30 days after the end of each calendar quarter.

B. Annual Reports. After the Collection Evaluation Committee completes its work and dissolves, Drexel shall provide Collection Reports annually not later than 60 days after the end of each calendar year. Drexel’s obligation to deliver annual Collection Reports survives the completion of the City’s transfer of the Collection to Drexel as successor trustee.

8.2 Public Access to Reports.

A. Drexel shall post each Collection Report on the Website and make it free to access, read, download, and print.

B. The City shall post each Collection Report on the Philadelphia History Museum at the Atwater Kent website and make it free to access, read, download, and print, until the Museum Trustees dissolve and the City discontinues that website.

Article 9 – [Reserved]

Article 10 – General Provisions

10.01 Notice. To be effective, any notice, approval, demand or other communication, including the Collection Reports, that this Transfer Agreement requires or that a party desires to give must be in writing sent by (1) professional messenger service or air express service that provides signed receipts, (2) sent by United States certified mail, return receipt requested, or (3) e-mail that is confirmed as delivered and read. The notice must be addressed as set forth below, as appropriate to the manner of delivery:

If to City: Chief Cultural Officer
Managing Director's Office
1420 JKF Boulevard
14th Floor
Philadelphia, PA 19102

E-Mail: ~~Kelly.Lee@phila.gov~~ Kelly.Lee@phila.gov

With a copy to: David Rasner, President
Board of Trustees of the Atwater Kent Museum
c/O Managing Director's Office
1420 JFK Boulevard
14th Floor

Philadelphia, PA 19102

~~_____ E-Mail: drasner@foxrothschild.com~~

~~_____ E-Mail: drasner@foxrothschild.com~~

And to: Divisional Deputy City Solicitor
Real Estate & Development
City of Philadelphia Law Department
One Benjamin Franklin Parkway – 17th Floor
1515 Arch Street
Philadelphia, PA 19102

~~_____ E-Mail: maryjosephine.markel@phila.gov~~

~~_____ E-Mail: maryjosephine.markel@phila.gov~~

If to the
Attorney General: Pennsylvania Office of Attorney General
Charitable Trusts and Organizations Section
1600 Arch Street
Suite 300
Philadelphia, PA 19103
Attention: David Dembe,
Senior Deputy Attorney General

E-Mail: ddembe@attorneygeneral.gov

If to Drexel: Vice Provost & Executive Director
Lenfest Center for Cultural Partnerships,
Drexel University
URBN Center
3501 Market Street, Suite 10F, Office 1A
Philadelphia, PA 19104

E-mail: Rosalind.remer@drexel.edu

With a copy to: Office of the General Counsel
Drexel University
3020 Market Street

Suite 102
Philadelphia, PA 19104

E-Mail: exler@drexel.edu

A. Notice given pursuant to (1) and (2) above is deemed received upon actual receipt or upon the recipient's refusal to accept delivery. Notice given pursuant to (3) above is deemed received upon confirmed receipt that the email was successfully delivered and read.

B. Either party may change the addresses at which it is to receive notice by providing notice to the other party in accordance with this Section 10.01. If the Attorney General's Office notifies the parties that it has a new office address or new address it uses for notice purposes, then the Attorney General's new address applies under this Section 10.01.

10.02 Representations and Warranties. The City and Drexel each represents and warrants the following:

A. It has the full and unrestricted right and authority to enter into this Transfer Agreement and to fully perform its obligations under this Transfer Agreement.

B. No other approval or authorization of any third party is required to make this Transfer Agreement legally binding on it.

10.03 Integration Clause. Except for the professional services agreement between the City and Drexel regarding the collection evaluation, together with its anticipated renewals (the "**Professional Services Contract**"), this Transfer Agreement is the complete, final, and exclusive expression of the City's and Drexel's agreement about the Collection and the Collection Trust. Except for the Professional Services Contract, all prior negotiations and agreements, if any, between the City and Drexel relating to the Collection or the Collection Trust are superseded by and merged into this Transfer Agreement.

10.04 Force Majeure Events. A party to this Transfer Agreement is

excused from compliance with any provision of this Transfer Agreement for the period of time when the party's compliance is rendered impossible by any event in the nature of the following and that party cannot reasonably make alternative arrangements to comply with the provision despite the event:

- A. Hurricane, tornado, blizzard, or other extreme weather.
- B. Earthquake, flooding, or other geologic disturbance.
- C. War, terrorism, riot, insurrection, embargo, or labor strike (except a strike by a party's own employees or its contractors' employees).
- D. Pandemic, epidemic, or other public health emergency.
- E. Fire, explosion, or other casualty not caused by the party asserting it is excused from compliance due to a force majeure event.

10.05 Interpretation.

A. The rule of interpreting any ambiguities in an agreement against the drafter of the agreement does not apply to the interpretation of this Transfer Agreement.

B. In this Transfer Agreement, the words "include" "includes" and "including" have the same meaning as "including but not limited to."

C. In this Transfer Agreement, the word "shall" signals an obligation; the word "must" signals a condition precedent or condition to effectiveness, unless the context clearly indicates otherwise.

D. The language in all parts of this Transfer Agreement is to be construed as a whole according to its fair meaning and not strictly for or against either the City or Drexel. When the context of this Transfer Agreement requires, the neuter gender includes the masculine and feminine, and the singular includes the plural.

E. The captions used in this Transfer Agreement are for the purpose of convenience only and do not limit or extend the meaning of any provision of the agreement.

10.06 Officials and Successors to Their Powers and Duties. In case any official position referred to in this Transfer Agreement is changed or eliminated, wherever this Transfer Agreement refers to a specific City official or Drexel official, the reference includes the official who succeeds to the powers and duties of that official.

A. In the case of a City official position that is changed or eliminated, the official succeeding to those powers and duties is the official designated by the City's Home Rule Charter or, absent a designation in the charter, the official designated by the Mayor.

B. In the case of a Drexel official position that is changed or eliminated, the official succeeding to those powers and duties is the official determined by Drexel's President.

10.07 Waivers. Neither party is deemed to have waived any provision of this Transfer Agreement unless it has done so in a writing that identifies itself as a waiver and is signed for the City by the Mayor or Chief Cultural Officer, and for Drexel by the University President or the Executive Director, University Collections & Exhibitions.

A. Neither party may grant any waiver the effect of which would contravene the Court Decree and Collection Transfer Plan.

B. Either party's failure at any time to require the other party's performance of any obligation under this Transfer Agreement does not affect a party's right subsequently to require performance of that obligation.

C. Neither party's waiver of any breach of any provision of this Transfer Agreement is deemed a waiver of any continuing or succeeding breach of the provision or a waiver or modification of the provision.

D. If a party does not timely respond to the other party's request to waive any requirement or provision in this Transfer Agreement, then the non-responding party is deemed to have refused the request.

10.08 No Third-Party Beneficiaries. There are no third-party beneficiaries of this Transfer Agreement.

10.09 Successors and Assigns. This Transfer Agreement binds the City and Drexel and their respective successor and assigns.

10.10 No Effect of Museum Trustees' Dissolution. The dissolution of the Museum Trustees after the Effective Date does not affect the provisions of this Transfer Agreement and does not cause this Transfer Agreement to terminate or lapse. Rather, after dissolution of the Museum Trustees, this Transfer Agreement remains in effect and enforceable by the City and Drexel according to its terms.

10.11 Agreement Governed by Pennsylvania Law; Jurisdiction and Venue. This Transfer Agreement is governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its choice of law provisions. All court actions brought under this Transfer Agreement must be brought in the Orphans' Court and its courts of appeal. Each party consents to venue in the Court of Common Pleas for Philadelphia County and each waives its right to move to remove venue to any federal court or to a court in another jurisdiction outside Philadelphia County.

10.12 Counterparts. This Transfer Agreement may be executed by the parties in any number of counterparts, each of which is an original, and all of which together are one and the same document.

[Remainder of page left blank intentionally; signature page follows]

AS EVIDENCE OF THEIR AGREEMENT TO THE PROVISIONS SET FORTH ABOVE, the City and Drexel have duly executed this Atwater Kent Collection Transfer Agreement on the date beneath their respective signatures below, effective as set forth in Section 1.02.

