

THIS AGREEMENT made in triplicate the 13 day of January 2012

BETWEEN:

The Royal British Columbia Museum Corporation (RBCM)

and

The Sisters of St. Ann (SSA)

Incorporated April 23, 1892

PREAMBLE

The Royal British Columbia Corporation includes the British Columbia Archives (BCA).

The BC Archives, since 1894, have been collecting records of British Columbia's history, preserving them for the future, and sharing them with our citizens and researchers around the world. Their archival holdings include: government documents and records; private historical manuscripts and papers; photographs; paintings, drawings and prints; maps, charts and architectural plans; audio and video tapes; film; with a strong emphasis on the social and political history of British Columbia and the Pacific Northwest.

The first four pioneer Sisters of St. Ann and their companion arrived in Victoria on 5 June 1858 and at once began keeping the records that would become the basis for the Sisters of St. Ann Archives.

The Sisters of St. Ann Archives is the official archival repository for St. Joseph's Province (**Schedule A**). It maintains the non-current records created, received and/or transferred which are related to the activities of the Sisters of St. Ann within St. Joseph's Province in both temporal as well as spiritual matters. It provides reference service to the Provincial Administration, community members, students, researchers and other interested members of the general public. It also provides educational and outreach programming whenever possible to increase awareness and appreciation of the Sisters' history, principles and development in St. Joseph's Province (**Schedule D**). The Sisters of St. Ann Archives is a private Archives which houses and maintains the records for the use of, and pertaining to, the Sisters of St. Ann and related entities. The holdings of the Sisters of St. Ann Archives that include the records of St. Joseph's Province which are deemed to be archival and of enduring value, will be deposited by the SSA with the RBCM and will constitute a separate and distinct body of records within the holdings of the RBCM.

1. STATEMENT OF INTENT

It is the expressed intent of this Agreement between the RBCM and the SSA that the RBCM receive as a deposit the privately owned archival records, artifacts and art of the SSA and provide the physical storage of said deposit.

Furthermore, the SSA Archivist is to accompany the records and be responsible for managing, appraising, acquiring, arranging, describing, preserving, and providing access to the records.

While the archival holdings will be located at the RBCM, the ownership, control, and copyright of the archival holdings will be retained by the SSA.

The SSA Archivist shall be employed by the SSA until the expiry of this agreement.

Transfer of the records to the full stewardship and custody of the RBCM will take place at the expiration of this agreement.

IN CONSIDERATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, the parties agree as follows:

2. DEFINITIONS IN THIS AGREEMENT

- (a) **“Archival Record”** means an original of any record in any media, created by or pertaining to the SSA and its related entities, that is deposited by the SSA with the RBCM;
- (b) **“SSA Archivist”** means the person employed by the SSA to manage the archival holdings of the SSA and to promote and keep alive the legacy of the SSA;
- (c) **“Closed Access”** means an archival record to which access is denied except with the permission of the Province or Congregational Leader, SSA representative or SSA Archivist, and is identified as such in this Agreement and is more particularly set out in **Schedule B**;
- (d) **“Congregational Leader”** means the person who governs the entire Congregation of the Sisters of Saint Anne according to the Constitutions of the Sisters of Saint Anne;
- (e) **“Commercial Use”** means any use of archival records for which the user is charging a fee and for which a profit is expected;

- (f) **“Deposit”** means the body of archival records, artifacts and art placed under the physical protection, safekeeping and support of the RBCM pursuant to this Agreement;
- (g) **“Facility”** means the RBCM;
- (h) **“Fonds”** means all of the records/documents, regardless of form or medium, created and/or received and used by a particular individual, family, corporate body or government body in the course of the creator's activities or functions;
- (i) **“Open Access”** means an archival record to which access is permitted to appropriate persons under ordinary conditions without the prior express written consent of the SSA Archivist or SSA representative as more particularly set out in **Schedule B**;
- (j) **“Province Leader”** means the person who governs the region known as St. Joseph's Province according to the Constitutions of the Sisters of St. Anne;
- (k) **“Public Use”** means the use of archival records other than for private study or research;
- (l) **“Researcher”** means any person requesting access to an archival material in order to carry out research;
- (m) **“Research and Reference Services”** means the services provided by the SSA Archivist to enable a researcher to access open archival records, and includes assistance relating to finding aids;
- (n) **“Restricted Access”** means an archival record on which is placed a limitation on access and is identified as such in this Agreement by the SSA as more particularly set out in **Schedule B**;
- (o) **“Sacramental records”** means the records of the seven sacraments in the Roman Catholic Church. These records are protected by Canon Law and are only available to the person listed in the record or his/her direct relatives, legal representative and ecclesiastical authorities (**Schedule C**).
- (p) **“Transcript”** means the accurate certified copy, but not a reprographic reproduction.

