

**MEMORANDUM OF UNDERSTANDING FOR CURATORIAL SERVICES
BETWEEN THE**

(Name of the Federal/State/Local agency)

AND THE

Anthropology and Archaeology Laboratory

This Memorandum of Understanding is entered into this (day) day of (month and year), between the United States of America/State of Texas/Local agency, acting by and through the (name of agency), hereinafter called the Depositor, and the Anthropology and Archaeology Laboratory, hereinafter called the Repository, in the State of Texas.

The Parties do witness that,

Whereas, the Depositor has the responsibility under Federal and State law to preserve for future use certain collections of archaeological artifacts, specimens and associated records, herein called the Collection, listed in Attachment A which is attached hereto and made a part hereof, and is desirous of obtaining curatorial services; and

Whereas, the Repository is desirous of obtaining, housing and maintaining the Collection, and recognizes the benefits which will accrue to it, the public and scientific interests by housing and maintaining the Collection for study and other educational purposes; and

Whereas, the Parties hereto recognize the Federal Government/State of Texas' ownership and control over the Collection and any other U.S. Government-owned/State of Texas' owned personal property, listed in Attachment B which is attached hereto and made a part hereof, provided to the Repository, and the Federal Government's/State's responsibility to ensure that the Collection is suitably managed and preserved for the public good; and

Whereas, the Parties hereto recognize the mutual benefits to be derived by having the Collection suitably housed and maintained by the Repository;

Now, Therefore, the Parties do mutually agree as follows:

1. The Repository shall:
 - a. Provide for the professional care and management of the Collection from the (names of the prehistoric and historic resources) sites, assigned (list site numbers) site numbers. The collections were recovered in connection with the (name of the Federal/State or otherwise authorized project) project, located in (name of the nearest city or town), (name of the county) county, in the State of (name the State).

- b. Perform all work necessary to protect the Collection in accordance with the (regulation 36 CFR part 79 for the curation of federally owned and administered archaeological collections/Texas Antiquities Code for the curation of federally owned and administered archaeological collections) and the terms and conditions stipulated in Attachment C to this Memorandum.
- c. Assign as the Curator, the Collections Manager and the Conservator having responsibility for the work under this Memorandum, persons who are qualified museum professionals and whose expertise is appropriate to the nature and content of the Collection.
- d. Begin all work on or about (month, day, and year) and continue for a period of (number of years) years or until sooner terminated or revoked in accordance with the terms set forth herein.
- e. Provide and maintain a repository facility having requisite equipment, space and adequate safeguards for the physical security and controlled environment for the collection and any other U.S. Government/State of Texas-owned personal property in the possession of the Repository.
- f. Not in any way adversely alter or deface any of the Collection except as may be absolutely necessary in the course of stabilization, conservation, scientific study, analysis and research. Any activity that will involve the intentional destruction of any of the Collection must be approved in advance and in writing by the Depositor.
- g. Annually inspect the facilities, the Collection and other U.S. Government/State-owned personal property. Every (number of years) years inventory the Collection and any other U.S. Government/State-owned personal property. Perform only those conservation treatments as are absolutely necessary to ensure the physical stability and integrity of the Collection, and report the results of inventories, inspections and treatments to the Depositor.
- h. Within five (5) days of discovery, report all instances of and circumstances surrounding loss of, deterioration and damage to, or destruction of the Collection and any other U.S. Government/State-owned personal property to the Depositor, and those actions taken to stabilize the Collection and to correct any deficiencies in the physical plant or operating procedures that may have contributed to the loss, deterioration, damage or destruction. Any actions that will involve the repair and restoration of any of the Collection and any other U.S. Government/State-owned personal property must be approved in advance and in writing by the Depositor.
- i. Review and approve or deny requests for access to or short-term loan of the Collection (or a part thereof) for scientific, educational or religious uses in accordance with the (regulation 36 CFR part 79 for the curation of federally-owned and administered archaeological collections/Texas Antiquities Code for the curation of federally-owned and administered archaeological collections) and the terms and conditions stipulated in Attachment C of this Memorandum. In addition, refer requests for consumptive uses of the Collection (or a part thereof) to the Depositor for approval or denial.