APPROVED AS TO FORM
Diana P. Cortez, City Solicitor

CITY OF PHILADELPHIA
BOARD OF TRUSTEES OF THE
ATWATER KENT MUSEUM

PER: _____
LAWRENCE K. COPELAND
SENIOR ATTORNEY

BY: _____
DAVID RASNER
PRESIDENT

DATE: _____

OFFICE OF ARTS, CULTURE, AND THE
CREATIVE ECONOMY

BY: _____
KELLY LEE
CHIEF CULTURAL OFFICER

DREXEL UNIVERSITY:

BY: _____
JOHN FRY
PRESIDENT

DATE: _____

EXHIBIT A

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

COLLECTION TRANSFER PLAN

EXHIBIT B

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

BOARD OF TRUSTEES OF THE ATWATER KENT MUSEUM RESOLUTION,
NOVEMBER 25, 2019

EXHIBIT C

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

DREXEL UNIVERSITY BOARD OF TRUSTEES RESOLUTION,
DECEMBER 4, 2019

EXHIBIT D

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

**PETITION OF THE CITY OF PHILADELPHIA, BY ITS BOARD OF TRUSTEES OF
THE ATWATER KENT MUSEUM, TRUSTEE, TO DEVIATE FROM THE
ADMINISTRATIVE PROVISIONS OF THE ATWATER KENT MUSEUM
COLLECTION TRUST AND TO SUBSTITUTE DREXEL UNIVERSITY AS THE
NEW TRUSTEE OF THE COLLECTION**

EXHIBIT E

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

PHILADELPHIA COURT OF COMMON PLEAS,
ORPHANS' COURT DIVISION, DECREE,
[DATE AND DECREE TO FOLLOW]

EXHIBIT F

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

**AMERICAN ALLIANCE OF MUSEUMS COLLECTION STEWARDSHIP
STANDARDS**

EXHIBIT G

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

LIST OF OBJECTS ON LOAN FROM THE ATWATER KENT COLLECTION

EXHIBIT H

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

AMERICAN ASSOCIATION OF MUSEUMS GENERAL FACILITY REPORT

EXHIBIT I

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

KEY PRINCIPLES FOR LOAN AGREEMENT

A. Drexel shall include in the loan agreement the following [Drexel will provide some of the required information]:

1. Borrower's name, address, and contact information for responsible person(s).
2. Purpose of loan.
3. Length of loan.
4. Description of requested item(s): maker, date, origin, medium, size, accession number, etc.
5. Description of frame, pedestal, mount, etc., accompanying requested item(s).
6. Condition of requested item(s), if known.
7. Valuation for insurance.
8. Credit line will be... [Drexel will provide].

B. The loan agreement will require the borrower to do or agree to the following:

1. Provide an up-to-date facilities report, including temperature, relative humidity, and light levels at venue.
2. State the institution's community engagement and outreach plan for the object's exhibition.
3. Pay the following costs where appropriate (unless Drexel grants an exemption):
 - appraisal
 - conservation
 - packing and transportation (wall to wall)
 - insurance
4. Provide details of the insurance carrier.
5. Provide a condition report of the item(s) upon receipt.
6. Monitor the environment of the objects while on loan.
7. Notify Drexel immediately of any actual or possible damage.
8. Credit the loan as required.
9. Seek permission from Drexel prior to undertaking any photography and video of the objects.
10. Not alter, clean or repair the object without Drexel's prior permission.

11. Termination date details and/or need of extension in some cases to be submitted in writing.

12. Drexel has the right to recall a loan at any time, with sufficient notice.

C. For a borrowing institution that is not a traditional museum or library with experience in receiving loans of historical artifacts:

Drexel may provide assistance in completing the loan form, focusing on those questions and answers that are appropriate to the borrowing institution's particular circumstances.

EXHIBIT J

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

**PROCESS TO SELECT PHILADELPHIA NONPROFIT ORGANIZATIONS TO
RECEIVE OBJECTS DEACCESSIONED FROM THE ATWATER KENT
COLLECTION AT DREXEL UNIVERSITY**

1. Drexel shall post on the Website a list of deaccessioned objects available for transfer to nonprofit institutions.
2. Drexel shall provide an opportunity for representatives from interested institutions to view the objects in person.
3. The application for an institution to request that Drexel transfer a deaccessioned object to the institution would be posted on the Website.
 - A. The application will be a screening tool to ensure that, where appropriate, institutions that acquire objects from the Atwater Kent Collection at Drexel University (the “**AKC@DU**”) meet accepted standards for museum and library practices and collections care and management.
 - B. The main part of the application will be the institution’s rationale for acquiring the object, including the institution’s mission statement, its general background, the objects it wishes to acquire and why, the institution’s ability to properly care for the objects, and the public access to the object that the institution would provide.
4. The Executive Director, University Collections and Exhibitions, will review each application, including the institution’s stated rationale for acquisition and interpretive intent, and will make a recommendation to the Collection Oversight Committee. If the Committee approves the transfer, the acquiring institution will be required to arrange and pay for safe transport of the objects from the Collection storage facility.
5. If more than one institution wishes to acquire an object, Drexel will determine priority among the institutions based on the following:
 - A. Institutions with missions and collections that are connected to or complement the AKC@DU’s Collections.

- B. Among those institutions that satisfy the first criterion, giving first priority to those located in the City of Philadelphia and, second, to those institutions outside Philadelphia but in the four Pennsylvania counties surrounding Philadelphia.
 - C. Institutions in the Mid-Atlantic region whose missions and collections include objects like those contemplated for transfer.
6. In order to take possession of the objects, Drexel shall require institutions to sign a transfer agreement that will include conditions regarding deaccessioning of the objects. Acquiring organizations and institutions must agree that they will not deaccession any of the AKC@DU objects. If they no longer wish to retain any of the materials acquired through this process, they must offer them back to Drexel University.

EXHIBIT K

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

COLLECTION REPORT: REQUIRED INFORMATION AND SAMPLE

Drexel's Collection Reports must include the following:

1. A narrative of the general status of the Collection.
2. The total number of objects in the Collection.
3. A list of the Collection Evaluation Committee members, identifying those who joined the committee since the previous report and their areas of expertise. (The first report is to list all committee members and their areas of expertise.)
4. A list of objects added to the Collection since the previous report (or statement that none have been added), how each new object was acquired (for example, by gift, donation, acquisition, etc.), the significance of the object, how it pertains to Philadelphia's history, and its provenance to the extent known.
5. A list of objects deaccessioned from the Collection since the previous report, or statement that none have been deaccessioned. The list must include the names of the non-profit institutions, if any, that acquired deaccessioned objects and the objects they each acquired.
6. A list of each object from the Collection loaned to another institution since the last report, and the start and end date of the loan. If the loaned object is (or will be) part of a traveling exhibition, Drexel shall include in the report the full length of the tour, the name and address of each institution that will borrow the object, and the start and end dates of each institution's borrowing.
7. A list of each object returned to the Collection by a borrowing institution since the last report (or statement that none have been returned) and the object's condition upon its return. If an object was damaged while on loan or in transport, Drexel shall include in the report the measures it is taking (or took) to restore and conserve the object.

8. The status of Drexel's insurance for the Collection (which may be blanket coverage).
9. Special exhibitions of Collection objects Drexel staged since the last report, or that it plans to stage within the next 24 months.
10. The status of Drexel's digitization of the Collection.
11. Collection conservation and maintenance projects (including conservators' treatment reports), if any, still ongoing since the previous report, completed since the previous report, or started since the previous report.
12. A list of Oversight Committee members and any members who have departed from the committee since the previous report. (The first report after the Oversight Committee is formed is to list all committee members and their areas of expertise.)

ATWATER KENT COLLECTION TRANSFER AGREEMENT

This ATWATER KENT COLLECTION TRANSFER AGREEMENT (the “**Transfer Agreement**”) is made _____ between the City of Philadelphia (the “**City**”), acting through its Board of Trustees of the Atwater Kent Museum (the “**Museum Trustees**”) and Office of Arts, Culture, and the Creative Economy, and Drexel University (“**Drexel**”), a Pennsylvania nonprofit corporation.

BACKGROUND

A. The Museum Trustees have acted as trustee of the Atwater Kent Museum collection (the “**Collection**”) since 1938.

B. The Museum Trustees concluded that it could no longer operate the Atwater Kent Museum and on June 30, 2018, closed the museum building located at 13–17 South 7th Street, in Philadelphia (the “**Former Museum Building**”).

C. The Museum Trustees and Drexel officials negotiated a plan by which the City would transfer the Collection to Drexel and Drexel would become trustee of the Collection and undertake various responsibilities for the Collection (the “**Collection Transfer Plan**”). A copy of the Collection Transfer Plan is attached to this Transfer Agreement as **Exhibit A**.

D. On November 25, 2019, the Museum Trustees passed a resolution approving the Collection Transfer Plan and authorized the Museum Trustees’ President to take all steps and execute all agreements necessary and prudent to implement the Collection Transfer Plan. A copy of the Museum Trustees’ resolution is attached to this Transfer Agreement as **Exhibit B**.

E. On December 4, 2019, the Board of Trustees of Drexel University (the “**University Trustees**”) passed a resolution that approved the Collection Transfer Plan, authorized Drexel to accept the Collection on the terms described in the Collection Transfer Plan, negotiate and execute a definitive transfer agreement, and authorized Drexel’s President and other designated officers to take such actions and execute such instruments and

documents as may in their judgement be necessary or desirable to accomplish the purposes of the resolution. A copy of the University Trustees' resolution is attached to this Transfer Agreement as **Exhibit C**.