3. TERM OF THE AGREEMENT

The term of this Agreement shall be for the period commencing on **13 January 2012** and ending on the **31 March 2027**.

At the end of the term of the agreement, the transfer of the SSA archives to the full stewardship and custody of the RBCM will be complete with a donor agreement signed by representatives of the SSA and the RBCM.

Terms and conditions of the donor agreement will be set down within five (5) years of the signing of this agreement and will come into effect **1 April 2027**.

4. SSA ARCHIVIST

The SSA shall employ their own Archivist who shall be the official SSA Archivist for the term of the agreement. All salaries, benefits and pension shall be paid by the SSA.

The SSA Archivist is exclusively responsible for the management, arrangement, description, appraisal, access and reference service of the holdings of the SSA Archives and for the promotion and perpetuation of the legacy of the SSA.

Prior to the end of the term of this agreement, the SSA Archivist will train a RBCM Archivist who will subsequently be responsible for the deposit. The SSA Archivist will inculcate and educate on the foundation of Congregational archives, the SSA tenets and culture as well as policies and procedures unique to the SSA holdings.

5. AUTONOMY

It is the intent of the RBCM and the SSA that a clearly evident and distinct separation shall be maintained at all times between the activities of the SSA Archives and those of the BC Archives, and every effort shall be made to avoid the impression that the management and decision-making process of the SSA Archives are directed by the BC Archives or that the arrangement and administration of the BC Archives are being directed by the SSA Archives.

The Collection known as The Sisters of St. Ann Archives will be a distinct entity within the RBCM and will continue to be called such in perpetuity.

6. ARRANGEMENT AND DESCRIPTION

It is the responsibility of the SSA to provide an inventory of the records as well as finding aids for each series and to provide copies both in paper and electronic format to the RBCM at the time of deposit. Permission is granted to the RBCM to provide access to the finding aids on their website.

The series listed and maintained will constitute the SSA archival holdings deposited at the RBCM under this Agreement. This information will also be entered in and maintained on the RBCM automated collections management system, except where records are closed or restricted.

7. ACCRUALS

The SSA anticipates accruals to the SSA fonds which will include records from individual Sisters of St. Ann, present and former staff, former Sisters, employees, students, St. Joseph's School of Nursing Alumnae and other associated organizations.

8. ACCESS

Access to the records will be administered by the SSA Archivist in accordance with its own policies and procedures. Deposited records will be available to responsible researchers for consultation unless: a) the Archivist deems that they are too fragile and unsuitable for manipulation, or b) they are identified or marked as restricted or closed for reasons of confidentiality. **Schedule B**

9. WITHDRAWALS

Records, artifacts and art that form part of the deposit may be withdrawn temporarily by the SSA. Notices will be given in advance to the RBCM by the SSA Archivist. The SSA will assume all responsibility and expenses incurred as a result of a withdrawal.

10. HOURS OF OPERATION

The hours of operation will not necessarily correspond to the RBCM hours of operation but the hours will be set for the year in the January of each year and will not extend beyond those of the RBCM.

If the SSA Archivist is absent there will be no access to SSA Archives by any RBCM staff or the public.

11. COPYING - Images

In order to preserve the privacy and confidentiality of the SSA, the SSA Archivist will be responsible for scanning SSA Archives images for reproduction. Fees may be applicable as per the SSA fee schedule.

12. COPYING - Textual Records

Copies of open records may be made for researchers provided that the Archivist believes that they can be copied safely. The Archivist will inform the researchers that no records may be published for profit in whole or in part, in any medium print or electronic without the written permission of SSA Archivist, SSA Province or Congregational Leader or SSA representative.

13. LICENCING

Licensing will be in accordance with SSA policies and procedures. Researchers must provide a letter of intent of use to the SSA Archivist for approval of any commercial or public use of an archival record. Authors of academic or non-profit works may freely use the records.

Use of any SSA records leading to publication in any format must be properly credited using the identification number and the statement "from the Sisters of St. Ann Archives, at the RBCM, used with permission. "

If a publication is based on SSA records, at the discretion of the Archivist, the researcher must offer a copy to both the SSA Archives and the RBCM.

14. USAGE FEES

Publication of records may be subject to a fee as per the SSA fee schedule.

15. COPYRIGHT

The SSA retains copyright over the deposited records and has the right to give permission for use of their content.