- j. Not mortgage, pledge, assign, repatriate, transfer, exchange, give, sublet, discard or part with possession of any of the Collection or any other U.S. Government/State-owned personal property in any manner to any third party either directly or indirectly without the prior written permission of the Depositor, and redirect any such requests to the depositor for response. In addition, not take any action whereby any of the Collection or any other U.S. Government/State –owned personal property shall or may be encumbered, seized, taken in execution, sold, attached, lost, stolen, destroyed or damaged.
2. The Depositor shall:
 - a. On or about (month, day, and year), deliver or cause to be delivered to the Repository the Collection, as described in Attachment A, and any other U.S. Government/State-owned personal property, as described in Attachment B.
 - b. Assign as the Depositor’s Representative having full authority with regard to this Memorandum, a person who meets pertinent professional qualifications.
 - c. Every (number of years) years, jointly with the Repository’s designated representative, have the Depositor’s Representative inspect and inventory the Collection and any other U.S. Government/State-owned personal property and inspect the repository facility.
 - d. Review and approve or deny requests for consumptively using the Collection (or a part thereof).
3. Removal of all or any portion of the Collection from the premises of the Repository for scientific, educational or religious purposes may be allowed only in accordance with the (regulation 36 CFR part 79 for the curation of federally-owned and administered archaeological collections/Texas Antiquities Code for the curation of federally-owned and administered archaeological collections); the terms and conditions stipulated in Attachment C to this Memorandum; any conditions for handling, packaging and transporting the Collection; and other conditions that may be specified by the Repository to prevent breakage, deterioration and contamination.
4. The Collection or portions thereof may be exhibited, photographed or otherwise reproduced and studied in accordance with the terms and conditions stipulated in Attachment C to this Memorandum. All exhibits, reproductions, and studies shall credit the Depositor and read as follows: “Courtesy of the (name of Federal/State agency).” The Repository agrees to provide the Depositor with copies of any resulting publications.
5. The Repository shall maintain complete and accurate records of the Collection and any other U.S. Government/State-owned personal property, including information on the study, use, loan and location of said Collection which has been removed from the premises of the Repository.
6. Upon execution by both parties, this Memorandum of Understanding shall be effective upon this (day) day of (month and year), and shall remain in effect for (number of years) years, at which time it will be reviewed, revised, as necessary, and reaffirmed or terminated. This Memorandum may be revised or extended by mutual consent of both

parties, or by issuance of a written amendment signed and dated by both parties. Either party may terminate this Memorandum by providing 90 days written notice. Upon termination, the Repository shall return such Collection and any other U.S. Government/State-owned personal property to the destination directed by the Depositor and in such manner to preclude breakage, loss, deterioration and contamination during handling, packaging and shipping, and in accordance with other conditions specified in writing by the Depositor. If the Repository terminates, or is in default of, this Memorandum, the Repository shall fund the packaging and transportation costs. If the Depositor terminates this Memorandum, the Depositor shall fund the packaging and transportation costs.

7. Title to the Collection being cared for and maintained under this Memorandum lies with the Federal Government/State of Texas.

In witness whereof, the Parties hereto have executed this Memorandum.

Signed: _____
Federal/State/Local Official

Date: _____

Signed: _____
Leslie G. Cecil, *Director, Anthropology and Archaeology Laboratory*

Date: _____

Signed: _____
George Avery, *Coordinator, Center for Regional Heritage Research*

Date: _____

Attachment A: Inventory of the Collection

Attachment B: Inventory of any other U.S. Government/State-owned Personal Property

Attachment C: Terms and Conditions Required by the Depositor