F. On September 1, 2021, the City filed a petition (the "**Petition**") in the Court of Common Pleas of Philadelphia, Orphans' Court Division ("**Orphans' Court**"), seeking the court's approval of the Collection Transfer Plan and a court order permitting the City to implement the plan. A copy of the City's Petition is attached to this Transfer Agreement as **Exhibit D**.¹

G. In addition to the Collection Transfer Plan, the City and Drexel negotiated a term sheet that addresses several specific procedures and obligations related to the City's transfer of the Collection to Drexel. The term sheet is Exhibit 15 to the Petition.

H. Orphans' Court Administrative Judge Sheila Woods-Skipper held a hearing on the City's petition on February 28, 2022. At the conclusion of the hearing, Judge Woods-Skipper decided to bifurcate the hearing on the City's petition until she reviewed a final form of transfer agreement between the City and Drexel setting forth detailed provisions about the transfer and Drexel's ongoing obligations with respect to the Collection.

I. On _____, 2022, Judge Woods-Skipper issued a decree approving the Petition and the City's transfer of the Collection to Drexel as successor trustee, subject to the provisions of this Transfer Agreement. A copy of Judge Woods-Skipper's decree (the "**Court Decree**") is attached to this Transfer Agreement as **Exhibit E**.

J. This Transfer Agreement sets forth the final provisions pursuant to which the City will transfer the Collection to Drexel and Drexel's obligations as Collection trustee.

¹ The Petition as attached does not include the exhibits to it, which together are 230 pages in length. The Petition exhibits most germane to this Transfer Agreement are included as separate exhibits to this Transfer Agreement.

Accordingly, the City and Drexel, each intending to be legally bound, agree to the following:

**Article 1 –
Collection Transfer; Effectiveness of Transfer**

1.01 Collection Transfer. Subject to the provisions of this Transfer Agreement, the City transfers all its rights, title, and interests in the Collection to Drexel University, as successor trustee, and Drexel accepts the Collection and shall serve as trustee of the Collection.

1.02 Effective Date; Term. This Transfer Agreement is effective the last day it is signed by the City and Drexel (the “**Effective Date**”), as indicated beneath the signature lines below. This Transfer Agreement remains in effect indefinitely unless terminated under the provisions of Article 7.

1.03 Defined Terms. Words and phrases defined in the Preamble and Background of this Transfer Agreement are used in this Transfer Agreement as defined in the Preamble and Background. Unless defined otherwise in this Transfer Agreement, capitalized words and phrases used below have the meanings assigned to them in the Petition.

**Article 2 –
Drexel’s Obligations as Trustee**

2.01 Drexel is Fiduciary Trustee. Drexel assumes and accepts the custody and care of the Collection as trustee and shall manage the Collection as fiduciary for the benefit of Philadelphia’s citizens consistent with the City’s ordinance regarding the Collection, approved July 28, 1938, the Petition, the Court Decree, and this Transfer Agreement. In assuming and accepting custody and care of the Collection, Drexel defines its mission, as trustee, as follows:

As trustee of the Atwater Kent Collection, Drexel shall ensure that everyone interested in accessing and exploring Philadelphia’s diverse histories represented in the Collection’s artifacts and archives may do so through exhibitions, a lending

program, and a digital portal, thus continuing and building on the mission of the Atwater Kent Museum.

2.02 Collection Care. Drexel shall care for the Collection and conserve Collection objects in accordance with the standards of the American Alliance of Museums (“**AAM**”), as those standards may be amended from time to time, and otherwise in accordance with prevailing museum best practices.² AAM’s standards are attached to this Transfer Agreement as **Exhibit F**.

2.03 Collection Name. The Collection is named forever as “The Atwater Kent Collection at Drexel University.”

2.04 Trust and Collection Location; In-Person Access. Drexel shall retain the Collection and the Collection Trust situs in Philadelphia forever on the following terms and conditions:

A. Drexel shall endeavor to store those Collection objects not on exhibit (the “**Non-Exhibited Objects**”) in a location within Philadelphia and, if reasonably possible, in Center City Philadelphia. Due to the necessary flexibility Drexel needs to have with respect to available space and its cost, accessibility, and suitability, Drexel is not obligated to keep the Non-Exhibited Objects physically stored within the City’s geographic limits, but Drexel shall physically store the Non-Exhibited Objects within the five-county Philadelphia metropolitan area (the Pennsylvania counties of Philadelphia, Bucks, Montgomery, Delaware, and Chester).

B. This Section 2.04 does not prohibit Drexel from loaning Collection objects to institutions outside Philadelphia from time to time.

² The American Alliance of Museums modifies its ethical standards and professional practices as warranted by the evolving circumstances in which museums operate. On the Effective Date of this Transfer Agreement, the American Alliance of Museums (“**AAM**”) ethical standards and professional practices may be accessed at <https://www.aam-us.org/programs/ethics-standards-and-professional-practices/collections-stewardship-standards/> .

C. Drexel shall provide reasonable in-person access to the Non-Exhibited Objects to researchers by appointment. Drexel shall make information regarding how to apply for the in-person access available on the Collection Website (defined below).

2.05 Gift Agreements and Restrictions; Existing Loans.

A. Drexel shall comply with all obligations and restrictions that apply to Collection objects on the Effective Date, whether under gift or donation agreements, bequests, deeds of trust, or otherwise.

B. A list of all Collection objects on loan to other institutions on the Effective Date is attached as **Exhibit G**.³ On the Effective Date, the City assigns all its rights and delegates all its obligations to Drexel under each loan agreement pertaining to those loaned objects, and Drexel accepts those rights and obligations and releases the City from them.

2.06 Contractual Obligations to Historical Society of Pennsylvania.

By agreement dated June 19, 2009, between the Historical Society of Pennsylvania (“**HSP**”) and the City (the “**HSP Agreement**”), HSP irrevocably and unconditionally gave, transferred, and assigned to the Museum Trustees, as a gift, “all of the Society’s right, title, and interest (including, without limitation, all copyright, trademark and related interests and all income derived therefrom) in and to the Transferred Artifacts [as defined in the HSP Agreement].”

A. The Transferred Artifacts are part of the Collection and are included in the City’s transfer of the Collection to Drexel under this Transfer Agreement.

B. On the Effective Date, the City assigns all its rights and delegates all its obligations under the HSP Agreement to Drexel, and Drexel accepts those rights and obligations and releases the City from them.

³ The attached list of loaned objects is updated since the date of the list of loaned objects attached as Petition Exhibit 6.

C. Drexel shall comply with all the obligations of the Museum Trustees [referred to as “Museum”] under the HSP Agreement.

2.07 Endowment and Fundraising in Support of the Collection; Proceeds from Deaccessioned Objects.

A. Drexel shall establish and maintain two funds in support of the Collection.

1. The first fund will be a restricted fund for the direct support of the Collection (the “**Atwater Kent Collection Fund**”), consisting of proceeds from any sales of deaccessioned Collection objects. Drexel shall hold and administer the Atwater Kent Collection Fund as part of Drexel University’s restricted funds. Drexel shall use income and principal of the Atwater Kent Collection Fund solely to support direct care and preservation of the Collection and for additions to the Collection.

2. The second fund will be an endowed fund restricted for the care and operations of the Collection (the “**Atwater Kent Collection Endowment**”), consisting of monies raised by Drexel in support of the Collection. Drexel shall hold and administer the Atwater Kent Collection Endowment as part of Drexel University’s endowment funds. Drexel shall use only the income of the Atwater Kent Collection Endowment solely to support the care and operations of the Collection, subject to and in accordance with Drexel’s policies and procedures regarding investment of, and distributions from, endowed funds.

B. In addition to funds for the Atwater Kent Collection Endowment, Drexel shall seek grants and other philanthropic support for the Collection and to underwrite Collection operations and programs. Drexel may obtain grants to support the Collection that are restricted to a particular program or use associated with Collection management, including exhibitions, conservation, the

Website (defined below), public and educational programs, special courses, technology, and materials. The funds Drexel raises for these purposes would be distinct from those raised to include in the Atwater Kent Collection Endowment principal.

2.08 Staffing. At all times while serving as trustee of the Collection, Drexel shall hire appropriate staff to curate and administer the Collection Trust, manage the care, storage, and loan program of the Collection, and fulfill all of Drexel's trustee obligations set forth in this Article 2. Drexel shall develop an annual budget for the staffing and care of the Collection as part of its annual budgeting process.

A. On the Effective Date, Drexel employs a Project Director, a Director of the Collection, a digital coordinator, and five collection assistants, who together are dedicated to evaluating and researching the Collection, photographing, scanning, and editing images of Collection objects, and updating the Collection's management database.⁴ In addition, Drexel students assist these professionals through Drexel's cooperative program (the "**Co-op Program**"). Students from the Co-op Program work full-time during a designated six-month period.