16. EXHIBITIONS

In consideration of the contribution of the Sisters of St. Ann to the history of the Pacific North West, the following institutions may request selected artifacts, artwork and copies of records for loan/or study to further the legacy and principles of the Congregation. These institutions are:

- The Sisters of St. Ann, Victoria, and la Congregation des Soeurs de Sainte-Anne, Lachine, QC
- The Royal British Columbia Museum
- The Roman Catholic Diocese of Victoria
- St. Ann's Academy National Historic Site
- The Society of Friends of St. Ann's Academy
- The Art Gallery of Greater Victoria
- St. Joseph's School of Nursing Alumnae Archives
- La Société francophone de Victoria

The SSA Archivist will apply the SSA policies and will ensure, for approved loans, the proper documentation regarding arrangements such as transportation, condition reports, security and insurance is completed.

Public Declaration of Sacred Goods

For items considered holy or blessed (holy habits, profession crosses, profession rings) or sacred (relics, reliquaries, chalices etc.) the SSA Archivist shall include a disclaimer that the items are no longer to be employed for their original purpose but may be used to teach and inform.

17. ASSISTANCE FROM THE RBCM

Guidance

The RBCM shall provide advice, as they do to other British Columbia museums and archives, on professional, technical and conservation matters to persons designated by the SSA.

Agreement of Tenancy

The SSA and RBCM will enter into an agreement of tenancy which will state the responsibilities and obligations for each party under this agreement. The RBCM will provide a dedicated, secure area for the SSA Archives and its Archivist.

The agreement of tenancy will include provisions for:

- Work space and storage
- Insurance
- Security
- Building services (heat, light, etc.)

The tenancy agreement will be signed within 90 days of this agreement's completion.

Volunteers and Temporary Employees of the SSA

Any volunteers or temporary employees of the SSA will comply with all policies and procedures of the SSA and RBCM whilst carrying out specified duties.

Damage and Repair to Archival Records

Where the SSA Archivist determines that an archival record, artifact or art is damaged and requires specific or specialized conservation treatment, the RBCM will assist and at the discretion and expense of the SSA, the RBCM will provide the specific or specialized conservation treatment to repair the damage.

Relocation

In the event the SSA Archives is relocated within the RBCM complex, the RBCM will bear all expenses.

18. INSURANCE

The SSA shall be responsible for insuring its staff for personal injury, personal belongings, holdings of monetary value and equipment owned by the SSA directly or indirectly connected with this Agreement and located at the RBCM against "All Risk" of physical loss, theft, or damage.

19. ACCIDENT REPORTING

The SSA Archivist shall ensure that any occurrence which causes or may lead to personal injury or property damage at the RBCM that comes to SSA Archivist's attention is reported immediately to the Chief Financial Officer or the Chief Executive Officer of the RBCM and the SSA Province Leader or her designate.

The SSA shall comply with all requirements of the *BC Workers Compensation Act* in relation to its staff.

20. HOLD HARMLESS

The SSA agrees to hold harmless the RBCM, its employees and agents from any and all third party claims, demands or actions for which the SSA is legally responsible, including those arising out of negligence or willful acts by the SSA or by the SSA's employees, volunteers or agents in the performance of this Agreement.

The RBCM agrees to hold harmless the SSA, its employees and agents from any and all third party claims, demands or actions for which the RBCM is legally responsible, including those arising out of negligence or willful acts by the RBCM or by the RBCM's employees, volunteers or agents in the performance of this Agreement.

This hold harmless shall survive this Agreement.

21. ADVERTISING

Any promotional or advertising material produced by the SSA relating to any of its activities pursuant to this Agreement may, with permission of the RBCM, include clearly and prominently the words "in cooperation with the Royal BC Museum" using the official mark as provided by them. The RBCM permission may include RBCM review of the proposed publication.

22. BRANDING

The SSA Archivist will ensure that each deposit carry a prominent and public notice that it is a deposit from The Sisters of St. Ann, Victoria BC. The SSA Archivist will also ensure that this notice be included in catalogues of objects deposited. The notice should indicate: "*This deposit from The Sisters of St. Ann*".

23. MISCELLANEOUS

The Agreement will comply with all laws, regulations, bylaws and other requirements imposed by federal, provincial and municipal authorities.

The SSA will have no power or authority to bind the RBCM or to assume or create any obligation or responsibility, express or implied, on the RBCM's behalf or in its name, nor will it hold itself out to anyone as the agent, employee or partner of the Corporation.

