

DEPOSIT AGREEMENT

1. This Deposit Agreement (hereinafter "Agreement") sets forth the intent of SENATOR DON NICKLES (hereinafter referred to as the "Senator") and OKLAHOMA STATE UNIVERSITY (hereinafter referred to as the "University"), an institute of higher education of the State of Oklahoma, located in Stillwater, Oklahoma, to establish at the University a suitable repository for a collection of the Senator's Senatorial papers and other materials of significant historical value, documenting the Senator's life and career (hereinafter "Materials"), as described in general terms in Exhibit A attached hereto.

2. Pursuant to this Agreement, the Senator intends to begin depositing Materials with the University. Notwithstanding their deposit with the University, title to, and all associated rights of beneficial ownership of, these Materials will remain with the Senator.

3. It is the Senator's present intention to execute a Deed of Gift, at a future date, to transfer to the Oklahoma State University Foundation (hereinafter "Foundation") title of the Materials transferred pursuant to this Agreement, except for any particular items as to which the Senator may determine to retain title, and to designate the University as the permanent repository of the collection. However, as stated in paragraph 6 below, the Senator is not bound by this Agreement to execute a Deed of Gift transferring title of these Materials to the Foundation, and the Senator may, in his sole discretion, elect either to defer indefinitely a decision whether to execute such a Deed of Gift, or to decline ever to execute such a Deed of Gift, notwithstanding his present intention to do so. Further, terms of a Deed of Gift may supersede any terms of this Agreement, including terms regarding restrictions on access and use. Also, the terms of this Agreement may be supplemented or modified by written agreement of the Senator and the University.

4. The following terms shall apply to Materials that are transferred to the University pursuant to this Agreement:

a. The Senator's office shall bear the costs of transferring the Materials to the University's Library. Materials transferred to the University pursuant to this Agreement shall be deposited in the Special Collections and University Archives of the University Library and shall be maintained by the University's Library in conditions meeting the accepted professional standards for the archival storage and preservation of historical papers and materials; provided, however it is understood between the parties that the University assumes no responsibility in case of loss or damage by theft, fire, or any other cause beyond the control of the University and University need not specially insure the Materials covered by this Agreement. If the University proposes to store any of the Materials

outside of University property, the University will consult with the Senator or his designated representative in advance.

b. Copyright to that portion of the Materials in which copyright resides with the Senator is hereby expressly retained by the Senator.

c. The Senator or his designated representative shall be permitted to examine any Materials during the regular working hours of the University Library. The University will make Materials in the collection available to the Senator at the University Library and provide reference services to the Senator, including reasonable requests for delivery of materials to the Senator's home or offices within the continental United States and photocopied reproductions of original materials to the Senator or his designated representative upon request. The University shall bear the costs of fulfilling these requests.

d. Except for those Materials in the collection that the Senator has specifically designated in writing are to be made immediately available to the public all other Materials in the collection transferred pursuant to this Agreement will be restricted, and the Materials shall not be made available for inspection, reading, or use by anyone until the earlier of (1) the Senator in writing authorizing public access to the Materials or some portion of them, or (2) the Senator's demise; provided, however, that this restriction on access and use shall not apply to the Senator, persons authorized by the Senator in writing to have access to such Materials, and authorized employees of Special Collections and University Archives of the University Library to the extent necessary to process, store, and preserve the Materials and to respond to requests from the Senator for access to the Materials or reproductions at the University or at the Senator's home or offices. At any time the Materials are no longer restricted, the University is authorized to make all Materials in the collection available to any person in its reasonable discretion and in accordance with standard archival or special collections practices. Until the earlier of (1) the Senator in writing authorizing public access to the Materials or some portion of them, or (2) the Senator's demise, the University may not exhibit the Materials without the written consent of the Senator or his designated representative. If any restricted material is subpoenaed, the University will notify the Senator within 3 days and allow him to move to quash the subpoena at his expense before the proper court. If such a motion is filed, the University will not produce the subpoenaed material until an order on the subpoena is issued. If no motion to quash is timely filed by the Senator, the University may produce the subpoenaed material.

e. The Materials transferred pursuant to this Agreement may not be completely identified or arranged at the time of their transfer. The

University Library employees assigned to the collection, under the supervision of the Head of Special Collections and University Archives, shall organize and describe the materials in the collection using accepted archival standards and practices.

f. In the event that the University finds that any of the Materials transferred pursuant to this Agreement belong to the United States Senate, rather than to the Senator, the University will notify the Senator and arrange for the return of those materials to the Senate at the Senator's cost. In the event that the University finds that any of the Materials transferred pursuant to this Agreement are the personal/private papers of the Senator, the University will notify the Senator so that he may determine whether to request the return of the personal papers. If the University determines that any of the Materials transferred pursuant to this Agreement have no permanent value or historical interest, the University shall notify the Senator in writing of its determination, and the Senator may direct the University to return the Materials to him, at the expense of the Senator. The University may dispose of any of the Materials as to which the Senator has not, within 30 days, exercised his right to have the Materials returned to him. The University may also dispose, in accordance with its usual practices, any Material that is the third or more copy of such Material.

5. The Senator may from time to time deposit with the University additional papers and other historical materials, in which case the terms of this Agreement shall be applicable to all such materials, except to the extent that by subsequent letter or agreement the terms applicable to such materials are varied.

6. At any time, the Senator may reclaim the Materials and decline to make a Deed of Gift of them to the Foundation, in which case the University shall promptly arrange for the Materials to be returned to the Senator by shipping the Materials as instructed by the Senator at the expense of the Senator. If, however, the Senator reclaims the Materials because of a failure on the part of the University to fulfill any of its obligations under this Agreement, including the University's duty to maintain the Materials in conditions meeting the accepted professional standards for the archival storage and preservation of historical papers and materials, then the University shall bear the expense of shipping the Materials as instructed by the Senator, and the Senator shall not be obligated to reimburse the University for shipping expenses.

7. The Senator appoints Brett Bernhardt as his designated representative in the administration of this Agreement.

8. All notices hereunder shall be sent by regular mail, postage prepaid and/or facsimile, with receipt documentation. The Senator shall provide a current

notification address (mailing address and facsimile number) to the University's Library, Head of Special Collections and University Archives, and will be responsible for notifying the University of any future changes of address.

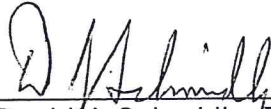
READ AND AGREED TO:



Senator Don Nickles

Dated:

12/13/04



David J. Schmidly, President/CEO
Oklahoma State University

Dated:

12/20/04