B. For the fiscal year starting July 1, 2022, Drexel shall add to the Collection administration staff an Assistant Director of the Collection and a post-doctoral fellow in history and material culture.

C. When the Collection evaluation is complete, Drexel shall have staff dedicated to the Collection who will perform the following functions and roles: registrar, curator, inventory and loan program management, on-going photographing and digitization of Collection objects, management of the Website (defined below), and evaluating new acquisitions.

D. Drexel shall properly conserve Collection objects. Drexel may hire qualified third-party specialists to perform conservation as

⁴ These positions are paid for, in part, with funds paid by the City under the Drexel Contract, described in Petition paragraphs 36—38.

required (for example, without limitation, the Conservation Center for Art and Historic Artifacts).

2.09 No Sales for Other Drexel Projects. Drexel shall not deaccession and sell Collection objects to raise funds for university projects or programs unrelated to the Collection’s preservation or additions to the Collection.

2.10 Future Changed Circumstances. If in the future Drexel determines it is necessary to deviate from any gift or donation agreement, bequest, deed of trust, or other restriction regarding a Collection object, Drexel shall seek approval from (A) the object donor (or other party with the legal interest in the object to validly grant the approval), if living, or their designated successor representative, if any, (B) the Office of Attorney General of the Commonwealth of Pennsylvania (the “**Attorney General**”) as *parens patriae*, and (C) the court with appropriate jurisdiction, as applicable or otherwise required by law.

2.11 Drexel Not a City Agency. Notwithstanding any other provision of this Transfer Agreement, nothing in this Transfer Agreement makes Drexel an agency of the City.

Article 3 – Collection Website and Object Digitization

3.01 Collection Website. Drexel shall develop, activate, and maintain a free user-friendly website (the “**Website**”) that provides access to digital images of Collection objects and each object’s associated information. Drexel intends to complete an initial launch of the Website with a representative sample of viewable Collection items not later than six months after the Court Decree. At a minimum, when fully functional, the Website must enable site visitors to do the following:

1. Learn about the Collection as a whole, including the creation and development of the former Atwater Kent Museum, and the growth and scope of the Collection.
2. Submit questions about the Collection.

3. Learn about individual Collection objects.
4. Understand requirements and procedures for borrowing Collection objects.
5. Submit requests to borrow objects from the Collection for short-term, medium-term, or long-term loans for exhibitions and programs.
6. Learn about Drexel's past, ongoing, and planned exhibits of Collection objects.
7. View online Collection digital exhibits curated by visitors to the Website.
8. Know which objects are on loan to other institutions and the dates each object will be on loan to the borrowing institution. As an example, the list of Collection objects on loan on the Effective Date is attached as Exhibit G.
9. Download and print all images and information from the Website **for free** with attribution and proper credit lines and subject to any applicable copyrights. If a user needs a high-resolution image for publication or other commercial use, the user may request the order be fulfilled through the Collection agent.⁵ Fees associated with those requests will vary according to usage. A user also may ask Drexel to create new images of an object for a fee that covers the cost of the new photographs.
10. For researchers, request an appointment to view Non-Exhibited Objects at the storage facility where the Non-Exhibited Objects are located.

3.02 Digitize the Collection. Drexel shall photograph representative portions of the Collection and upload the resulting digital images to the

⁵ On the Effective Date, the Collection agent is Bridgeman Images.

Collection management database, PastPerfect On-Line.⁶ Subsequently, Drexel shall post the images and associated information about each digitized object on the Website. With advancements in computer hardware and software and digital storage capabilities, Drexel may in time use a different program or means to help manage the Collection as Drexel deems best serves its administration of the Collection Trust.

A. Drexel shall upload digitized images to the Website to provide museums, historic houses, schools, libraries, other institutions, and individuals with information on the vast contents of the Collection, make the Collection discoverable to the public, and show the objects that are available to borrow on a short-term, medium-term, or long-term basis.

B. Drexel shall cause the digitization project to follow imaging standards set by professional organizations such as the National Digital Stewardship Alliance, the Digital Library Federation, and the Society of American Archivists. Drexel shall initially create two forms of digital images: master copies (optimized for longevity and preservation) and deliverables (optimized for use). Drexel shall create the master copies in 1:1, 600 dpi, 24-bit color uncompressed TIFF.⁷ Drexel shall create images for the Website following the software PastPerfect requirement of a maximum 2000 kb JPG.

C. As technological capabilities progress, Drexel shall create images of newly acquired Collection objects consistent with the prevailing standards of the museum industry. Drexel is not obligated

⁶ As explained in the Petition, PastPerfect is a software program generally recognized in the museum industry as effective software for museum collection management. See, Petition ¶ 33, p. 8.

⁷ For ease of reading, this Transfer Agreement uses acronyms common in current technology vernacular. “DPI” means “dots per inch.” “TIFF” means “tagged image file format.” “JPG” means “Joint Photographic Experts Group” and refers to a standardized format for storing graphic data in binary computer files in compressed data.

to create new images for each Collection object with each new technological advance, but it may do so as is financially and practically possible.

D. Where appropriate and practical, Drexel shall create images of each object from different angles and proximity to enable viewers to see and appreciate the object's detail, materials, character, and scale.

1. For example, for an individual object, Drexel may create an overview image, varying view images, and detail images of the maker's mark, signatures, dimensions, and other pertinent details.

2. Drexel will save the images to files on a Drexel server according to each object's accession number and will attach appropriate metadata to each image in the upload process.

3. Drexel's information technology staff will create a virtual home or web presence for the Collection under Drexel.edu that is the public gateway to the online, freely accessible version of the PastPerfect Collection database.

4. Drexel shall use the PastPerfect Collection database to make Collection materials accessible and discoverable for individuals and organizations and anyone who wishes to explore Philadelphia history through the Collection.

Article 4 – Exhibitions; Lending Collection Objects

4.01 Exhibitions. Drexel shall use the Collection to curate exhibits on Drexel's Philadelphia campuses that are open to the public and that will include free exhibits.

4.02 Inaugural Exhibition. Depending on the timing of the Court Decree, Drexel intends to stage its first exhibition from the Collection, titled *Philadelphia Revealed*, opening in 2023, with a focus on materials that

were not on permanent display at the former Museum Building. Drexel intends to hold the show in two Drexel spaces: the newly renovated gallery in the Paul Peck Center on Market Street (designed by Frank Furness as the Centennial National Bank), and the Leonard Pearlstein Gallery on Filbert Street, which together make possible a substantial display across 4,500 sq. ft. of gallery space.

4.03 Lending Collection Objects: General Considerations. A primary goal of the City and Drexel in entering into this Transfer Agreement is to make Collection objects more accessible to the public in more places, so that access to see Collection objects in person is easier, more practical, and more relevant for Philadelphia's citizens. Collection objects should always be protected from damage, however, and many Collection objects require special care. Therefore, an institution's ability to protect and care for a Collection object in its custody is a critical factor in Drexel's determination whether to loan a particular Collection object to that institution. Also, although this Transfer Agreement establishes standards by which Drexel is to loan Collection objects, museum best practices in this regard will likely evolve over time. The current version of AAM's standard facility report that, on the Effective Date, Drexel requires from potential borrowing institutions when it lends an object from Drexel's collections, is attached to this Transfer Agreement as **Exhibit H**.

A. Therefore, with respect to lending Collection objects, Drexel shall at all times adhere to best practices and ethical guidelines of the AAM. (See, Section 2.02 and accompanying footnote.)

B. Drexel shall develop and operate an active Collection loan program for short-term, medium-term, and long-term loans to nonprofit cultural institutions and academic institutions in Philadelphia (including historic sites, societies, and houses; libraries; and museums), and to cultural and academic institutions outside Philadelphia, as appropriate and consistent with AAM standards. Subject to the time it reasonably takes to appoint members to the Oversight Committee (defined below), and for the Committee to perform its work, Drexel shall work in good faith with the Oversight Committee to complete the loan program and post it on the Website within one year following the Court Decree. Drexel's start of the loan

program depends on when the Museum Trustees and City, or Drexel, move the Collection to a new storage facility. In the interim, Drexel shall make a good faith effort to fulfill institutional loan requests when feasible.

4.04 Loan Program Development. Drexel shall develop a written loan program for the Collection (the “**Loan Program**”) upon the advice of the Collection Oversight Committee and shall provide a copy of the Loan Program to the City’s Chief Cultural Officer and to the Attorney General.