The RBCM will have no power or authority to bind the SSA or to assume or create any obligation or responsibility, express or implied, on the SSA's behalf or in its name, nor will it hold itself out to anyone as the agent, employee or partner of the Corporation.

Neither this Agreement nor any rights, remedies, liabilities or obligations arising under it or by reason of it will be assignable by either party without the prior written consent of the other party.

A dispute arising from this agreement which cannot be resolved will be directed to the signatories for resolution.

All communications, including any notice or cancellation under this Agreement which may be or is required to be given by either party to the other will be in writing and conclusively deemed validly given or delivered to and received by the addressee if delivered personally, on the date of delivery; if transmitted by facsimile on the date of transmission or, if sent by pre-paid registered mail, on the fifth business day after mailing the same in British Columbia to the parties at their respective address:

RBCM: 675 Belleville Street, Victoria BC, V9W 9W2
SSA: 1550 Begbie Street, Victoria, BC V8R 1K8

24. RBCM/SSA REPRESENTATIVES

The RBCM designates Gary Mitchell as the RBCM's representative for the purpose of administrating this Agreement.

The SSA designates Marie Zarowny, SSA, President/Province Leader as the SSA's representative for the purpose of administering this Agreement.

Each party will notify the other of any changes to the designates within 30 days of the change.

25. TERMINATION

The parties consider this to be a permanent deposit that will not be terminated.

26. CONFIDENTIALITY

Any data or other information concerning the RBCM or any other department, board, agency or commission of Her Majesty, the Queen in the right of British Columbia, that is obtained by the SSA, its employees or volunteers, in providing services pursuant to this Agreement, shall be treated as confidential and shall not be disclosed to any other person. This Agreement, however, may be disclosed by the SSA.

Any data or other information concerning the SSA, that is obtained by the RBCM, its employees or volunteers, in providing services pursuant to this Agreement,

- shall be treated as confidential and shall not be disclosed to any other person.
- This Agreement, however, may be disclosed by the RBCM.

27. TIME OF ESSENCE

In this Agreement, time is of the essence.

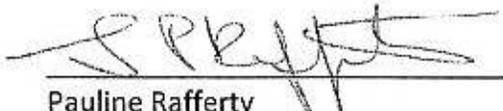
28. AMENDMENT

This Agreement may be amended by mutual agreement in writing between the parties during the term of this Agreement.

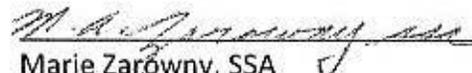
IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the date written below:

The Royal British Columbia Museum
Corporation

The Sisters of St. Ann, Victoria BC



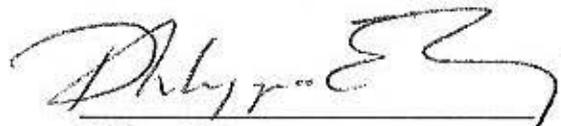
Pauline Rafferty
Chief Executive Officer



Marie Zarowny, SSA
President/Province Leader



Witness



Philippa Turney
Province Secretary

Dated in Victoria BC January 13, 2012

Schedule A

The Sisters of St. Ann in the Pacific Northwest British Columbia, Alaska and Yukon

(Incorporated 23 April 1892)

The Sisters of St. Ann are a congregation of women religious founded in Vaudreuil, Quebec in 1850 by Marie Esther Blondin, now Blessed Marie Anne Blondin. On June 5, 1858, four Sisters and a lay woman arrived in Victoria to begin educating children of the colony. Their arrival coincided with the Fraser Gold Rush, necessitating a response to ever changing needs. They lived in a log cabin which became their first school, not only for aboriginal children but for children of the settlers as well. The school flourished, necessitating various additions and locations. In 1871, they built the first wing of what has become St. Ann's Academy, now a National Historic Site. Throughout the years, the education and health care provided by the Sisters of St. Ann in Victoria established them as a vital and important part of the civic community. Subsequent to their arrival in Victoria, the Sisters founded schools, hospitals and a broad spectrum of programs in communities throughout BC, the Yukon, Alaska and Washington State.

St. Joseph's Province

St. Joseph's Province is a canonical term referring to Sisters and the local communities in which they live together, forming a constitutionally established region of the Congregation of the Sisters of Saint Anne. It is also a civil corporation with the name: The Sisters of St. Ann.

Geographically, St. Joseph's Province historically included Sisters serving in British Columbia, Alaska, Yukon Territory, and Washington State. Later, the Sisters were involved with various ministries in other provinces and countries. At the present time, St. Joseph's Province comprises Sisters living and working in British Columbia, Ontario and Montana.

