Appendix B: Sample Agreement

This agreement is for the Conservation Assessment Program (CAP) assessment of ***[Institution Name]*** (here after referred to as Museum). The CAP report will cover all the issues relevant to an assessment, including but not limited to (1) general institutional information, (2) staffing, (3) building and facilities, (4) climate control and environment, (5) collections and collection policies, (6) exhibitions, (7) storage, and (8) emergency preparedness, and will contain a prioritized summary of needs. The Assessor's work on this project will be considered work for hire, and the report and related materials, including verbal, e-mail and other communications, produced shall be deemed to be the property of the institution. The Museum's staff will be on-site and available during the Assessor's visit to assist the Assessor as may be needed. The Museum will arrange for a short orientation session with the director and, where feasible with one or more members of the Museum's governing authority, e.g., Board of Directors, at the beginning of Assessor's visit and an exit interview prior to departure.

Supplementary materials not included with the site questionnaire sent to the Assessor by Heritage Preservation will be available on-site. The Assessor will inform the Museum if any additional information is required to assist in writing the report.

It is understood and agreed that Heritage Preservation's sole responsibility is to administer the Museum's participation in this technical assistance program and the parties agree that Heritage Preservation assumes no additional responsibility or liability, unless it is expressly stated in writing by an authorized representative of Heritage Preservation.

If the terms of this agreement are in accordance with the Assessor's understanding of the scope of work of the assessment, the Assessor should sign one copy and return it to the Museum by ***[date]*** for approval and forwarding it to Heritage Preservation. An authorized Heritage Preservation representative will sign a copy of this Agreement and provide the Assessor and Museum with a copy.

Below are the details for the assessment costs*		
Professional Fee: (Site Visit and Report Writing)	$_____	To be arranged by:
Travel:	*($X or will not exceed $X)*	*(Museum or Assessor)*
Lodging:	*($X or will not exceed $X)*	*(Museum or Assessor)*
Meals:	*($X or will not exceed $X)*	
Misc. costs (telephone, postage, etc.):	*($X or will not exceed $X)*	
Total:	$_____	

* Any costs agreed to by the Museum and assessor above the CAP allocation are the responsibility of the Museum.

The schedule below must include a site visit date after January 1. All CAP activities must be completed by November 1 of the program year. Plan accordingly to allow sufficient time for the museum to review the draft report, for the assessor to make changes, and for the museum to approve the final report and submit it to Heritage Preservation before **November 1.**
NOTE: Failure of the assessor to complete work by November 1 of the program year will result in a reduction of professional fees by 5% per week that the report is late, not to exceed 25%, unless at the sole discretion of Heritage Preservation it is determined there is good and sufficient cause.

Schedule	
Dates of Site Visit:	*(After January 1. The agreement must be approved and signed by Heritage Preservation before site visit may occur.)*
First Draft Due to Museum:	*(Heritage Preservation recommends within 8 weeks after the site visit)*
Museum's Comments Due to Assessor:	*(Heritage Preservation recommends 2 weeks after receiving first draft)*
Two copies of the Final Report Due:	*(Heritage Preservation recommends 2 weeks after receiving comments)*
Within 10 business days of receiving the final report, the Museum will forward one copy of the report and the Assessor's invoice for fees and travel costs to Heritage Preservation for payment.	

_____ _____

Museum Authorizing Official Date Assessor Date

_____

Heritage Preservation Representative Date