4.05 Loan Program Requirements. Except as may be modified in accordance with the advice of the Oversight Committee, Drexel shall include in its Loan Program the following criteria when Drexel considers whether to approve an institution’s request to borrow a Collection object:

1. For each object the institution is asking to borrow, the object’s historical or artistic importance; physical condition; vulnerability to damage from factors such as heat, humidity, light, vibration, and other reasonably foreseeable factors; and the necessary steps to appropriately assess, pack, transport, unpack, mount or display, protect, and return the object to Drexel without damage.
2. The institution’s mission and operations and their relation to the object the institution asks to borrow and the institution’s proposed exhibition.
3. The institution’s history of exhibiting historical artifacts, artwork, and archival material, and any issues that may have arisen with prior exhibitions.
4. The institution’s staff who are dedicated to the care, handling, conservation, and security of historical artifacts, artwork, and archival material, and the degree of training and experience of that staff.
5. The institution’s current exhibition facilities, including temperature and humidity controls, lighting, and security devices and procedures.

6. The financial and practical feasibility of improving the institution's exhibition facilities and practices to a standard that ensures the appropriate care and protection of the object.

7. Whether the institution proposes the object be physically touched by viewers; for example, to be handled by school students or used in demonstrations.

8. The cost to appropriately insure the object and whether the institution can pay that cost.

9. The educational, social, and cultural benefits to the institution and the community it serves that would be benefitted by the requested loan, and the institution's community engagement and outreach plan for the object's exhibition.

10. The benefits to the Collection Trust and access to the Collection that would be achieved by the requested loan.

11. For loans to organizations other than museums, AAM's recommended guidelines that the loan should be "thoughtfully managed with the utmost care and in compliance with the most prudent practices in collections stewardship."

4.06 Loan Requests; Loan Agreements. Drexel shall receive and consider requests to borrow Collection objects. When Drexel approves a proposed loan, Drexel shall enter into an appropriate loan agreement with the borrowing institution before the institution may take custody of the objects. Drexel shall, in consultation with the Oversight Committee (defined below), develop a form of loan agreement for lending Collection objects, which will include provisions about the key principles set forth in **Exhibit I**.

4.07 Support for Loans to Non-Museums. For institutional borrowers that are not museums (for example, libraries and schools), Drexel shall work with those institutions to try to satisfy their desire to

exhibit Collection objects while also protecting the Collection by, among other measures, the following:

A. Drexel intends to raise funds to create special vitrines (cases) to house objects on loan to non-museum institutions, or to create a special lending “library” of Collection objects that could be more safely lent in those circumstances, including, for example, duplicates or items designated as “study collection.”

B. Where appropriate and reasonably feasible, Drexel may create facsimiles of Collection objects to lend to schools, libraries, and similar institutions in order to protect the original object while still offering the opportunity for viewers to appreciate the physical object in person.

C. Where appropriate and feasible, Drexel may offer one or more of the following options to non-museums: technical assistance (for example, grant writing to support the program, design, interpretation, lighting, etc.); cases with capacity to maintain an appropriate micro-climate in which to house an object; facsimiles, replicas, duplicates, or items from the “study collection”; and panel displays in lieu of objects (for example, graphic displays, potentially in partnership with the American Library Association).

Article 5 – Collection Evaluation and Oversight

5.01 Collection Evaluation. Drexel shall conduct a thorough Collection evaluation to further research the objects in the Collection to understand their connection to Philadelphia’s history and the potential stories the artifacts can be used to tell. Drexel shall include in its Collection evaluation at least the following:

A. Review of all gift agreements and restrictions.

B. Identification of each object’s historic value or story.

C. Identification of the objects that lack Philadelphia historical significance and or provenance.

D. Identification of artifacts that are in poor condition or duplicative.

E. Identification of gaps in the Collection and the types of objects and artifacts that should be added to the Collection to tell Philadelphia's complete history.

5.02 Collection Evaluation Committee. Drexel shall establish a "**Collection Evaluation Committee.**" The chair of the Collection Evaluation Committee is Drexel's Executive Director, University Collections & Exhibitions.

A. The Collection Evaluation Committee's duties are:

1. Support Drexel's efforts to evaluate the Collection in accordance with Section 5.01.

2. Provide additional expert advice on the historical value of Collection objects.

3. Consider whether Collection objects lack historical significance or interpretive value and might be recommended for deaccession.

4. Make recommendations to the Oversight Committee regarding additions to the Collection and deaccessions from the Collection.

B. Drexel shall appoint to the Collection Evaluation Committee a diverse group of museum, art, and history professionals from Philadelphia's cultural community as well as curatorial professionals from Drexel.

C. In making appointments to the Collection Evaluation Committee, Drexel shall ensure that the committee has the expertise

and knowledge of Philadelphia’s multiple histories and the diverse programs that could be supported by the Collection.

D. In addition to Drexel’s other appointees, Drexel shall appoint to the Collection Evaluation Committee City representatives, including the Museum Trustees, with relevant knowledge and experience.

E. When the Collection Evaluation Committee has completed making recommendations to Drexel, the committee automatically dissolves without the need for additional action by Drexel.

5.03 Oversight Committee. Drexel shall establish a permanent **“Oversight Committee.”** The chair of the committee is the person who holds the position of Drexel’s Executive Director, University Collections and Exhibitions, as an ex officio voting member of the committee.

A. The Oversight Committee’s duties are:

1. To work with Drexel officials to develop a strategy for acquiring new artifacts to add to the Collection that reflect Philadelphia’s history or fill gaps in the Collection, and to recommend additions to the Collection.

2. To advise Drexel officials on the development and operation of the Loan Program to make the Collection available to as many museums, historic houses, schools, libraries, and other institutions as possible for exhibits, research, and education, including criteria for which institutions can borrow objects from the Collection and the process for how lending decisions are made.

3. To review and decide on the Collection Evaluation Committee’s recommendations regarding acquisitions to and deaccessions from the Collection.

4. After the Collection Evaluation Committee is dissolved, to continue to review and assess the Collection, and review and

decide about acquisitions to and deaccessions from the Collection.

B. The Oversight Committee is to be composed of a minimum of 13 members. The membership of the committee must include the following, each with full power to participate in the committee's affairs and vote on committee resolutions:

1. From the Museum Trustees – two persons.
2. From the City – as ex officio, the following two persons: (a) the City's Chief Cultural Officer and, (b) in the Mayor's determination, either the Parks and Recreation Department Preservation and Development Administrator or the Executive Director of the Historical Commission staff (or if the Mayor appoints the Executive Director, that person's designee from among the commission staff).
3. From the Atwater Kent Foundation – two persons.

C. Drexel shall appoint the remaining members of the Oversight Committee, each with full power to participate in the committee's affairs and vote on committee resolutions. Drexel shall appoint to the committee at least two members of the Drexel University Board of Trustees Collections Committee. Drexel shall appoint the remaining Oversight Committee members, with due consideration of the following:

1. Persons who have expertise in Philadelphia and United States history, politics, and diverse cultures.
2. Persons who have expertise in art history, material culture, artifact preservation, and conservation of three-dimensional objects, photographs, and archival material.

3. Persons who have demonstrated experience, commitment, and success in administering and managing historical artifacts, artwork, and archives.

D. When the Collection Evaluation Committee completes its work and dissolves, the Museum Trustees also will be dissolved. From that time onward, to replace the Oversight Committee membership positions formerly held by the Museum Trustees, the Mayor of Philadelphia may appoint two additional persons to the Oversight Committee, who will serve at the Mayor's pleasure.

E. Drexel shall convene meetings of the Oversight Committee at least once every two calendar months until the dissolution of the Collection Evaluation Committee. After that, Drexel shall convene meetings of the Oversight Committee at least once each calendar quarter unless a two-thirds majority of all Oversight Committee members approves by resolution a different schedule.

Article 6 – Additions To Collection; Deaccessions From Collection

6.01 Changes to Collection Generally. The Collection is not static. It must be added to as relevant objects become available, and objects that do not serve the Collection Trust may be deaccessioned.⁸

6.02 Additions to the Collection. Based on the Oversight Committee's recommendations, Drexel shall acquire objects to add to the Collection as circumstances reasonably permit. Drexel may accept donations, bequests, and other gifts of objects suitable for the Collection on terms that are consistent with Drexel's fiduciary obligations as trustee of the Collection Trust.

6.03 Deaccession Criteria. Based on the Collection Evaluation Committee's recommendations and the Oversight Committee's decisions,

⁸ In this Transfer Agreement, to "deaccession" an object from the Collection means for the trustee of the Collection to make a formal decision and take action to remove the object from the Collection inventory.

and following AAM ethical standards, Drexel may deaccession those Collection objects that

- A. are not historically, culturally, or artistically significant to Philadelphia;
- B. are inadequate due to their condition or duplicative nature;
- C. do not have the capacity to be used either physically or virtually for display or educational purposes; or
- D. are no longer appropriately or legally held by the trustee as part of the Collection due to circumstances outside the trustee's control (for example, without limitation, a demand for repatriation of an object).