Schedule B Access Policies

The Sisters of St. Ann Archives defines three levels of access to records:

Open Access

Open access means archival records to which access is permitted to appropriate persons under ordinary conditions and without the prior express written consent of the SSA Archivist or SSA Representative.

SSA Archives holdings deemed to be open access may be consulted and/or reproduced for research or private study in accordance with Sections 29 and 30 of the Copyright Act (Canada) without obtaining additional permission of the SSA Province or Congregational Leader or SSA representative.

A summary of the holdings of the SSA Archives and comprehensive finding aids will be made available to researchers.

Closed Access

These records are closed to all researchers. The Province or Congregational Leader, her representative and the SSA Archivist will have exclusive access to these records. The Sisters of St. Ann recognize that their Archivist may need to consult the closed records on behalf of researchers and may release certain information at her discretion.

Restricted Access

Archival records deemed to have Restricted Access are records on which is placed a limitation on access.

The SSA Archives will maintain a list of closed and restricted records, a duplicate of which will be provided to the RBCM.

The SSA designates the following representatives to make access decisions, for any archival records that are marked or otherwise identified as Closed or Restricted Access, and to provide written notice of these decisions to the RBCM:

- (a) The Sisters of St. Ann Province or Congregational Leader or her representative, or
- (b) The Archivist of the Sisters of St. Ann

Special Restriction

The SSA will not copy any sacramental, adoption, baptismal, marriage or burial records, except by means of a verbatim transcript of the information certified as a true copy of the original by the SSA Archivist or SSA representative.

Sacramental records contain confidential information concerning legitimacy, parents' and child's names, dates and places of birth etc. and are considered to be CLOSED.

There is at least one private adoption record. This and any other similar records are also considered CLOSED.

Schedule C

Sacramental Records and Registers

Sacramental Records are historical, ecclesiastical documents, and the information in them is confidential. There are seven sacraments in the Catholic Church: Baptism, Confirmation, Eucharist, Reconciliation, Anointing of the Sick, Holy Orders, and Matrimony. These records are protected by Canon Law and are only available to the person listed in the sacramental record or his or her direct relatives, legal representative and ecclesiastical authorities.

Sacramental Records were kept by several schools administrated by the Sisters of St. Ann.

In addition, the records of other agencies, such as the City of Victoria Welfare Office, the Children's Aid Society of Victoria, the Catholic Children's Aid Society of Vancouver, or Juvenile Court often included sacramental records when a child was placed with the Sisters.

If a Baptism, First Communion or Confirmation occurred in the convent chapel this was recorded in the Sacramental Register and a second entry recorded in the SSA Chronicles.

Sacramental Records are created by and belong to the Catholic Church. The original is intended to remain with the parish, with a copy sent to the diocese. It is rare that a person cannot obtain a copy of his/her certificate from the parish, however, sometimes this occurs. In rare instances, the SSA Archives will provide a certified copy of the certificate, when presented with the official proof of identity. Registers are closed records. When necessary, however, a copy will be made and the other entries will be redacted.

Schedule D

Guiding Principles Regarding Archives as Temporal Patrimony

The archival records, art and artifacts of St. Joseph's Province and of the Corporation of The Sisters of St. Ann form part of the *temporal patrimony* of the Congregation of The Sisters of Saint Anne. Guided by Constitution #152, "*Like the good and faithful servant of the Gospel, we are trustees and stewards of the temporal goods that the Congregation holds in the name of the Church*", the Sisters preserve these records for their historic, artistic and educational value and to honour the Sisters of the Province and the works of the Congregation.

The Sisters and their Archives staff are also guided by the guidelines outlined in #30 of the General Directory of The Sisters of Saint Anne (2008): *Archives of The Sisters of Saint Anne*.

In preserving their patrimony, the Sisters are guided by the following principles:

Stewardship: Careful management and preservation of what has been entrusted to them.

Respect:

- Respect for all Sisters, families of Sisters, employees and volunteers of the Sisters or of one of their works and also for those served by the Sisters or employees. This respect demands confidentiality and respect for the rights and privacy of those named in documents. All laws regarding confidentiality and privacy are upheld; additional restrictions are placed on certain records for specific purposes.
- Respect for the institutions established by the Sisters.

Commitment to Education: A commitment to make records that have historical value and their historical context available to the general public.

Commitment to Women: It is important that the particular contribution of The Sisters of St. Ann to the women of the regions in which they served be acknowledged and preserved.

*Approved by Provincial Council
July 25, 2011*