

# **EXHIBIT B**

NATIONAL MUSEUM OF THE AMERICAN INDIAN

Smithsonian Institution

DEED OF GIFT

I hereby donate the materials described below to the National Museum of the American Indian, Smithsonian Institution, to become its permanent property and to be administered in accordance with its established policies. I warrant that these materials are free of all liens and encumbrances, that its exportation from any foreign country has been in conformity with the laws of such country, that its importation to the United States is in conformity with the laws of the United States, and that I am the owner (or agent) of such materials and am competent to make sale or donation, and in so doing I hereby transfer to the Trustees full legal and equitable title to said materials. I hereby also assign and transfer all copyrights that I possess to the National Museum of the American Indian, Smithsonian Institution, subject only to the conditions which may be specified below.

It is further understood and agreed that the Trustees may rescind the forgoing transaction if at any time any person, nation, or entity challenges in good faith the title of the Museum to all or any part of said materials or in good faith interferes with the right to the free use and enjoyment to all or any part of said materials in the United States.

Description of Materials: 35mm Negatives, 8x10 Contact Prints and 8x10 Prints of the Wounded Knee Occupation and related American Indian Movement Events

Conditions: I do not, by this gift, transfer copyright in the photographs to the Smithsonian Institution. I retain full copyright in the photographs. I grant to the Smithsonian Institution and the National Museum of the American Indian an irrevocable, non-exclusive, royalty-free, license to use, reproduce, display, and publish, in all media, including electronic media and on-line, the photographs for all standard educational, museum, and archival purposes. Requests by people or entities outside the Smithsonian to reproduce or publish the photographs shall be directed to the donor.

Dated: 12/31/97

Signed: \_\_\_\_\_

*Arne P. Locker*

(Donor)

The National Museum of the American Indian, Smithsonian Institution, hereby accepts the above property under the conditions specified.

Dated: 12/24/99

Signed: \_\_\_\_\_

*J. Sarnoff Jones*

(Museum Representative)