6.04 Deaccessioning Procedures.

A. Drexel shall not deaccession any object from the Collection recommended for deaccession by the Collection Evaluation Committee without the Oversight Committee's approval.

B. For each object that the Oversight Committee approves for deaccessioning, Drexel shall review all gift or transfer agreements, if any, that pertain to the object. Drexel shall abide by the provisions of the gift or transfer agreement, including, if prohibited, not deaccessioning the object.

C. After the Collection Evaluation Committee dissolves, if the Oversight Committee recommends a Collection object be deaccessioned, the Executive Director, University Collections & Exhibitions, shall review the recommendation. If the Executive Director disagrees with the recommendation, Drexel shall retain the object in the Collection. If the Executive Director agrees with the Oversight Committee, then Drexel may deaccession the object from the Collection; except as provided below for objects with an estimated value at or above the Threshold Amount (defined below).

D. If the Oversight Committee approves an object for deaccessioning that is valued at \$10,000 (the “**Threshold Amount**”) or more by a qualified, independent appraiser, the Executive Director shall submit the matter to the University Board of Trustees Collections Committee for a final decision. If the University Collections Committee votes to not deaccession the object, then Drexel shall retain the object in the Collection. (Drexel may adjust the Threshold Amount from time to time to be consistent with Drexel’s changes to the estimated dollar amount at which University Board of Trustees Collections Committee approval is required under Drexel’s deaccession policy for its other collections.)

E. Drexel shall make all objects approved for deaccessioning available for free to non-profit organizations in Philadelphia to ensure, to the greatest extent reasonably possible, that Collection objects remain in Philadelphia.

1. In making a deaccessioned object available to Philadelphia non-profit organizations, Drexel shall develop an application form and a fair and equitable process for making decisions based on the criteria set forth in **Exhibit J**.

2. When Drexel gives a deaccessioned object to a Philadelphia non-profit organization, Drexel shall require the recipient organization to sign a written gift agreement which requires that if the organization no longer wishes to own the object, the organization shall first offer to return it to Drexel for free. If Drexel accepts the offer, then Drexel may sell the object and shall deposit the net sale proceeds into the Atwater Kent Collection Fund. If Drexel declines the offer, the organization that received the deaccessioned object may dispose of the object at the organization’s discretion.

F. If no non-profit wants a deaccessioned object, then Drexel may put the object up for auction. In accordance with museum industry best practices, Drexel shall deposit all net auction proceeds in the Atwater Kent Collection Fund, to support new acquisitions for

the Collection and direct care of the Collection. If the object does not sell at auction, then Drexel may dispose of the object at Drexel's discretion, but Drexel may not sell the object in a private sale to any individual affiliated with Drexel as a University Trustee, officer, or employee, or a family member of any of those individuals.

G. Notwithstanding the other provisions of this Section 6.04, if any object recommended for deaccessioning was transferred to the Museum Trustees under the HSP Agreement, then before making a final decision whether to deaccession the object Drexel shall notify HSP in accordance with the HSP Agreement. In addition, if Drexel ultimately deaccessions and auctions the object, then in accordance with the HSP Agreement Drexel shall transfer one-half the net sale proceeds to HSP.

H. With respect to any other individual or organization which may have donated, assigned, or transferred objects to the Museum Trustees, Drexel shall adhere to the provisions of the pertinent documents regarding the deaccessioning of any donated, assigned, or transferred object.

6.05 No Sales for Other Drexel Projects. Drexel shall not deaccession and sell any Collection object to raise funds for university projects or programs unrelated to the Collection's preservation or additions to the Collection.

Article 7 – Reversion to City Ownership

7.01 Reversion to City Ownership. If Drexel fails to abide by the Court Decree or this Transfer Agreement, or if Drexel is no longer able to care for and steward the Collection, the City may retake ownership of the Collection in the manner set forth in this Article 7.

7.02 Breach of Court Decree or Transfer Agreement. If the City believes Drexel is failing to abide by the Court Decree or this Transfer Agreement, the City's Mayor may notify Drexel's President in writing of the alleged failure with sufficient detail for Drexel to understand its specific

failure (the “**Default Notice**”). If Drexel’s President does not respond to the City’s Mayor in writing within 90 days after receiving the Default Notice, either agreeing with or denying the allegations in the Default Notice, then the allegations in the Default Notice are deemed to be true.

A. If Drexel’s President states in writing to the City’s Mayor that Drexel agrees with the allegations in the Default Notice, or if Drexel’s President fails to timely respond in writing to the City’s Mayor denying the allegations in the Default Notice, then the City may inform the Attorney General of Drexel’s failure, and Drexel may take up to one year following its receipt of the Default Notice to cure its failure to both the Attorney General’s and City’s reasonable satisfaction. If Drexel’s failure is not susceptible of cure within a one-year period, then Drexel may take additional time as reasonably necessary to cure its failure, but in no event may Drexel take more than three years after Drexel’s receipt of the Default Notice. If Drexel does not cure its failure within one-year following its receipt of the Default Notice, or three years if applicable, then the City may submit a petition to Orphans’ Court seeking an order directing Drexel to transfer the Collection back to the City, or to take other corrective action as the City may request or as the court deems appropriate.

B. If Drexel’s President states in a timely writing to the City’s Mayor that Drexel disagrees with the allegations in the Default Notice, then the City’s Mayor and Drexel’s President each shall appoint representatives who will promptly and in good faith discuss the City’s concern, Drexel’s performance, and possible measures to address the City’s concerns.

1. If six months after Drexel’s receipt of the Default Notice the City and Drexel have not resolved their disagreement, the City may raise the issue with the Attorney General.

2. After due investigation and consideration of the City’s concern, if the Attorney General agrees that Drexel has failed to comply with the Court Decree or this Transfer Agreement, then Drexel may take up to one year following the Attorney General’s

determination to cure its failure to both the Attorney General's and City's reasonable satisfaction. If Drexel's failure is not susceptible of cure within a one-year period, then Drexel may take additional time as reasonably necessary to cure its failure, but in no event may Drexel take more than three years from the time of the Attorney General's determination to cure its failure.

3. If Drexel does not cure its failure within one-year following the Attorney General's determination, or three years if applicable, then the City may submit a petition to Orphans' Court seeking an order directing Drexel to transfer the Collection back to the City, or directing Drexel to take other corrective action as the City may request or as the court deems appropriate.

C. Notwithstanding the preceding provisions of this Section 7.02, if the City believes Drexel has breached the Court Decree or this Transfer Agreement and the nature of the breach poses an imminent threat to the security or safety of Collection objects, then the City may immediately submit a petition to Orphans' Court seeking an order directing Drexel to transfer the Collection back to the City or directing Drexel to take other corrective action as the City may request or as the court deems necessary or appropriate to protect Collection objects.

7.03 Drexel Is Unable to Continue As Trustee. If Drexel's President notifies the City's Mayor in writing that Drexel is no longer able to act as trustee of the Collection, then Drexel's President and the City's Mayor shall appoint representatives who will in good faith discuss whether the City will take back ownership of the Collection and, if so, the manner and procedure of the reversion.

A. The City and Drexel shall each endeavor to complete the reversion within one year of the Mayor's receipt of Drexel President's written notice. If, however, they reasonably cannot implement the reversion within that time period despite both parties' good faith efforts, then as soon after that as reasonably possible.

B. Notwithstanding the preceding provisions of this Section 7.03, if the City and Drexel are unable to implement the reversion within three years after the Mayor's receipt of Drexel's President's notice, or if any time during that period the Mayor notifies Drexel's President in writing that the City is unable to take back the Collection and fulfill the trustee's duties, then Drexel may petition Orphans' Court for the appointment of a new successor trustee.

7.04 Drexel Bankruptcy and Related Actions. Due to the nature of the Collection Trust, the trustee's fiduciary responsibilities for the Collection Trust are not assignable but rather are subject to Orphans' Court jurisdiction and oversight. Therefore, if any of the following events occur, the City may immediately terminate this Transfer Agreement and take back ownership of the Collection by written notice to Drexel, its receivers, trustees, assignees, or other representatives, as the case may be:

A. Drexel becomes insolvent.

B. Drexel files a bankruptcy petition or a petition to take advantage of any insolvency laws, or has a petition filed against it to place it in bankruptcy and the petition is not dismissed within 30 days of filing.

C. Drexel makes an assignment for the benefit of its creditors.

D. Drexel is placed in the hands of a temporary or permanent receiver, liquidator, trustee, or custodian, whether court appointed or imposed under action by the Commonwealth of Pennsylvania.

E. Drexel liquidates its business.

Article 8 – Collection Reports

8.1 Collection Reports. Drexel shall provide reports about the Collection and Drexel's activities as Collection trustee under the Court Decree and this Transfer Agreement (each a "**Collection Report**").

Drexel shall include in each Collection Report, at a minimum, the information listed in **Exhibit K**. Drexel shall provide each Collection Report to the President of the Museum Trustees, the City's Chief Cultural Officer, and the Attorney General's office, each at its respective address set forth in Section 10.01 regarding notice.

A. Quarterly Reports. During the period of the Collection Evaluation Committee's work, Drexel shall provide a Collection Report not later than 30 days after the end of each calendar quarter.

B. Annual Reports. After the Collection Evaluation Committee completes its work and dissolves, Drexel shall provide Collection Reports annually not later than 60 days after the end of each calendar year. Drexel's obligation to deliver annual Collection Reports survives the completion of the City's transfer of the Collection to Drexel as successor trustee.

8.2 Public Access to Reports.

A. Drexel shall post each Collection Report on the Website and make it free to access, read, download, and print.

B. The City shall post each Collection Report on the Philadelphia History Museum at the Atwater Kent website and make it free to access, read, download, and print, until the Museum Trustees dissolve and the City discontinues that website.

Article 9 – [Reserved]

Article 10 – General Provisions

10.01 Notice. To be effective, any notice, approval, demand or other communication, including the Collection Reports, that this Transfer Agreement requires or that a party desires to give must be in writing sent by (1) professional messenger service or air express service that provides signed receipts, (2) sent by United States certified mail, return receipt requested, or (3) e-mail that is confirmed as delivered and read. The notice

must be addressed as set forth below, as appropriate to the manner of delivery:

If to City: Chief Cultural Officer
Managing Director's Office
1420 JFK Boulevard
14th Floor
Philadelphia, PA 19102

E-Mail: Kelly.Lee@phila.gov

With a copy to: David Rasner, President
Board of Trustees of the Atwater Kent Museum
c/O Managing Director's Office
1420 JFK Boulevard
14th Floor
Philadelphia, PA 19102

E-Mail: drasner@foxrothschild.com

And to: Divisional Deputy City Solicitor
Real Estate & Development
City of Philadelphia Law Department
One Benjamin Franklin Parkway – 17th Floor
1515 Arch Street
Philadelphia, PA 19102

E-Mail: maryjosephine.markel@phila.gov

**If to the
Attorney General:** Pennsylvania Office of Attorney General
Charitable Trusts and Organizations Section
1600 Arch Street
Suite 300
Philadelphia, PA 19103
Attention: David Dembe,
Senior Deputy Attorney General

E-Mail: ddembe@attorneygeneral.gov

If to Drexel: Vice Provost & Executive Director
Lenfest Center for Cultural Partnerships,
Drexel University
URBN Center
3501 Market Street, Suite 10F, Office 1A
Philadelphia, PA 19104

E-mail: Rosalind.remer@drexel.edu

With a copy to: Office of the General Counsel
Drexel University
3020 Market Street
Suite 102
Philadelphia, PA 19104

E-Mail: exler@drexel.edu

A. Notice given pursuant to (1) and (2) above is deemed received upon actual receipt or upon the recipient's refusal to accept delivery. Notice given pursuant to (3) above is deemed received upon confirmed receipt that the email was successfully delivered and read.

B. Either party may change the addresses at which it is to receive notice by providing notice to the other party in accordance with this Section 10.01. If the Attorney General's Office notifies the parties that it has a new office address or new address it uses for notice purposes, then the Attorney General's new address applies under this Section 10.01.

10.02 Representations and Warranties. The City and Drexel each represents and warrants the following:

A. It has the full and unrestricted right and authority to enter into this Transfer Agreement and to fully perform its obligations under this Transfer Agreement.

B. No other approval or authorization of any third party is required to make this Transfer Agreement legally binding on it.

10.03 Integration Clause. Except for the professional services agreement between the City and Drexel regarding the collection evaluation, together with its anticipated renewals (the “**Professional Services Contract**”), this Transfer Agreement is the complete, final, and exclusive expression of the City’s and Drexel’s agreement about the Collection and the Collection Trust. Except for the Professional Services Contract, all prior negotiations and agreements, if any, between the City and Drexel relating to the Collection or the Collection Trust are superseded by and merged into this Transfer Agreement.

10.04 Force Majeure Events. A party to this Transfer Agreement is excused from compliance with any provision of this Transfer Agreement for the period of time when the party’s compliance is rendered impossible by any event in the nature of the following and that party cannot reasonably make alternative arrangements to comply with the provision despite the event:

- A. Hurricane, tornado, blizzard, or other extreme weather.
- B. Earthquake, flooding, or other geologic disturbance.
- C. War, terrorism, riot, insurrection, embargo, or labor strike (except a strike by a party’s own employees or its contractors’ employees).
- D. Pandemic, epidemic, or other public health emergency.
- E. Fire, explosion, or other casualty not caused by the party asserting it is excused from compliance due to a force majeure event.

10.05 Interpretation.

A. The rule of interpreting any ambiguities in an agreement against the drafter of the agreement does not apply to the interpretation of this Transfer Agreement.

B. In this Transfer Agreement, the words “include” “includes” and “including” have the same meaning as “including but not limited to.”

C. In this Transfer Agreement, the word “shall” signals an obligation; the word “must” signals a condition precedent or condition to effectiveness, unless the context clearly indicates otherwise.

D. The language in all parts of this Transfer Agreement is to be construed as a whole according to its fair meaning and not strictly for or against either the City or Drexel. When the context of this Transfer Agreement requires, the neuter gender includes the masculine and feminine, and the singular includes the plural.

E. The captions used in this Transfer Agreement are for the purpose of convenience only and do not limit or extend the meaning of any provision of the agreement.

10.06 Officials and Successors to Their Powers and Duties. In case any official position referred to in this Transfer Agreement is changed or eliminated, wherever this Transfer Agreement refers to a specific City official or Drexel official, the reference includes the official who succeeds to the powers and duties of that official.

A. In the case of a City official position that is changed or eliminated, the official succeeding to those powers and duties is the official designated by the City’s Home Rule Charter or, absent a designation in the charter, the official designated by the Mayor.

B. In the case of a Drexel official position that is changed or eliminated, the official succeeding to those powers and duties is the official determined by Drexel's President.

10.07 Waivers. Neither party is deemed to have waived any provision of this Transfer Agreement unless it has done so in a writing that identifies itself as a waiver and is signed for the City by the Mayor or Chief Cultural Officer, and for Drexel by the University President or the Executive Director, University Collections & Exhibitions.

A. Neither party may grant any waiver the effect of which would contravene the Court Decree and Collection Transfer Plan.

B. Either party's failure at any time to require the other party's performance of any obligation under this Transfer Agreement does not affect a party's right subsequently to require performance of that obligation.

C. Neither party's waiver of any breach of any provision of this Transfer Agreement is deemed a waiver of any continuing or succeeding breach of the provision or a waiver or modification of the provision.

D. If a party does not timely respond to the other party's request to waive any requirement or provision in this Transfer Agreement, then the non-responding party is deemed to have refused the request.

10.08 No Third-Party Beneficiaries. There are no third-party beneficiaries of this Transfer Agreement.

10.09 Successors and Assigns. This Transfer Agreement binds the City and Drexel and their respective successor and assigns.

10.10 No Effect of Museum Trustees' Dissolution. The dissolution of the Museum Trustees after the Effective Date does not affect the provisions of this Transfer Agreement and does not cause this Transfer Agreement to terminate or lapse. Rather, after dissolution of the Museum Trustees, this

Transfer Agreement remains in effect and enforceable by the City and Drexel according to its terms.

10.11 Agreement Governed by Pennsylvania Law; Jurisdiction and Venue. This Transfer Agreement is governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its choice of law provisions. All court actions brought under this Transfer Agreement must be brought in the Orphans' Court and its courts of appeal. Each party consents to venue in the Court of Common Pleas for Philadelphia County and each waives its right to move to remove venue to any federal court or to a court in another jurisdiction outside Philadelphia County.

10.12 Counterparts. This Transfer Agreement may be executed by the parties in any number of counterparts, each of which is an original, and all of which together are one and the same document.

[Remainder of page left blank intentionally; signature page follows]

AS EVIDENCE OF THEIR AGREEMENT TO THE PROVISIONS SET FORTH ABOVE, the City and Drexel have duly executed this Atwater Kent Collection Transfer Agreement on the date beneath their respective signatures below, effective as set forth in Section 1.02.

APPROVED AS TO FORM
Diana P. Cortez, City Solicitor

CITY OF PHILADELPHIA
BOARD OF TRUSTEES OF THE
ATWATER KENT MUSEUM

PER: _____
LAWRENCE K. COPELAND
SENIOR ATTORNEY

BY: _____
DAVID RASNER
PRESIDENT

DATE: _____

OFFICE OF ARTS, CULTURE, AND THE
CREATIVE ECONOMY

BY: _____
KELLY LEE
CHIEF CULTURAL OFFICER

DREXEL UNIVERSITY:

BY: _____
JOHN FRY
PRESIDENT

DATE: _____

EXHIBIT A

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

COLLECTION TRANSFER PLAN

EXHIBIT B

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

BOARD OF TRUSTEES OF THE ATWATER KENT MUSEUM RESOLUTION,
NOVEMBER 25, 2019

EXHIBIT C

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

DREXEL UNIVERSITY BOARD OF TRUSTEES RESOLUTION,
DECEMBER 4, 2019

EXHIBIT D

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

**PETITION OF THE CITY OF PHILADELPHIA, BY ITS BOARD OF TRUSTEES OF
THE ATWATER KENT MUSEUM, TRUSTEE, TO DEVIATE FROM THE
ADMINISTRATIVE PROVISIONS OF THE ATWATER KENT MUSEUM
COLLECTION TRUST AND TO SUBSTITUTE DREXEL UNIVERSITY AS THE
NEW TRUSTEE OF THE COLLECTION**

EXHIBIT E

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

PHILADELPHIA COURT OF COMMON PLEAS,
ORPHANS' COURT DIVISION, DECREE,
[DATE AND DECREE TO FOLLOW]

EXHIBIT F

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

**AMERICAN ALLIANCE OF MUSEUMS COLLECTION STEWARDSHIP
STANDARDS**

EXHIBIT G

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

LIST OF OBJECTS ON LOAN FROM THE ATWATER KENT COLLECTION

EXHIBIT H

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

AMERICAN ASSOCIATION OF MUSEUMS GENERAL FACILITY REPORT

EXHIBIT I

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

KEY PRINCIPLES FOR LOAN AGREEMENT

A. Drexel shall include in the loan agreement the following [Drexel will provide some of the required information]:

1. Borrower's name, address, and contact information for responsible person(s).
2. Purpose of loan.
3. Length of loan.
4. Description of requested item(s): maker, date, origin, medium, size, accession number, etc.
5. Description of frame, pedestal, mount, etc., accompanying requested item(s).
6. Condition of requested item(s), if known.
7. Valuation for insurance.
8. Credit line will be... [Drexel will provide].

B. The loan agreement will require the borrower to do or agree to the following:

1. Provide an up-to-date facilities report, including temperature, relative humidity, and light levels at venue.
2. State the institution's community engagement and outreach plan for the object's exhibition.
3. Pay the following costs where appropriate (unless Drexel grants an exemption):
 - appraisal
 - conservation
 - packing and transportation (wall to wall)
 - insurance
4. Provide details of the insurance carrier.
5. Provide a condition report of the item(s) upon receipt.
6. Monitor the environment of the objects while on loan.
7. Notify Drexel immediately of any actual or possible damage.
8. Credit the loan as required.
9. Seek permission from Drexel prior to undertaking any photography and video of the objects.
10. Not alter, clean or repair the object without Drexel's prior permission.

11. Termination date details and/or need of extension in some cases to be submitted in writing.

12. Drexel has the right to recall a loan at any time, with sufficient notice.

C. For a borrowing institution that is not a traditional museum or library with experience in receiving loans of historical artifacts:

Drexel may provide assistance in completing the loan form, focusing on those questions and answers that are appropriate to the borrowing institution's particular circumstances.

EXHIBIT J

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

**PROCESS TO SELECT PHILADELPHIA NONPROFIT ORGANIZATIONS TO
RECEIVE OBJECTS DEACCESSIONED FROM THE ATWATER KENT
COLLECTION AT DREXEL UNIVERSITY**

1. Drexel shall post on the Website a list of deaccessioned objects available for transfer to nonprofit institutions.
2. Drexel shall provide an opportunity for representatives from interested institutions to view the objects in person.
3. The application for an institution to request that Drexel transfer a deaccessioned object to the institution would be posted on the Website.
 - A. The application will be a screening tool to ensure that, where appropriate, institutions that acquire objects from the Atwater Kent Collection at Drexel University (the “**AKC@DU**”) meet accepted standards for museum and library practices and collections care and management.
 - B. The main part of the application will be the institution’s rationale for acquiring the object, including the institution’s mission statement, its general background, the objects it wishes to acquire and why, the institution’s ability to properly care for the objects, and the public access to the object that the institution would provide.
4. The Executive Director, University Collections and Exhibitions, will review each application, including the institution’s stated rationale for acquisition and interpretive intent, and will make a recommendation to the Collection Oversight Committee. If the Committee approves the transfer, the acquiring institution will be required to arrange and pay for safe transport of the objects from the Collection storage facility.
5. If more than one institution wishes to acquire an object, Drexel will determine priority among the institutions based on the following:
 - A. Institutions with missions and collections that are connected to or complement the AKC@DU’s Collections.

- B. Among those institutions that satisfy the first criterion, giving first priority to those located in the City of Philadelphia and, second, to those institutions outside Philadelphia but in the four Pennsylvania counties surrounding Philadelphia.
 - C. Institutions in the Mid-Atlantic region whose missions and collections include objects like those contemplated for transfer.
6. In order to take possession of the objects, Drexel shall require institutions to sign a transfer agreement that will include conditions regarding deaccessioning of the objects. Acquiring organizations and institutions must agree that they will not deaccession any of the AKC@DU objects. If they no longer wish to retain any of the materials acquired through this process, they must offer them back to Drexel University.

EXHIBIT K

TO

ATWATER KENT COLLECTION TRANSFER AGREEMENT

COLLECTION REPORT: REQUIRED INFORMATION AND SAMPLE

Drexel's Collection Reports must include the following:

1. A narrative of the general status of the Collection.
2. The total number of objects in the Collection.
3. A list of the Collection Evaluation Committee members, identifying those who joined the committee since the previous report and their areas of expertise. (The first report is to list all committee members and their areas of expertise.)
4. A list of objects added to the Collection since the previous report (or statement that none have been added), how each new object was acquired (for example, by gift, donation, acquisition, etc.), the significance of the object, how it pertains to Philadelphia's history, and its provenance to the extent known.
5. A list of objects deaccessioned from the Collection since the previous report, or statement that none have been deaccessioned. The list must include the names of the non-profit institutions, if any, that acquired deaccessioned objects and the objects they each acquired.
6. A list of each object from the Collection loaned to another institution since the last report, and the start and end date of the loan. If the loaned object is (or will be) part of a traveling exhibition, Drexel shall include in the report the full length of the tour, the name and address of each institution that will borrow the object, and the start and end dates of each institution's borrowing.
7. A list of each object returned to the Collection by a borrowing institution since the last report (or statement that none have been returned) and the object's condition upon its return. If an object was damaged while on loan or in transport, Drexel shall include in the report the measures it is taking (or took) to restore and conserve the object.

8. The status of Drexel's insurance for the Collection (which may be blanket coverage).
9. Special exhibitions of Collection objects Drexel staged since the last report, or that it plans to stage within the next 24 months.
10. The status of Drexel's digitization of the Collection.
11. Collection conservation and maintenance projects (including conservators' treatment reports), if any, still ongoing since the previous report, completed since the previous report, or started since the previous report.
12. A list of Oversight Committee members and any members who have departed from the committee since the previous report. (The first report after the Oversight Committee is formed is to list all committee members and their areas of expertise.)

EXHIBIT 19

TO

**PETITION OF THE CITY OF PHILADELPHIA, BY ITS BOARD OF TRUSTEES OF THE
ATWATER KENT MUSEUM, TRUSTEE, TO DEVIATE FROM THE ADMINISTRATIVE
PROVISIONS OF THE ATWATER KENT MUSEUM COLLECTION TRUST AND TO
SUBSTITUTE DREXEL UNIVERSITY AS THE NEW TRUSTEE OF THE COLLECTION**

REVISED PROPOSED ORDER

3. The Board of Trustees of the Atwater Kent Museum is relieved and discharged as trustee of the Collection and Drexel University is appointed successor trustee of the Collection, effective upon execution of the Atwater Kent Collection Transfer Agreement between the City and Drexel University and the City's transfer of title to the Collection to Drexel University as successor trustee of the Collection.

J.

CERTIFICATE OF SERVICE

I, Lydia Furst, hereby certify that a true and correct copy of Petitioner City of Philadelphia by its Board of Trustees of the Atwater Kent Museum's Praecepto to Attach Exhibits 18 and 19 to the City's Petition was served by Electronic Filing and E-mail upon all counsel of record.

BY: /s/ Lydia Furst
Lydia Furst, Divisional Deputy City Solicitor,
Affirmative & Special Litigation Unit
Attorney I.D. No. 307450
City of Philadelphia Law Department
1515 Arch Street, 15th Floor
Philadelphia, PA 19102-1595
lydia.furst@phila.gov

Attorney for Petitioner City of Philadelphia

Date: April 26, 2022